



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2017
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

1. CONSENT AGENDA

a. Council Minutes Dated November 27, 2017

BILLS PAYABLE REPORT

For Information Only

Summary: For your information a listing of invoices paid November 23, 2017 to December 6, 2017 in the amount of \$392,191.38 is attached. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5681 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 3,000 Square-Foot Eating and Drinking Establishment, for Freddy's Frozen Custard and Steakburgers, Located at 10453 Olive Boulevard Within the Creve Coeur Pavilion Shopping Center. Final Reading and Passage

Summary: Roger Baker, of Winter Architects, on behalf of Greg Waldo, Freddy's Frozen Custard and Steakburgers, submitted an application for a new conditional use permit for a 3,000 sq. ft., limited service restaurant (NAICS 722513) with 84 indoor seats and 42 outdoor seats, at 10453 Olive Boulevard, within the new retail building under construction at the Creve Coeur Pavilion Shopping Center. The subject property is zoned CB, Core Business District. All food services and drinking places (NAICS 722) are permitted as a conditional use with review and approval by the City Council upon the



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2017
7:00 PM**

recommendation of the Planning and Zoning Commission. The Commission recommended approval on November 20, 2017.

3. Bill No. 5682 - an Ordinance Vacating an Easement on the Property at 273 Prince Towne Drive. Final Reading and Passage

Summary: Request to vacate a 10-foot wide rear yard utility easement at 273 Prince Towne Drive. Planning and Zoning Commission recommended approval on November 20, 2017.

NEW BUSINESS

4. Bill No. 5683 - an Ordinance Vacating a Portion of an Easement on the Property at 845 North New Ballas Court, Part of Lot 13 of the CityPlace Subdivision. First Reading

Summary: A request has been filed by Colleen Ruiz, attorney and property owner's representative, for an easement vacation on the property at 845 North New Ballas Court, occupying Part of Lot 13 of the Cityplace Subdivision. The applicant is requesting that the City approve the vacation of a portion of an existing 10-foot wide easement which is located underneath a multi-floor parking structure that serves City Place 5. The utility companies have installed their improvements elsewhere on the property and the need for a utility easement is no longer needed to properly serve the development. An easement vacation exhibit prepared by Cole and Associates accompanies the request highlighting the portion of the easement to be vacated. Planning and Zoning recommended approval on December 4, 2017.

5. Bill No. 5684 - an Ordinance Repealing Ordinance Number 5454 and Approving a New Master Sign Plan Pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances for the CityPlace Campus Located Within the "CB" Core Business District. First Reading

Summary: Chris Woods, of Redico, on behalf of RNSI CityPlace Owner, LLC, has submitted an application to amend the master sign plan for the entire CityPlace Campus. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The application would allow for a free-standing real estate sign for the CityPlace Retail Building at 11615 Olive Boulevard. Planning and Zoning recommended approval on December 4, 2017.

6. Bill No. 5685 - an Ordinance Amending Various Sections of the City's Zoning Ordinance Regarding Residential Development. First Reading

Summary: Jason Jaggi, the Director of Community Development, on behalf of the City of Creve Coeur, has submitted for a text amendment to revise various sections of the Zoning Ordinance that would affect residential development that include but are not limited to, providing clarification on allowable encroachments within a front yard setback,



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2017
7:00 PM**

providing greater definition for yards as they relate to overall lot dimensions for corner lots, and establishing requirements for sports courts. Also under consideration are revisions of the site coverage allowances for permeable pavers or concrete, and measuring building height based upon existing grade versus proposed grade and establishing new requirements for fences. Planning and Zoning recommended approval on December 4, 2017.

7. Resolution No. 1328 - a Resolution Authorizing the Execution of an Agreement with Tyler Technologies Company to Provide Comprehensive Enterprise Software to the City of Creve Coeur.

Summary: Staff has completed a review of the city's software needs and recommends approval of a contract with Tyler Technologies in the amount of \$211,929 for financial, personnel time and attendance, customer relationship and content management software.

BUSINESS FROM MAYOR AND CITY COUNCIL

8. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

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

Posted: _____ posted 12/7/2017
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: 12/11/17 07:00 PM

DOC ID: 2806

COUNCIL MINUTES (ID # 2806)

Council Minutes Dated November 27, 2017



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 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, November 27, 2017 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Will Huster of Boy Scout Troop 624 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
Dr. Lawrence	Council Member Ward II
Mr. Ruzicka	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)

Lou Salamone of Suburban Bow Hunters stated there are 20 members of his organization that could assist with deer mitigation in Creve Coeur. City ordinance that is currently on record is a good ordinance but often the interpretation of the ordinance is the issue. There are a couple of issues that could be addressed so that more hunting could take place. The sign placement in the front yard is often a deterrent as some residents purposefully make noise, etc to scare away the deer and the other is the 150 yard requirement. If these are addressed then hunting would be easier in the area to help thin out the population.

ACCEPTANCE OF THE AGENDA

Council Member Faron moved, seconded by Council Member D'Alfonso to accept the agenda as presented, with the vote upon such motion as follows, to-wit:

Council Member 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



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

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

PRESENTATIONS

Comprehensive Annual Financial Report for Year Ending June 30, 2017 (CAFR)

Karen Lenk of Schowalter and Jabouri reviewed the Comprehensive Annual Financial Report for the FYE June 30, 2017.

The Commission Accreditation for Law Enforcement Assessment (CALEA)

Mark Perkins stated Creve Coeur has been accredited for five years and the Creve Coeur Police Department is now completing their renewal review.

Steve Walker of CALEA reviewed the current status and assessment of the Creve Coeur Police Departments compliance and indicated that they continue to be in good standing.

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***

The City Clerk also announced that the regular meeting for December 25 has been canceled.

1. CONSENT AGENDA

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

a. Council Minutes Dated November 13, 2017

Mayor Glantz called the question to approve the consent agenda as presented, with the vote 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.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

BILLS PAYABLE REPORT

For Information Only

Summary: For your information a listing of invoices paid November 9, 2017 to November 22, 2017 in the amount of \$95,431.65 is attached. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5678 - an Ordinance of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission to Enable the City to Use Federal Grant Funding to Construct the New Ballas Sidewalk Improvement Project, Federal Project Number Tap-5403(688). Final Reading and Passage**

City Clerk read Bill No. 5678 for the final time.

Council Member Saunders moved, seconded by Council Member Baseley to approve Bill No. 5678.

Council Member Ruzicka asked when the project would be completed.

Mark Perkins stated approximately early 2019.

Mayor called the question to approve Bill No. 5678, with the vote upon such motion as follows, to-wit:

Council Member Faron – Aye
Council Member Ruzicka – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member 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. 5678 becomes Ordinance No. 5556.

- 3. Bill No. 5679 - an Ordinance of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission to Enable the City to Participate in a Federal Grant to Assist with the Emerson Road Improvement Project, Federal Project Number Stp-5526(644). Final Reading and Passage**

City Clerk read Bill No. 5679.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

Council Member Baseley moved, seconded by Council Member D'Alfonso to approve Bill No. 5679.

Council Member Faron asked if this is the same completion time as the New Ballas Sidewalk Improvements.

Mark Perkins stated it will be a little behind the other project completion.

Mayor Glantz called the question to approve Bill No. 5679, 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. Bill No. 5679 becomes Ordinance no. 5557.

4. Bill No. 5680 - an Ordinance Amending Section 130.070.C, Donations, of the Code of Ordinances of the City of Creve Coeur. Final Reading and Passage
City Clerk read Bill No. 5680 for the final time.

Council Member Faron moved, seconded by Council Member Saunders to approve Bill No. 5680.

Claire Chosid resident of 12410 Conway Road asked who donates and what is the funding used for.

Mayor Glantz stated businesses, individuals, corporations, organization, etc and the funding would be used for golf tournament sponsorships, Heart to Heart Run, Concerts in the Park, Farmers Market, Silver Screen series, and similar matters.

Mayor Glantz called to question to approve Bill No. 5680, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye
Council Member Saunders – Aye



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5680 becomes Ordinance No. 5558.

NEW BUSINESS

5. Bill No. 5681 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 3,000 Square-Foot Eating and Drinking Establishment, for Freddy's Frozen Custard and Steakburgers, Located at 10453 Olive Boulevard Within the Creve Coeur Pavilion Shopping Center. First Reading

City Clerk read Bill No. 5681 for the first time.

Jason Jaggi made a presentation regarding this application.

Council Member Baseley asked if the establishment is a member of green dining.

John Killroy stated he is unaware of the program.

Council Member Baseley stated Creve Coeur is a green community and requested the establishment look into the program for participation.

Council Member Ruzicka asked where Freddy's is based out of.

John Killroy stated Wichita, KS.

Council Member D'Alfonso asked if there will be bike racks installed outside.

Jason Jaggi stated the owner was requested to provide them.

Council Member Faron asked if there will be outdoor seating.

Jason Jaggi stated there will be some.

6. Bill No. 5682 - an Ordinance Vacating an Easement on the Property at 273 Prince Towne Drive. First Reading

City Clerk read Bill No. 5682 for the first time.

Jason Jaggi stated currently there is a ten foot utility easement on a slope which has failed. The property owner has obtained releases from all utilities on the easement so that the retaining wall can be installed to correct the failure.

7. Resolution No. 1322 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Approval of the Parks Sponsorship Program.

City Clerk read Resolution No. 1322.

Council Member Faron moved, seconded by Council Member Baseley to approve Resolution No. 1322, with the vote upon such motion as follows, to-wit:

Council Member Travers – Aye



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

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. 1323 - a Resolution Authorizing the City of Creve Coeur to Purchase Two 2018 Dodge Charger Police Vehicles from Landmark Dodge for the Total Amount of \$43,884.

City Clerk read Resolution No. 1323.

Council Member Hoffman moved, seconded by Council Member D’Alfonso to approve Resolution No. 1323.

Council Member D’Alfonso asked if there has been any discussion of changing the colors of the decals/working on the cars.

Capt. Koncki stated currently it is gray with no current discussion of changing.

Council Member Ruzicka asked if the cars were being purchased from local dealers.

Mark Perkins stated the cars are being purchased through the state program.

Mayor called the question to approve Resolution No. 1323, with the vote 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
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.

9. Resolution No. 1324 - a Resolution Authorizing the City of Creve Coeur to Purchase Two 2018 Ford Fusion Vehicles from Machens Ford for the Total Amount of \$34,894.00.

City Clerk read Resolution No. 1324.

Council Member Hoffman moved, seconded by Council Member Faron to approve Resolution No. 1324, with the vote upon such motion as follows, to-wit:



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

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.

10. Resolution No. 1325 - a Resolution Authorizing the City of Creve Coeur to Purchase One 2018 Ford Police Interceptor Utility Awd Vehicle from Machens Ford for the Total Amount of \$30,115.00.

City Clerk read Resolution No. 1325.

Council Member Faron moved, seconded by Council Member D'Alfonso to approve Resolution No. 1325, with the vote upon such motion as follows, to-wit:

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

11. Resolution No. 1326 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with Dave Sinclair Ford Inc. for the Purchase of a 2018 Ford F-250 Extended Cab Four-Wheel Drive Pickup Truck with Snow Plow for the Amount of \$34,640.50.

City Clerk read Resolution No. 1326. Mr. Perkins and Mr. Heines explained budget savings.

Council Member Faron moved, seconded by Council Member D'Alfonso to approve Resolution No. 1326, with the vote 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
Council Member Hoffman – Aye
Council Member Lawrence – Aye



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

Council Member Baseley – Aye

Council Member Travers – Aye

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

12. Resolution No. 1327 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with Clark Equipment Co DBA Bobcat Company for the Purchase of a 2018 Bobcat S740 Skid Steer with 72-Inch Sweeper and 24 -Inch Planer Attachments for the Amount of \$64,823.55.

City Clerk read Resolution No. 1327.

Council Member Hoffman moved, seconded by Council Member Lawrence to approve Resolution No. 1327, with the vote upon such motion as follows, to-wit:

Council Member Faron – Aye

Council Member Ruzicka – Aye

Council Member D'Alfonso – Aye

Council Member Saunders – Aye

Council Member 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.

APPOINTMENTS

13. 2017 Citizen of the Year

Mayor Glantz stated all information regarding recommendation for Citizen(s) of the Year has been placed on the dais for Council review and reminded Council to please use numbers instead of names when voting.

Council Member D'Alfonso moved, seconded by Council Member Saunders to approve candidates #1 and #2 for the 2017 Citizen(s) of the Year Award, 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.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

BUSINESS FROM MAYOR AND CITY COUNCIL

14. Council Liaison Reports

Council Member Baseley stated the Parks and Historic Preservation Committee set strategic goals for 2018 and discussed status of Parks Master Sign Plan. The 2018 Dog Bone Hunt has been scheduled for March 24, 2018. Next schedule meeting for the PHP is December 12, 2017.

Alexis Travers stated the Energy and Environment met and again had no quorum so no formal discussions for action could take place. Continue discussing new bike signage for roads. Council Member Travers also asked for anyone interested in the E & E Committee or knows of someone that would be a good fit please have them apply.

15. Olive - I-270- Bridge Landscaping - Horticulture, Ecology and Beautification Committee Recommendation

Claire Chosid resident of 12410 Conway and Vice-Chair of the HEB stated the I-270 Overpass is the gateway to the city and the replanting of the vegetation is several years overdue. It is difficult to maintain good plants due to extreme hot/cold and the winds. Mrs. Chosid submitted information for the record. (Exhibit A)

Council Member Baseley thanked several of the HEB Members that were in attendance supporting this issue.

Council Member Saunders stated he agrees that it is the pride/gateway of the Community.

Claire Chosid stated landscaping doesn't last forever and needs to be replaced.

Jim Heines stated the bridge deck plantings were completed by staff more than ten years ago.

Council Member Hoffman asked what it would cost to completely replace all plantings.

Jim Heines stated there is \$9,000 in the budget that is just for materials.

Council Member Faron asked if the \$3,000 design cost would be an annual cost.

Claire Chosid stated it would be up to \$3,000 just for design and does not include materials. Won't know until the project is bid what the exact cost would be.

Council Member Baseley stated she is comfortable with spending \$3,000 if the design lasts for ten years.

Council Member Ruzicka stated the previous design was from staff and a lot of complements have been received in the past regarding the overpass. Previously given a name of a Professor in a local college that does this work with his students as projects. The program has completed work in other municipalities and the Danforth Plant Science Center. They will do the design at no cost to the city.

Mark Perkins stated staff is interested in their work and assistance but they cannot fit the city's project into their program until fall of 2018.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

Council Member Travers stated she supports the spending of \$3,000 for design and thanked the HEB Committee and their members for all of the time spent on this issue.

Council Member Hoffman moved, seconded by Council Member Baseley to allow up to \$3,000 to be budgeted for redesign of the I-270 Overpass plantings and direct staff to release RFQ for bids with the vote 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.

16. Deer Mitigation

Council Member D'Alfonso stated the deer are becoming a serious safety concern.

Council Member Hoffman stated he has concerns with the idea of relaxing the 150 yard restriction around schools, day cares and churches.

Council Member Saunders stated current language has had unintended consequences and suggested staff and Council revisiting the language.

Council Member Faron asked if the 150 yards is from the building line or the property line.

Mark Perkins stated property lines.

Council Baseley stated the city needs to look into other options as killing a few of them is not going to thin the heard.

Claire Chosid resident of 12410 Conway stated the deer have become a serious issue. The does are giving birth to sets of twins and triplets. The deer are not afraid of humans, vehicles or domestic animals. They are even eating plantings that are supposed to keep the deer away. Mrs. Chosid stated she volunteers in Town & Country and has learned some about their deer program. The city of Town and Country spends and has spent a lot of funding to work on their deer problem. They have tried relocating the deer, which didn't work and many ended up dying. They have tried sterilization, which doesn't work. The deer that are sterilized are outcast/isolated by the heard and end up dying. Currently they use a company called White Buffalo that comes in the fall and bait deer at a location for about a month. They usually harvest approximately 200 deer. And all of that has maintained the size of the heard and it has not increased. The cost to the city is approximately \$250,000 and a large portion of that is obtained by fund raising for this issue.

Council Member Ruzicka stated other communities offer bounties for hunting.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

Council Member Hoffman suggested contacting the Department of Conservation again and arrange a meeting with the immediate surrounding municipalities to come up with a plan so that the herds don't move from one city to the next.

Capt. Koncki stated last year there were sixteen deer euthanized by the CCPD and six crashes with deer were reported and uncertain the number of unreported accidents involving deer.

Mark Perkins stated staff and CCPD will contact Town and Country, Chesterfield and the Missouri Department of Conservation to begin discussions.

BUSINESS FROM CITY ADMINISTRATOR

17. Bicycle Signage and Markings Staff Report

Matt Wohlberg reviewed the staff findings and recommendations regarding the request from the Energy and Environment Committee (EEC) to add signs and pavement markings to improve safety and awareness for cyclists along City streets. Mr. Wohlberg stated that the staff recommendation was similar to that of the EEC, and that the signs and pavement markings could be added over the next 5-6 years through the City's annual roadway striping plan at a cost of \$10,000-\$15,000 per year. If the City Council agreed with the staff recommendation, then staff recommended starting with Warson Road and Fernview Drive, as both were due for new striping in 2018.

Hal Harris, the Vice Chairman of the EEC, stated that the EEC appreciated the opportunity to discuss their recommendations with the City Council.

Council Member Baseley and Council Member Saunders each stated that the proposal was in line with the goals of the City's strategic plan and comprehensive plan that aim to provide a more bike-friendly community in Creve Coeur.

Council Member Lawrence stated the recommended pavement markings would invite more cyclists to use the streets and could create a liability for the City and is concerned about the cost of the markings.

Council Member Faron stated that the signs and markings would be intended to warn drivers that cyclists may be present, and in doing so should benefit any current or future cyclists along the City's streets.

Council directed Mr. Perkins to consider adding the recommended pavement markings to Warson Road but wanted to evaluate the success of these markings before committing to a City-wide implementation.

Council Member Saunders moved, seconded by Council Member Travers to adjourn at 9:06 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Hoffmann – Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 27, 2017
7:00 PM**

Council Member Travers - Aye
Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Ruzicka - 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



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

SCHEDULED

Meeting: 12/11/17 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Initiator: Lori Obermoeller
Sponsors:

INVOICES PAID LISTING (ID # 2805)

DOC ID: 2805

Invoices Paid List

For your information a listing of invoices paid November 23, 2017 to December 6, 2017 in the amount of \$392,191.38 is attached. 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: December 6, 2017
TO: Mark Perkins, City Administrator
FROM: Lori Obermoeller, Director of Finance
SUBJECT: Invoices Paid

For your information and transmittal to the City Council, is a list of invoices paid November 23, 2017 through December 6, 2017 in the amount of \$392,191.38



City of Creve Coeur
Paid Invoice Listing
November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
No Dept - No Division							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	TASER CEW INSTR. RE-CERT	01-00-00-2411	225.00
00344		1002687553	17-Nov-17	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-00-00-1625	217.92
00121		928392631	31-Oct-17	CALLAWAY GOLF	GOLF BALLS FOR RESALE	06-00-00-1625	204.48
00062		5166-307512061715	06-Dec-17	DELTA DENTAL OF MISSOURI	GROUP DENTAL INS-DEC 2017	01-00-00-2213	7,257.79
02611		100322312061715	06-Dec-17	FIDELITY SECURITY LIFE INSURANCE COMPANY	VISION INSURANCE-DEC 2017	01-00-00-2218	849.96
00710		1555332VL12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	VOLUNTARY AD&D INS.-DEC 2017	01-00-00-2216	116.50
00710		1554999VL12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	VOLUNTARY LIFE-DEC 2017	01-00-00-2216	595.35
00710		155499912061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	SHORT TERM DISAB INS DEC 2017	01-00-00-2222	315.48
00140		112017	20-Nov-17	MISSOURI DEPARTMENT OF REVENUE	C.V.C. FUNDS-OCT 2017	01-00-00-2413	1,860.00
00140		112017	20-Nov-17	MISSOURI DEPARTMENT OF REVENUE	MISC. POLICE FUND REV-OCT 2017	01-00-00-4604	-93.00
02515		80159662 11/17	14-Nov-17	NEOPOST	PREPAID POSTAGE FOR METER	01-00-00-1652	3,000.00
02406		1217	20-Nov-17	ST LOUIS AREA INSURANCE TRUST	HEALTH INS-DEC 2017	01-00-00-2211	98,115.06
00174		112017	20-Nov-17	STATE OF MISSOURI	P.O.S.T. FUNDS-OCT 2017	01-00-00-2412	247.00
00119		905010980	16-Nov-17	TITLEIST	GOLF BALLS FOR RESALE	06-00-00-1625	305.92
01222		009344212061715	06-Dec-17	UNUM LIFE INSURANCE	LONG TERM CARE INS. DEC 2017	01-00-00-2219	131.90
01222		E013230812061715	06-Dec-17	UNUM LIFE INSURANCE	VOL. WHOLE LIFE INS.-DEC 2017	01-00-00-2220	147.37
Legislative							
02842		45639	11-Oct-17	ALARIS LITIGATION SERVICES	TRANSCRIPT DWI DEPOSITION	01-11-12-6201	149.80
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	FACEBOOK AD-LADUE ROAD	01-11-12-6203	11.96
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	DONUTS FOR COFFEE W/ MAYOR	01-11-12-6264	47.96
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	FOOD FOR COUNCIL/STAFF	01-11-12-6264	706.30
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	INTOWN MEETING	01-11-12-6264	14.84
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	INTOWN MEETING	01-11-12-6264	18.07
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	FOOD FOR CITY INVITATIONAL	01-11-12-7315	625.46
01855		120417	04-Dec-17	LADUE STROLLING STRINGS	MUSIC 2017 ANNUAL HOLIDAY DIN	01-11-12-7315	300.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-11-12-5234	50.79
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-11-12-5235	2.06
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-11-12-5236	7.83
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-11-13-5234	23.40
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-11-13-5235	4.68
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-11-13-5236	17.86
02744		120517	04-Dec-17	WILDWOOD CUISINE GROUP, LLC	CATERING-2017 HOLIDAY DINNER	01-11-12-7315	7,425.00
Administration							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	CREDIT REPORTS	01-12-11-6202	15.86
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	IMAGE MARKETPLACE	01-12-11-6203	12.99
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	INTERNATIONAL TRANS FEE.	01-12-11-6203	0.39
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	SUBSCRIPTION	01-12-11-6203	70.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	JOB POSTING-P/T RECEPTIONIST	01-12-11-6260	25.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	JOB POSTING-MAINT WRKR 1	01-12-11-6260	25.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	JOB POSTING-CIVIL ENGINEER	01-12-11-6260	264.95
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MONTHLY FEE-WALL STREET JOURNA	01-12-11-6262	28.00



City of Creve Coeur

Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	HOTEL DURING CONFERENCE	01-12-11-6265	1,049.06
00136		4439	20-Nov-17	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	2018 DIRECTORY, 1/3 PAGE	01-12-11-6203	150.00
00373		9295	20-Nov-17	EAST WEST GATEWAY COUNCIL OF GOVERNMENT	PRKING-ANNUAL MTG 11/20/17	01-12-11-6264	10.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-12-11-5234	95.55
Administration (cont'd)							
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-12-11-5235	19.11
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-12-11-5236	67.17
00053		436683	01-Nov-17	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	140.00
00053		436533	01-Nov-17	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	140.00
00053		436517	01-Nov-17	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	140.00
00053		435973	01-Nov-17	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	140.00
00053		431300	01-Nov-17	MERCY CORPORATE HEALTH	D.O.T. TESTING	01-12-11-6271	52.00
00053		430991	01-Nov-17	MERCY CORPORATE HEALTH	PHYSICAL AFTER ACCIDENT	01-12-11-6271	320.00
01771		40448402 12/17	26-Nov-17	ST LOUIS POST-DISPATCH	SUBSCRIPTION 22/28/17-1/22/18	01-12-11-6262	55.01
02520	P002885	77688	13-Nov-17	SWIFT PRINT COMMUNICATIONS	NEWSLETTER PRINTING-NOV 2017	01-12-11-6203	1,697.83
02520		77783	22-Nov-17	SWIFT PRINT COMMUNICATIONS	BUSINESS AWARDS INSERT	01-12-11-6203	185.00
MIS							
00073		KWC9316	20-Nov-17	CDW-G	ERGOSCUPLT KEYBOARD/MOUSE	01-12-51-6213	64.48
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-12-51-5234	19.80
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-12-51-5235	3.96
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-12-51-5236	15.09
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	OUTDOOR DOME SECURITY CAMERA	01-12-51-6213	29.99
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	VGA VIDEO PC CONVERTER ADAPTER	01-12-51-6213	16.88
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	VIDEO SECURITY CAMERA	01-12-51-6213	11.99
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	P-TOUCH LABEL TAPE	01-12-51-6213	24.19
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	CABLE, SATA 6GB/S 2.5 SOLID	01-12-51-6213	134.96
Finance							
00005		1698713	21-Nov-17	AMERICAN STAMP	REPLACEMENT INK PAD	01-13-11-7304	15.05
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING DURING GFOA CONF.	01-13-11-6265	302.75
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	GFOA MEETING EXPENSE	01-13-11-6265	93.10
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	CREDIT ON ACCOUNT	01-13-11-6265	-35.50
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEAL DURING GFOA CONF.	01-13-11-6265	26.17
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEAL DURING GFOA CONF.	01-13-11-6265	30.00
01400		120417	04-Dec-17	GATEWAY ASSOCIATION OF PAYROLL PROFESSIONALS	ANNUAL DUES-BROTHERS	01-13-11-6262	75.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-13-11-5234	99.60
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-13-11-5235	19.92
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-13-11-5236	50.61
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	ADJUSTABLE STOOL	01-13-11-7304	89.57
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	CERTIFICATE FRAMES	01-13-11-7304	28.95
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	DESKTOP SCANNER	01-13-11-9504	414.95
02654	P002782	0117903	01-Dec-17	UMZUZU LLC	GOOGLE APPS UNLIMITED MONTHLY	01-12-51-6213	1,280.00
Municipal Court							



City of Creve Coeur
Paid Invoice Listing
November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00005		1698733	22-Nov-17	AMERICAN STAMP	REPLACEMENT STAMP PADS	01-13-14-7304	44.50
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-13-14-5234	38.70
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-13-14-5235	7.74
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-13-14-5236	29.48
02562	P002894	119976	29-Nov-17	OFFICE EXPRESS, INC.	6000 9X12 BOOKLET ENVELOPES WI	01-13-14-7304	900.00
00050		INV0057420	15-Nov-17	REJIS	SUBSCRIPTION FEES-NOV 2017	01-13-14-6202	1,140.65



City of Creve Coeur

Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
Interdepartmental							
00426		40576	15-Nov-17	ADGRAPHIX	REPAIR GRAPHICS CAR 2407	01-13-15-6220	84.00
01739		3149832705 11/17	07-Nov-17	AT&T	MONITOR LINE-ICE ARENA	01-13-15-6253	100.57
02836	P002891	24771	08-Nov-17	AUTO BEAUTY SPECIALISTS	REPAIR ACCIDENT DAMAGE 2407	01-13-15-6220	2,360.75
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	PENSION TNG-UNSER	01-13-15-6203	95.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING-MUELLER-LAGERS CONF.	01-13-15-6203	112.12
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	FOOD FOR WELLNESS EVENT	01-13-15-6272	180.24
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	WELLNESS EVENT GIFTCARDS	01-13-15-6272	75.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	PUMPKINS	01-13-15-7317	29.88
02559		N6869582	26-Nov-17	MAILFINANCE	METER RENTAL 9/29 - 12/28/17	01-13-15-6266	405.00
00045		980335810001	14-Nov-17	OFFICE DEPOT	INJET & LASER TONER, LABELS	01-13-15-7312	270.61
00045		981775321001	20-Nov-17	OFFICE DEPOT	PAPER FOR BUSINESS LICENSES	01-13-15-7312	45.20
00077		2243004	06-Nov-17	QUILL	TONERS-CHIEF'S SECRETARY	01-13-15-7312	479.98
00116		999999 CLUB 8182	20-Nov-17	SAM'S CLUB	ANNUAL MEMBERSHIP FEES	01-13-15-6262	120.00
02406		1217	20-Nov-17	ST LOUIS AREA INSURANCE TRUST	HEALTH INS-DEC 2017	01-13-15-5230	14,239.58
01169		3360015247	18-Nov-17	STAPLES ADVANTAGE	FILE JACKETS, ENVELOPES	01-13-15-7312	127.24
01169		3360015249	18-Nov-17	STAPLES ADVANTAGE	NOTEPADS, FOLDERS, ENVELOPES,	01-13-15-7312	161.81
01169		3360015248	18-Nov-17	STAPLES ADVANTAGE	TONER FOR PD RECORDS RM	01-13-15-7312	595.04
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	SHIPPING LABELS, TONER CARTRID	01-13-15-7312	223.72
02789		0556437 11/17	10-Nov-17	SYNCB/AMAZON	2018 CALENDARS FOR EMPLOYEES	01-13-15-7312	77.07
Community Services							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	FACEBOOK AD-FARMERS MKT	01-14-11-6230	15.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	PORT-A-POTTY FOR FARMERS MKT	01-14-11-6230	112.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-14-11-5234	10.71
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-14-11-5235	2.14
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-14-11-5236	8.13
01693		99736156 GF	17-Nov-17	RICOH USA, INC	COPIER LEASE 11/12 - 12/11/17	01-14-11-6213	185.59
Building Maintenance							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	SPDT PUSH SWITCH	01-16-11-6212	49.77
00520		5003001000 11/17	13-Nov-17	LACLEDE GAS	SPIRE ACH 10/13-11/12	01-16-11-6252	865.98
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-16-11-5234	25.35
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-16-11-5235	5.07
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-16-11-5236	19.31
00162		13915103 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	GOVT CTR 8/25-11/21/17	01-16-11-6254	2,100.31
00160		0247372-612061715	06-Dec-17	MSD	300 N. NEW BALLAS OCT 2017	01-16-11-6254	905.81
Police-Administration							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING DURIN CJIS CONF	01-21-11-6265	187.46
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS FOR CALEA ACCRED. MGRS	01-21-11-7304	21.50
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS FOR CALEA ACCRED. MGRS	01-21-11-7304	19.51
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-21-11-5234	150.51
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-21-11-5235	30.10
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-21-11-5236	107.95
00445		120417	04-Dec-17	MAJOR CASE SQUAD OF GREATER ST. LOUIS	MEMBERSHIP RENEWALS	01-21-11-6261	525.00



City of Creve Coeur

Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00050	P002794	INV0057421	15-Nov-17	REJIS	SUBSCRIPTION FEE-NOV 2017	01-21-11-6202	4,030.39
00050		INV0057421..	15-Nov-17	REJIS	IMDS ORACLE DB MAINT-NOV 2017	01-21-11-6202	21.00
00050		INV0057421..	15-Nov-17	REJIS	ASA 5505 MAINT-NOV 2017	01-21-11-6202	20.77
00050		INV0057421..	15-Nov-17	REJIS	10% MONTHLY SUBSC. REBATE-NOV	01-21-11-6202	-604.56
Police-Administration (Cont'd)							
00050		INV0057421..	15-Nov-17	REJIS	LIVESCAN CONNECTION-NOV 2017	01-21-11-6202	50.00
00050		INV0057421..	15-Nov-17	REJIS	WIRELESS CONNECTION-NOV 2017	01-21-11-6202	8.00
00050		INV0057422	16-Nov-17	REJIS	FRID BADGE FOR NEW OFFICER	01-21-11-6213	7.50
00050	P002767	INV0057421.	15-Nov-17	REJIS	GLOBAL SOFTWARE SVC-NOV 2017	01-21-11-6213	1,155.00
00050		INV0057421..	15-Nov-17	REJIS	12 EA DATA LINES-NOV 2017	01-21-11-6253	588.00
Police-Investigations							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	CRIMINAL EXCHANGE MTG	01-21-21-6264	300.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-21-21-5234	156.00
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-21-21-5235	31.20
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-21-21-5236	118.78
00050		INV0057421..	15-Nov-17	REJIS	IMDS ORACLE DB MAINT-NOV 2017	01-21-21-6202	10.50
00311		690510	14-Nov-17	WEBER CHEVROLET	OIL SENSOR, WINDOW MOTOR 2423	01-21-21-6210	391.18
00311	P002895	686481	14-Sep-17	WEBER CHEVROLET	VARIOUS REPAIRS ON 2426	01-21-21-6210	1,212.00
Police-Patrol							
00669		312983	23-Aug-17	APPLIED CONCEPTS-STALKER RADAR	DSR ERGO REMOTE CONTROL	01-21-22-6211	125.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	SHIPPING FEE-ASP BATON REPAIR	01-21-22-6211	12.09
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	ANTENNA CABLE, 16 FT	01-21-22-6211	119.95
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	TYRE TREAD DEPTH GAUGE (GRN)	01-21-22-7302	18.90
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	DVD SLEEVES	01-21-22-7304	23.96
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	2 EA \$50 GAS CARDS-PHILLIPS	01-21-22-7304	100.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	1 EA \$50 GAS CARD-MOBIL	01-21-22-7307	50.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	2 EA \$50 GAS CARDS-BP	01-21-22-7307	100.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	300 TARGETS	01-21-22-7313	121.75
02119		391756	20-Nov-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SVC & 2 TIRES 2417	01-21-22-6210	72.95
02119		391670	17-Nov-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SVC 2409, WINDOW REL	01-21-22-6210	192.82
02119		391637	16-Nov-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SVC, 1 TIRE 2416	01-21-22-6210	57.95
02119		391600	15-Nov-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	REPLACE RF TIRE CAR 2411	01-21-22-6210	15.00
00364	P002890	1283820-IN	16-Nov-17	GULF STATES DISTRIBUTORS	6000 ROUNDS .40 CALIBER 180GR	01-21-22-7313	1,554.00
00147		580858	14-Nov-17	INTOXIMETERS	ALCO SENSOR MAINT FEE	01-21-22-6211	151.50
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-21-22-5234	818.25
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-21-22-5235	163.65
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-21-22-5236	519.86
00970		1852-208283	20-Nov-17	O'REILLY AUTO PARTS	CAR MAINTENANCE ITEMS	01-21-22-6210	63.57
Public Works							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	PLATS FOR MOSLEY	01-31-11-6202	3.25
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (JAGGI)	01-31-11-6265	13.44
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	EMPLOYEE WORK SHIRTS	01-31-11-7308	210.73



City of Creve Coeur
Paid Invoice Listing
November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MULTIFUNCTIONAL OFFICE CHAIR	01-31-11-9504	164.95
02169		474762	29-Nov-17	DREXEL TECHNOLOGIES, INC.	2 ROLLS PAPER, MAINT.	01-31-11-6213	113.48
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-31-11-5234	66.35
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-31-11-5235	13.27
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-31-11-5236	50.45
01425	P002776	344997242	24-Nov-17	US BANK	COPIER RENTAL FEE 11/20 - 12/2	01-31-11-6213	363.64



City of Creve Coeur

Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
Streets							
00520		9717450000 11/17	13-Nov-17	LACLEDE GAS	SPIRE ACH 10/13-11/12	01-31-41-6252	155.82
00520		7725111000 11/17	17-Nov-17	LACLEDE GAS	SPIRE ACH 10/19-11/16	01-31-41-6252	121.58
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-31-41-5234	161.25
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-31-41-5235	32.25
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-31-41-5236	113.96
00162		10165480 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	12015 OLIVE IRRIG 8/24-11/21	01-31-41-6254	2,587.02
00162		10314329 11/17	21-Nov-17	MISSOURI AMERICAN WATER CO.	BEACON HILL IRRIG 8/24-11/20/1	01-31-41-6254	72.96
00162		10436281 11/17	16-Nov-17	MISSOURI AMERICAN WATER CO.	1030 LINDBERGH 8/18-11/13/17	01-31-41-6254	24.18
00162		10165879 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	12136 OLIVE IRR 8/24-11/20/17	01-31-41-6254	2,567.14
00162		13915936 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	599 BALLAS IRR 8/25-11/22/17	01-31-41-6254	574.80
00162		13916021 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	309 BALLAS IRR 8/26-11/22/17	01-31-41-6254	488.65
00162		13916380 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	241 BALLAS IRR 8/26-11/22-17	01-31-41-6254	240.14
00162		13916618 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	145 BALLAS IRR 8/26-11/22/17	01-31-41-6254	233.52
00162		13916793 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	298 BALLAS IRR 8/25-11/21/17	01-31-41-6254	697.39
00162		13916984 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	160 BALLAS IRR 11/24-11/21/17	01-31-41-6254	203.70
00162		13917178 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	198 BALLAS IRR 8/24-11/21/17	01-31-41-6254	81.11
00162		13917369 11/10	22-Nov-17	MISSOURI AMERICAN WATER CO.	201 BALLAS IRR 8/25-11/21/17	01-31-41-6254	173.88
00162		13917789 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	333 BALLAS IRR 8/26-11/22/17	01-31-41-6254	92.83
00162		13918065 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	740 BALLAS IRR 8/24-11/22/17	01-31-41-6254	150.69
00162		13918416 11/17	27-Nov-17	MISSOURI AMERICAN WATER CO.	451 BALLAS IRR 8/24/11/22/17	01-31-41-6254	59.49
00162		13918706 11/10	27-Nov-17	MISSOURI AMERICAN WATER CO.	533 BALLAS IRR 8/26-11/22/17	01-31-41-6254	133.78
00162		09384472 11/17	21-Nov-17	MISSOURI AMERICAN WATER CO.	12536 OLIVE IRR 8/24-11/20/17	01-31-41-6254	1,772.28
00162		13919112	22-Nov-17	MISSOURI AMERICAN WATER CO.	996 RUE D L BANK 8/25-11/21/17	01-31-41-6254	89.28
00160		0473730-012061715	06-Dec-17	MSD	GARAGE OCT 2017	01-31-41-6254	64.17
Parks							
00134	P002858	02741946 PO 11/17	06-Nov-17	BANK OF AMERICA	DOG TAGS FOR 2018 MEMBERSHIP T	01-31-43-6247	562.50
00520		7725111000 11/17	17-Nov-17	LACLEDE GAS	SPIRE ACH 10/19-11/16	01-31-43-6252	121.59
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-31-43-5234	32.70
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-31-43-5235	6.54
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-31-43-5236	24.83
00162		12610603 11/17	21-Nov-17	MISSOURI AMERICAN WATER CO.	TAPP HSE 8/23-11/17/17	01-31-43-6254	298.25
00162		13919112	22-Nov-17	MISSOURI AMERICAN WATER CO.	996 RUE D L BANK 8/25-11/21/17	01-31-43-6254	89.29
00162		13559299 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	CONWAY FOUNTAIN 8/24-11/21/17	01-31-43-6254	67.85
00162		13559367 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	CONWAY RSTRMS 8/24-11/21/17	01-31-43-6254	125.56
00162		15183834 11/17	22-Nov-17	MISSOURI AMERICAN WATER CO.	FOUNTAIN PK 8/24-11/21/17	01-31-43-6254	105.68
00162		13713338	21-Nov-17	MISSOURI AMERICAN WATER CO.	12301 CONWAY 8/245-11/17/17	01-31-43-6254	177.19
00162		015349900 11/17	21-Nov-17	MISSOURI AMERICAN WATER CO.	LAKE SCH PRK 8/24-11/20/17	01-31-43-6254	54.62
00162		14108564 11/10	21-Nov-17	MISSOURI AMERICAN WATER CO.	MILL PK 8/23-11/20/17	01-31-43-6254	984.15
00160		0783768-512061715	06-Dec-17	MSD	902 N. MASON OCT 2017	01-31-43-6254	48.29
00160		0567312-412061715	06-Dec-17	MSD	BEIRNE PARK-OCT 2017	01-31-43-6254	44.32
00160		0472261-712061715	06-Dec-17	MSD	CONWAY PARK -OCT 2017	01-31-43-6254	32.41



City of Creve Coeur
Paid Invoice Listing
November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00160		0034325-112061715	06-Dec-17	MSD	11370 ST PAUL-9/30-10/31/17	01-31-43-6254	28.44



City of Creve Coeur
Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
Planning Division							
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	CREDIT MEMO	01-32-11-6265	-19.17
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING (JAGGI)	01-32-11-6265	138.17
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (JAGGI)	01-32-11-6265	8.74
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (JAGGI)	01-32-11-6265	15.94
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-32-11-5234	85.95
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-32-11-5235	17.19
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-32-11-5236	41.86
00213		112117-1	21-Nov-17	MCLAUGHLIN COURT REPORTING SERVICES, INC	COURT RPTR PUB HRG 11/6/17	01-32-11-6202	646.50
00213		112117-2	21-Nov-17	MCLAUGHLIN COURT REPORTING SERVICES, INC	COURT RPTR PUB HRG 11/20/17	01-32-11-6202	83.00
00303		743528323	14-Nov-17	MISSOURI LAWYERS MEDIA	PUBLIC HRG NOTICE FOR P&Z	01-32-11-6202	40.60
Building Division							
00275		17520-11002 11/17	24-Nov-17	AMERENUE	FEE FOR MONTH SUCCESSOR REPORT	01-32-61-6262	150.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MABOI SEMINAR REG FEE-BOLLS	01-32-61-6261	55.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	ANNUAL DUES-NFPA-UNSER	01-32-61-6262	175.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (UNSER)	01-32-61-6265	8.73
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (UNSER)	01-32-61-6265	13.44
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	MEALS DURING CONF (UNSER)	01-32-61-6265	15.94
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING-MABOI SEMINAR-HOLMES	01-32-61-6265	309.92
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING (UNSER)	01-32-61-6265	119.00
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	LODGING-MABOI SEMINAR-MICHELS	01-32-61-6265	247.52
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	BLDG DIV FORMS & JOB CARDS	01-32-61-7304	567.43
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	SET OF COPIES FOR RECORD REQUE	01-32-61-7304	69.03
00134		02741946 GF 11/17	06-Nov-17	BANK OF AMERICA	BUILDING DIVISION UNIFORMS	01-32-61-7308	908.07
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	GROUP LIFE-DEC 17	01-32-61-5234	162.34
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D-DEC 2017	01-32-61-5235	32.47
00710		1554999GR12061715	06-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD-DEC 17	01-32-61-5236	134.90
Capital Improvements							
00606	P002883	PAY #8 BALLAS	20-Nov-17	HORNER & SHIFRIN INC	SIDEWALK DESIGN	02-61-71-9510-17710	2,994.97
02769	P002678	FINAL PAY ALDEN	06-Dec-17	KELPE CONTRACTING, INC.	BOX CULVERT REPAIR	02-61-71-9509-16525	7,010.87
01583	P002824	PAY #1 GC BRIDGE	20-Nov-17	SPENCER CONTRACTING COMPANY	INSTALLATION PROJECT	02-61-71-9506-17319	80,290.00
Ice Arena							
00195		12203	15-Nov-17	ALARM 24, INC.	MONITORING FEE 12/1/17-2/28/18	06-14-31-6202	60.00
02795		3071032861	10-Nov-17	AMERIGAS PROPANE	PROPANE FOR OLYMPIA (11/9/17)	06-14-31-7307	435.79
02795		3071725290	30-Nov-17	AMERIGAS PROPANE	PROPANE FOR OLYMPIA (11/28/17)	06-14-31-7307	494.77
01550		313050934	14-Nov-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/14/17)	06-14-31-7301	7.91
01550		313099884	28-Nov-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/28/17)	06-14-31-7301	7.91
01550		313075189	21-Nov-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/21/17)	06-14-31-7301	7.91
01550		313099884	28-Nov-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/28/17)	06-14-31-7308	10.45
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	CARPET CLEANING	06-14-31-6212	160.31
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	PICTURES FOR FLYER	06-14-31-6260	2.00
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	PICTURES FOR FLYER	06-14-31-6260	2.00



City of Creve Coeur

Paid Invoice Listing

November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	PICTURE FOR FLYER	06-14-31-6260	1.00
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	FACEBOOK AD-HALLOWEEN SKATE	06-14-31-6260	29.53
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	MPRA MINI CONF 11/16/17	06-14-31-6261	40.00
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	DEFIB PADS & BATTERY	06-14-31-6271	614.70
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	BROOMS	06-14-31-7301	13.96
Ice Arena (cont'd)							
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	GENERAL SUPPLIES	06-14-31-7304	13.96
00014		0136635112317	23-Nov-17	CHARTER COMMUNICATIONS	SERVICE FOR DEC 2017	06-14-31-6255	198.93
02112		4904	28-Nov-17	CLASSIC IMAGES LLC	STAFF HOODIES	06-14-31-7308	123.39
00080		5399-103-5	10-Nov-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	22.99
00520		4981701000 11/17	16-Nov-17	LACLEDE GAS	SPIRE ACH 10/18-11/15	06-14-31-6252	1,715.31
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LIFE DEC 2017	06-14-31-5234	38.79
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D DEC 2017	06-14-31-5235	7.76
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD DEC 2017	06-14-31-5236	29.46
00040		913620	20-Nov-17	MILBRADT	ICE EDGER MAINT.	06-14-31-6211	15.07
00162		13831700 11/17	16-Nov-17	MISSOURI AMERICAN WATER CO.	11400 OLDE CABIN 10/17-11/15	06-14-31-6254	1,115.09
00048		220692	13-Nov-17	PAVYER	OLYMPIA BLADE SHARPENING	06-14-31-6211	22.70
01693		99736156	17-Nov-17	RICOH USA, INC	COPIER LEASE 11/12 - 12/11/17	06-14-31-6213	185.59
Golf Maintenance							
00320	P002868	78949	28-Nov-17	GAMMA TREE	REMOVAL OF 3 TREES	06-14-32-9501	1,125.00
00117		2022517	27-Nov-17	HOME DEPOT	GROUNDS SUPPLIES	06-14-32-6212	42.18
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LIFE DEC 2017	06-14-32-5234	37.05
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D DEC 2017	06-14-32-5235	7.41
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD DEC 2017	06-14-32-5236	27.99
02831		0001236-IN	17-Nov-17	MACROSORB TECHNOLOGIES LLC	MACROFOL	06-14-32-7303	422.00
00162		13831700 11/17	16-Nov-17	MISSOURI AMERICAN WATER CO.	11400 OLDE CABIN 10/17-11/15	06-14-32-6254	371.70
00042		188922	13-Nov-17	MPR SUPPLY	SHUT OFF VALVES	06-14-32-6212	20.78
00175		1147715-00	16-Nov-17	MTI DISTRIBUTING, INC.	IRRIGATION SWING JOINTS	06-14-32-6212	145.12
02786		83481	13-Nov-17	PAR WEST TURF SERVICES, INC.	IRRIGATION PARTS	06-14-32-6212	189.03
02638		735904	27-Oct-17	WM NOBBE & COMPANY, INC.	TIRE FOR 2500E	06-14-32-6211	82.50
Pro Shop							
00195		12203	15-Nov-17	ALARM 24, INC.	MONITORING FEE 12/1/17-2/28/18	06-14-33-6202	60.00
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	HOSE NOZELS	06-14-33-7302	14.75
00344		1002687553	17-Nov-17	BRIDGESTONE GOLF, INC.	SHIPPING FEE	06-14-33-8324	0.12
00121		928392631	31-Oct-17	CALLAWAY GOLF	SHIPPING FEE	06-14-33-8325	0.12
00014		0136635112317	23-Nov-17	CHARTER COMMUNICATIONS	SERVICE FOR DEC 2017	06-14-33-6255	66.30
00080		5399-103-5	10-Nov-17	DIERBERGS	CARPET CLEANER	06-14-33-7304	16.36
00520		4981701000 11/17	16-Nov-17	LACLEDE GAS	SPIRE ACH 10/18-11/15	06-14-33-6252	571.77
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LIFE DEC 2017	06-14-33-5234	18.45
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	AD&D DEC 2017	06-14-33-5235	3.69
00710		1554999 EF	01-Dec-17	LINCOLN NATIONAL LIFE INSURANCE CO.	LTD DEC 2017	06-14-33-5236	14.02
01693		99736156	17-Nov-17	RICOH USA, INC	COPIER LEASE 11/12 - 12/11/17	06-14-33-6213	185.59



City of Creve Coeur
Paid Invoice Listing
November 23 2017 thru December 6, 2017

B.a

12/6/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00119		905010980	16-Nov-17	TITLEIST	SHIPPING FEE	06-14-33-8324	0.08
Snack Bar							
01550		313050934	14-Nov-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/14/17)	06-14-34-7301	5.89
01550		313099884	28-Nov-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/28/17)	06-14-34-7301	5.89
01550		313075189	21-Nov-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/21/17)	06-14-34-7301	5.89
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	FOOD FOR RESALE	06-14-34-8315	64.50
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	FOOD FOR RESALE-WOMENS GOLF LU	06-14-34-8315	99.90
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	BEER FOR RESALE	06-14-34-8316	104.99
00134		02741946 EF 11/17	06-Nov-17	BANK OF AMERICA	ICE CREAM SNACKS FOR RESALE	06-14-34-8319	198.00
00080		8285-113-5	24-Nov-17	DIERBERGS	BEER FOR RESALE	06-14-34-8316	85.69
Snack Bar (Cont'd)							
02776	P002881	5991201723	30-Nov-17	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE BEVERAGES FOR RESALE	06-14-34-8316	599.56
02776		5991201723A	30-Nov-17	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE CUPS	06-14-34-8321	65.75
01471		102266B	28-Nov-17	RL MUELLER NATIONAL DIST., INC.	TOWELS	06-14-34-7301	33.10
01471		102214A	15-Nov-17	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	86.70
01471		102214A	15-Nov-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	173.95
01471		102266B	28-Nov-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	339.12
01121		114073	27-Nov-17	TJ'S PIZZA	FOOD FOR RESALE	06-14-34-8315	100.85
02684		1051063014	28-Nov-17	TROVERCO, INC.	FOOD FOR RESALE	06-14-34-8315	42.25
02684		1051063014	28-Nov-17	TROVERCO, INC.	SNACKS FOR RESALE	06-14-34-8319	31.29
Police Building Fund							
02765	P002850	34045	15-Nov-17	ARCHIMAGES, INC.	SVCS PROVIDED THRU 10/31/17	15-61-71-6203-17107	97,457.15

392,191.38



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

Meeting: 12/11/17 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5681 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 3,000 Square-Foot Eating and Drinking Establishment, for Freddy's Frozen Custard and Steakburgers, Located at 10453 Olive Boulevard Within the Creve Coeur Pavilion Shopping Center. Final Reading and Passage

Roger Baker, of Winter Architects, on behalf of Greg Waldo, Freddy's Frozen Custard and Steakburgers, submitted an application for a new conditional use permit for a 3,000 sq. ft., limited service restaurant (NAICS 722513) with 84 indoor seats and 42 outdoor seats, at 10453 Olive Boulevard, within the new retail building under construction at the Creve Coeur Pavilion Shopping Center. The subject property is zoned CB, Core Business District. All food services and drinking places (NAICS 722) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Commission recommended approval on November 20, 2017.

Ordinance

Meeting of December 11, 2017

BILL NO. 5681

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 3,000 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT, FOR FREDDY'S FROZEN CUSTARD AND STEAKBURGERS, LOCATED AT 10453 OLIVE BOULEVARD WITHIN THE CREVE COEUR PAVILION SHOPPING CENTER

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

WHEREAS, an application was submitted by Roger Baker, of Winter Architects, on behalf of Greg Waldo, Freddy's Frozen Custard and Steakburgers, for a new conditional use permit for a 3,000 sq. ft., limited service restaurant (NAICS 722513) with 84 indoor seats and 42 outdoor seats, at 10453 Olive Boulevard, within the new retail building under construction at the Creve Coeur Pavilion Shopping Center; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 20, 2017, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and,

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on November 20, 2017; and,

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

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

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

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

BILL NO. 5681

ORDINANCE NO. _____

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 10453 Olive Boulevard, in the "CB" Core Business zoning district, within the Creve Coeur Pavilion Shopping Center, whose legal description is as follows:

Lot 3 of Pavilion Subdivision No. 1, according to the plat thereof recorded in Plat Book 350, Page(s) 195 through 197 of the St. Louis County Records.

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

1. The Conditional Use Permit shall be for the operation of a 3,000 square foot eating and drinking establishment at 10453 Olive Boulevard within the retail building of the Creve Coeur Pavilion Shopping Center.
2. Maximum seating permitted is limited to 84 indoor seats and 42 outdoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 11:00 p.m., 7 days a week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked interior to the site and as far from the public right-of-way as possible.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
9. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
10. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
11. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the

BILL NO. 5681

ORDINANCE NO. _____

time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF _____, 2017.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #17-036 FOR A CONDITIONAL USE PERMIT FOR A FREDDY'S FROZEN CUSTARD AND STEAKBURGERS AT 10453 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, November 20, 2017

LOCATION: 10453 Olive Boulevard, within Creve Coeur Pavilion Shopping Center development.

REQUEST: Roger Baker, of Winter Architects, on behalf of Greg Waldo, Freddy's Frozen Custard and Steakburgers, submitted an application for a new conditional use permit for a 3,000 sq. ft., limited service restaurant (NAICS 722513) with 84 indoor seats and 42 outdoor seats, at 10453 Olive Boulevard, within the new retail building under construction at the Creve Coeur Pavilion Shopping Center.

ADDITIONAL INFORMATION: The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The new multi-tenant retail building was approved by the Planning and Zoning Commission on June 19th. The proposed use will occupy the west side of the building. Exterior changes include new awnings of red and white striping on the north, west, and south elevations.

Key Issues:

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

Comprehensive Plan References

- Mixed-Use Innovation Campus District

Zoning Code References

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

APPLICANT: Greg Waldo
 Freddy's Frozen Custard and Steakburgers
 260 N. Rock Road, Suite 200
 Wichita, KS 67206

APPLICANT'S REPRESENTATIVE: Rodger Baker
 Winter Architects
 1024 E 1st Street N
 Wichita, KS 67214



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: November 15, 2017
ATTACHMENTS: Draft Ordinance
 Applicant's Materials received October 9, 2017

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail/Office:	GC-General Commercial	Old Olive Street Road
South	Monsanto	RO-Research and Office Park District	Olive Boulevard
East	Office	CB-Core Business District	Pavilion Drive
West	Retail	GC-General Commercial	Old Olive Street Road

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and for the long-term Economic Growth & Community Services goal of provide the community services, amenities and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the Mixed-Use Innovation Campus District with a vision for a sustainable hub for cutting-edge research, job opportunities, and community amenities that encourages innovation, collaboration, and entrepreneurship in vibrant, mixed-use environment. This district is supported by diverse housing options, active uses and other community amenities in support of the *39 North Master Plan*. Olive and Lindbergh Boulevard are identified as the primary streets, where a variety of active, office, and residential ground floor uses should be encouraged, with a front build-to line to encourage a consistent location and orientation of building frontages to Primary Street, and parking should primarily be located in shared facilities, behind buildings. Pedestrian amenities should be provided along the front façade of each building and connect to adjacent buildings and public site amenities, including outdoor dining, plazas, fountains, bicycle parking, “parklets” and other elements to promote district vibrancy (p. 99)

The applicant is filling a space within the new retail building and adding outdoor dining along the northwest corner and the south facades facing Olive Boulevard, providing interest to the area as was determined under the review of the retail building. Therefore the proposal meets with the purpose of the District in as much as this request can.

DESIGN GUIDELINES REVIEW

In the review of the use of the corporate identity of the stripped awnings for the tenant space, the Design Guidelines, provide recommendations specifically directed at situations such as this. The following guidelines are of particular interest:

Chapter 2 Building

C. Design

1. A diversity of high quality architectural design is strongly encouraged. Building design should incorporate a clear and well-articulated design concept.
3. The primary building entrance should be clearly defined and provide a sense of entry. It should be oriented to the street and provide protection from the elements, such as recesses, roof overhangs, projecting canopies or other similar features
6. 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. The building should not be designed as a sign and should not be flood lit at night.

D. Relationship to Neighboring Development

1. Architectural design should be compatible with the developing character of the neighborhood area. Design compatibility includes complementary building style, form, size, color and materials.

3. Building color should be compatible with the neighborhood and should reinforce the visual character of the environment of the proposed buildings. The color should not be such that the building is competing for attention, building colors should be subdued and not garish and should not, in any way, constitute "signing" of the building or site.

E. Materials/Colors

4. Architectural consistency of colors, materials and detailing are to be provided between all building elevations. False or decorative façade treatments, where one or more unrelated materials are placed upon the building should be avoided. Large parapet walls should reflect the function behind them [and] should not be freestanding. All elevations need not look alike; however, a sense of overall architectural continuity is strongly encouraged.
5. Material or color changes should occur at a change of place. Materials or color changes at the outside corners of structures that give the impression of "thinness" and artificiality of the materials are discouraged. Inconsistent adornment and frequent changes in material should be avoided.

The Applicant is proposing new striped awnings in keeping with the corporate requirements for the restaurant, along the north, west, and south elevations.

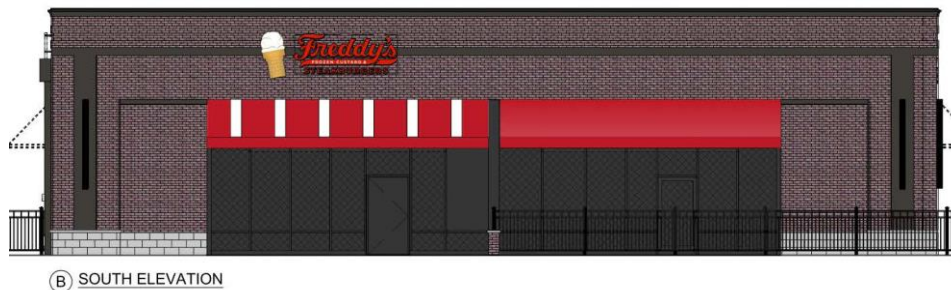


Figure 1: Close-up of the Applicant's North, South, and West Elevations

During the review of site development plan for the building both spaces were shown with a single red color awning for consistency. Staff believes the striping provides for some individual tenant interest given that nothing in the overall building is cooperative in design. However, given that it is corporate in nature, in combination with the signage it may give this tenant an advantage that others are not provided. Maintaining the single red color would be more in keeping with the Design Guidelines, and with prior action of the Commission in reviewing awnings. If the commission wishes to maintain a single red color, a motion will need to be included and discussed with the recommendations listed below.



Figure 2: Close-up of the perspective elevation as presented in review of the Site Development Plan for the Retail Building on June 19, 2017

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing a tenant space within the recently approved retail building that is on the same site as the Panda Express Restaurant within the Creve Coeur Pavilion Center. The request is for a new conditional use permit for a 3,000 sq. ft., limited service restaurant (NAICS 722513) with 84 indoor seats and 42 outdoor seats.

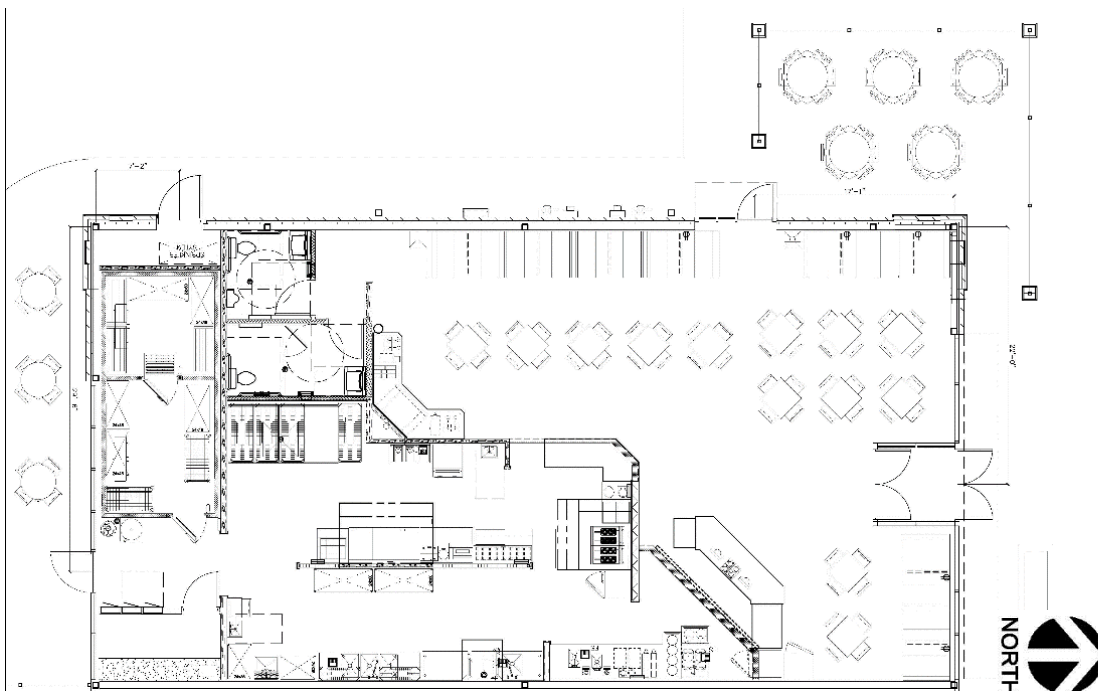


Figure 3: Close-up of the Architectural Floor Plan

Use Intensity:

Section 405.470(14)(b) limits food services and drinking places to no more than 40% of the building square footage collectively in the "CB", "PO", "PC" and "LI" Districts for properties that are less than two acres. The acreage requirement does not apply to restaurants without drive-thru services within the GC District. The Creve Coeur Pavilion Center is 13.34 acres that is a mix of GC and CB Zoning. The location of the proposed restaurant is on the same property as the Panda Express and is zoned CB. During the review of the retail building it was anticipated that a restaurant would occupy one of the spaces, and parking is shared. Therefore, the limit on restaurants within the development does not apply.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area. Thus, for this request a total of 46 spaces is required. Shopping centers designed for restaurant, retail uses and personal service establishments may combine the total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required, per Section 405.820(B)(1). Below is the parking table for the entire center:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
St. Louis Bread Co.*	Restaurant	4,563 (+ 156 maximum occupancy)	1/3 seats in C.U.P., + 1/250 sq. ft.	64
Big Frog T-shirts	Retail	1,059	4/1000 sq. ft.	5
Great Clips	Hair Salon	968	4/1000 sq. ft.	4
Sensory Solutions	Office	4,554	4/1000 sq. ft.	19
IFG Advisors	Office	2,375	4/1000 sq. ft.	10
Vacant	Office	2,018	4/1000 sq. ft.	8
AMC Theater	Theater	39,799 (2,130 seats)	1 space per 6 seats	355
Vacant (Former Sweet Tomatoes*)	Restaurant	7,433	1/3 seats in C.U.P., + 1/250 sq. ft.	143
Ideal Image	Office	2,543	4/1000 sq. ft.	11
Victor Ho Nails & Spa	Nail Salon	1,900	4/1000 sq. ft.	8
Moe's Southwest Grill	Restaurant	4,133 (+90 indoor seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	47
Kim Cheese	Restaurant	2,925 (+65 indoor seats)	1/3 seats in C.U.P. + 1/250 sq. ft.	34
Stir Crazy Cafe	Restaurant	5,930 (+235 for the restaurant, 32 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	108
California Pizza Kitchen*	Restaurant	5,169	1/3 seats in C.U.P., + 1/250 sq. ft.	80
Panda Express	Restaurant	2,525 (+58 indoor seats, 16 outdoor seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	33
New Retail Building remaining 3,000 square feet	Assumed Retail	3,000 square feet	4/1000 sq. ft.	12
Freddy's Frozen Custard & Steakburgers	Restaurant	3,000 square feet (+84 indoor seats, 42 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	46

	Sub-total:	987
	Minus 15% Reduction	148.05
	Total # of Parking Spaces Required:	840
	Total Available On-site:	970
	Excess Parking:	130

Note: * Original CUP issued prior to 2000 did not include seating count. The number provided here is based upon a prior analysis.

Prior to mid-2000, restaurant parking was based square on footage of the space at 1 per 50 square feet, plus 1 space per 8 outdoor seats. For those restaurants indicated by an * above, seating information is based on the maximum occupancy load of the original CUP when provided. For example, St. Louis Bread Company, Ordinance # 2106 indicated a maximum occupancy of 156, where seating could be indoor or outdoor, provided that the total number of seats did not exceed the maximum occupancy. For those where the City does not have a record of the existing number of seating, a prior analysis from a request in 2005 included a total number of parking spaces for each use. However, Staff cannot verify how this number was created. Additionally, since the closure of the Sweet Tomato's Restaurant, Ideal Image expanded into a portion of the former space. A rent roll providing the square footage of the current uses within the center has not been provided, however, the parking rate for this minimal change would not have an impact on the parking calculations as both square footages is 4 spaces/1000 square feet of floor area. Based upon observation of the site, it has plenty of parking available and it is reasonable to assume that the numbers represent more than enough parking for each use. In addition, sufficient pedestrian connections are provided to safely access the building from the parking area within the shopping center. Therefore, as indicated in the above table, a total of 840 parking spaces are required, with 970 spaces available on-site. Thus, a surplus of 130 spaces available. Due to the excess amount of parking available, Staff has included a condition of approval that the Zoning Administrator may authorize additional outdoor seating without having to return for an amendment to the Ordinance based upon review of an outdoor seating plan to ensure adequate pedestrian access is provided, and all other Zoning Code and Building Code requirements are met.

RECOMMENDED CONDITIONS FOR APPROVAL

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

1. The Conditional Use Permit shall be for the operation of a 3,000 square foot eating and drinking establishment at 10453 Olive Boulevard within the Creve Coeur Pavilion Shopping Center.
2. Maximum seating permitted is limited to 84 indoor seats and 42 outdoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 11:00 p.m., seven days a week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked interior to the site and as far from the public right-of-way as possible.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

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

ACTION

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

MOTION

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

“I move to recommend approval of Application #17-036 for a Conditional Use Permit for an eating and drinking establishment for Freddy's Frozen Custard and Steakburgers located at 10453 Olive Boulevard, within the Creve Coeur Pavilion Shopping Center, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of November 20, 2017” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

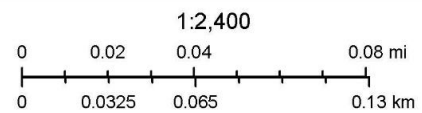
APPENDIX 3: AERIAL PHOTO

Creve Coeur Pavilion Shopping Center



November 1, 2016

— User drawn lines



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 6-14-2017



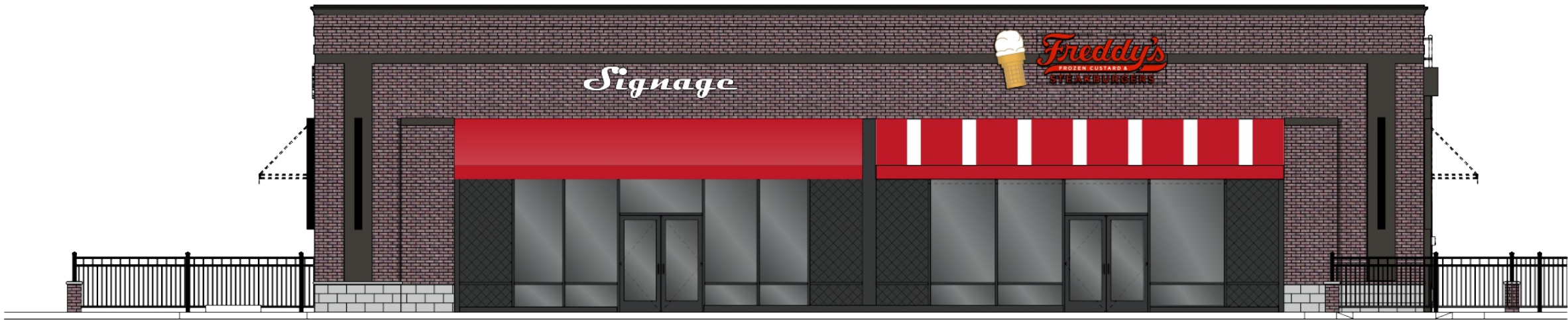
Description: View of the site looking west from Olive Boulevard.



Description: View of the site looking west from the parking lot where the Panda Express will be located.



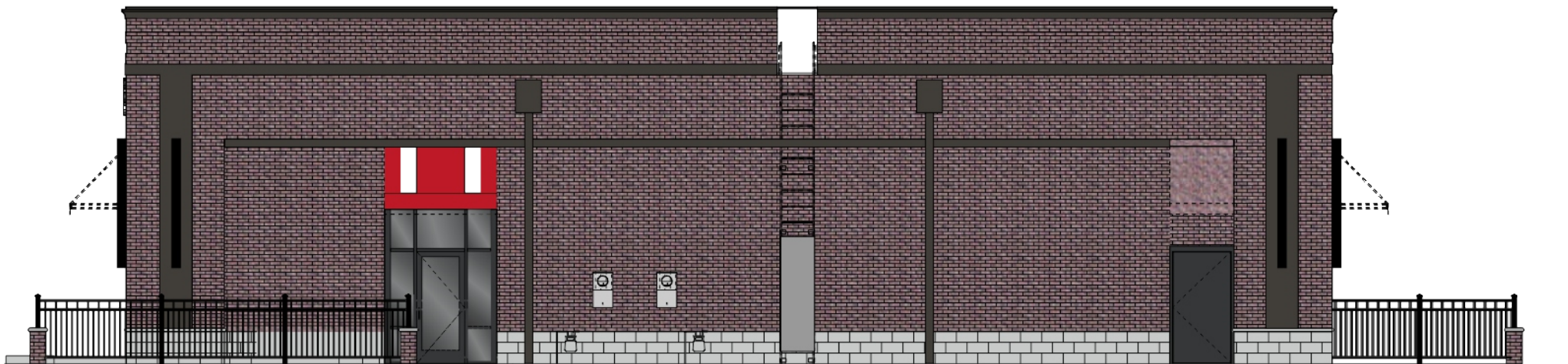
Description: View looking east at the scenic views from the proposed patio area.



(A) NORTH ELEVATION



(B) SOUTH ELEVATION



(C) WEST ELEVATION

DESIGN TYPE	
☐ INTERIOR	☐ EXTERIOR
☐ NEON DISPLAYS	☐ CHANNEL LETTERS
☐ NON-ILLUM SIGNAGE	☐ REV. CHANNEL LETTERS
☐ DUEL POLE SIGN	☐ SINGLE POLE SIGN
☐ MONUMENT SIGN	☐ DIRECTIONAL
☐ CHANGEABLE READER BOARD/ ELE. DISPLAYS	

PROJECT TYPE	
☐ NEW CONSTRUCTION	
☐ REMODELING	
☐ TENANT CHANGES	
☐ LANDLORD IMPROVEMENTS	
☐ CORPORATE CHANGES	
☐ AMENDMENTS TO EXCISING SIGNAGE	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTICE:

ALL GRAPHIC REPRODUCTIONS ARE SUBJECTED BY APPROVAL OF AUTHORIZED CLIENT. AS OF APPROVAL BY THE UNDERSIGNED & DATED PRIOR TO ANY FABRICATION OF PRODUCT, TRI CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed _____ Date _____

Sales Rep. _____ Date _____



DRAWING NO.	6700
SALESPERSON:	Tim Marchese
DRAWN BY:	<i>Sammy Cox</i>
Scale: As Noted.	INSPECTED BY:
Date: 10.02.17	
Revised:	



THE DESIGN AND DETAILS DISCLOSED HEREIN ARE THE EXCLUSIVE PROPERTY OF DAN WINTER ARCHITECT AND SHALL NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT ITS PRIOR WRITTEN CONSENT.

DAN WINTER, ARCHITECT

FREDDY'S FROZEN CUSTARD
10453 OLIVE BLVD.
CREVE COEUR, MISSOURI 63141

**DAN WINTER
ARCHITECT**

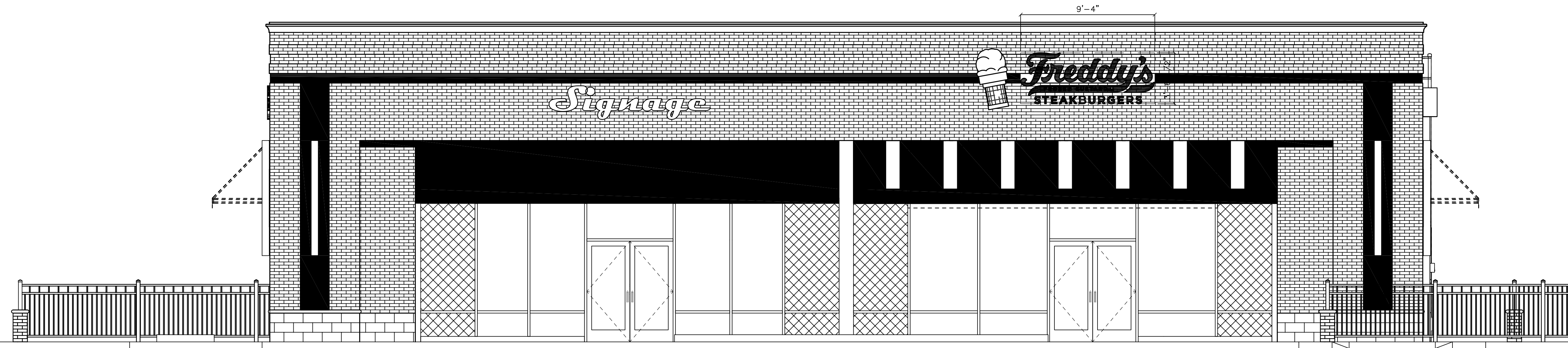
1024 EAST
FIRST STREET
WICHITA, KS.
67214
PH. 316-267-7142

**EXTERIOR
ELEVATIONS**

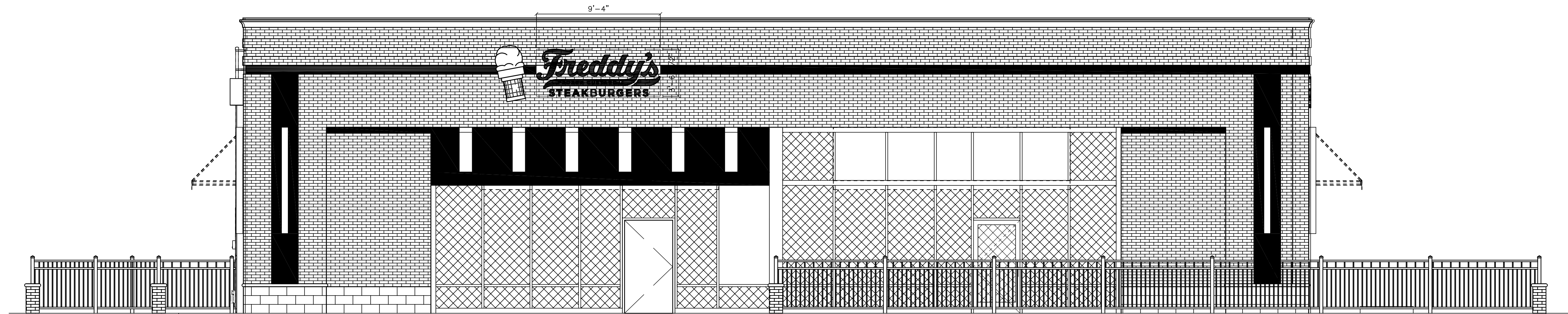
DATE
10/06/2017

DRAWN BY:
RB, RMW
CHECKED BY:
DW

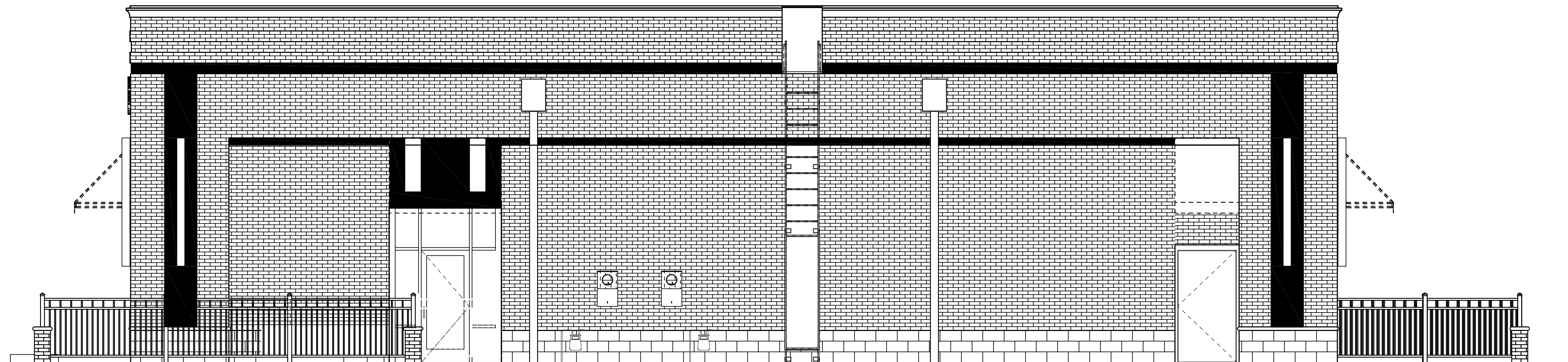
SHEET NO.
A3 Sign



A NORTH ELEVATION
1/4" = 1'-0"



B SOUTH ELEVATION
1/4" = 1'-0"



C WEST ELEVATION
1/4" = 1'-0"



THE DESIGN AND DETAILS DISCLOSED HEREIN ARE THE EXCLUSIVE PROPERTY OF DAN WINTER ARCHITECT AND SHALL NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT ITS PRIOR WRITTEN CONSENT.

DAN WINTER, ARCHITECT

FREDDY'S FROZEN CUSTARD
10453 OLIVE BLVD.
CREVE COEUR, MISSOURI 63141

**DAN WINTER
ARCHITECT**

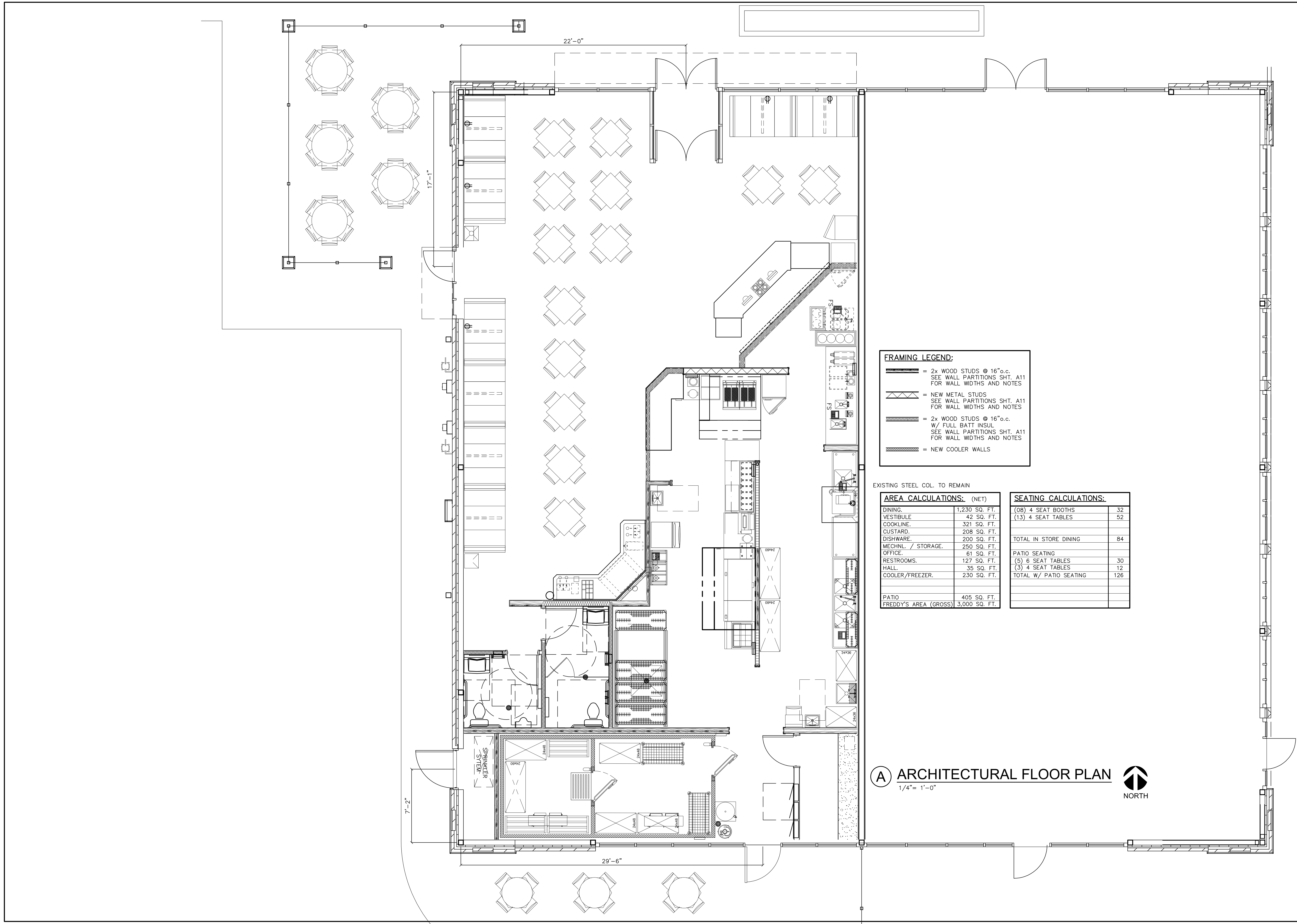
1024 EAST
FIRST STREET
WICHITA, KS.
67214
PH. 316-267-7142

FLOOR PLAN

DATE
10/06/2017

DRAWN BY:
RB, RMW
CHECKED BY:
DW

SHEET NO.
A1



FRAMING LEGEND:

- 2x WOOD STUDS @ 16"o.c.
SEE WALL PARTITIONS SHT. A11
FOR WALL WIDTHS AND NOTES
- NEW METAL STUDS
SEE WALL PARTITIONS SHT. A11
FOR WALL WIDTHS AND NOTES
- 2x WOOD STUDS @ 16"o.c.
W/ FULL BATT INSUL
SEE WALL PARTITIONS SHT. A11
FOR WALL WIDTHS AND NOTES
- NEW COOLER WALLS

EXISTING STEEL COL. TO REMAIN

AREA CALCULATIONS: (NET)	
DINING.	1,230 SQ. FT.
VESTIBULE	42 SQ. FT.
COOKLINE.	321 SQ. FT.
CUSTARD.	208 SQ. FT.
DISHWARE.	200 SQ. FT.
MECHNL. / STORAGE.	250 SQ. FT.
OFFICE.	61 SQ. FT.
RESTROOMS.	127 SQ. FT.
HALL.	35 SQ. FT.
COOLER/FREEZER.	230 SQ. FT.
PATIO	405 SQ. FT.
FREDDY'S AREA (GROSS)	3,000 SQ. FT.

SEATING CALCULATIONS:	
(08) 4 SEAT BOOTHS	32
(13) 4 SEAT TABLES	52
TOTAL IN STORE DINING	84
PATIO SEATING	
(5) 6 SEAT TABLES	30
(3) 4 SEAT TABLES	12
TOTAL W/ PATIO SEATING	126

A ARCHITECTURAL FLOOR PLAN
1/4"= 1'-0"
NORTH

October 6, 2017

City of Creve Coeur
Planning Division
300 N. New Ballas Road
Creve Coeur, Mo. 63141

Planning and Zoning Commission Agenda Application
Conditional Use Permit

Rationale:

Freddy's Frozen Custard would like to request your consideration of our proposal for a new restaurant in a tenant space at 300 N. New Ballas Rd.

Freddy's Frozen Custard is a fast casual concept. All floors are tiles with the public floors of 12" sq. tile being laid out in 36" squares alternating between charcol gray and white. All of Freddy's public walls are a white melamine wainscot below a tile band. Above the tile band is gyp. bd. walls painted monarch gold.

The ceiling above the dining area is open to the structure and underside of the roof deck. This is all painted Freddy's grey.

Dining room seating is six 48" booths along the west side and two 48" booths along the north side. Other seating is thirteen 4 top tables that can be collected together for family seating. Total indoor seating for 84 persons.

There is patio seating for 30 persons within a fenced patio at the northwest corner of the building. Additional patio seating for 12 persons is shown on the south side of the building. All patio tables will have umbrellas.

No changes are being proposed that would negatively affect the surrounding businesses. As for any surrounding residences; the changes we propose are only to make them aware of Freddy's presence in the market and if they know of Freddy's our signage and trade dress reminds them of the friendly Freddy's atmosphere and commitment to its customers.

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, NOVEMBER 20, 2017

6:30 P.M.

APPLICATION NO. 17-036

THOSE IN ATTENDANCE:

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

McLaughlin Court Reporting Services, Inc.

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

1 CHAIRMAN KISTNER: Good evening. Welcome to the
2 Planning and Zoning Commission meeting for the City of
3 Creve Coeur, Monday, November 20th, 2017.

4 Start with our call to order.

5 Mr. Carney?

6 MR. CARNEY: Present.

7 CHAIRMAN KISTNER: Ms. Hall?

8 MS. HALL: Present.

9 CHAIRMAN KISTNER: Mr. Magruder?

10 MR. MAGRUDER: Present.

11 CHAIRMAN KISTNER: Mr. Rovak?

12 MR. ROVAK: Present.

13 CHAIRMAN KISTNER: Ms. Silverman?

14 MS. SILVERMAN: Present.

15 CHAIRMAN KISTNER: Mr. Schuh is absent.

16 City Attorney, Carl Lumley?

17 MR. LUMLEY: Present.

18 CHAIRMAN KISTNER: Director of Community
19 Development, Jason Jaggi?

20 MR. JAGGI: Present.

21 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

22 MS. KELLY: Present.

23 CHAIRMAN KISTNER: And Planning
24 Assistant/Recording Secretary, Jessica Stutte?

25 MS. STUTTE: Present.

1 CHAIRMAN KISTNER: And the Chair, Beth Kistner,
2 present.

3 Moving now to the second item for the night,
4 it's a public hearing, Application No. 17-036, conditional
5 use permit for a Freddy's Frozen Custard and Steakburgers
6 at 10453 Olive Boulevard.

7 Anybody who is going to be speaking or
8 testifying on this matter, if you can come forward to be
9 sworn in.

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

12 CHAIRMAN KISTNER: Start with your name and
13 address, please.

14 GREG WALDO: I didn't know if staff speaks first
15 or whether I do, but --

16 CHAIRMAN KISTNER: Why don't you start.

17 GREG WALDO: I'm Greg Waldo, and I live in
18 Wichita, Kansas. And Freddy's Frozen Custard's home
19 office is in Wichita.

20 For those of you that aren't familiar with
21 Freddy's, we have a location in Shiloh, Illinois; we're
22 working on one in Collinsville, Illinois; there's another
23 one in Cottleville, Missouri, and a fourth one in
24 St. Petersburg [sic] Missouri.

25 We're a fast casual restaurant, so what's really

1 important to us is that our menu is made to order, so that
2 steakburgers, fries are served hot, hot to the guests, and
3 the cold custard is served cold. So we don't hot-hold
4 things under lamps for extended period of time, so that's
5 what differentiates our -- our concept.

6 A little bit about the interior. The -- Freddy
7 Simon is our founder, and many of the pictures from his
8 early life are -- are inside the restaurant, so it's very
9 much a family-oriented business.

10 We're excited to be in Creve Coeur. In the
11 particular location that we're in, we -- we feel would be
12 very conducive to -- to the kind of business that we want
13 to operate.

14 One thing that is different is this location
15 will not have a drive-thru, and that -- that is unusual
16 for us. But we're committed to the community and to the
17 location, and it doesn't lend itself to have a drive-thru,
18 so it'll be dine in, carry out only.

19 The -- in your packet, I think that you have,
20 the exterior of the building is not really a typical
21 Freddy's. Again, we want -- we were committed to the
22 location, so we have not got a lot of corporate trade
23 dress on the exterior of the building. We -- we left what
24 the developer, Altus, pretty much had given us. The only
25 things that are a little bit specific to us are the

1 signage, and when we initially started this process,
2 zoning only allowed us to -- to split the signage allowed,
3 but I think you since heard another signage variance, not
4 sure what the term was called, but --

5 MR. JAGGI: It's a zoning code amendment for the
6 sign regulations.

7 GREG WALDO: Zoning code amendment that now
8 allows businesses in just -- just the setup like ours,
9 where it faces the movie theater on one side, faces the
10 street on the other, to have equal signage on both ends,
11 and that's what we're proposing on our -- our application.

12 The other thing is to get a little bit of
13 uniqueness, we have red and white striped awnings that
14 you'll see in the packet.

15 So with -- with that, we would ask for your
16 consideration in approving our application.

17 And we could field any questions. And our
18 operations manager is here, if you want to have any
19 operations questions then.

20 And, I'm sorry, I didn't bring any samples with
21 me.

22 CHAIRMAN KISTNER: I was just going to ask
23 about that.

24 GREG WALDO: I could see that look in your eye
25 that that was the next question, but I'm sorry, because we

1 serve it fast and hot, that just doesn't work too well to
2 bring.

3 CHAIRMAN KISTNER: Okay.

4 GREG WALDO: So any questions?

5 MR. ROVAK: I do have a minor one.

6 But I notice on -- on the elevations where you
7 have your logo and Freddy's, and then there's a generic
8 space, did you have something specific in mind where we
9 just see the generic space holder that says "signage"?

10 CHAIRMAN KISTNER: They're only going into --

11 MR. ROVAK: Oh, you're only going into the half
12 of this, okay.

13 GREG WALDO: Yeah, we take the west half, I
14 believe. Yeah, we're on the west half. Altus has another
15 tenant that they're working on for the east half, so.

16 MR. ROVAK: Okay. Oh, okay.

17 GREG WALDO: Yeah, we have 3,000 square feet,
18 and I think it's a 6,000 square foot --

19 MR. ROVAK: Okay.

20 GREG WALDO: -- building. Yeah.

21 MR. ROVAK: That's it for me. Thank you.

22 CHAIRMAN KISTNER: Any other questions?

23 MR. CARNEY: I think the package says there's
24 room for 30 outdoor seating?

25 GREG WALDO: Yes.

1 MR. CARNEY: On the west side or I guess it's
2 towards the theater?

3 MR. BAKER: Yeah, there is a -- a larger patio
4 that would be oriented towards this theater, and then
5 there's a smaller patio, because I think as part of the
6 original PUD, there was -- part of that was to have a
7 patio on the -- the street side, so there's a smaller
8 patio back there. The larger patio is more oriented
9 towards the theater, correct.

10 MR. CARNEY: Okay.

11 And then the other question is, is there service
12 entrances on the rear towards the, I guess that'd be
13 towards the west or --

14 CHAIRMAN KISTNER: Olive Boulevard, like on the
15 Olive side?

16 MR. CARNEY: Yeah, which side is the service?

17 MR. BAKER: Yeah, the service faces Olive, the
18 street, yeah.

19 CHAIRMAN KISTNER: And quite high up, I don't
20 think you can see it from the street.

21 MR. BAKER: Yeah, the retaining wall must be 25
22 to 30 feet tall, and it is just a service door. Any
23 trucks would be parking on the theater side and dollying
24 any -- any product into the back side, so it's not like
25 big trucks would be parked back there.

1 MS. KELLY: Whitney Kelly, City Planner, on
2 behalf of the City of Creve Coeur.

3 As you are aware, all limited service
4 restaurants require a conditional use, which is reviewed
5 by the Planning and Zoning Commission and the site
6 development plan and approval by the City Council, which
7 is why we're bringing this application to you tonight.

8 The building was originally proposed and
9 reviewed by the Planning and Zoning Commission on
10 June 19th, so it is under construction.

11 And they are taking one-half. Just to clarify
12 one of the comments, is this is the north elevation, which
13 would be interior to the site. The south elevation along
14 Olive Boulevard. So the actual employee door is to the
15 west in between the two buildings, the adjacent restaurant
16 space next door, so it was more designed that the Olive
17 side would be more elevate -- would be more pedestrian
18 activity and elevated other than just a rear, and which is
19 why we had outdoor seating in -- in the front, as well as
20 in the rear -- or south side, I mean.

21 So they are taking out one-half of this space
22 with -- and they're requesting a total of 84 indoor seats
23 and 42 exterior seating.

24 In the review of the total site plan there is
25 sufficient parking to accommodate issues with elements in

1 excess of 130 spaces on the site.

2 And the -- they are requesting approval of, as
3 awnings are specifically reviewed at the Planning and
4 Zoning Commission as an exterior change to the building,
5 they are reviewing the striping.

6 When the proposal came in for the whole
7 building, it was reviewed as all red, however, as the
8 applicant has indicated, the building is unique for them
9 and there is no other corporate identity outside of
10 the exist -- the signage on the wall, so maintaining the
11 single red color on both sides is a matter of your review
12 for allowing the striping, so.

13 That's all I have.

14 CHAIRMAN KISTNER: Thank you.

15 Questions for Whitney?

16 All right.

17 Is there anyone in the audience that would like
18 to speak to this matter?

19 Seeing none, I think we're ready for discussion.

20 MR. LUMLEY: I'm going to go ahead and --

21 CHAIRMAN KISTNER: Oh.

22 MR. LUMLEY: -- offer the exhibits.

23 CHAIRMAN KISTNER: Yes. Thank you.

24 MR. LUMLEY: Offer the following exhibits into
25 the record of this public hearing: Documentation in

1 possession of the City Clerk reflecting the public notice
2 that's been provided, the staff's report on the matter,
3 the applicant's material, the City Code of Ordinances and
4 Charter, the City Comprehensive Plan, and the public file
5 regarding the application.

6 CHAIRMAN KISTNER: Okay.

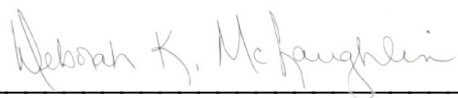
7 Close the hearing.

8 (The Public Hearing was closed at 7:23 p.m.)

9 oOo

10
11 STATE OF MISSOURI)
12) SS
13 COUNTY OF ST. LOUIS)

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

21
22 

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

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

(1) CHAIRMAN KISTNER: - founder

F fourth [1] 3/23 Freddy [1] 4/6 Freddy's [5] 3/5 3/18 3/21 4/21 6/7 fries [1] 4/2 front [1] 8/19 Frozen [2] 3/5 3/18	Illinois [3] 3/21 3/22 10/16 important [1] 4/1 in [28] Inc [1] 1/23 indicated [1] 9/8 indoor [1] 8/22 initially [1] 5/1 inside [1] 4/8 interior [2] 4/6 8/13	live [1] 3/17 location [5] 3/21 4/11 4/14 4/17 4/22 logo [1] 6/7 look [1] 5/24 lot [1] 4/22 Louis [2] 1/25 10/12 Lumley [2] 1/14 2/16	N name [1] 3/12 NEW [1] 1/3 next [2] 5/25 8/16 night [1] 3/3 no [3] 1/7 3/4 9/9 none [1] 9/19 north [2] 1/3 8/12	P p.m [2] 1/5 10/8 package [1] 6/23 packet [2] 4/19 5/14 parked [1] 7/25 parking [2] 7/23 8/25 part [2] 7/5 7/6 particular [1] 4/11
G Gatesbury [1] 1/24 Gene [1] 1/13 generic [2] 6/7 6/9 get [1] 5/12 given [1] 4/24 go [1] 9/20 going [5] 3/7 5/22 6/10 6/11 9/20 Good [1] 2/1 got [1] 4/22 Greg [1] 3/17 guess [2] 7/1 7/12 guests [1] 4/2	into [4] 6/10 6/11 7/24 9/24 is [32] issues [1] 8/25 it [9] 4/17 5/9 6/1 6/21 7/20 7/22 8/10 8/16 9/7 it'll [1] 4/18 it's [6] 3/4 4/8 5/5 6/18 7/1 7/24 item [1] 3/3 itself [1] 4/17	M made [1] 4/1 Magruder [2] 1/12 2/9 maintaining [1] 9/10 manager [1] 5/18 many [1] 4/7 material [1] 10/3 matter [4] 3/8 9/11 9/18 10/2 McLaughlin [4] 1/23 1/24 10/14 10/24 me [2] 5/21 6/21 mean [1] 8/20 meeting [1] 2/2 menu [1] 4/1 mind [1] 6/8 minor [1] 6/5 MISSOURI [5] 1/2 3/23 3/24 10/11 10/15 MO [4] 1/24 1/25 10/23 10/24 MO-CCR [3] 1/24 10/23 10/24 MONDAY [2] 1/4 2/3	not [5] 4/15 4/20 4/22 5/3 7/24 notice [2] 6/6 10/1 NOVEMBER [2] 1/4 2/3 November 20th [1] 2/3 now [2] 3/3 5/7	patio [5] 7/3 7/5 7/7 7/8 7/8 pedestrian [1] 8/17 period [1] 4/4 permit [1] 3/5 Petersburg [1] 3/24 pictures [1] 4/7 plan [3] 8/6 8/24 10/4 Planner [3] 1/15 2/21 8/1 PLANNING [8] 1/1 1/15 2/2 2/23 8/5 8/9 9/3 10/18 please [1] 3/13 possession [1] 10/1 present [10] 2/6 2/8 2/10 2/12 2/14 2/17 2/20 2/22 2/25 3/2 pretty [1] 4/24 process [1] 5/1 product [1] 7/24 Professional [1] 10/15 proposal [1] 9/6 proposed [1] 8/8 proposing [1] 5/11 provided [1] 10/2 public [8] 1/1 3/4 9/25 10/1 10/4 10/8 10/18 10/20
H had [2] 4/24 8/19 half [6] 6/11 6/13 6/14 6/15 8/11 8/21 Hall [2] 1/12 2/7 has [2] 6/14 9/8 have [14] heard [1] 5/3 hearing [7] 1/1 3/4 9/25 10/7 10/8 10/18 10/20 Heather [1] 1/13 here [1] 5/18 hereby [1] 10/17 high [1] 7/19 his [1] 4/7 hold [1] 4/3 holder [1] 6/9 home [1] 3/18 hot [4] 4/2 4/2 4/3 6/1 hot-hold [1] 4/3 however [1] 9/7	June [1] 8/10 June 19th [1] 8/10 just [8] 5/8 5/8 5/22 6/1 6/9 7/22 8/11 8/18	K Kansas [2] 3/18 10/16 Kelly [3] 1/15 2/21 8/1 kind [1] 4/12 Kistner [2] 1/11 3/1 know [1] 3/14 KS [3] 1/24 10/23 10/24 KS-CCR [3] 1/24 10/23 10/24	O offer [2] 9/22 9/24 office [1] 3/19 Oh [3] 6/11 6/16 9/21 Olive [6] 3/6 7/14 7/15 7/17 8/14 8/16 on [22] one [9] 3/22 3/23 3/23 4/14 5/9 6/5 8/11 8/12 8/21 one-half [2] 8/11 8/21 only [5] 4/18 4/24 5/2 6/10 6/11 oOo [1] 10/9 operate [1] 4/13 operations [2] 5/18 5/19 or [5] 3/7 3/15 7/1 7/13 8/20 order [2] 2/4 4/1 Ordinances [1] 10/3 oriented [3] 4/9 7/4 7/8 original [1] 7/6 originally [1] 8/8 other [6] 5/10 5/12 6/22 7/11 8/18 9/9 our [9] 2/4 4/1 4/5 4/5 4/7 5/11 5/11 5/16 5/17 ours [1] 5/8 out [2] 4/18 8/21 outdoor [2] 6/24 8/19 outside [1] 9/9	PLANNING [8] 1/1 1/15 2/2 2/23 8/5 8/9 9/3 10/18 please [1] 3/13 possession [1] 10/1 present [10] 2/6 2/8 2/10 2/12 2/14 2/17 2/20 2/22 2/25 3/2 pretty [1] 4/24 process [1] 5/1 product [1] 7/24 Professional [1] 10/15 proposal [1] 9/6 proposed [1] 8/8 proposing [1] 5/11 provided [1] 10/2 public [8] 1/1 3/4 9/25 10/1 10/4 10/8 10/18 10/20 PUD [1] 7/6
I I'm [4] 3/17 5/20 5/25 9/20 identity [1] 9/9 if [3] 3/8 3/14 5/18 IL [3] 1/24 10/23 10/24 IL-CSR [3] 1/24 10/23 10/24	L lamps [1] 4/4 larger [2] 7/3 7/8 later [1] 10/19 left [1] 4/23 lend [1] 4/17 life [1] 4/8 like [4] 5/8 7/14 7/24 9/17 limited [1] 8/3 little [3] 4/6 4/25 5/12	Mr. Carney [1] 2/5 Mr. Magruder [1] 2/9 Mr. Rovak [1] 2/11 Mr. Schuh [1] 2/15 Ms [5] 1/11 1/12 1/13 1/15 1/15 Ms. [2] 2/7 2/13 Ms. Hall [1] 2/7 Ms. Silverman [1] 2/13 much [2] 4/9 4/24 Muriel [1] 1/12 must [1] 7/21	oriented [3] 4/9 7/4 7/8 original [1] 7/6 originally [1] 8/8 other [6] 5/10 5/12 6/22 7/11 8/18 9/9 our [9] 2/4 4/1 4/5 4/5 4/7 5/11 5/11 5/16 5/17 ours [1] 5/8 out [2] 4/18 8/21 outdoor [2] 6/24 8/19 outside [1] 9/9	Q question [2] 5/25 7/11 questions [5] 5/17 5/19 6/4 6/22 9/15 quite [1] 7/19
				R ready [1] 9/19 really [2] 3/25 4/20 rear [3] 7/12 8/18 8/20 record [1] 9/25

(2) fourth - record

R	Shiloh [1] 3/21	8/25	10/19	Y
Recording [2] 1/15 2/24	Shorthand [1] 10/16	sure [1] 5/4	typical [1] 4/20	yeah [9] 6/13
red [3] 5/13 9/7 9/11	sic [1] 3/24	sworn [2] 3/9 3/10	U	6/14 6/17 6/20
reduced [1] 10/19	side [9] 5/9 7/1 7/7 7/15 7/16	T	under [2] 4/4 8/10	7/3 7/16 7/17
reflecting [1] 10/1	7/23 7/24 8/17 8/20	take [1] 6/13	unique [1] 9/8	7/18 7/21
regarding [1] 10/5	side or [1] 7/1	taking [2] 8/11 8/21	uniqueness [1] 5/13	Yes [2] 6/25 9/23
Registered [1] 10/14	sides [1] 9/11	tall [1] 7/22	unusual [1] 4/15	you [14]
regulations [1] 5/6	sign [1] 5/6	tenant [1] 6/15	up [1] 7/19	you'll [1] 5/14
report [1] 10/2	signage [6] 5/1 5/2 5/3 5/10 6/9 9/10	term [1] 5/4	us [5] 4/1 4/16 4/24 4/25 5/2	you're [1] 6/11
reported [1] 10/17	Silverman [2] 1/13 2/13	testifying [1] 3/8	use [2] 3/5 8/4	your [6] 3/12 4/19 5/15 5/24 6/7 9/11
reporter [5] 3/11 10/15 10/15 10/16 10/17	Simon [1] 4/7	than [1] 8/18	V	Z
Reporting [1] 1/23	since [1] 5/3	Thank [3] 6/21 9/14 9/23	variance [1] 5/3	zoning [9] 1/1 2/2 5/2 5/5 5/7 8/5 8/9 9/4 10/18
requesting [2] 8/22 9/2	single [1] 9/11	that [26]	very [2] 4/8 4/12	
require [1] 8/4	site [4] 8/5 8/13 8/24 9/1	that'd [1] 7/12	W	
restaurant [3] 3/25 4/8 8/15	site [4] 8/5 8/13 8/24 9/1	that's [5] 4/4 5/11 6/21 9/13 10/2	Waldo [1] 3/17	
restaurants [1] 8/4	smaller [2] 7/5 7/7	the exist [1] 9/10	wall [2] 7/21 9/10	
retaining [1] 7/21	so [18]	theater [5] 5/9 7/2 7/4 7/9 7/23	want [3] 4/12 4/21 5/18	
review [2] 8/24 9/11	something [1] 6/8	them [1] 9/8	was [9] 5/4 5/22 5/25 7/6 7/6 8/8 8/16 9/7 10/8	
reviewed [4] 8/4 8/9 9/3 9/7	sorry [2] 5/20 5/25	then [4] 5/19 6/7 7/4 7/11	we [19]	
reviewing [1] 9/5	south [2] 8/13 8/20	there [8] 7/3 7/6 7/8 7/11 7/25 8/24 9/9 9/17	we're [9] 3/21 3/25 4/10 4/11 4/16 5/11 6/14 8/7 9/19	
right [1] 9/16	space [4] 6/8 6/9 8/16 8/21	there's [5] 3/22 6/7 6/23 7/5 7/7	Welcome [1] 2/1	
ROAD [1] 1/3	spaces [1] 9/1	they [4] 8/11 8/21 9/2 9/5	well [2] 6/1 8/19	
room [1] 6/24	speak [1] 9/18	they're [3] 6/10 6/15 8/22	were [2] 3/10 4/21	
Rovak [2] 1/13 2/11	speakers [1] 3/10	thing [2] 4/14 5/12	west [5] 6/13 6/14 7/1 7/13 8/15	
RPR [3] 1/24 10/23 10/24	speaking [1] 3/7	things [2] 4/4 4/25	what [4] 4/5 4/23 5/4 5/11	
S	speaks [1] 3/14	think [7] 4/19 5/3 6/18 6/23 7/5 7/20 9/19	what's [1] 3/25	
samples [1] 5/20	specific [2] 4/25 6/8	this [11]	when [2] 5/1 9/6	
says [2] 6/9 6/23	specifically [1] 9/3	those [2] 1/10 3/20	where [3] 5/9 6/6 6/8	
Schuh [1] 2/15	split [1] 5/2	thru [2] 4/15 4/17	whether [1] 3/15	
seating [3] 6/24 8/19 8/23	square [2] 6/17 6/18	Tim [1] 1/11	which [5] 7/16 8/4 8/6 8/12 8/18	
seats [1] 8/22	SS [1] 10/11	time [1] 4/4	white [1] 5/13	
second [1] 3/3	St [2] 1/25 10/12	tonight [1] 8/7	Whitney [4] 1/15 2/21 8/1 9/15	
Secretary [2] 1/15 2/24	St. [1] 3/24	too [1] 6/1	who [1] 3/7	
see [4] 5/14 5/24 6/9 7/20	St. Petersburg [1] 3/24	total [2] 8/22 8/24	whole [1] 9/6	
Seeing [1] 9/19	staff [1] 3/14	towards [5] 7/2 7/4 7/9 7/12 7/13	why [3] 3/16 8/7 8/19	
serve [1] 6/1	staff's [1] 10/2	trade [1] 4/22	Wichita [2] 3/18 3/19	
served [2] 4/2 4/3	start [3] 2/4 3/12 3/16	transcript [1] 10/20	will [1] 4/15	
service [5] 7/11 7/16 7/17 7/22 8/3	started [1] 5/1	trucks [2] 7/23 7/25	work [1] 6/1	
Services [1] 1/23	STATE [1] 10/11	true [1] 10/19	working [2] 3/22 6/15	
setup [1] 5/8	steakburgers [2] 3/5 4/2	two [1] 8/15	would [9] 4/11 5/15 7/4 7/23 7/25 8/13 8/17 8/17 9/17	
	stenographically [1] 10/18	typewriting [1]		
	street [4] 5/10 7/7 7/18 7/20			
	striped [1] 5/13			
	striping [2] 9/5 9/12			
	Stutte [2] 1/15 2/24			
	sufficient [1]			



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

Meeting: 12/11/17 07:00 PM
Department: Planning Division
Category: Report
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5682 - an Ordinance Vacating an Easement on the
Property at 273 Prince Towne Drive. Final Reading and
Passage**

Request to vacate a 10-foot wide rear yard utility easement at 273 Prince Towne Drive.
Planning and Zoning Commission recommended approval on November 20, 2017.

Ordinance

Meeting of December 11, 2017

BILL NO. 5682

ORDINANCE NO. _____

**AN ORDINANCE VACATING AN EASEMENT ON THE PROPERTY AT
273 PRINCE TOWNE DRIVE**

WHEREAS, Lot 26 of Creve Coeur Place Plat 1, P.B. 157, Pgs 94-95, Section 9, township 45 North Range 5 East, St. Louis County Missouri, addressed as 273 Prince Towne Drive, included a 10 foot wide easement through the middle portion of the property; and

WHEREAS, it has been determined that there are no utility facilities located within the easement area and the various utilities serving this property have provided approval of the easement release, the easement is not needed by the utilities serving this property, and the City has no public interest in the preservation of this easement;

WHEREAS, the vacation of this easement was approved by the Planning & Zoning Commission at their meeting held on November 20, 2017;

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

SECTION 1: Pursuant to the provisions of Section 82.190 RSMo, the easement, as illustrated in the attached Exhibit A, is hereby vacated and the City Administrator is authorized to execute documents on behalf of the City as may be needed to effectuate the vacation and the City Clerk is authorized and directed to attest thereto. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, and the matters herein authorized.

SECTION 2: This ordinance shall become effective pursuant to Section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2017.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

THD

"your solution for
engineering and
surveying"

thddesigngroup.com

OCT 18 2017

Date: October 16, 2017

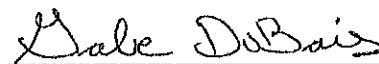
Job # 17-7060-21 – 273 Prince Towne Drive

To:

Jim Heines
Director of Public Works
300 N. New Ballas Road
Creve Coeur, MO 63141
Phone: 314.872.2538

COPIES	DATE	DESCRIPTION
1	10/6/17	City - Easement Vacation Request Letter
1	10/6/17	City - Easement Vacation Exhibit "A"
1	10/6/17	City – Easement Vacation Exhibit "B" (Legal Description)
1	10/6/17	Spire Missouri Inc. Recorded Easement Vacation (22730/806)
1	9/22/17	MO American Water Co. Recorded Easement Vacation (22710/904)
1	10/9/17	MSD Email Re: Easement Vacation Approval
1	10/10/17	Ameren Email Re: Easement Vacation Status Update
1	10/13/17	AT&T Recorded Easement Vacation (22736/1325)

NOTES:



Gabriel DuBois,
Design Director

October 6, 2017

Jim Heines
Director of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Re: 273 Prince Towne Drive
Easement Vacation

City Engineer:

I am requesting the vacation of the 10' wide easement recorded in plat book 157 pages 94-95 and located at 273 Prince Towne Drive, St. Louis, MO. Please see the attached Easement Exhibit "A" and Exhibit "B."

Please contact me with any questions.

Sincerely,

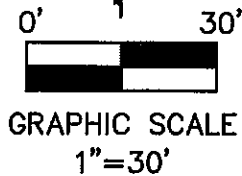


Ron Daugherty

X

EASEMENT VACATION EXHIBIT 273 PRINCE TOWNE DRIVE

FOR LOT 26 OF CREVE COEUR PLACE
PLAT 1, P.B. 157, PGS. 94-95
SECTION 9, TOWNSHIP 45 NORTH, RANGE 5 EAST,
ST. LOUIS COUNTY, MISSOURI



N/F
COMMON GROUND
ROYALWAY DEV CO
LOC. 180530443

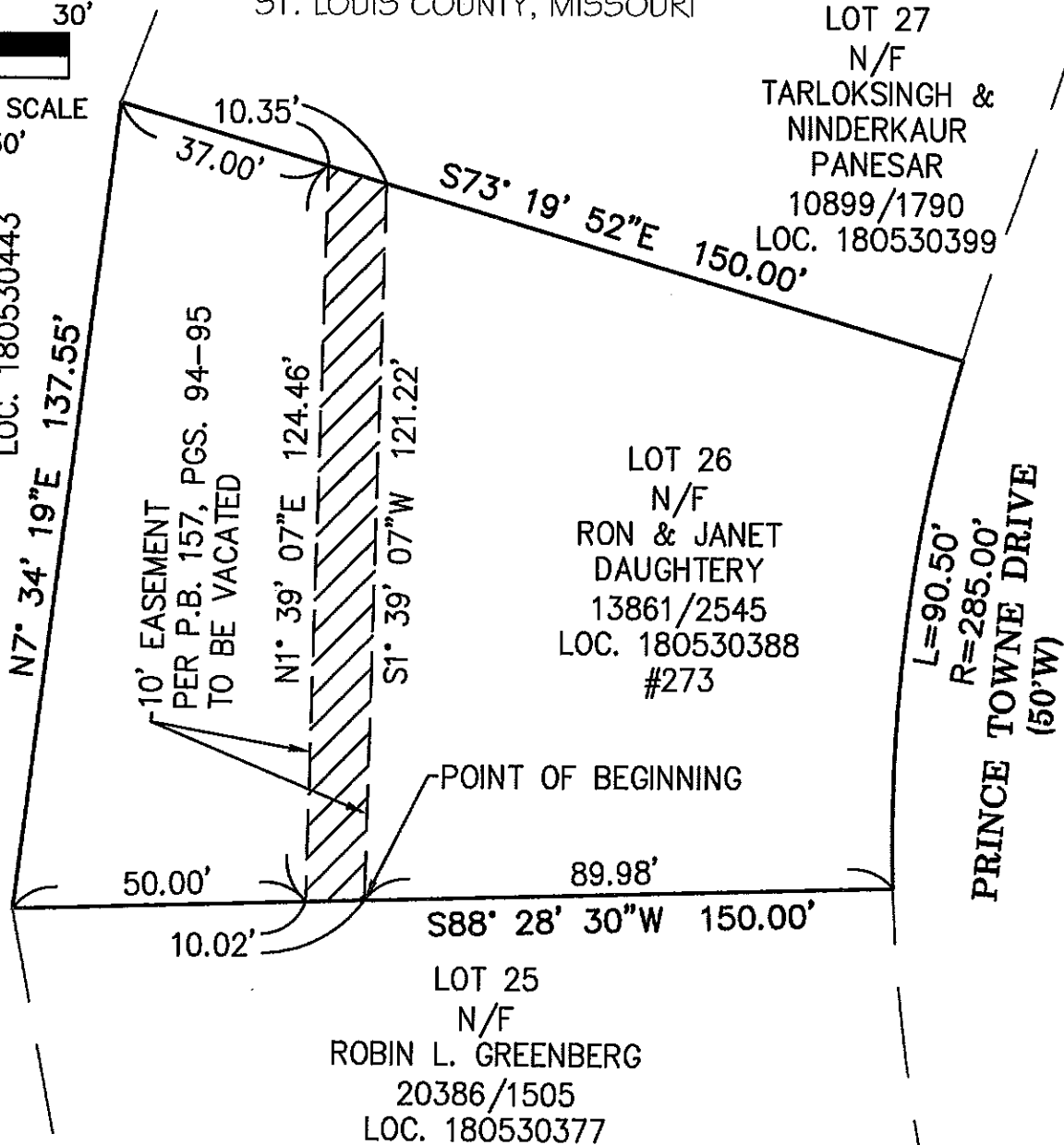


EXHIBIT "A"

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"

Corporate Certificate of Authority #2011004415

148 CHESTERFIELD IND. BLVD.
CHESTERFIELD, MO 63005

TEL: 636-294-2972

FAX: 636-294-3027

WEB: THDDDESIGNGROUP.COM

ORDER # 17-7060-21

DATE: 10/06/2017

DRAWN: MWM

EXHIBIT "B"

273 Prince Towne Drive

Property Legal Description:

Lot 26 of Creve Coeur Place Plat 1, P.B. 157, Pgs. 94-95, Section 9, Township 45 North, Range 5 East, St. Louis County, Missouri

Easement Legal Description:

Commencing at the Northeast corner of Lot 25 of Creve Coeur Place Plat 1, P.B. 157, Pgs. 94-95, Section 9, Township 45 North, Range 5 East, St. Louis County, Missouri; thence along the North property line of said Lot 25 of Creve Coeur Place Plat 1, South 88 Degrees 28 Minutes 30 Seconds West, 89.98 feet to a point on the said North property line being the Point of Beginning; thence, along the said North property line, South 88 Degrees 28 Minutes 30 Seconds West, 10.02 feet to a point; thence, leaving the said North property line, North 01 Degrees 39 Minutes 07 Seconds East, 124.46 feet to a point on the South property line of Lot 27 of Creve Coeur Place Plat 1; thence, along the said South property line, South 73 Degrees 19 Minutes 52 Seconds East, 10.35 feet to a point; thence, leaving said South property line, South 01 Degrees 39 Minutes 07 Seconds West 121.22 feet to the Point of Beginning and containing 0.028 Acres, more or less.



city of CREVE COEUR

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

MEMO TO PLANNING AND ZONING COMMISSION

Meeting Date: November 20, 2017

Subject: 273 Prince Towne Drive Easement Vacation

Memo Prepared by: Jason Jaggi, AICP, Director of Community Development

Attachment: Easement Vacation Exhibit; Release Letters from Utilities

A request has been filed by Mr. Jim Heines, Director of Public Works, for an easement vacation on the property at 273 Prince Towne Drive. The owners of the property have requested that the City approve the vacation of an existing 10-foot wide easement located in the rear of the property. The easement vacation request is associated with the construction of a new retaining wall to address slope failure on the property.

In order for the City to approve the release the easement, the utilities serving the property must be notified and grant consent to the release. Upon review of this easement, it has been determined that there are no utility facilities located within the easement area and the various utilities serving this property have provided approval of the easement release and the City's Public Works Department also supports the release.

The Planning and Zoning Commission is required to provide a recommendation to City Council on the release of this easement. Because the easement is not needed by the utilities serving this property and the City has no public interest in the preservation of this easement, staff recommends approval.

Gabe DuBois

From: Williams, Roxanne R <RWilliams10@ameren.com>
Sent: Tuesday, October 10, 2017 3:54 PM
To: Conway, Brenda J; Gabe DuBois; Hoven, Matthew D
Subject: RE: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Yes, I received this one and am waiting for a response from Operations.

From: Conway, Brenda J
Sent: Tuesday, October 10, 2017 3:46 PM
To: Gabe DuBois; Hoven, Matthew D
Cc: Williams, Roxanne R
Subject: FW: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Roxanne,
 Do you have this vacation, this is in the Dorsett District ?

Thanks,
 Brenda Conway

From: Gabe DuBois [<mailto:Gabe@THDDesignGroup.com>]
Sent: Tuesday, October 10, 2017 3:38 PM
To: Hoven, Matthew D
Cc: Conway, Brenda J
Subject: FW: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

EXTERNAL SENDER. Do not click on links or open attachments that are not expected and do not give out User IDs or passwords.

Hi Matt,

I am following up on the email below. Please provide status when you get a moment. We would like to wrap this up as soon as possible.

Thank you,

Gabriel DuBois
 Design Director



148 Chesterfield Industrial Boulevard, Suite E
 Chesterfield, MO 63005
 Office 636.294.2972 x1008
 Direct 636.733.6055
 Fax 636.294.3027
Gabe@THDDesignGroup.com

www.THDDesignGroup.com

From: Gabe DuBois [<mailto:Gabe@THDDesignGroup.com>]
Sent: Monday, September 18, 2017 5:29 PM
To: 'mhoven@ameren.com'
Cc: Conway, Brenda J; mattm@thddesigngroup.com
Subject: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Mr. Hoven,

The owner of the above referenced property is seeking to repair an existing slope instability. The above referenced easement is in conflict w/ the proposed retaining wall. We were unable to find evidence of any existing utilities on available maps and through a utility locate request. Please check for conflict and provide direction on the next step to getting this easement vacated.

I have attached the original plat, the Site Plan and an Easement Vacation Exhibit. Please let me know if you have any questions or request for additional information.

Please note the original plat dedicated the easement to UE. Please also verify Ameren rights as successor.

Thank you,

Gabriel DuBois
Design Director



148 Chesterfield Industrial Boulevard, Suite E
Chesterfield, MO 63005
Office 636.294.2972 x1008
Direct 636.733.6055
Fax 636.294.3027
Gabe@THDDesignGroup.com
www.THDDesignGroup.com

This communication and any attachments may be privileged and/or confidential and protected from disclosure, and are otherwise the exclusive property of Ameren Corporation and its affiliates (Ameren) or the intended recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Note that any views or opinions presented in this message do not necessarily represent those of Ameren. All e-mails are subject to Ameren policies. If you have received this in error, please notify the sender immediately by replying to the message and deleting the material from any computer.

Book:22736 - Page:1325



* 2 0 1 7 1 0 1 3 0 0 2 8 5 *

GERALD E. SMITH, RECORDER OF DEEDS

ST. LOUIS COUNTY MISSOURI

41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
REL

GRANTOR

TO

GRANTEE

SOUTHWESTERN BELL
TELEPHONE COMPANY (AT&T)

DAUGHERTY RON ETUX

PROPERTY
DESCRIPTION:

CREVE COEUR PLACE PLAT 1 L: 26 PB: 157 PG: 94

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number

00285

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 13 day of October 2017 at 10:08AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

ER
Deputy Recorder

Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

THD Design Group (E)
251 Chesterfield Industrial Blvd.
Chesterfield, MO 63005

Destination code: 4000

RECORDING FEE 30.00
(Paid at the time of Recording)

Book:22736 - Page:1326



**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 10/11/2017

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI, (12851 MANCHESTER RD., RM 2-E-310, DES PERES, MO 63131), GRANTOR, AND **RON DAUGHERTY AND JANET DAUGHERTY, H/W, 273 PRINCE TOWNE DR., ST. LOUIS, MO 63141**, GRANTEES, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEES situated in The City of Creve Coeur, ST. LOUIS COUNTY, MISSOURI, and described as follows:

A TRACT OF LAND BEING LOT 26 OF CREVE COEUR PLACE PLAT 1, RECORDED IN PLAT BOOK 157, PAGES 94-95 AND LOCATED WITHIN SECTION 9, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI. COMMONLY KNOWN AS: 273 PRINCE TOWNE DR., ST. LOUIS, MISSOURI. PARCEL ID #: 18O530388.

Said land of GRANTEES being subject to: A 10' wide easement recorded in Plat Book 157, Pages 94-95.

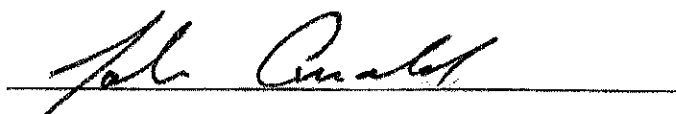
The area of said easement to be hereby released is described as follows: The area shown hachured (//////////) on the easement vacation plat marked Exhibit "A", attached hereto and made a part thereof.

Book:22736 - Page:1327

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 11th day of October, 2017.

SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)

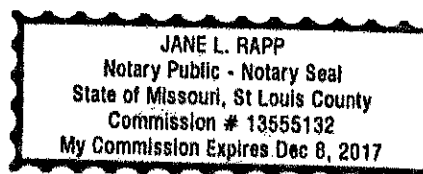

Name: JOHN J. ARNOLD

Title: MGR., OSP PLNG & ENGRG DESIGN

THE STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN J. ARNOLD, known to me to be the person whose name is subscribed to the foregoing instrument as the MGR., OSP PLANNING AND ENGINEERING DESIGN of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

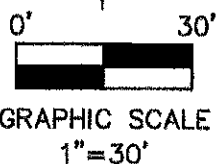
Given under my hand and seal of office this the 11th day of October, 2017.


Notary Public

Book:22736 - Page:1328

EASEMENT VACATION EXHIBIT 273 PRINCE TOWNE DRIVE

LOT 26 OF CREVE COEUR PLACE
PLAT 1, P.B. 157, PGS. 94-95
SECTION 9, TOWNSHIP 45 NORTH, RANGE 5 EAST,
ST. LOUIS COUNTY, MISSOURI



N/F
COMMON GROUND
ROYALWAY DEV CO
LOC. 180530443

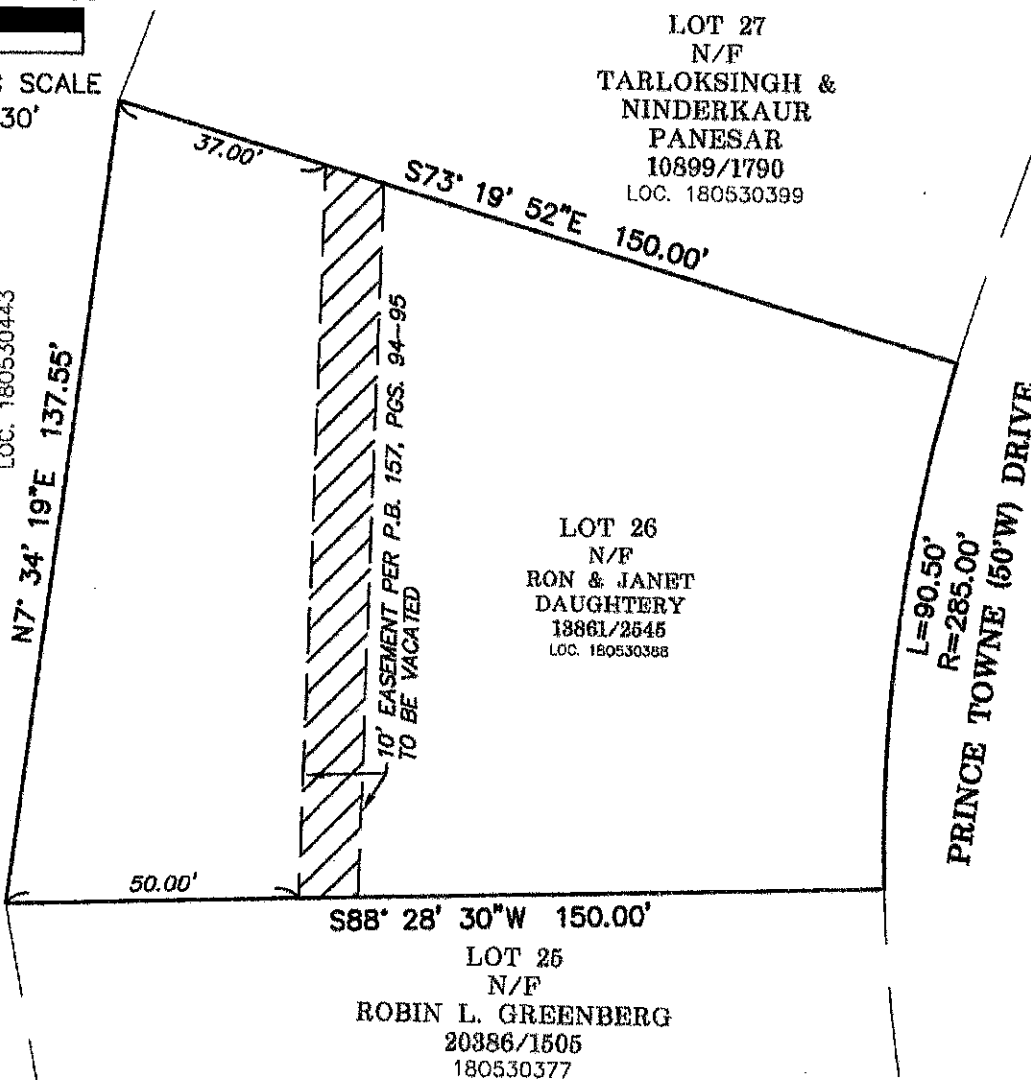


EXHIBIT "A"

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"
Corporate Certificate of Authority #2011004415

148 CHESTERFIELD IND. BLVD.
CHESTERFIELD, MO 63005
TEL: 636-294-2972
FAX: 636-294-3027
WEB: THDDDESIGNGROUP.COM

ORDER # 17-7060-21
DATE: 08/30/2017
DRAWN: MWM

Book:22710 - Page:904



* 2 0 1 7 0 9 2 6 0 0 3 2 9 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
REL	MO AMERICAN WATER CO		THD DESIGN GROUP INC

PROPERTY
DESCRIPTION: CREVE COEUR PLACE PLAT 1 L: 26 PB: 157 PG: 94

Lien Number	Notation	Locator
-------------	----------	---------

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00329

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 26 day of September 2017 at 10:25AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have herunto set my hand and official seal the day, month and year aforesaid.

SP
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

THD Design Group (E)
251 Chesterfield Industrial Blvd.
Chesterfield, MO 63005

Destination code: 4000

RECORDING FEE 30.00
(Paid at the time of Recording)

DEED OF RELEASE OF A PORTION OF EASEMENT INTERESTS

This instrument made this 22nd day of SEPTEMBER, 2017.

WHEREAS, on the 7th day of August, 1974, Royalway Development, a Missouri Corporation of the County of St. Louis, granted to Missouri-American Water Company, formerly known as St. Louis County Water Company, a Missouri corporation, its successors and assigns, an easement(s) 10' wide on ***Lot 26 of Creve Coeur Place Plat 1 Subdivision***, as recorded in Plat Book 157, Page(s) 94 and 95, of the St. Louis County, Missouri Records, (herein after "**Existing Grant**"); and,

WHEREAS, the Missouri-American Water Company has been requested to grant a release of a portion of said **Existing Grant** described above; and,

WHEREAS, the Missouri-American Water Company is willing to grant such release of a portion of said **Existing Grant** described above; and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Missouri-American Water Company by THD Design Group, Inc., a Missouri Corporation, the receipt of which is hereby acknowledged, the Missouri-American Water Company by this instrument, does hereby remise and release that portion of the **Existing Grant**, specifically as shown hachured //// on the attached drawing marked Exhibit "A".

Missouri-American Water Company expressly retains all other easement rights of which it may have an interest, with respect to the **Existing Grant** along with all prior and subsequent easement rights to which Missouri-American Water Company has an interest, except for the portion of the **Existing Grant** released.

IN WITNESS WHEREOF, the Missouri-American Water Company has caused these presents to be signed by its Construction Manager this 22nd day of SEPTEMBER, 2017.

MISSOURI-AMERICAN WATER COMPANY

BY

David Pruitt, Construction Manager

STATE OF MISSOURI

)

) SS:

COUNTY OF ST. LOUIS

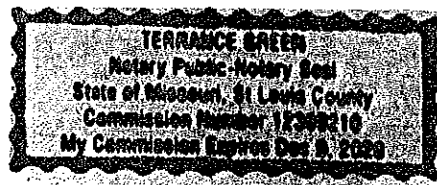
)

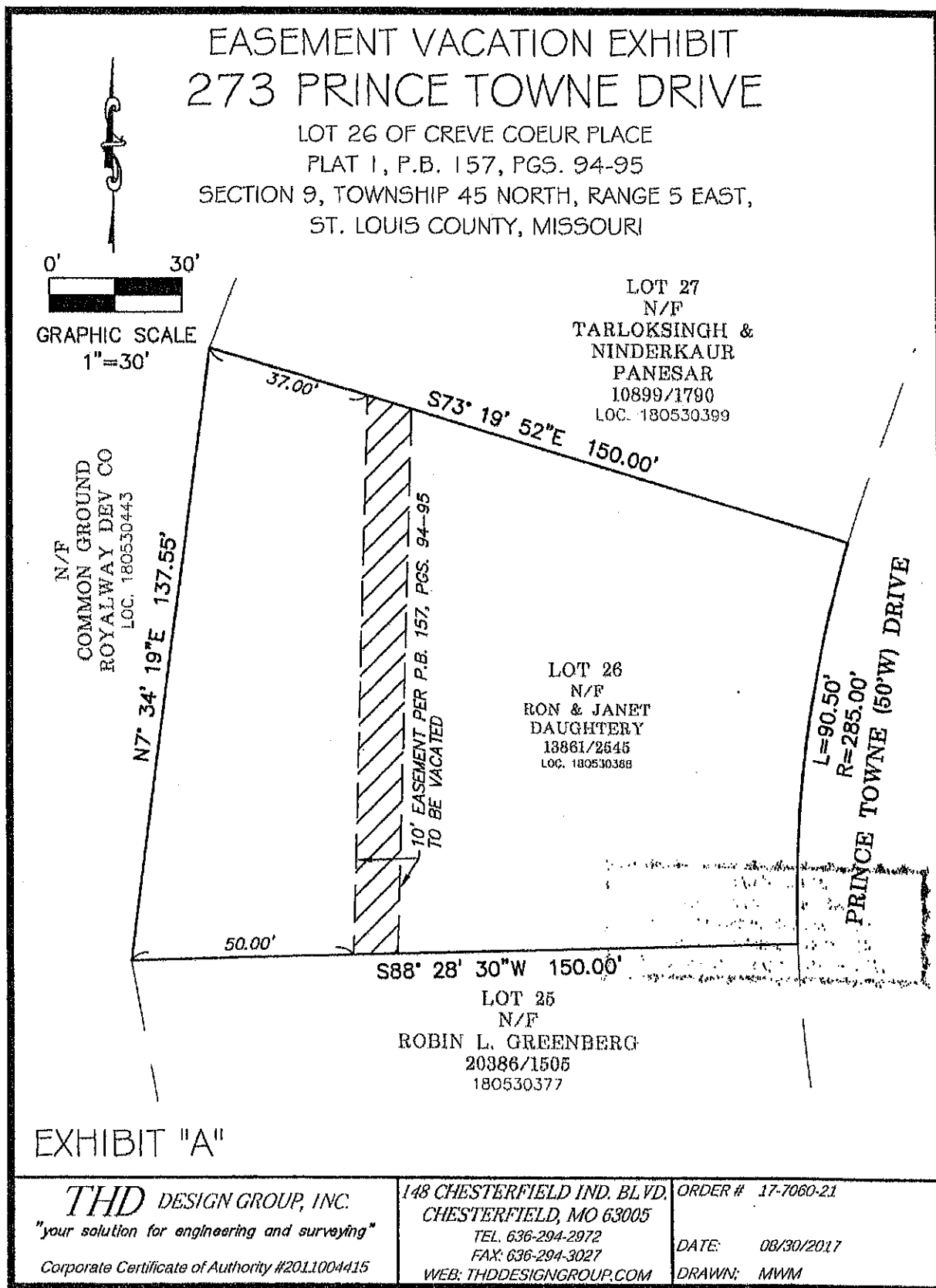
On this 22nd day of SEPTEMBER, 2017, before me appeared **David Pruitt**, to me personally known, who being by me duly sworn did say that he is the Construction Manager of Missouri-American Water Company, a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Construction Manager acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis County, Missouri, the day and year last above written.

My commission expires: 12-9-2020

Terrance Green
Notary Public





Gabe DuBois

From: Mike Patel <MKPATEL@stlmsd.com>
Sent: Monday, October 09, 2017 10:51 AM
To: 'Gabe DuBois'
Subject: RE: 273 Prince Towne Dr Easement Vac; MSD REF. NO. M-0921001-17

Gabe,
 Looks good. Please submit the recording fee.

Thanks
 Mike Patel

From: Gabe DuBois [mailto:Gabe@THDDesignGroup.com]
Sent: Monday, October 09, 2017 10:36 AM
To: Mike Patel
Subject: RE: 273 Prince Towne Dr Easement Vac; MSD REF. NO. M-0921001-17

Mike,

The revised doc is attached.

Thank you,

Gabriel DuBois
 Design Director



148 Chesterfield Industrial Boulevard, Suite E
 Chesterfield, MO 63005
 Office 636.294.2972 x1008
 Direct 636.733.6055
 Fax 636.294.3027
Gabe@THDDesignGroup.com
www.THDDesignGroup.com

From: Mike Patel [mailto:MKPATEL@stlmsd.com]
Sent: Monday, October 09, 2017 7:57 AM
To: 'Gabe DuBois'
Subject: RE: 273 Prince Towne Dr Easement Vac; MSD REF. NO. M-0921001-17

Gabe,
 Please switch the Grantor to MSD and Grantee to the owners on the cover sheet.

Thanks
 Mike Patel

From: Gabe DuBois [mailto:Gabe@THDDesignGroup.com]
Sent: Friday, October 06, 2017 8:20 AM

To: Mike Patel

Subject: RE: 273 Prince Towne Dr Easement Vac; MSD REF. NO. M-0921001-17

Mike,

The revised exhibit, w/ cover sheet, is attached. Please let me know if this is acceptable.

I will forward the check to your attention. Thank you for your assistance.

Thank you,

Gabriel DuBois
Design Director



148 Chesterfield Industrial Boulevard, Suite E

Chesterfield, MO 63005

Office 636.294.2972 x1008

Direct 636.733.6055

Fax 636.294.3027

Gabe@THDDesignGroup.com

www.THDDesignGroup.com

From: Mike Patel [<mailto:MKPATEL@stlmsd.com>]

Sent: Tuesday, October 03, 2017 9:21 AM

To: 'Gabe DuBois'

Subject: RE: 273 Prince Towne Dr Easement Vac; MSD REF. NO. M-0921001-17

Gabe,

The Metropolitan St. Louis Sewer District is willing to vacate the portion of the existing easement on your property.

We will need an Easement Vacation Plat [& county cover sheet] in the manner of the example & markup attached. Please send me a draft Plat in order to check if it is correctly drawn.

A check, for recording the Easement Vacation for the amount of \$32 [for 1 page plat], made to MSD [address below] will be required.

Once we receive and approve the Plat, our ROW Dept. will record the Easement Vacation [usually takes 1 week].

Thanks
Mike Patel
Metropolitan St. Louis Sewer District (MSD)
2350 Market Street
St. Louis, MO 63103

From: Gabe DuBois [<mailto:Gabe@THDDesignGroup.com>]

Sent: Wednesday, September 20, 2017 2:13 PM

To: Jason Peterlein

Cc: John Alexander; Mike Patel
Subject: RE: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Thank you Jason

Gabriel DuBois
 Design Director



148 Chesterfield Industrial Boulevard, Suite E
 Chesterfield, MO 63005
 Office 636.294.2972 x1008
 Direct 636.733.6055
 Fax 636.294.3027
Gabe@THDDesignGroup.com
www.THDDesignGroup.com

From: Jason Peterlein [<mailto:JTPETE@stlmsd.com>]
Sent: Wednesday, September 20, 2017 11:35 AM
To: 'Gabe DuBois'
Cc: John Alexander; Mike Patel
Subject: RE: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Gabe,

I forwarded the information you provided to Mike Patel. He will be in contact and work with you on this.

Thanks
 Jason

Jason T. Peterlein, PE
 Principal Engineer
 Engineering / Development Review
Metropolitan St. Louis Sewer District
 2350 Market Street
 St. Louis, MO 63103
 T: 314.768.2773
 F: 314.768.6342

From: Gabe DuBois [<mailto:Gabe@THDDesignGroup.com>]
Sent: Tuesday, September 19, 2017 4:58 PM
To: Jason Peterlein
Cc: John Alexander
Subject: 273 Prince Towne Drive, Creve Coeur - Easement Vacation Request

Jason,

Please let me know if I need to direct my request to someone else.

The owner of the above referenced property is seeking to repair an existing slope instability. The above referenced easement is in conflict w/ the proposed retaining wall. We were unable to find evidence of any existing utilities on available maps and through a utility locate request. Please check for conflict and provide direction on the next step to getting this easement vacated.

I have attached the original plat, the Site Plan and an Easement Vacation Exhibit. Please let me know if you have any questions or request for additional information.

Please note the original plat dedicated the easement to Fee Truck Sewer Inc. Please also verify MSD rights as successor.

Thank you,

Gabriel DuBois
Design Director



148 Chesterfield Industrial Boulevard, Suite E
Chesterfield, MO 63005

Office 636.294.2972 x1008

Direct 636.733.6055

Fax 636.294.3027

Gabe@THDDesignGroup.com

www.THDDesignGroup.com

Book:22730 - Page:806



* 2017101000259 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
PTL-R	SPIRE MISSOURI INC		DAUGHTERY RON ETAL

PROPERTY DESCRIPTION: CREVE COEUR PLACE PLAT 1 L: 26 PB: 157 PG: 94

Lien Number	Notation	Locator
-------------	----------	---------

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number

00259

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 10 day of October 2017 at 11:43AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Spire
700 Market St.
St. Louis, MO 63101

Destination code: 4002

RECORDING FEE 30.00
(Paid at the time of Recording)

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 6th day of October, 2017,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, ("**GRANTOR**"), an easement ("Easement") in certain land located within Lot 26 of Creve Coeur Place Plat 1, which easement is recorded in Plat Book 157, Pages 94-95, of the St. Louis County Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owners, RON & JANET DAUGHTERY ("**GRANTEES**") of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to **GRANTOR** by said **GRANTEES**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said **GRANTEES** all of **GRANTOR'S** right, title and interest in and to the Easement as shown hatched on the attached Easement Vacation Exhibit designated as Exhibit "A".

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Vice President, Operations Services and its corporate seal hereunto affixed the day and year first above written.

Approve to Form: [Signature]

Date: 10/3/17

SPIRE MISSOURI INC.

[Signature]
Craig R. Hoeflerlin, Vice President Operations Services

Attest:

[Signature]
Ellen Theroff

Vice President – Governance and Standards
Assistant Corporate Secretary

Date: 10/06/2017

Date: 10.3.17

Book:22730 - Page:808

STATE OF MISSOURI)
) ss.
 CITY OF ST. LOUIS)

On the 6th day of OCTOBER, 2017, before me,

ALEX SAMMET, a notary public in and for said state,

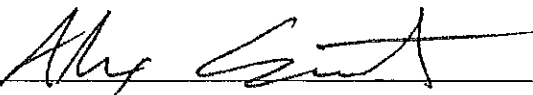
appeared Craig R. Hoeferlin, to me personally known, who being by me duly sworn, did say that he is

the Vice President – Operations Services of Spire Missouri Inc., and that said instrument was signed

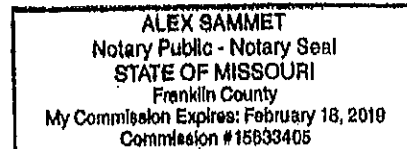
and sealed in behalf of said corporation by authority of its Board of Directors and said Craig R. Hoeferlin

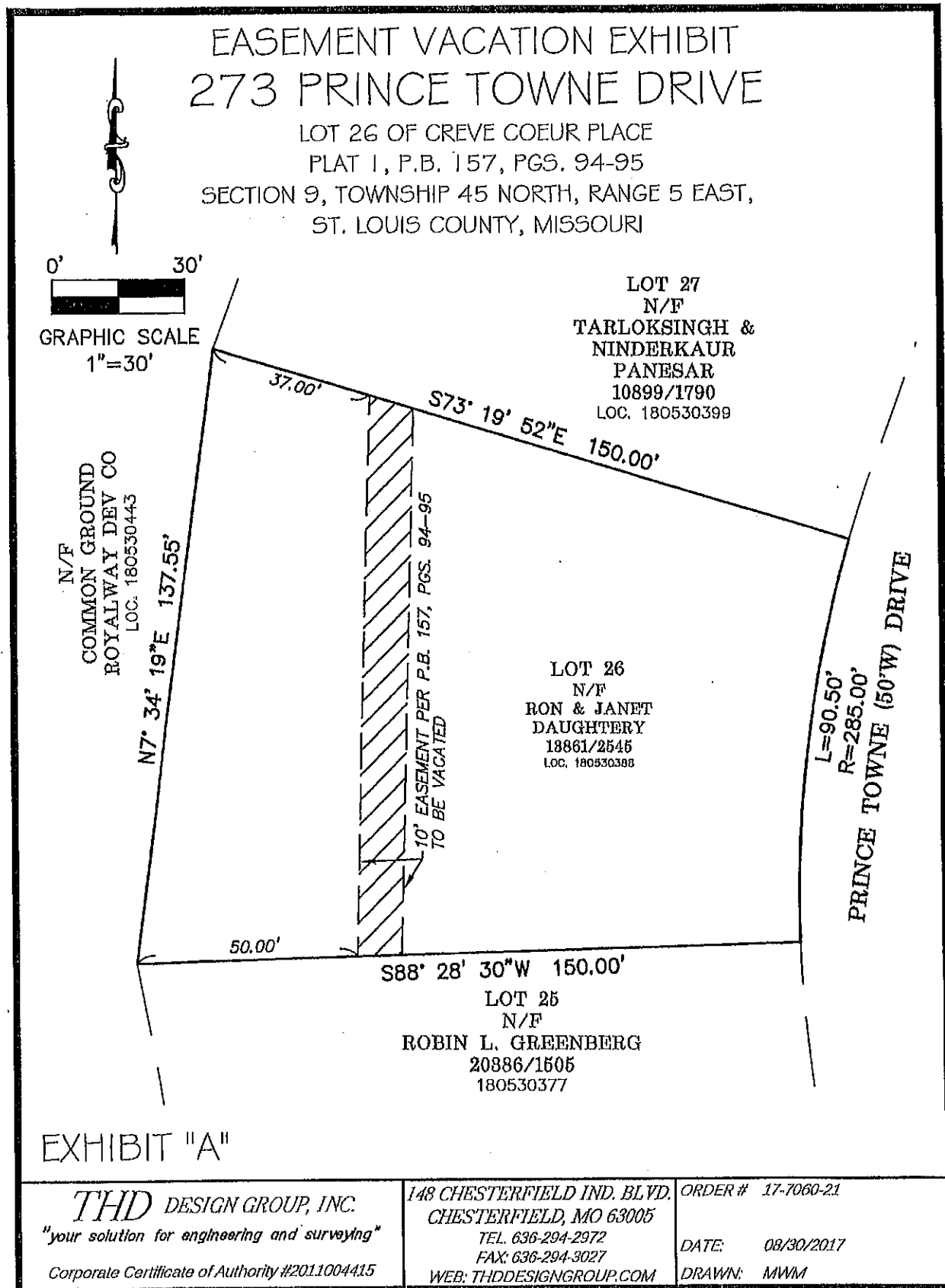
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: FEB. 18, 2019.



Notary Public







city of **CREVE COEUR**
PLANNING DIVISION

300 North New Ballas Road Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION

Owner:	Applicant's Representative:
<u>JIM HEINES</u>	
Name	Name
<u>CITY OF CREVE COEUR</u>	
Company	Company
<u>300 N. NEW BALLAS</u>	
Address	Address
<u>CREVE COEUR, MO, 63141</u>	
City State Zip	City State Zip
Telephone	Telephone
Email	Email
<u>[Signature]</u>	
Applicant's Signature	Representative's Signature

Title of Project: EASEMENT VACATION 273 PRINCETOWN DR.

Location of Project: 273 PRINCETOWN DR. Locator # 180 530 388

Subject for Agenda: EASEMENT VACATION

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, NOVEMBER 20, 2017.

SUBMITTAL CHECKLIST
☐ Electronic copy of ALL documents
☐ Fees paid
☐ Site Development Plan
☐ Landscape Plan
☐ Architectural Elevations
☐ Lighting Plan
☐ Tree Preservation Plan

Signature [Signature]
Title Dir. of Public Works
Date Oct. 20, 2017

Paul Langdon, AICP, Director of Community Development
Whitney Kelly, AICP, City Planner
Jessica Stutte, Administrative Assistant (314-872-2501)



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

Meeting: 12/11/17 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5683 - an Ordinance Vacating a Portion of an
Easement on the Property at 845 North New Ballas Court,
Part of Lot 13 of the CityPlace Subdivision. First Reading**

A request has been filed by Colleen Ruiz, attorney and property owner's representative, for an easement vacation on the property at 845 North New Ballas Court, occupying Part of Lot 13 of the Cityplace Subdivision. The applicant is requesting that the City approve the vacation of a portion of an existing 10-foot wide easement which is located underneath a multi-floor parking structure that serves City Place 5. The utility companies have installed their improvements elsewhere on the property and the need for a utility easement is no longer needed to properly serve the development. An easement vacation exhibit prepared by Cole and Associates accompanies the request highlighting the portion of the easement to be vacated. Planning and Zoning recommended approval on December 4, 2017.

Ordinance

Meeting of December 11, 2017

BILL NO. 5683

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF AN EASEMENT
ON THE PROPERTY AT 845 NORTH NEW BALLAS COURT, PART OF LOT 13 OF
THE CITYPLACE SUBDIVISION**

WHEREAS, Lot 13 of Cityplace Subdivision recorded in Deed Book 17507, Page 194, of the St. Louis County Missouri, records and located in Township 46 north, Range 5 East, City of Creve Coeur, St. Louis County, Missouri addressed as 845 North New Ballas Court, is subject to a 10 foot wide easement underneath an existing multi-floor parking structure; and

WHEREAS, it has been determined that there are no utility facilities located within the easement area and the various utilities serving this property have approved release of the easement, the easement is not needed by the utilities serving this property, and the City has no public interest in the preservation of this easement; and

WHEREAS, the vacation of this easement was approved by the Planning & Zoning Commission at their meeting held on December 4, 2017;

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

SECTION 1: Pursuant to the provisions of Section 82.190 RSMo, the easement on Lot 13 of Cityplace Subdivision recorded in Deed Book 17507, Page 194, of the St. Louis County Missouri, records and located in Township 46 north, Range 5 East, City of Creve Coeur, St. Louis County, Missouri addressed as 845 North New Ballas Court, as illustrated in the attached Exhibit A, is hereby vacated and the City Administrator is authorized to execute documents on behalf of the City as may be needed to effectuate the vacation and the City Clerk is authorized and directed to attest thereto. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, and the matters herein authorized.

SECTION 2: This ordinance shall become effective pursuant to Section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2017.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

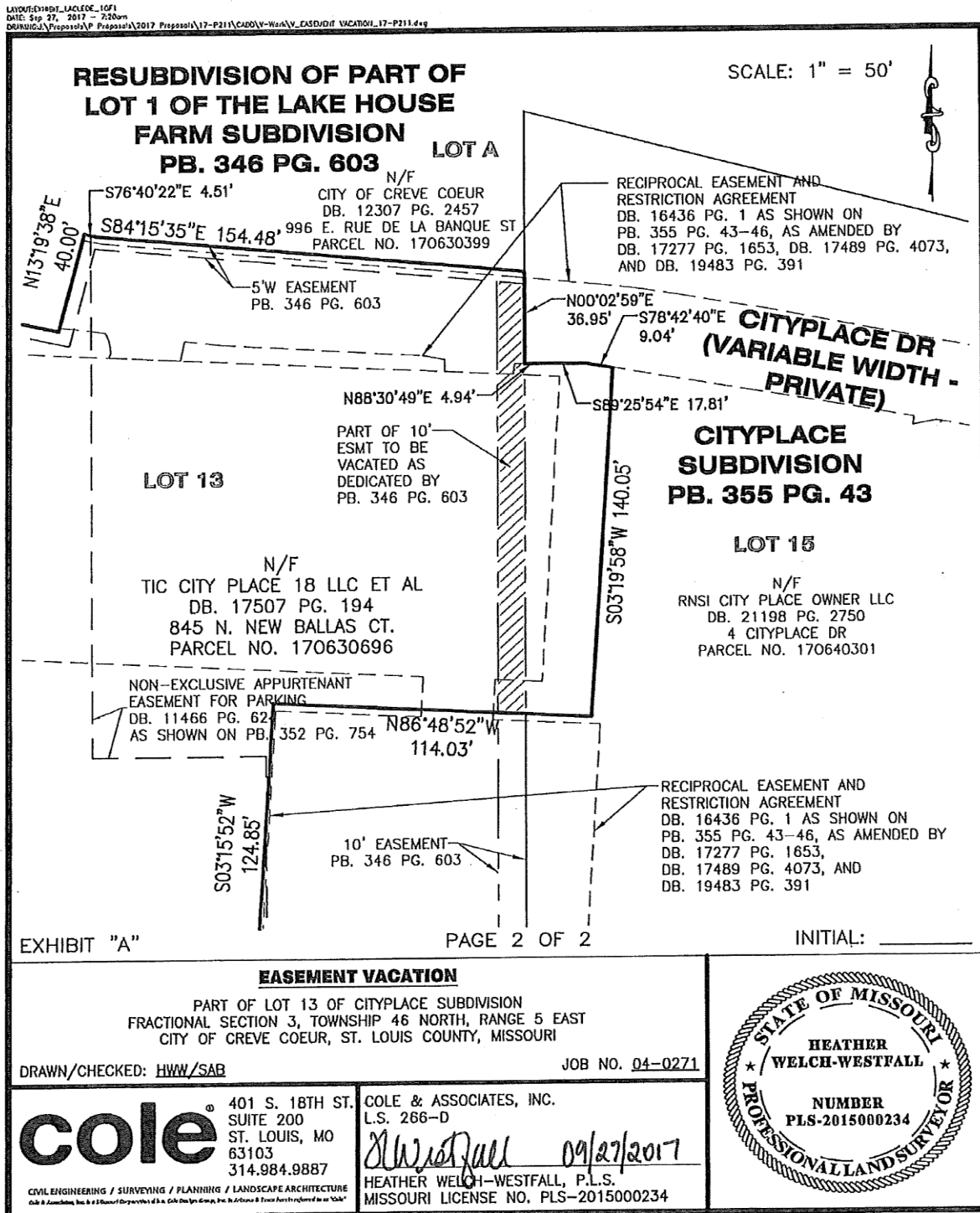
ATTEST:

DEBORAH RYAN
CITY CLERK

BILL NO. _____

ORDINANCE NO. _____

Exhibit A





city of CREVE COEUR

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

MEMO TO PLANNING AND ZONING COMMISSION

Meeting Date: December 4, 2017

Subject: #17-044. 845 North New Ballas Court Easement Vacation (Part of Lot 13 Cityplace Subdivision)

Memo Prepared by: Jason Jaggi, AICP, Director of Community Development

Attachment: Easement Vacation Exhibit; Release Letters from Utilities

A request has been filed by Colleen Ruiz, attorney and property owner's representative, for an easement vacation on the property at 845 North New Ballas Court, occupying Part of Lot 13 of the Cityplace Subdivision. The applicant is requesting that the City approve the vacation of a portion of an existing 10-foot wide easement which is located underneath a multi-floor parking structure that serves City Place 5. According to the applicant, the utility companies have installed their improvements elsewhere on the property and the need for a utility easement is no longer needed to properly serve the development. An easement vacation exhibit prepared by Cole and Associates accompanies the request highlighting the portion of the easement to be vacated.

In order for the City to approve the release the easement, the utilities serving the property must be notified and grant consent to the release. Upon review of this easement, it has been determined that there are no utility facilities located within the easement area and the various utilities serving this property have provided approval of the easement release and the City's Public Works Department also supports the release.

The Planning and Zoning Commission is required to provide a recommendation to City Council on the release of this easement. Because the easement is not needed by the utilities serving this property and the City has no public interest in the preservation of this easement, staff recommends approval.

Recommended Motion:

I move to recommend approval to the City Council for the vacation of a 10-foot wide easement located on Part of Lot 13 of the Cityplace Subdivision as shown on the Easement Vacation Exhibit prepared by Cole and Associates.

EXHIBIT A**Legal Description of Real Estate**

A tract of land being part of Lot B of the Resubdivision of Part of Lot 1 of The Lakehouse Farm Subdivision, a subdivision according to the plat thereof recorded in Plat Book 346 Page 603, Surveyor's Affidavit recorded in Book 12046 page 2337, all of the Recorder of Deeds Office in St. Louis County, Missouri, and being part of Rue De La Banque East, Private Drive, to be vacated, and being located in part of Section 3, Township 45 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the Northeasterly corner of above said Lot B; thence South 00 degrees 11 minutes 57 seconds West along the Easterly line of Lot B, a distance of 342.47 feet; thence departing last said Easterly line North 77 degrees 37 minutes 17 seconds West 96.63 feet; thence North 54 degrees 27 minutes 50 seconds West 54.21 feet; thence North 89 degrees 39 minutes 44 seconds West 197.44 feet to at point on the Easterly line of above said Rue De La Banque East, Private Drive; thence departing last said Easterly line North 89 degrees 39 minutes 44 seconds West 3.02 feet to a point on the Proposed Easterly line of above said Rue De La Banque East, Private Drive; thence North 00 degrees 21 minutes 20 seconds East along last said Easterly line 6.78 feet to a point on the Easterly line of above said existing Rue De La Banque East, Private Drive, said point also being located on a curve to the left for which the radius point bears South 64 degrees 56 minutes 27 seconds West 155.00 feet; thence along last said Easterly line the following courses and distances; thence along last said curve an arc distance of 18.38 feet to a point of reverse curvature to the right for which the radius point bears North 58 degrees 08 minutes 53 seconds East 95.00 feet; thence along last said curve an arc distance of 12.98 feet; thence departing last said curve North 00 degrees 21 minutes 20 seconds East 82.66 feet; thence North 15 degrees 53 minutes 20 seconds East 56.92 feet to a point of curvature to the right, said curve having a radius of 25.00 feet; thence along last said curve an arc distance of 18.69 feet to a point of reverse curvature to the left for which the radius point bears North 31 degrees 16 minutes 36 seconds West 50.00 feet; thence along last said curve an arc distance of 73.54 feet to a point on a curve to the left for which the radius point bears North 62 degrees 53 minutes 40 seconds West 175.00 feet; thence along last said curve an arc distance of 49.33 feet to a point on the Northerly line of above said Lot B; thence along last said Northerly line the following courses and distances; thence North 76 degrees 31 minutes 24 seconds East 128.76 feet; thence North 13 degrees 28 minutes 36 seconds East 40.00 feet; thence South 76 degrees 31 minutes 24 seconds East 4.51 feet; thence South 84 degrees 06 minutes 37 seconds East 154.48 feet to the POINT OF BEGINNING and containing 101,665 square feet or 2,334 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, inc. on August 21, 2003.

LACLEDE GAS/SPIRE ENERGY

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 8th day of September, 2017,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to Laclede Gas Company a Missouri corporation, ("**GRANTOR**"), an easement ("Easement") in certain land located within part of Lot 13 of Cityplace Subdivision, which easement is recorded in Plat Book 346, Page 603 of the St. Louis County Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, TIC CITY PLACE 18 LLC ET AL ("**GRANTEE**") of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said **GRANTEE** all of **GRANTOR'S** right, title and interest in and to the Easement as shown hatched on the attached Easement Vacation Exhibit designated as Exhibit "A".

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Vice President, Operations Services and its corporate seal hereunto affixed the day and year first above written.

Approve to Form: [Signature]

Date: 8/24/17

LACLEDE GAS COMPANY

[Signature]
Craig R. Hoeflerlin, Vice President Operations Services

Attest:

[Signature]
Ellen Theroff
Corporate Secretary

Date: 09/08/2017

Date: 8.24.17

STATE OF MISSOURI)
) ss.
 CITY OF ST. LOUIS)

On the 8th day of SEPT, 2017, before me,

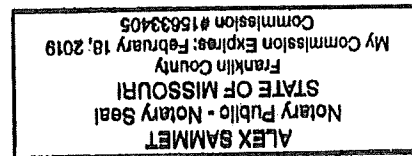
Alex Sammet, a notary public in and for said state,

appeared Craig R. Hoeferlin, to me personally known, who being by me duly sworn, did say that he is the Vice President – Operations Services of Laclede Gas Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Craig R. Hoeferlin acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: FEB. 18, 2019.

Alex Sammet

Notary Public



LAYOUT: EXHIBIT_LACEDD_10F1
DATE: Sep 27, 2017 - 7:20am
DRAWING: J:\Proposals\P Proposals\2017 Proposals\17-P211\CADD\Y-Work\Y_CASED\DIFF VACATION\17-P211.dwg

**RESUBDIVISION OF PART OF
LOT 1 OF THE LAKE HOUSE
FARM SUBDIVISION
PB. 346 PG. 603**

SCALE: 1" = 50'

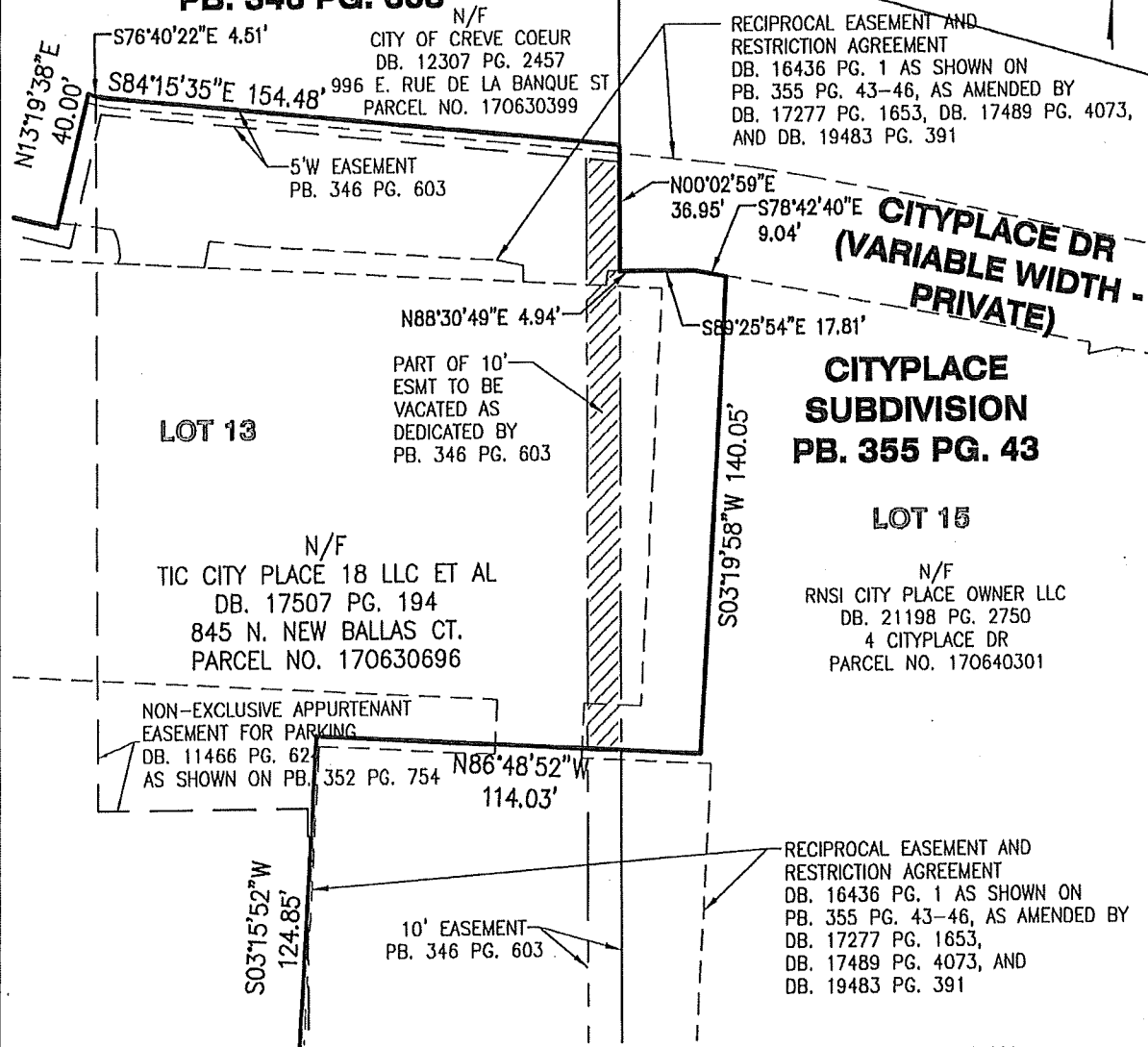


EXHIBIT "A"

PAGE 2 OF 2

INITIAL: _____

EASEMENT VACATION

PART OF LOT 13 OF CITYPLACE SUBDIVISION
FRACTIONAL SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 04-0271

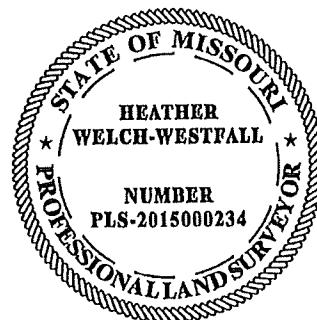
cole[®]

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

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Calk & Associates, Inc. is a 501(c)(3) Corporation of which Calk Design Group, Inc. is a wholly owned subsidiary. Both are referred to as "Calk".

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

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



AT&T



Right of Way
12851 Manchester Rd.,
Rm 2-E-310
Des Peres, MO 63131
314-288-1278

September 21, 2017

Cole
Attn: Heather Welch-Westfall, PLS
401 S. 18th Street, Suite 200 #406
St. Louis, MO 63103

**RE: Release a portion of a 10' wide easement located in Part of Lot 13 of Cityplace
Subdivision in St. Louis County, Missouri. Commonly known as: 845 N. New Ballas,
St. Louis, Missouri. Parcel ID #18K430172.**

Dear Ms. Westfall,

After a review of our records, Southwestern Bell Telephone Company (d/b/a AT&T Missouri), has **no** objection to vacating the easement referenced above and as shown hachured on the attached Exhibit "A". AT&T has **no** facilities within the requested vacation area.

If you should have any questions, please contact me on 314.450.9653 or via email at jeffrey.a.kempfer@att.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Kempfer".

Jeffrey A. Kempfer
Mgr., OSP Planning & Engineering Design

Enclosure



**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 9-21-2017

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI, (12851 MANCHESTER RD., RM 2-E-310, DES PERES, MO 63131), GRANTOR, AND TIC CITY PLACE 18, LLC ET AL, 9666 OLIVE BLVD, SUITE 368, ST. LOUIS, MISSOURI 63132**, GRANTEES, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEES situated in The City of St. Louis, ST. LOUIS COUNTY, MISSOURI, and described as follows:

A TRACT OF LAND BEING PART OF LOT 13 OF CITYPLACE SUBDIVISION, RECORDED IN DEED BOOK 17507, PAGE 194 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND LOCATED IN TOWNSHIP 46 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI. COMMONLY KNOWN AS: 845 N. NEW BALLAS CT., ST. LOUIS, MO. PARCEL ID #170630696.

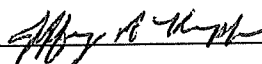
Said land of GRANTEES being subject to: A portion of a 10' wide easement, recorded in Plat Book 346, Page 603 of the St. Louis County, Missouri records.

The area of said easement to be hereby released is described as follows: *The area shown hachured (//////////) on the easement vacation plat marked Exhibit "A", attached hereto and made a part thereof.*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 21st day of September, 2017.

SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)



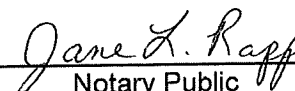
Name: JEFFREY A. KEMPFER

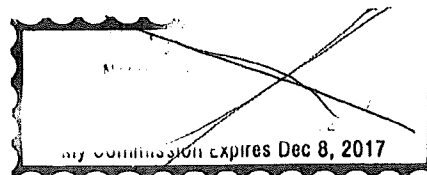
Title: MGR., OSP PLNG & ENGRG DESIGN

THE STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME, the undersigned authority, on this day personally appeared JEFFREY A. KEMPFER, known to me to be the person whose name is subscribed to the foregoing instrument as the MGR., OSP PLANNING AND ENGINEERING DESIGN of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 21ST day of September, 2017.


Notary Public



LAYOUT EXHIBIT PAGE 2
DATE: Aug 14, 2017 - 8:15am
D:\PAING.J\Proposals\2017 Proposals\17-P211\CA00\W-Kop\V-EASEMENT VACATION_17-P211.dwg

RESUBDIVISION OF PART OF LOT 1 OF THE LAKE HOUSE FARM SUBDIVISION PB. 346 PG. 603

SCALE: 1" = 50'

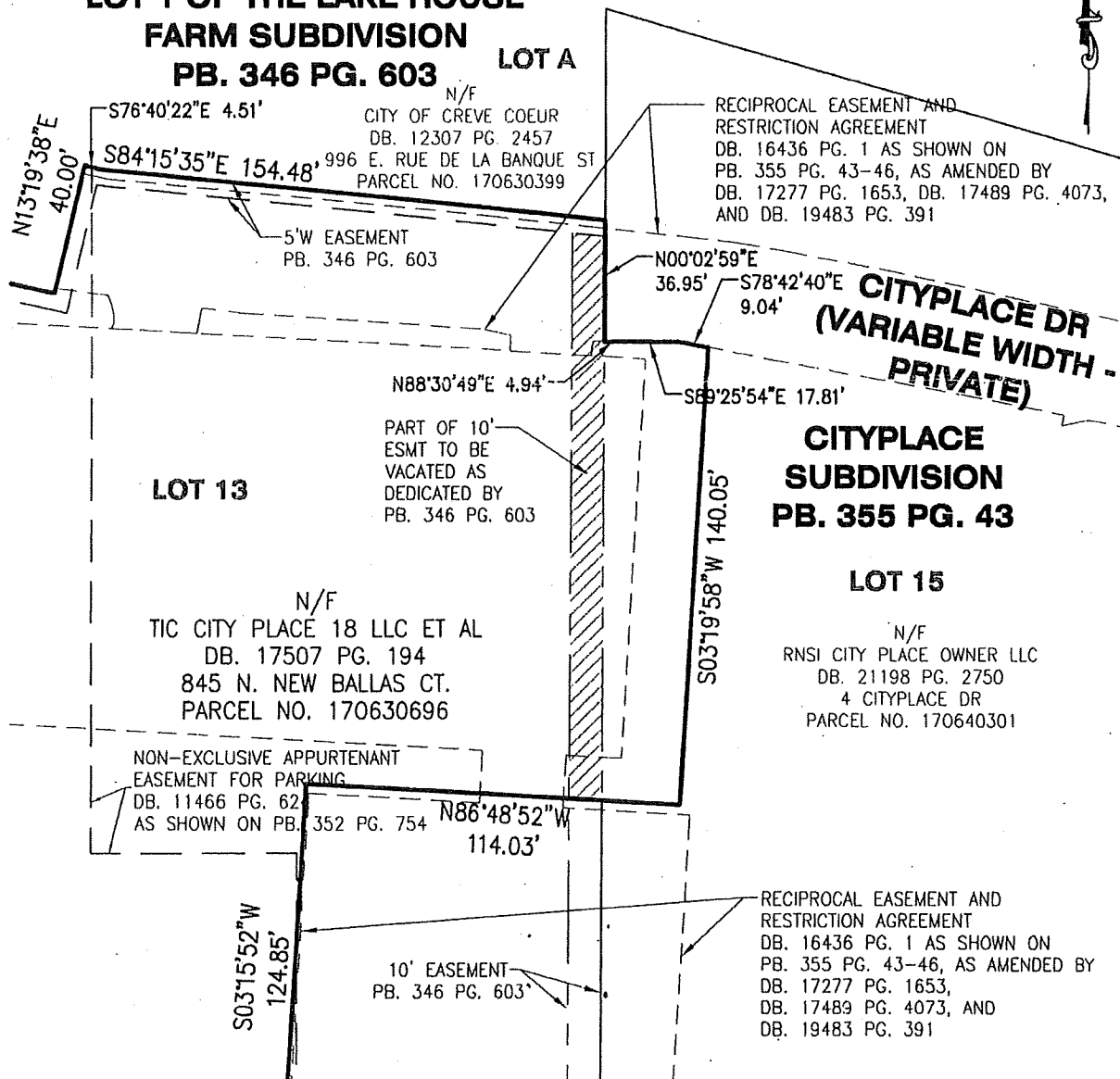


EXHIBIT "A"

PAGE 2 OF 2

INITIAL: _____

EASEMENT VACATION

PART OF LOT 13 OF CITYPLACE SUBDIVISION
FRACTIONAL SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 04-0271

cole

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

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc. is a Missouri Corporation of S.E. Cole Design Group, Inc. in Arkansas & Texas having referred to as "Cole"

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

XX/XX/XXXX

XXXX, P.L.S.
MISSOURI LICENSE NO. XXXX

PRELIMINARY

FOR REVIEW AND COMMENT

**NOT A FINAL SURVEY
DOCUMENT**

AMEREN



November 2, 2017

Ms. Heather Westfall
Cole & Associates
6175 Main St., Ste. 367
Frisco, TX 75034

RE: 845 North New Ballas Ct, St. Louis, MO 63141

Dear Ms. Westfall,

This is in response to your request that Ameren Missouri approve the release of a ten (10) foot wide easement which encumbers the site at 845 North New Ballas Road. Said easement is dedicated per plat thereof recorded in Plat Book 346, Page 603 of the St. Louis County, Missouri, Records.

Our Dorsett District Engineering Department has reviewed your request and determined that Ameren Missouri has no objection to the release of the easement, provided new easements are secured to cover existing and/or future facilities associated with this development.

If there are any additional questions or concerns regarding this matter, please contact me at (314) 992-8671 or rwilliams10@ameren.com.

Sincerely,

A handwritten signature in cursive script that reads "Roxanne Williams".

Roxanne Williams
Real Estate Representative

MISSOURI AMERICAN WATER



MISSOURI
AMERICAN WATER

www.amwater.com

727 Craig Road
St. Louis, MO 63141

August 21, 2017

Heather Welch- Westfall, PLS
Cole & Associates, Inc.
401 S. 18th Street, Suite 200
St. Louis, MO 63103

RE: Easement Vacation: **Lot 13 City Place Subdivision**

Dear Mrs. Westfall:

Per your request, enclosed is the signed easement release document for **City Place Subdivision**. Please have this release document recorded and **forward me a copy of the recorded document** with the appropriate recording information on it after the Recorder's Office returns the document to you.

Should you have any questions, please contact me at (314) 996-2324.

Sincerely,

Terrance Green
Engineering Specialist
Right of Way & Developer Services

Missouri-American Water Company
727 Craig Road
St. Louis, MO 63141
USA

T +1 314 996 2324
F +1 314 569 3972
E terrance.green@amwater.com
I www.amwater.com

DEED OF RELEASE OF A PORTION OF EASEMENT INTERESTS

This instrument made this 21st day of August, 2017.

WHEREAS, on the 24th day of September, 1998, Creve Coeur Club, a Missouri Corporation of the County of St. Louis, granted to Missouri-American Water Company, formerly known as St. Louis County Water Company, a Missouri corporation, its successors and assigns, an easement(s) 10' wide on ***Lot B of the Re-subdivision of Part of Lot 1 of The Lake House Farm Subdivision***, as recorded in Plat Book 346, Page(s) 603, of the St. Louis County, Missouri Records, (herein after "**Existing Grant**"); and,

WHEREAS, the Missouri-American Water Company has been requested to grant a release of a portion of said **Existing Grant** described above; and,

WHEREAS, the Missouri-American Water Company is willing to grant such release of a portion of said **Existing Grant** described above;

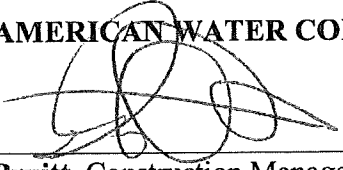
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Missouri-American Water Company by Stream Co., L.L.C., a Missouri Corporation the receipt of which is hereby acknowledged, the Missouri-American Water Company by this instrument, does hereby remise and release that portion of the **Existing Grant**, specifically as shown hachured //// on the attached drawing marked Exhibit "A".

Missouri-American Water Company expressly retains all other easement rights of which it may have an interest, with respect to the **Existing Grant** along with all prior and subsequent easement rights to which Missouri-American Water Company has an interest, except for the portion of the **Existing Grant** released.

IN WITNESS WHEREOF, the Missouri-American Water Company has caused these presents to be signed by its Construction Manager this 21st day of August, 2017.

MISSOURI-AMERICAN WATER COMPANY

BY


David Pruitt, Construction Manager

STATE OF MISSOURI

)

) SS:

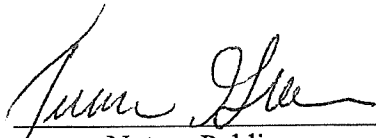
COUNTY OF ST. LOUIS

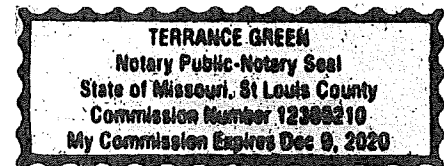
)

On this 21st day of AUGUST, 2017, before me appeared **David Pruitt**, to me personally known, who being by me duly sworn did say that he is the Construction Manager of Missouri-American Water Company, a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Construction Manager acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis County, Missouri, the day and year last above written.

My commission expires: 12-9-2020


Notary Public



LAYOUT EXHIBIT, PAGE 2
 DATE: Aug 14, 2017 - 8:15am
 DRAWING: J:\Proposals\2017 Proposals\17-P211\CADD\Work\V_EASEMENT VACATION_17-P211.dwg

RESUBDIVISION OF PART OF LOT 1 OF THE LAKE HOUSE FARM SUBDIVISION PB. 346 PG. 603

LOT A

SCALE: 1" = 50'

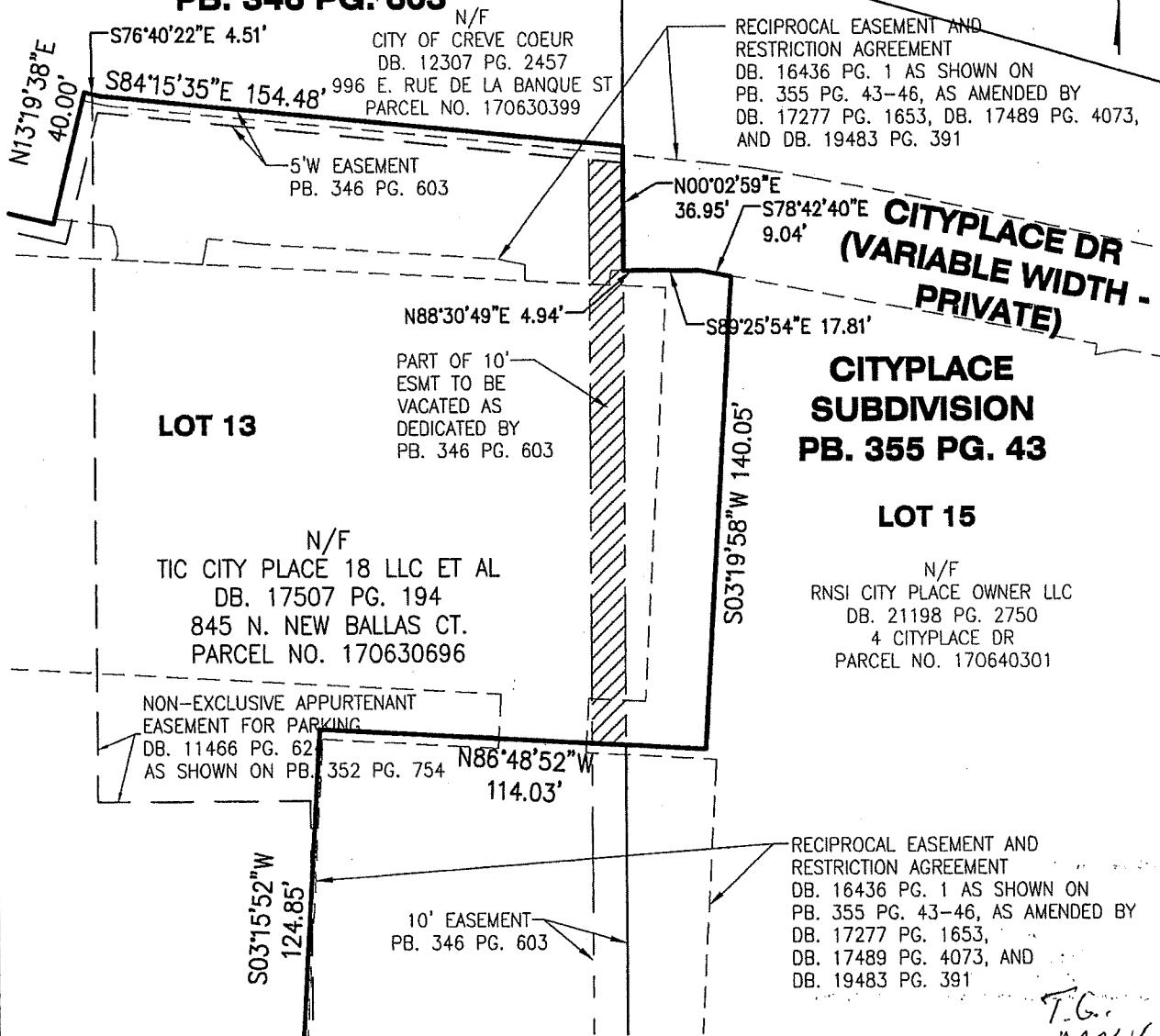


EXHIBIT "A"

PAGE 2 OF 2

INITIAL: *T.G. MAWL*

EASEMENT VACATION

PART OF LOT 13 OF CITYPLACE SUBDIVISION
 FRACTIONAL SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 04-0271

cole

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

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

XX/XX/XXXX

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

XXXXX, P.L.S.
 MISSOURI LICENSE NO. XXXX

PRELIMINARY

FOR REVIEW AND COMMENT

**NOT A FINAL SURVEY
 DOCUMENT**

CHARTER

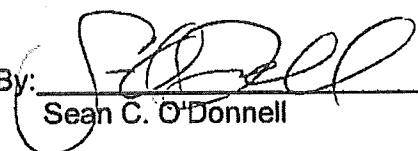
VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), The Grantor located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri within Lot 13 of the Cityplace Subdivision, as recorded in Plat Book 355, Page 43 in the records of the St. Louis County Recorder of Deeds Office; and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to Grantee _____ to place or maintain permanent facilities within the hatched area of the easement shown on Exhibit A. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 9th day of November, 2017.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its Manager: Charter Communications, Inc., a Delaware corporation

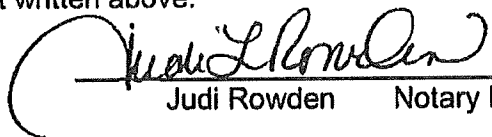
By: 
Sean C. O'Donnell

Title: VP/GM Charter Communications Entertainment I, LLC

STATE OF MISSOURI)
COUNTY OF Jefferson)

On this 9th day of November, 2017, before me appeared Sean O'Donnell, who being by me duly sworn, did say that he is an Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Sean O'Donnell declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the day and year and in the County and State last written above.


Judi Rowden Notary Public

My Commission Expires:

JUDI L. ROWDEN
Notary Public - Notary Seal
State of Missouri, Jefferson County
Commission # 14379168
My Commission Expires Jan 30, 2018

LAYOUT: EXHIBIT_AVIDEN
DATE: May 05, 2017 - 1:56pm
DEPARTMENT: \Programs\2017 Proposals\17 P211\CALV-Y-Work\Y-LASCHER VACATION_17-P211 do

**RESUBDIVISION OF PART OF
LOT 1 OF THE LAKE HOUSE
FARM SUBDIVISION
PB. 346 PG. 603**

SCALE: 1" = 50'

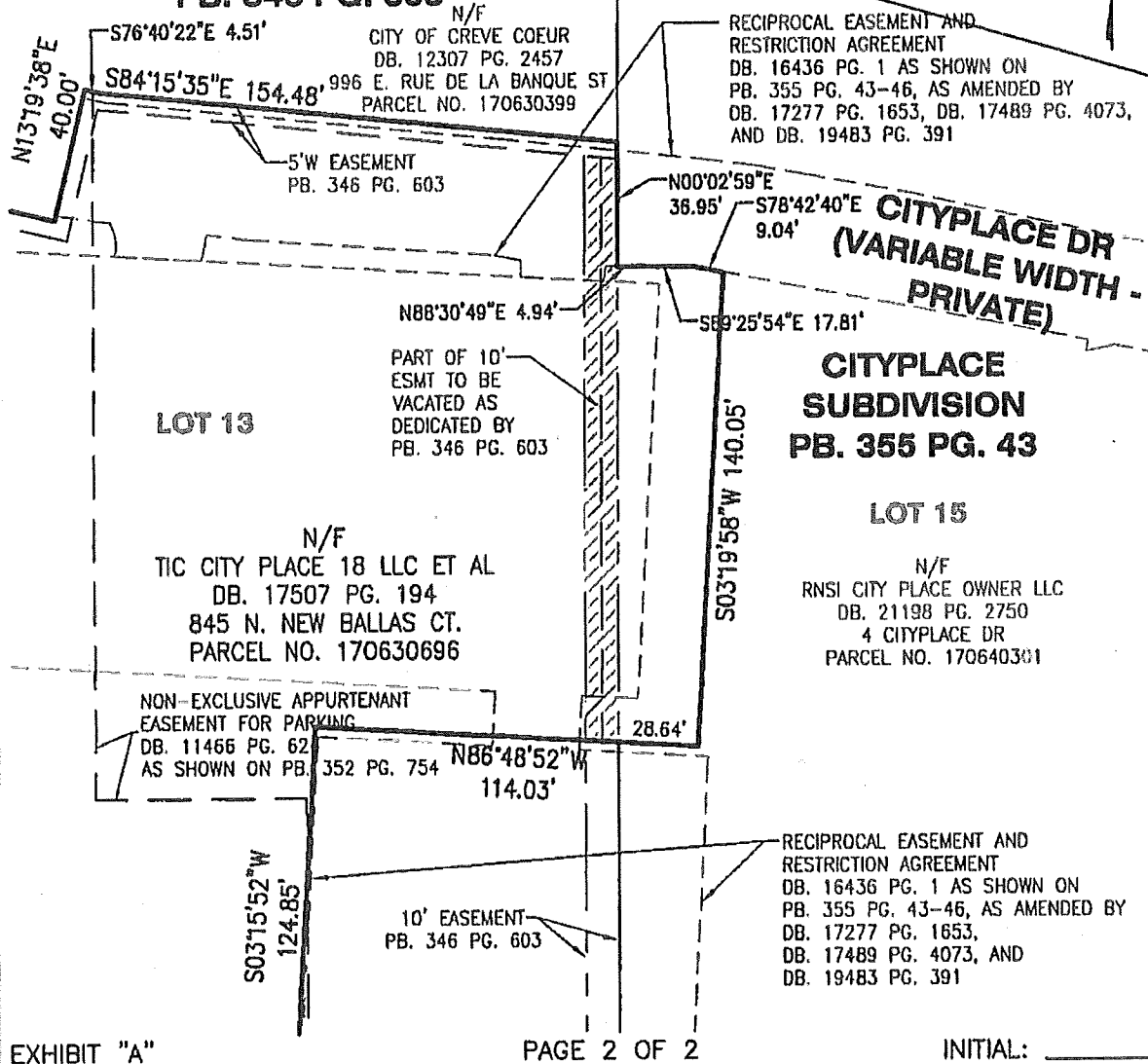


EXHIBIT "A"

PAGE 2 OF 2

INITIAL: _____

EASEMENT VACATION

PART OF LOT 13 OF CITYPLACE SUBDIVISION
FRACTIONAL SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAE

JOB NO. 04-0271

cole®

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

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

DW:Rae 11/06/2017

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



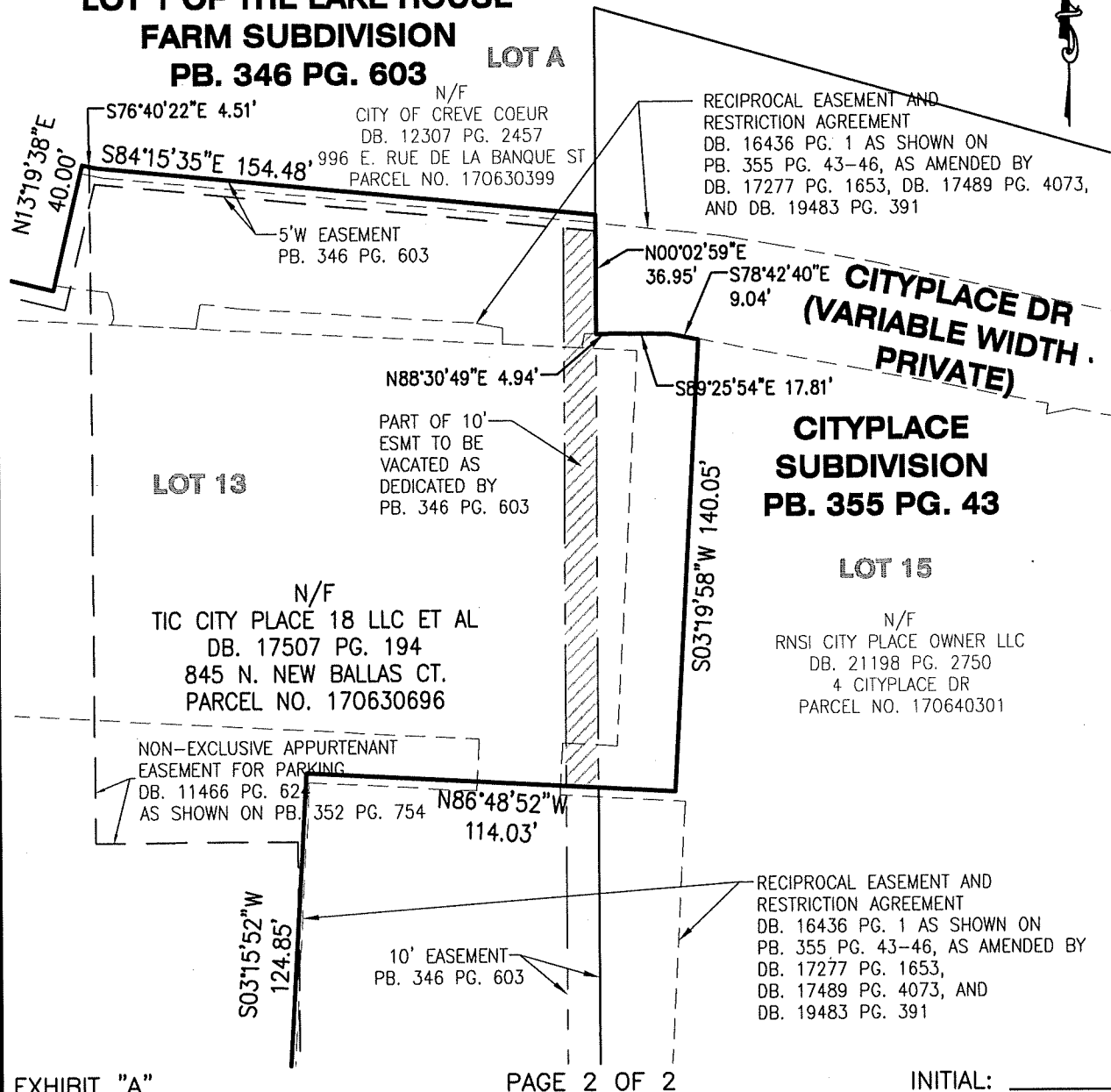


LAYOUT: EXHIBIT_PAGE 2
 DATE: Aug 14, 2017 - 8:16am
 DRAWING: J:\Proposals\Proposals\2017 Proposals\17-P211\CADD\Work\W_EASEMENT VACATION_17-P211.dwg

**RESUBDIVISION OF PART OF
 LOT 1 OF THE LAKE HOUSE
 FARM SUBDIVISION
 PB. 346 PG. 603**

LOT A

SCALE: 1" = 50'



EASEMENT VACATION

PART OF LOT 13 OF CITYPLACE SUBDIVISION
 FRACTIONAL SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 04-0271

cole

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

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

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

XX/XX/XXXX

XXXXX, P.L.S.
 MISSOURI LICENSE NO. XXXX

PRELIMINARY

FOR REVIEW AND COMMENT

**NOT A FINAL SURVEY
 DOCUMENT**



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

Meeting: 12/11/17 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5684 - an Ordinance Repealing Ordinance Number 5454 and Approving a New Master Sign Plan Pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances for the CityPlace Campus Located Within the "CB" Core Business District. First Reading

Chris Woods, of Redico, on behalf of RNSI CityPlace Owner, LLC, has submitted an application to amend the master sign plan for the entire CityPlace Campus. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The application would allow for a free-standing real estate sign for the CityPlace Retail Building at 11615 Olive Boulevard. Planning and Zoning recommended approval on December 4, 2017.

Ordinance

Meeting of December 11, 2017

BILL NO. 5684

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NUMBER 5454 AND APPROVING A NEW
MASTER SIGN PLAN PURSUANT TO SECTION 405.950.J OF THE CITY OF CREVE
COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS LOCATED WITHIN
THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by Chris C. Woods, of Redico, on behalf of the property owners, for an amendment to the previously approved Master Signage Plan for the CityPlace Development to establish signage standards for tenant and campus identification pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a 6-0 vote recommended approval of the subject amendments at its meeting on Monday, December 4, 2017; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, December 4, 2017, beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 being fully informed finds that approving 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.

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

SECTION 1: Ordinance Number 5454 authorizing a Master Sign Plan for City Place Campus located is hereby repealed.

SECTION 2: A Master Sign Plan attached hereto as Exhibit 1, subject to final revisions as provided herein, is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created

BILL NO. 5684

ORDINANCE NO. _____

pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri.”

SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The Applicant shall follow the Master Signage Plan received September 22, 2017 as prepared by Kuhlmann Leavitt, Inc. for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantially depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
2. All leasing information signage for the City Place Campus shall be placed within the existing ground monument signs. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted in front of the CityPlace Retail Building as shown in the Master Sign Plan Exhibit to serve for the entire campus provided that:
 - i. The sign shall be redesigned to be consistent in color scheme with the existing ground monuments of black background with white lettering.
 - ii. The sign shall be located a minimum of 15 feet from the edge of pavement, and seven feet from the sidewalk as shown in the Exhibit, whichever is greater, and outside the right-of-way.
 - iii. Such sign may only be used for leasing information and is not subject to the substitutability allowance under Section 405.930(J) of the City's Sign Regulations.
3. The Applicant shall submit sign permit applications for proposed signs.
4. No additional permanent signage is allowed for the campus except as provided in the Master Sign Plan.
5. The sign area for the Primary Tenant Façade sign for CityPlace Five building shall not exceed 50 square feet.
6. The Campus Monument Sign at CityPlace Drive and North New Ballas Road shall not exceed the height and sign area of the existing monument signs and landscaping shall be provided at the base of the monument sign in an amount equal to two and one-half square feet (2.5) for each square foot of sign area.
7. A 108.3 square foot wall sign on the west elevation of CityPlace Three is permitted.
8. No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building at 75 square feet identified as 4F within the Master Sign Plan Exhibit attached hereto.
9. The ground monument sign at 11550 Olive Boulevard, identified as 4M within the Master Sign Plan Exhibit shall be no larger than 24 square feet per sign face.
10. The permitted signage for the building identified as R.07 in the Master Sign Plan (CityPlace Lot 12) shall be consistent in size, location, and design for non-retail buildings with a maximum sign area of 50 square feet as provided in the Master Sign Plan.
11. All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary or Incidental Signs, except for the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.

BILL NO. 5684

ORDINANCE NO. _____

SECTION 4: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1, as revised consistent herewith.

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

ADOPTED THIS ____ DAY OF _____, 2017.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #17-033 FOR AN AMENDMENT TO THE CITYPLACE CAMPUS MASTER SIGN PLAN TO ALLOW A FREESTANDING LEASE INFORMATION SIGN

FOR THE MEETING OF: Monday, November 6, 2017

LOCATION: CityPlace Campus. The properties are zoned CB-Core Business

REQUEST: Chris Woods, of Redico, on behalf of RNSI CityPlace Owner, LLC, has submitted an application to amend the master sign plan for the entire CityPlace Campus. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The application would allow for an additional real estate sign for the CityPlace Retail Building at 11615 Olive Boulevard. The primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus, while lessening the confusion and visual clutter caused by a proliferation of signs competing for the attention of pedestrian and vehicular traffic; and enhance the attractiveness and economic well-being of the City of Creve Coeur.

ADDITIONAL INFORMATION: The CityPlace Campus originally received approval for a Master Sign Plan in 1999 that specified in exchange for the larger ground signs along Olive Boulevard that no separate leasing sign was allowed, per Ordinance No. 1989. This condition was carried over to Ordinance 2193, approved in 2002, Ordinance 4059 in 2006, and by Ordinance 5169 in 2011. In 2013, with the development of the former Fresh Market site, Ordinance No. 5346 provided for a free standing real estate sign at this location was permitted to represent the entire campus. This condition was again included in the current Ordinance No. 5454 governing signs for the Campus when additional ground monument signs and wall signs were approved.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Consistency in design, materials, and siting
- Visual clutter
- Protection of pedestrian and vehicular traffic safety from the proliferation of signs.

Creve Coeur 2030 Comp. Plan References

- Central Business District

Zoning Code References

- Article VIII Sign Regulations
405.950.6 Master Signage Plans
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval

APPLICANT: Chris C. Woods
Redico
2 CityPlace Dr., Suite 460
Creve Coeur, MO 63141

**APPLICANT'S
REPRESENTATIVE:**

RNSI
One Towne Square, Suite 1600
Southfield, MI 48076



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: November 1, 2017

ATTACHMENTS: Applicant's Materials received September 22
Draft Ordinance

Ordinance Nos. 5454, 5386, 5346, 5169, 4059, 2193, and 1989

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

As discussed above, the primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus, while maintaining the overall purpose of the City's Sign Regulations of encouraging the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, while lessening the confusion and visual clutter caused by a proliferation of signs competing for the attention of pedestrian and vehicular traffic; and enhance the attractiveness and economic well-being of the City of Creve Coeur.

The CityPlace Campus originally received approval for a Master Sign Plan by Ordinance No.1989, in 1999, where under Section 2, subsection 1(b) the ordinance stated: "For the retail section, the applicant may maintain retail wall signage and a retail monument sign along Olive Boulevard in exchange for not placing any for lease signs." This requirement was included in Ordinance 2193 for a revised master sign plan for the Campus, approved in 2002, where condition 11 under Section 2 states that "All leasing information signage for the development should be placed on the building monument signs. No additional leasing signs shall be permitted." This condition was included in a revision in Ordinance 4059 in 2006 under Section 2 condition 3. The master sign plan for the CityPlace Campus was then again revised in 2011 to allow for an additional ground monument sign for the St. Luke's Building south of Olive Boulevard by Ordinance 5169 in 2011. Under Section 3 condition 6 states that "all leasing information signage for the development should be placed on the building. No additional leasing signs shall be permitted." (Staff inadvertently left out the remaining phrase that indicated it is to be on the "building monument sign.")

In 2013, with the development of the Fresh Market site, Ordinance No. 5346 provided for a free standing real estate sign under condition 8 of Section 3, where it states:

8. All leasing information signage for the City Place Campus shall be placed on the building. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, provided that no administrative variance to the minimum 150-foot separation from any other monument sign may be granted.

And where condition 2 of the ordinance stated that no Ground monument sign was to be provided at this corner in consideration of the larger wall signs for the proposed building. This was also due to the greater number and larger ground monument signs and wall signs already provided throughout the CityPlace Campus through the prior approvals.

The allowance for one real estate sign at this location was included to represent the entire campus. This condition was again included in the amendment to allow for a second 108.3 square wall sign on the west elevation of CityPlace Three, and then again included in the current Ordinance No. 5454 governing sign for the Campus when additional wall signs than otherwise would have been allowed for several of the retail spaces within the center and several other office building signs throughout the Campus.

The Applicants are seeking to have a free standing real estate sign between the existing large multi-tenant retail ground monument sign, and within 100 feet of the monument sign and the Campus ID monument sign and placed seven feet from the sidewalk along Olive Boulevard to correspond to the retail center. The Representatives of the Fresh Market Site have not been willing to allow for a free standing real estate sign as they find them out of character with the quality of development and that it would not represent their property. The proposed ground sign represents a fourth sign for the retail center where without the master sign plan provision, it would only qualify for one ground monument sign, and one real estate sign.



Figure 1: Close-up page 6 of the revised Master Sign Plan for the campus indicating location of the proposed leasing sign with the existing monument signs, and their corresponding image.

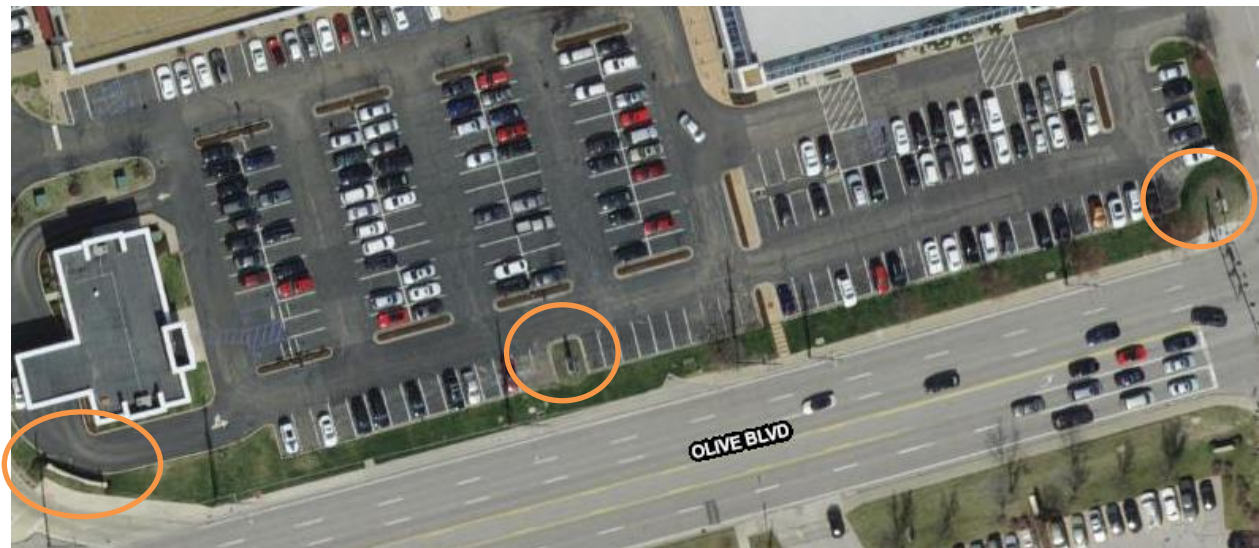


Figure 2: Image from the City's GIS of the area in front of the CityPlace Retail Buildings with the existing Ground Monument signs indicated.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Retail/Commercial	CB-Core Business District	
South	Retail/Commercial	CB-Core Business District	N/A
East	Retail/Commercial	CB-Core Business District	Olive Boulevard
West	Retail/Commercial	CB-Core Business District	

COMPREHENSIVE PLAN REVIEW

The CityPlace Campus is within the Central Business District (CBD) Place Type of the *Creve Coeur 2030 Plan*, that is designed to create an intense, urban thoroughfare setting along Olive Boulevard on large development parcels, where signage recommendations for primary and secondary streets states that wall signage is preferred; however consideration should be given to allow monument sign for multi-tenant, multi-use developments on larger properties at the primary entrance to the shared parking facility. (p.77)

The Design Guidelines offer further recommendations in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design. Specifically, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting. Signs are to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. New signs proposed for existing buildings should provide a compatible appearance with other building signage. Where no sign program exists there should be an attempt to bring in a unifying element (such as size). (Chapter 5, page 17).

The proposal is inconsistent with these recommendations, and with the allowance of the prior approved ground monument signs. The new real estate sign adds a fourth ground sign along the frontage of the retail buildings, where under the standard requirements of City's Sign regulations only one monument sign and real estate sign would be allowed. Further the overall design lacks any coordination with the existing signs, and only adds to the visual clutter along Olive Boulevard. Staff suggests options include modifying the existing ground sign to allow for a leasing information panel, or eliminating one of the existing campus ID signs to allow or the real estate sign, or provide a location for leasing information on the building at the ground floor level. Staff recommends that should the Commission find the need for a separate sign necessary, having a black background with white letters to be consistent with the existing signage for the Campus. Further, Staff has included that the sign shall be a minimum of 15 feet from the edge of pavement, and seven feet from the sidewalk as shown in the Exhibit, whichever is greater, and on private property, to be consistent with the Sign Regulations recently approved by the Planning and Zoning Commission and currently pending before Council.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations are to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention.

The Master Signage Plan allows for deviation from the sign regulations on large campuses in order to provide for a more consistent program as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development. All signs shall be in scale and harmonious with the development and provide an overall design theme throughout the campus in a comprehensive manner. The prior plan authorized much larger and a greater number of wall signs and ground signs throughout the campus. However, such deviations should be reasonable and in keeping with the overall intent of the Code. Staff has some concerns with the

placement of additional real estate sign, given the number of signs already provided for the Campus and the prior conditions since 1999 that all real estate information should be within the sign area provided on the monument signs. Staff has also indicated that once a tenant leaves a retail space, the leasing information can be provided within the allowed window signage up to 20% of the window space under Section 405.950(G)(1) Window signs.

FORM OF THE DRAFT ORDINANCE

Should the Commission find persuasive CityPlace's reasoning for a fourth ground sign in front of the CityPlace Retail buildings as a separate real estate sign, attached is a draft ordinance repealing and replacing the prior Ordinance with a new one that contains the following customary conditions consistent with the prior approval, and to allow for one real estate sign to serve for the entire City Place campus at the retail center, with Staff's suggestion that the sign be revised to be of a consistent color scheme of black with white lettering for design consistency, and that it cannot be used for any other purpose:

The conditions for this request are:

- The Applicant shall follow the Master Signage Plan received September 22, 2017 as prepared by Kuhlmann Leavitt, Inc. for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
- All leasing information signage for the City Place Campus shall be placed within the existing ground monument signs. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on in front of the CityPlace Retail Building as shown in the Master Sign Plan Exhibit to serve for the entire campus provided that:
 - i. The sign shall be redesigned to be consistent in color scheme with the existing ground monuments of black background with white lettering.
 - ii. The sign shall be located a minimum of 15 feet from the edge of pavement, and seven feet from the sidewalk as shown in the Exhibit, whichever is greater, and outside of the right-of-way.
 - iii. Such sign may only be used for leasing information and is not subject to the substitutability allowance under Section 405.930(J) of the City's Sign Regulations.
- The Applicant shall submit sign permit application for the proposed sign.

Below are the conditions that are carried over from the previous amendments and included within the revised Ordinance for consistency:

- No additional permanent signage is allowed for the campus except as provided in the Master Sign Plan.
- The sign area for the Primary Tenant Façade sign for CityPlace Five building shall not exceed 50 square feet.
- The Campus Monument Sign at CityPlace Drive and North New Ballas Road shall not exceed the height and sign area of the existing monument signs and landscaping shall be provided at the base of the monument sign in an amount equal to two and one-half square feet (2.5) for each square foot of sign area.
- A 108.3 square foot wall sign on the west elevation of CityPlace Three is permitted.
- No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building at 75 square feet identified as 4F within the Master Sign Plan Exhibit attached hereto.
- The ground monument sign at 11550 Olive Boulevard, identified as 4M within the Master Sign Plan Exhibit shall be no larger than 24 square feet per sign face.

- All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary or Incidental Signs, except for the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.
- The permitted signage for the building identified as R.07 in the Master Sign Plan (CityPlace Lot 12) shall be consistent in size, location, and design for non-retail buildings with a maximum sign area of 50 square feet as provided in the Master Sign Plan.

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the Master Sign Plan proposal for the additional real estate sign is consistent with the purpose and requirements of Article VIII, a recommendation to the City Council for approval is necessary. Action on the proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

“I move to recommend approval of the amendment to the Master Signage Plan for the CityPlace Campus, as submitted with Application #17-033, to allow for a free standing real estate sign subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of November 6, 2017” (conditions may be added, eliminated, or modified by preceding motion).

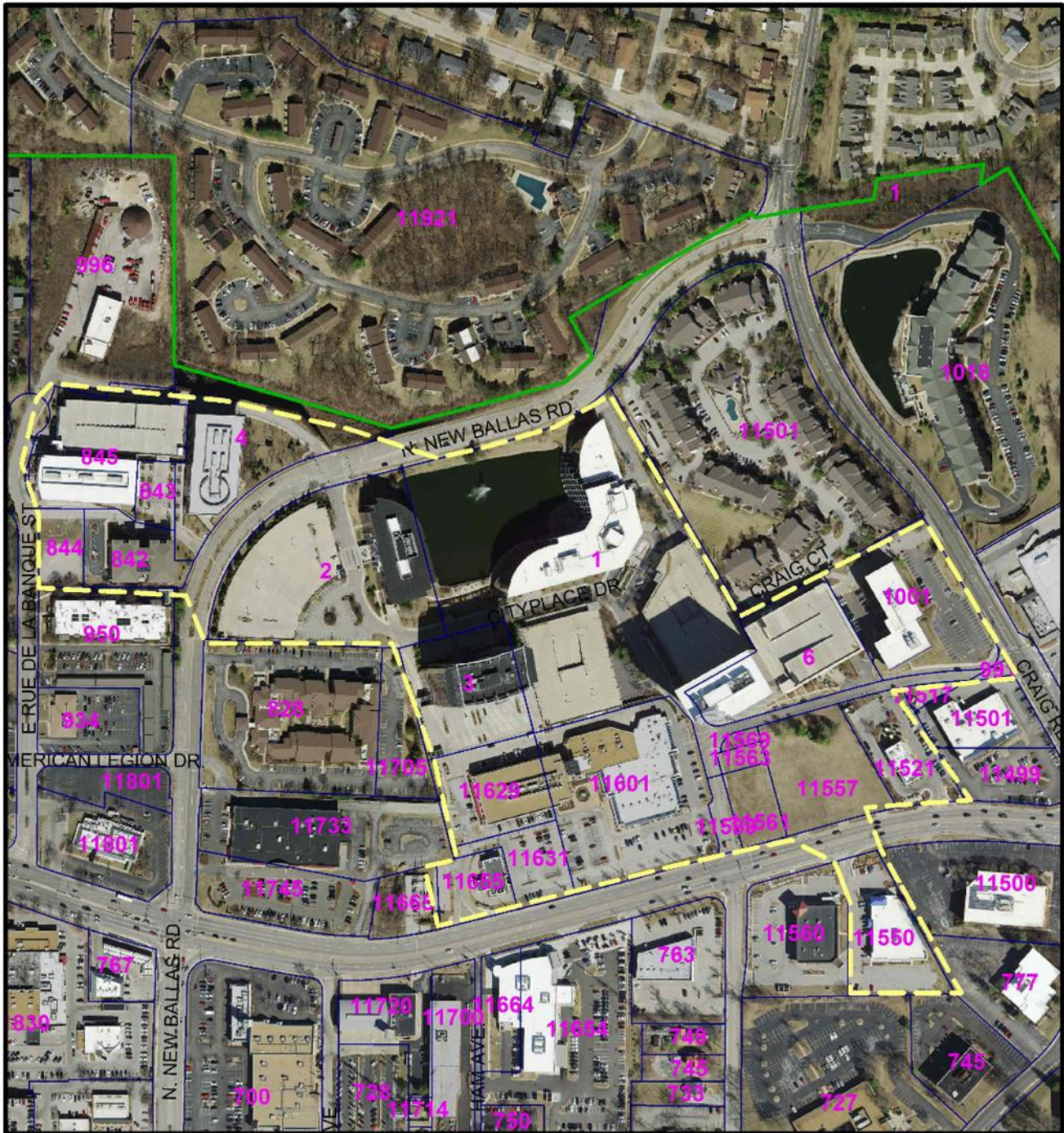
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

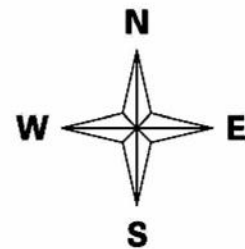
APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



- CityPlace Campus
- Property Lines
- Creve Coeur Municipal Boundary



APPENDIX 4: SITE PHOTOGRAPHS

Taken: 11/02/2017



Description: View looking east along Olive Boulevard at the existing monument sign adjacent.



Description: View of the existing retail sign from along Olive Boulevard



Description: View looking west at the existing monument sign.



Description: View looking north at the existing directional sign into the entrance of the retail development from CityPlace Drive.



CITY PLACE

City Place Campus
Signage Master Plan Updates

24 August 2017

Corporate

- C.01 CityPlace One
- C.02 CityPlace Two
- C.03 CityPlace Three
- C.04 CityPlace Four
- C.05 CityPlace Five
- C.06 CityPlace Six
- C.07 The Oak's

Retail, Mixed Use, Condo & Lot

- R.01 CityPlace Retail & Mixed Use
- R.02 Tenant
- R.03 McDonald's
- R.04 St. Luke's
- R.05 US Bank
- R.06 CityPlace Condominiums
- R.07 Office Building

Parking

- G.01 CityPlace One Parking East
- G.02 CityPlace One Parking West
- G.03 CityPlace Two Parking
- G.04 CityPlace Three Parking
- G.05 CityPlace Four Parking
- G.06 CityPlace Six Parking



CityPlace Campus Buildings

Campus ID

1



Monuments

Existing Campus Monument sign with stainless steel or white logotypes, both sides; stud mount logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible. As Monument signs are updated they will be internally illuminated and letters will be modified as required to emit light.



Facades

Sign type to consist of brushed aluminum with backlit letters, halo lit or unlit depending on location and use; letters to be no thinner than 2” deep and no thicker than 8” deep; internally lit letters to be faced with iridescent, translucent material for daylight conditions but should appear as “soft white” illumination at night; exact specifications for the aforementioned material will be determined when construction documents are prepared; sign fabricator to be responsible for engineering of all structural support and anchoring/ filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.



Entries

Sign type to consist of polished stainless numerals mounted to top of entry doors with CityPlace logo mounted below on door face; sign fabricator to be responsible for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.

Primary Tenant

2



Facades

Signs consist of internally illuminated dimensional letters or halo lit letters mounted to building faces; letters to be no thinner than 3” deep and no thicker than 8” deep; internally lit letters to be faced with iridescent, translucent material for daylight conditions but should appear as “soft white” illumination at night; halo lit letters should appear as “soft white” illumination at night; exact specifications for the aforementioned material will be determined when construction documents are prepared; sign fabricator to be responsible for engineering of all structural support and anchoring/ filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.

Campus, Tenant & Directional Signage

Multi-Tenant

3



Monuments

Existing Campus Monument sign with stainless steel logotype, both sides; stud mount logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible; tenant logos to be computer cut adhesive backed white vinyl.



Cubes

Sign consists of 8’ – 0” x 8’ – 0” x 8’ – 0” backpainted tempered glass cube, paint color black; top of cube to be other material to be de determined; cube mounts onto a recessed 5” ht visible concrete base/ footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer; logos to be computer cut adhesive backed white vinyl.



Buildings

1/8” thick painted aluminum metal panel flush mounted to building face; changeable metal sign panels with cut vinyl graphics applied to face; filler/ adhesive as required by conditions; no fasteners visible on face of panels; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to building surface and to be as vandal proof as possible

Single Tenant Retail

4



Facades

Signs consist of internally illuminated dimensional letters or halo lit letters mounted to building faces; letters to be no thinner than 3” deep and no thicker than 8” deep; internally lit letters to be faced with iridescent, translucent material for daylight conditions; halo lit letters should appear as “soft white” illumination at night; exact specifications for the aforementioned material will be determined when construction documents are prepared; sign fabricator to be responsible for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.



Monuments



Monument signs (structure and graphics) should be designed to compliment the architecture of the building they are identifying; graphics should be flush mounted or pin mounted to monument face; graphics may be internally illuminated, halo lit or externally illuminated; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible.

Campus, Tenant & Directional Signage

Multi-Tenant Retail

5



Type on Rail

Signs consist of internally illuminated dimensional letters or unlit letters mounted to a raceway on the canopy; letters to be no thinner than 2” deep and no thicker than 8” deep; internally lit letters to be faced with iridescent, translucent material for daylight conditions but should appear as “soft white” illumination at night; exact specifications for the aforementioned material will be determined when construction documents are prepared; sign fabricator to be responsible for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.



Facades

Signs consist of internally illuminated dimensional letters or halo lit letters mounted to building faces; letters to be no thinner than 2” deep and no thicker than 8” deep; internally lit letters to be faced with iridescent, translucent material for daylight conditions but should appear as “soft white” illumination at night; halo lit letters should appear as “soft white” illumination at night; exact specifications for the aforementioned material will be determined when construction documents are prepared; sign fabricator to be responsible for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer.

Directional

6



Plinths

Sign to be fabricated from 1/8” thick aluminum; plinth to be painted, color black; messages (arrows and letters) to be computer cut adhesive backed reflective vinyl, color white; plinth to be mounted to concrete base; sign fabricator to be responsible for engineering of all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer.



Cubes

Sign consisting of 3’ -0” x 3’ -0” x 3’ -0” cube fabricated from 1/8” thick aluminum; cube to be painted, color black; messages (arrows and letters) to be computer cut adhesive backed reflective vinyl, color white; logo to be non-reflective vinyl; cube to be mounted to concrete base; sign fabricator to be responsible for engineering of all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer.



Secondary Posts & Panels

Panels to be 1/8’ painted aluminum; CityPlace campus signs to be painted, color black; stand alone retail tenant signs may be painted a color that compliments the tenants primary signage; panel may be two-sided as needed; graphics to be computer cut adhesive backed vinyl; post to be 2” square aluminum tube, painted to match panel; sign to be direct buried in concrete footing as needed to meet windload and weight requirements; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements.

Leasing

7



Ground Signs

Sign to be fabricated from 1/8” thick painted aluminum or exterior grade painted wood panel; ; messaging to be computer cut adhesive backed vinyl or digitally printed direct to surface; sign to be direct buried in concrete footing as needed to meet windload and weight requirements; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements.

Campus, Tenant & Directional Signage

Current

- 1. Campus ID**

 - 1M Monuments
 - 1F Facades
 - 1E Entries
- 2. Primary Tenant**

 - 2F Facades
- 3. Multi-Tenant**

 - 3M Monuments
 - 3C Cubes
 - 3B Buildings
- 4. Single Tenant Retail**

 - 4F Facades
 - 4M Monuments
- 5. Multi-Tenant Retail**

 - 5R Type on Rail
 - 5F Facades
- 6. Directional**

 - 6P Plinths
 - 6C Cubes
 - 6S Secondary Post & Panel

Proposed

- 7. Leasing**

 - 1L Ground Sign

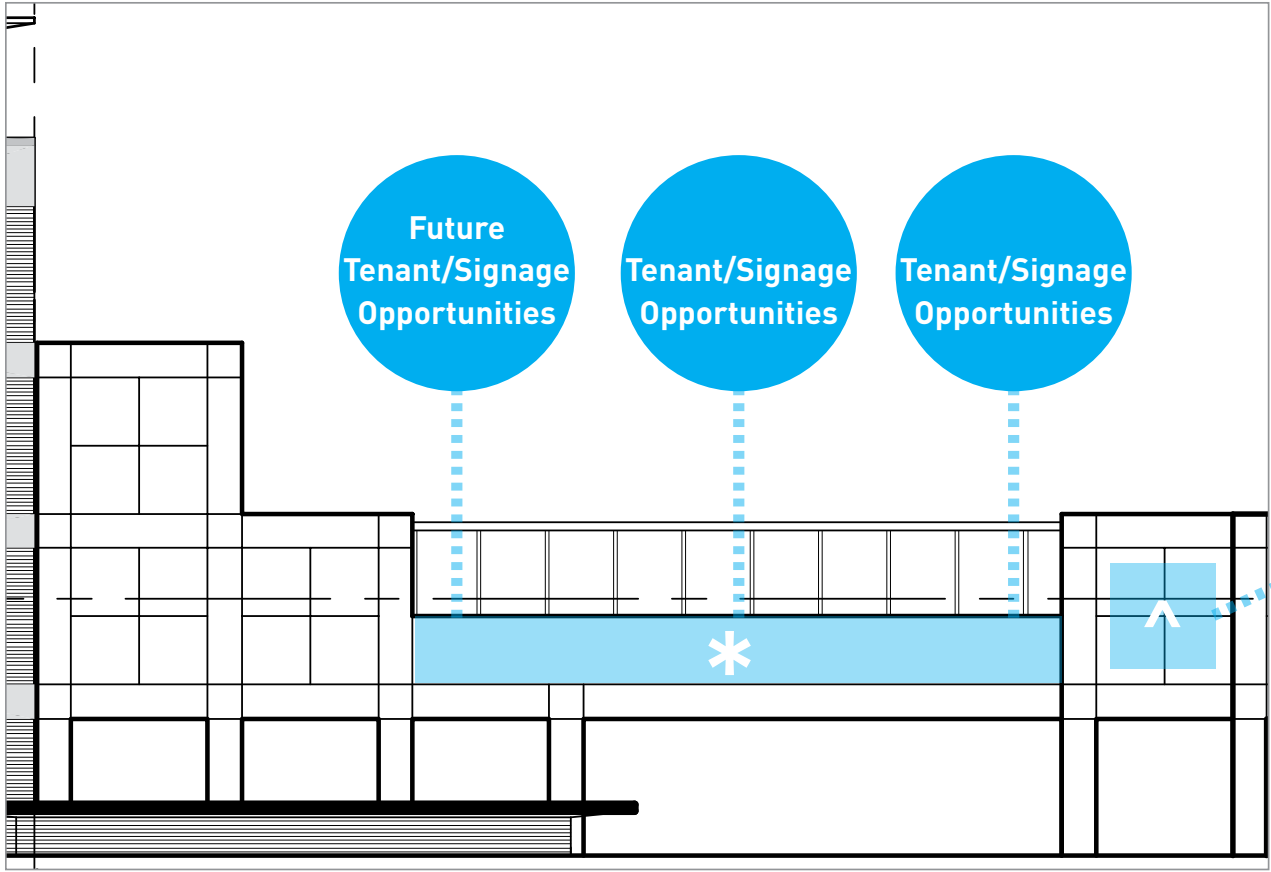


Campus, Tenant & Directional Signage

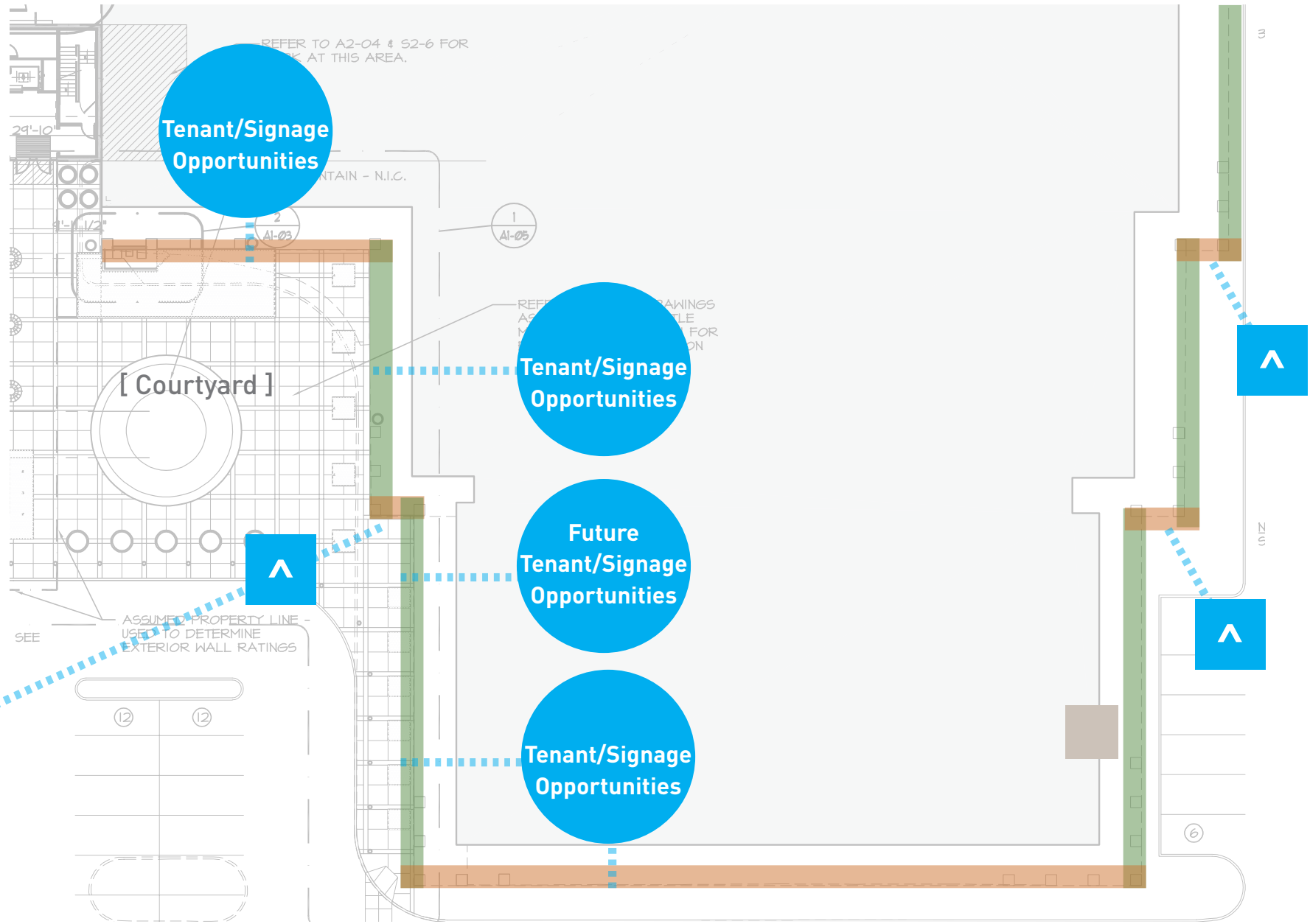


-  = Indicates allowable sign locations. Signs must not interfere with the vertical columns.
- * = Ground floor retail signage allowance must be in compliance with prevailing Creve Ceour ordinances (1 square foot per lineal foot of front facade or as may be amended).
- + = The tenant in this corner unit may elect to put signage on the West face of their space. They may use no more than 49% of their total allowable signage as explained above (*) for this secondary sign. The square footage used for this sign will be deducted from their total signage allowance.

Retail Facade Signage_West Retail



[South facing - Courtyard Elevation]

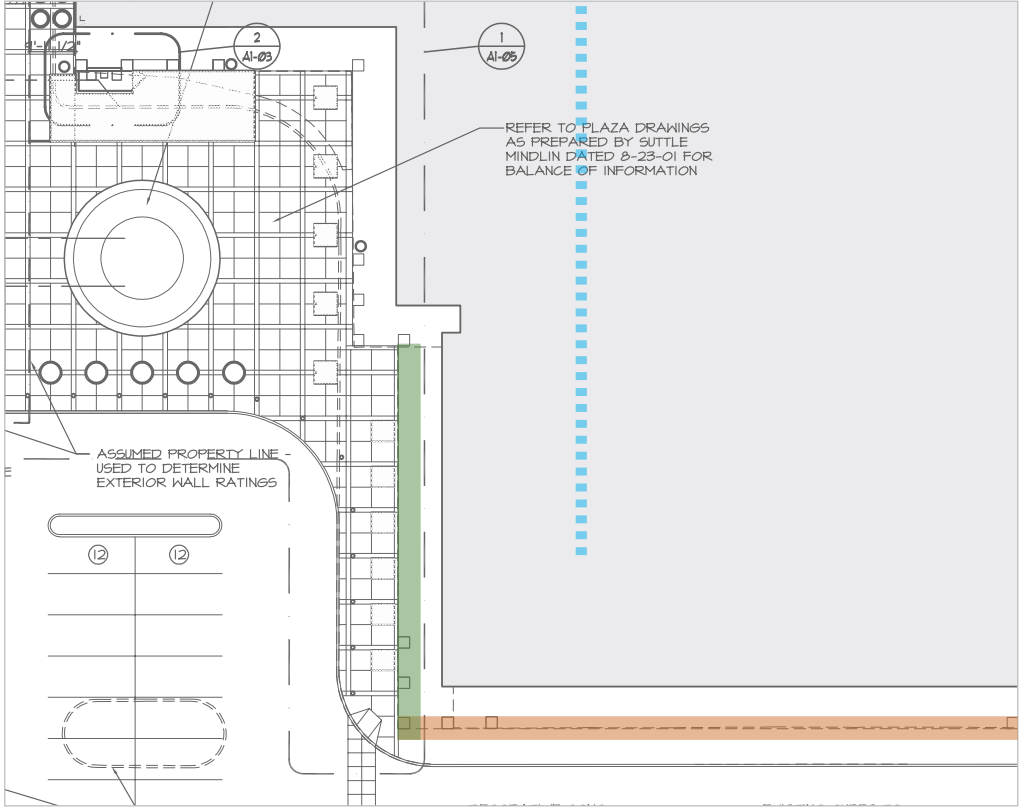


[East Retail Plan View]

-  = Indicates allowable sign locations. Signs must not interfere with the vertical columns.
- * = Ground floor retail signage allowance must be in compliance with prevailing Creve Ceour ordinances (1 square foot per lineal foot of front facade or as may be amended).
- ^ = Where available, tenants may elect to split their total allowable signage as explained above (*). They may use no more than 10 square feet. The square footage used for this sign will be deducted from their total signage allowance.

Retail Facade Signage

Tenant/Signage



[East Retail Southwest Corner]



[South facing]



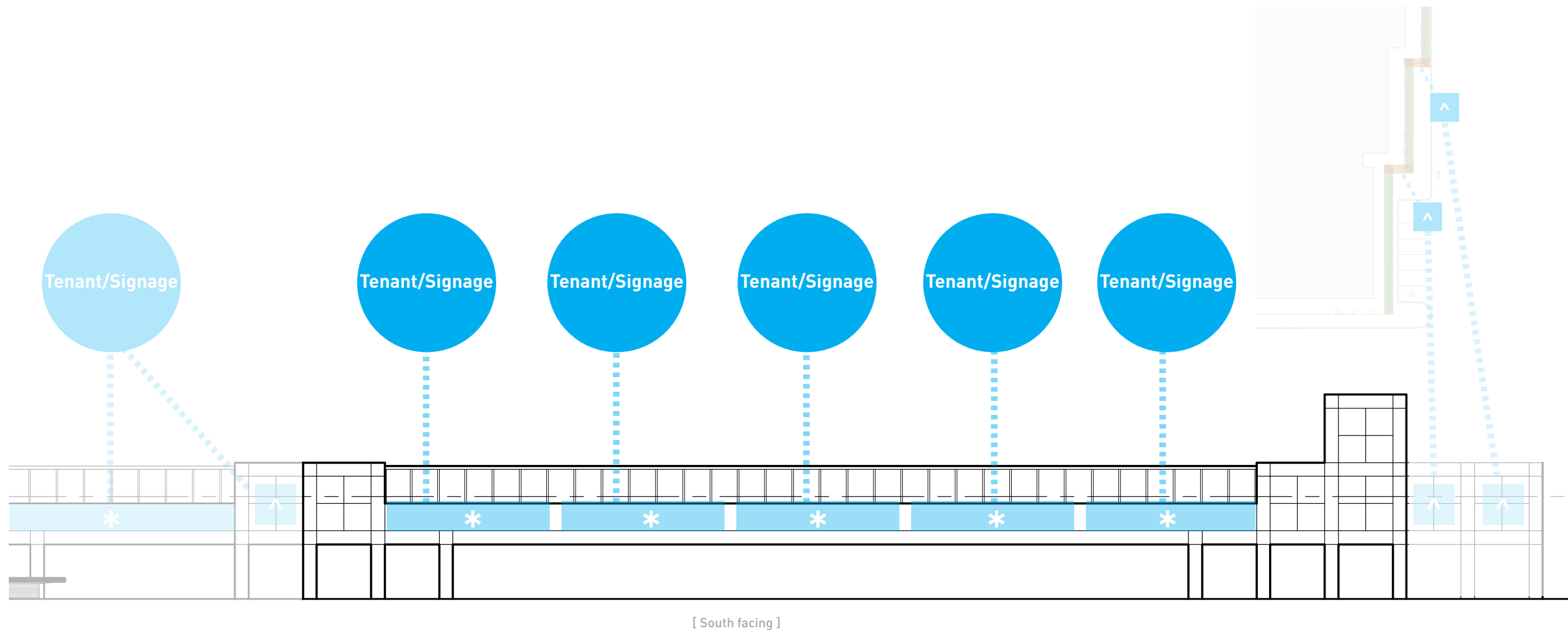
[West facing]



= Indicates allowable sign locations. Signs must not interfere with the vertical columns.

* = Ground floor retail signage allowance must be in compliance with prevailing Creve Ceour ordinances (1 square foot per lineal foot of front facade or as may be amended).

Retail Facade Signage

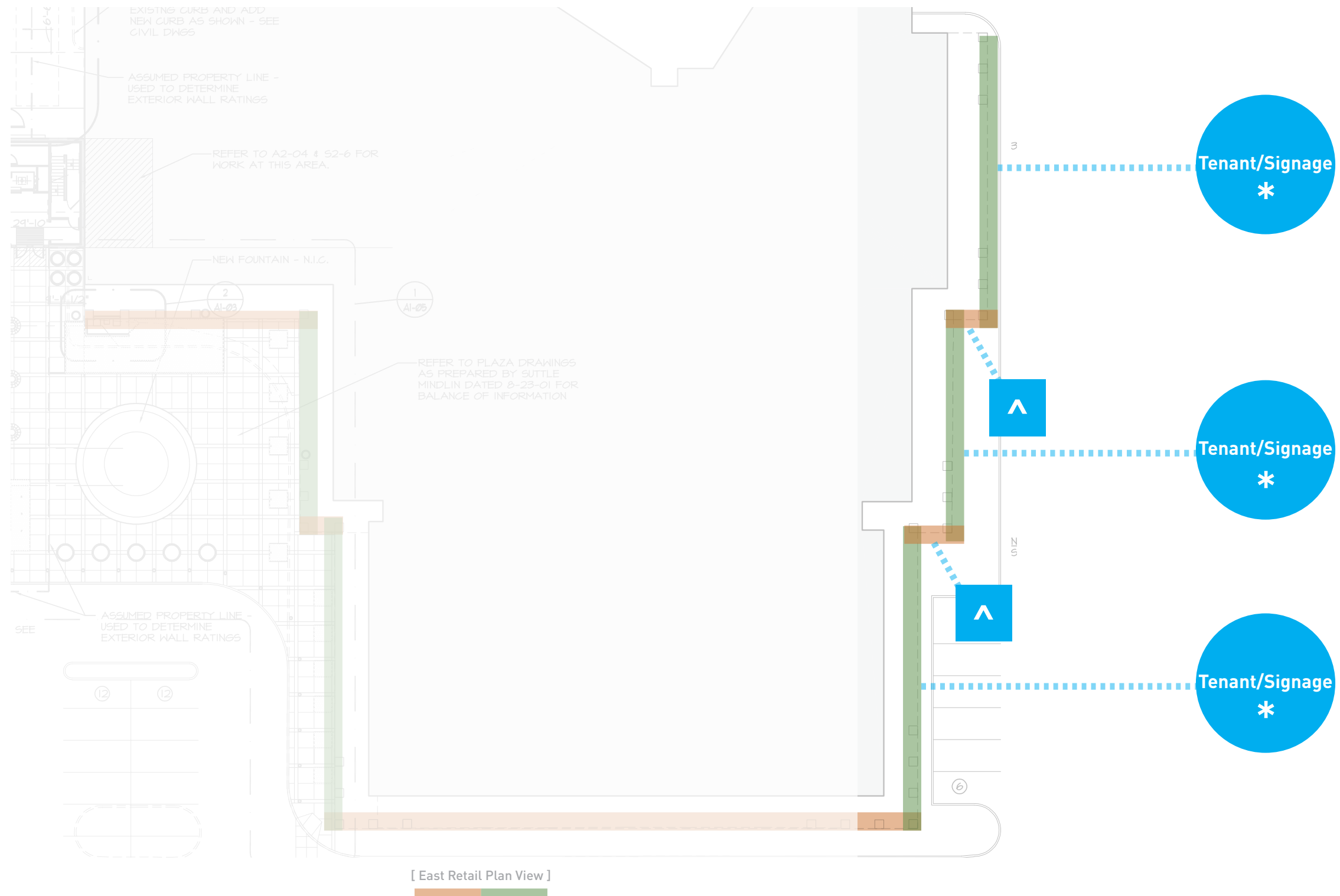


 = Indicates allowable sign locations. Signs must not interfere with the vertical columns.

* = Ground floor retail signage allowance must be in compliance with prevailing Creve Ceour ordinances (1 square foot per lineal foot of front facade or as may be amended).

^ = Where available, tenants may elect to split their total allowable signage as explained above (*). They may use no more than 10 square feet. The square footage used for this sign will be deducted from their total signage allowance.

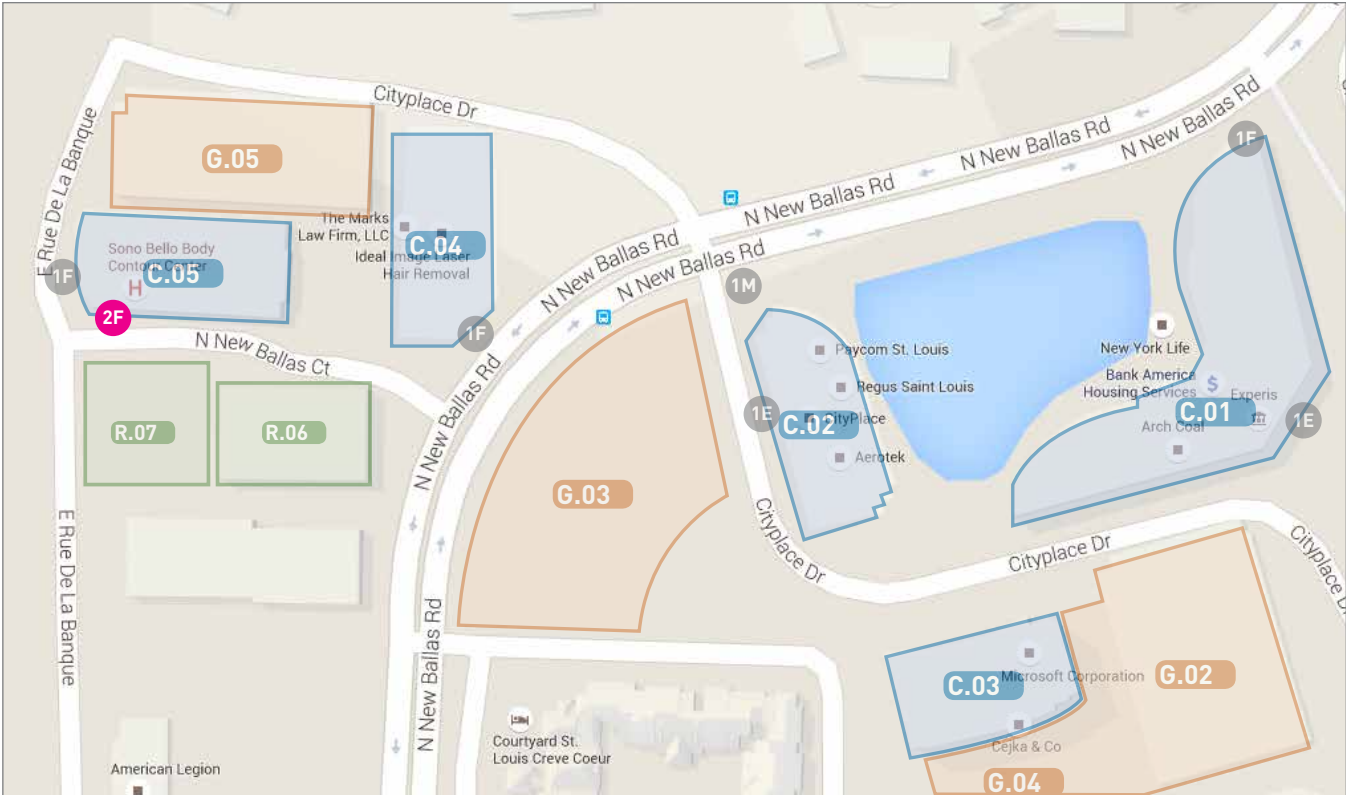
Retail Facade Signage_East Retail



* = Ground floor retail signage allowance must be in compliance with prevailing Creve Ceour ordinances (1 square foot per lineal foot of front facade or as may be amended).

^ = Where available, tenants may elect to split their total allowable signage as explained above (*). They may use no more than 10 square feet. The square footage used for this sign will be deducted from their total signage allowance.

Retail Facade Signage_East Retail



2F = Proposed location for future primary tenant signage. Sign size not to exceed 50 square feet and must consist of individual, dimensional channel letters, silver or white in color. Signs may be internally illuminated.

Proposed Future Primary Tenant Building Signage

BILL NO. 5576ORDINANCE NO. 5454

**AN ORDINANCE REPEALING ORDINANCE NUMBER 5386 AND APPROVING A NEW
MASTER SIGN PLAN PURSUANT TO SECTION 405.950.J OF THE CITY OF CREVE
COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS LOCATED WITHIN
THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by Chris C. Woods, of Redico, on behalf of the property owners, for an amendment to the previously approved Master Signage Plan for the CityPlace Development to establish signage standards for tenant and campus identification pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a 5-0 vote recommended approval of the subject amendments at its meeting on Monday, December 21, 2015; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on December 21, 2015, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 being fully informed finds that approving 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.

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

SECTION 1: Ordinance Number 5386 authorizing a Master Sign Plan for City Place Campus located is hereby repealed.

SECTION 2: A Master Sign Plan attached hereto as Exhibit 1, subject to final revisions as provided herein, is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be subject to the following conditions:

BILL NO. 5576ORDINANCE NO. 5454

1. Prior to the issuance of a sign permit the applicant shall submit a revised Exhibit 1 for all of the CityPlace Signs as approved herein.
2. The sign area for the Primary Tenant Façade sign for CityPlace Five building shall not exceed 50 square feet.
3. The Campus Monument Sign at CityPlace Drive and North New Ballas Road shall not exceed the height and sign area of the existing monument signs and landscaping shall be provided at the base of the monument sign in an amount equal to two and one-half square feet (2.5) for each square foot of sign area.
4. The applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently do not possess a sign permit.
5. The applicant shall follow the Master Signage Plan received November 20, 2015 as prepared by Kuhlmann Leavitt, Inc. for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
6. No additional permanent signage is allowed for the campus except as provided in the Master Sign Plan.
7. A 108.3 square foot wall sign on the west elevation of CityPlace Three is permitted.
8. No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building.
9. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face.
10. All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary or Incidental Signs, except for the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.
11. All leasing information signage for the City Place Campus shall be placed on the building. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, provided that no administrative variance to the minimum 150-foot separation from any other monument sign may be granted.
12. The permitted signage for the building identified as R.07 in the Master Sign Plan (CityPlace Lot 12) shall be consistent in size, location, and design for non-retail buildings as provided in the Master Sign Plan.

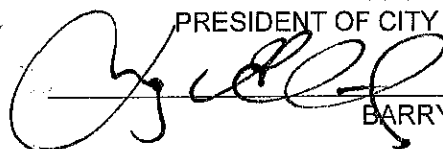
SECTION 4: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1, as revised consistent herewith.

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

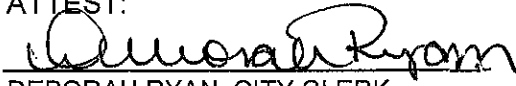
ADOPTED THIS 25 DAY OF January, 2016.


 DAVID KREUTER
 PRESIDENT OF CITY COUNCIL

APPROVED THIS 25 DAY OF January, 2016.


 BARRY GLANTZ
 MAYOR

ATTEST:


 DEBORAH RYAN, CITY CLERK

BILL NO. 5506ORDINANCE NO. 5386

**AN ORDINANCE REPEALING ORDINANCE NUMBER 5346 AND APPROVING A NEW
MASTER SIGN PLAN PURSUANT TO SECTION 405.950.J OF THE CITY OF CREVE
COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS LOCATED WITHIN
THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by Chris Carlson, of Lockton Companies, on behalf of the property owners, for an amendment to the previously approved Master Signage Plan for the CityPlace Development to allow for an additional 108.3 square foot wall sign on the west elevation of the building at Three CityPlace Drive, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new building signage; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a 5-0 vote recommended approval of the subject amendments at its meeting on Monday, July 21, 2014; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on July 21, 2014, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 being fully informed finds that approving 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.

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

Section 1: Ordinance Number 5346 authorizing a Master Sign Plan for City Place Campus located is hereby repealed.

Section 2: A Master Sign Plan attached hereto as Exhibit 1 is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created

BILL NO. 5506ORDINANCE NO. 5386

pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

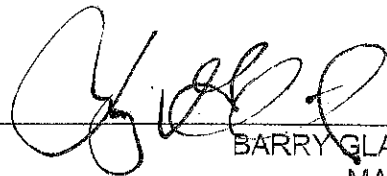
SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. Prior to the issuance of a sign permit the applicant shall submit a revised Exhibit 1 for all of the CityPlace Signs as approved.
2. The amendment allows for an additional 108.3 square foot wall sign on the west elevation of CityPlace Three, as proposed in Applicants Materials submitted on June 11, 2014 and as discussed at the Planning and Zoning Commission meeting on July 21, 2014.
3. The applicant shall submit sign permit applications for the proposed signs referred to in the Master Sign Plan Amendment that currently do not possess a sign permit.
4. A long-term plan for future signage shall be completed prior to any subsequent application.
5. No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building.
6. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur, except as provided herein.
7. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
8. The applicant shall submit a revised landscape plan for 11550 Olive Boulevard to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
9. Signage shall be limited to name and logo only
10. All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary or Incidental Signs, except for the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.
11. All leasing information signage for the City Place Campus shall be placed on the building. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on the lot in the northeast quadrant of CityPlace Drive and Olive Boulevard, provided that no administrative variance to the minimum 150-foot separation from any other monument sign may be granted.

SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1.

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

ADOPTED THIS 25 DAY OF August, 2014.

BILL NO. 5506ORDINANCE NO. 5386CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCILAPPROVED THIS 25 DAY OF August, 2014.BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

2017. 2. 28. 10:00

2017. 2. 28. 10:00

SUBSTITUTE BILL NO. 5462ORDINANCE NO. 5346

AN ORDINANCE REPEALING ORDINANCE NUMBER 5169 AND APPROVING A NEW MASTER SIGN PLAN PURSUANT TO SECTION 405.950.J OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT

WHEREAS, an application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new building signage; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on August 19, 2013 and continued on November 4, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, Planning and Zoning Commission reviewed and by a 5-0 vote recommended approval of the subject amendments at its meeting on Monday, November 18, 2013; and

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 being fully informed finds that approving 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.

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

Section 1: Ordinance Numbers 2193, 4059, and 5169 authorizing a Master Sign Plan for City Place Campus located north of Olive Boulevard are hereby repealed.

Section 2: A Master Sign Plan attached hereto as Exhibit 1 is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lots 2 and 7 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated

SUBSTITUTE BILL NO. 5462ORDINANCE NO. 5346

April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

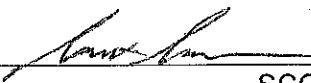
SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The applicant shall submit sign permit applications for the proposed signs referred to in the Master Sign Plan that currently does not possess a sign permit
2. No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building.
3. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur, except as provided herein.
4. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
5. The applicant shall submit a revised landscape plan for 11550 Olive Boulevard to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
6. Signage shall be limited to name and logo only
7. All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary Or Incidental Signs, except for the lot in the northeast quadrant of Cityplace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.
8. All leasing information signage for the City Place Campus shall be placed on the building. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on the lot in the northeast quadrant of Cityplace Drive and Olive Boulevard, provided that no administrative variance to the minimum 150-foot separation from any other monument sign may be granted.

SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1.

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

ADOPTED THIS 9th DAY OF December, 2013.


SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS 9th DAY OF December, 2013.


BARRY GLANTZ, MAYOR

ATTEST:


DEBORAH RYAN, CITY CLERK

BILL NO. 5283ORDINANCE NO. 5169

**AN ORDINANCE REPEALING ORDINANCE NUMBER 2193 AND NUMBER 4059 AND
APPROVING A NEW MASTER SIGN PLAN PURSUANT TO SECTION 405.950.6 OF THE
CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS
LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.6 of the City of Creve Coeur's Code of Ordinances, to include CityPlace VII Saint Luke's Medical Offices south of Olive Boulevard; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a unanimous vote recommended approval of the subject amendments at its meeting on Monday, November 15, 2010; and

WHEREAS, the City Council of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on December 13, 2010, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 being fully informed finds that approving 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.

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

Section 1: Ordinance 2193 and Ordinance 4059 authorizing a Master Sign Plan for City Place Campus located north of Olive Boulevard are hereby repealed.

Section 2: A Master Sign Plan is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11~~8~~ of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for

BILL NO. 5283ORDINANCE NO. 5169

St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

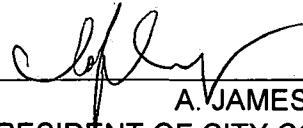
SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently does not possess a building permit.
2. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
3. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
4. The applicant shall submit a revised landscape plan to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
5. Signage shall be limited to name and logo only
6. All leasing information signage for the development should be placed on the building. No additional leasing signs shall be permitted.

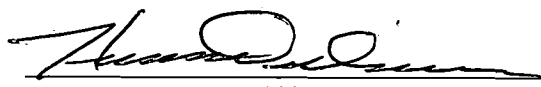
SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1

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

ADOPTED THIS 10 DAY OF January, 2011.


A. JAMES WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS 10 DAY OF January, 2011.


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK

CITY PLACE

June 2002

Signage Master Plan

Submitted to the
City of Creve Coeur

prepared by Kuhlmann Leavitt, Inc
for The Korman Group

Exhibit
1
1/10/11

	page	
Section 1: Logo Description	1.1	A LOGO IS THE DEFINING VISUAL
	1.2	REFINING THE MARK
	1.3	A NOTE ON THE TYPE
	1.4	INCORRECT USAGE
Section 2: Existing Signs	2.1	EXISTING DISABLED PARKING SIGNS, SIGN TYPE A
	2.2	EXISTING RETAIL, SIGN TYPE B
	2.3	EXISTING STOREFRONT AND BUILDING ADDRESS SIGNS, SIGN TYPE C
	2.4	EXISTING DIRECTIONAL SIGNS, SIGN TYPE E
	2.5	EXISTING BUILDING, RETAIL AND CAMPUS MONUMENT SIGNS, SIGN TYPE F
	2.6	EXISTING TRAFFIC REGULATORY SIGNS, SIGN TYPE G
	2.7 - 2.8	EXISTING PARKING REGULATORY SIGNS, SIGN TYPE H
	2.9	EXISTING PARKING GARAGE REGULATORY, SIGN TYPE J1, J2, J3
	2.10	EXISTING BUILDING REGULATORY SIGNS, SIGN TYPE K
Section 3: Sign Location Plans	3.1	OVERALL SIGN LOCATION PLAN
	3.2 - 3.11	SIGN LOCATION BREAKOUTS
Section 4: Message Schedule	4.1	SIGN TYPE LIST- EXISTING AND NEW SIGNS
	4.2 - 4.4	SIGN MESSAGES OF EXISTING SIGNS
	4.5	SIGN MESSAGES FOR NEW SIGNS
Section 5: Sign Descriptions	5.1 - 5.26	SIGN TYPE DESCRIPTIONS/DRAWINGS FOR ALL NEW AND TRANSITIONAL SIGNS

BILL NUMBER 5049**ORDINANCE NUMBER 4059****AN ORDINANCE FOR AN AMENDMENT TO THE MASTER SIGNAGE PLAN
PURSUANT TO SECTION 104.6 OF ORDINANCE NUMBER 1903 OF THE CITY
OF CREVE COEUR, FOR THE CITYPLACE CAMPUS LOCATED NORTH OF
OLIVE BOULEVARD AND ZONED "CB" CORE BUSINESS DISTRICT**

WHEREAS, An application, pursuant to Section 26-104.6 of the City's Code of Ordinances, was submitted by ASI Modulex, on behalf of the KOMAN Group for an amendment to the previously approved Master Signage Plan for the Cityplace development;

WHEREAS, The boundaries of the Master Signage Plan will be for Cityplace development including all existing and proposed signage as demonstrated in Exhibit 1, Master Signage Plan;

WHEREAS, Said property is zoned "CB" Core Business district,

WHEREAS, The Planning and Zoning Commission by unanimous vote recommended approval of the amendment to the Master Signage Plan on November 6, 2006, with the condition that the McDonald's site be excerpted out;

WHEREAS, On November 20, 2006, the Planning and Zoning Commission by majority vote recommended approval of the McDonalds signage request to be included with the amendment to the Master Signage Plan;

WHEREAS, a Public Hearing was held by the Creve Coeur City Council on Monday, November 27, 2006, beginning at 7:00 p.m. or immediately following the close of the previous Public Hearing, on said application for the Master Signage Plan amendment as provided by Section 26-104.6 of Ordinance Number 1903 of the City of Creve Coeur, and

WHEREAS, notice of publication for said Public Hearing had been previously published on November 10, 2006 in the St. Louis Countian and on the week of November 12, 2006 in the West County Journal, newspapers of general circulation in the City of Creve Coeur, and

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

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

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

SECTION 1: The Master Signage Plan amendment for the Cityplace development, as submitted by the ASI Modulex, on behalf of the KOMAN Group, and attached hereto, is approved subject to the hereinafter stated conditions, on the property commonly known as the CityPlace campus and identified as the area on the Master Signage Plan.

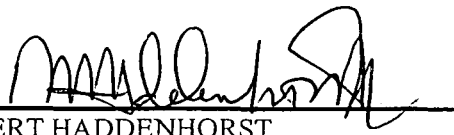
SECTION 2: Such approval of the Master Signage Plan for the Cityplace development shall be restricted to the following conditions:

1. The applicant shall submit sign permit and/or building permit applications for proposed signs, including existing building or directional signage referred to in the Master Sign Plan that currently does not possess a building permit.
2. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
3. All leasing information signage for the development should be placed on the building and/or monument signs. No additional leasing signs shall be permitted.
4. The McDonald's monument sign shall be brick, with all other existing directional signs as shown.
5. Staff has the discretion of moving the McDonald's monument sign back for line of site clearance.
6. The applicant shall return to the Planning and Zoning Commission should there be no acceptable location for the McDonald's monument sign.

SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1.

SECTION 4: This Ordinance shall be in full force and effect 15 days after adoption by the City Council and the signing thereof by the Mayor.

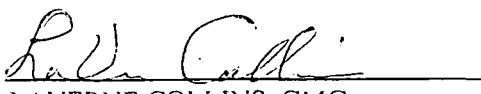
Adopted this 11th day of December 2006.


ROBERT HADDENHORST
PRESIDENT OF CITY COUNCIL

Adopted this 11th day of December 2006.


HAROLD DIELMANN
MAYOR

Attest:


LAVERNE COLLINS, CMC
CITY CLERK

BILL NUMBER 3165

ORDINANCE NUMBER 2193

**AN ORDINANCE REPEALING ORDINANCE NUMBER 1989 AND ADOPTING
AN ORDINANCE FOR A MASTER SIGNAGE PLAN PURSUANT TO SECTION
104.6 OF ORDINANCE NUMBER 1903 OF THE CITY OF CREVE COEUR, FOR
THE CITYPLACE DEVELOPMENT LOCATED NORTH OF OLIVE
BOULEVARD, ON NORTH NEW BALLAS**

WHEREAS, An application, pursuant to Section 26-104.6 of the City's Code of Ordinances, was submitted by Kuhlmann Leavitt, Inc. on behalf of the KOMAN Group for a Master Signage Plan for the Cityplace development;

WHEREAS, The boundaries of the Master Signage Plan will be for Cityplace development including all existing and proposed signage as demonstrated in Exhibit 1, Master Signage Plan;

WHEREAS, Said property is zoned "CB" Core Business district,

WHEREAS, The Planning and Zoning Commission by unanimous vote recommended approval of the Master Signage Plan on July 15, 2002;

WHEREAS, a Public Hearing was held by the Creve Coeur City Council on Monday, August 26, 2002, beginning at 7:30 p.m. or immediately following the close of the previous Public Hearing, on said application for the Conditional Use Permit as provided by Article 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 on August 9, 2002 in the St. Louis Countian and on the week of August 12, 2002 in the West County Journal, newspapers of general circulation in the City of Creve Coeur, and

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

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

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

SECTION 1: The Master Signage Plan for the Cityplace development, as submitted by the Kuhlman Leavitt, Inc. on behalf of the KOMAN Group, is hereby approved subject to the hereinafter stated conditions, on the following described property:

Property Descriptions

A tract of land being part of the Northeast Fractional One-Quarter of Section 3, T45N, R05E, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the North line of Olive Boulevard (Missouri State Highway 340) 90 ft. wide, with the East line of property conveyed to the City of Creve Coeur by deed recorded in Book 6822 page 1365 in the St. Louis County Records; thence North 14 degrees 36 minutes 51 seconds West 403.47 feet along said East line of City of Creve Coeur property and the East line of property conveyed to the City of Creve Coeur by deed recorded in Book 4268 page 160 of the St. Louis County Records to a point; thence North 74 degrees 44 minutes 20 seconds East 340 feet to a point; thence South 41 degrees 18 minutes 34 seconds East 82.37 feet to a point; thence South 15 degrees 15 minutes 40 seconds East 187.75 feet to a point; thence along a curve to the right whose radius point bears South 74 degrees 44 minutes 20 seconds West 16.25 feet from the last mentioned point, a distance of 24.27 feet to a point; thence South 74 degrees 44 minutes 20 seconds West 45 feet from the last mentioned point, a distance of 32.57 feet to said North line of Olive Boulevard (Missouri State Highway 340); thence South 74 degrees 28 minutes 18 seconds West 238.94 feet along said North line of Olive Boulevard (Missouri State Highway 340) to a point; thence South 75 degrees 28 minutes 18 seconds West 115.52 feet to a point of beginning and containing 3.435 acres or 149,610 square feet.

A tract of land being part of the Northeast Fractional One-Quarter of Section 3, T45N, R05E, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the West line of property conveyed to Amoco Oil Co., by deed as recorded in Book 8006, Page 775 of the St. Louis County Records with the North line of Olive Street Road (Missouri State Highway 340); thence South 74 degrees 44 minutes 20 seconds West 63.24 feet along said North line of Olive Street Road (Missouri State Highway 340) to a point; thence along a curve to the left whose radius point bears North 65 degrees 08 minutes 13 seconds West 45 feet from the last mentioned point; a distance of 31.51 feet to a point; thence North 15 degrees 15 minutes 40 seconds West 96.05 feet to a point; thence along a curve to the left whose radius point bears North 19 degrees 40 minutes 22 seconds West 187.75 feet to a point; thence North 41 degrees 18 minutes 34 seconds West 82.37 feet to a point; thence South 74 degrees 44 minutes 20 seconds West 340 feet to a point on the East line of property conveyed to the City of Creve Coeur by deed as recorded in Book 4268, page 160 of the St. Louis County Records; thence North 14 degrees 36 minutes 51 seconds West 280.63 feet along said East line of City of Creve Coeur property to a point; thence South 75 degrees 23 minutes 9 seconds West 145.01 feet to a point on the West line of said City of Creve Coeur property; thence North 14 degrees 36 minutes 51 seconds West 424.21 feet to the Road Dedication recorded in Deed Book 8297, Page 809 of the St. Louis County Records; thence North 75 degrees 23 minutes 41 seconds East 295.77 feet and along a curve to the left whose radius point bears North 14 degrees 36 minutes 19 seconds West 480.74 feet from the last mentioned point, a distance of 253.07 feet along the South line of said Road Dedication to the West line of "Craigmoor Subdivision" a subdivision according to the plat thereof recorded as Daily No. 245 on July 15, 1954; thence South 29 degrees 44 minutes 00 seconds East 947.11 feet to the West line of "Craigmoor Subdivision" to the Northeast corner of property conveyed to McDonald's Corporation by deed recorded in Book 7648, Page 1813 of the St. Louis County Records; thence South 74 degrees 38 minutes 56 seconds West 112.03 feet along said North line of McDonald's Corporation property to the

Northwest corner thereof; thence South 15 degrees 22 minutes 39 seconds East 12.68 feet along the West line of said McDonald's Corporation property to the Northeast corner of said Amoco Oil Co. property; thence South 74 degrees 38 minutes 56 seconds West 112.35 feet along said North line of said Amoco Oil Co. property to the Northwest corner thereof; thence South 15 degrees 22 minutes 39 seconds East 238.28 feet along said West line of Amoco Oil Co. property to the point of beginning and containing 10.837 acres.

A tract of land being part of the Northeast Fractional One-Quarter of Section 3, T45N, R05E, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southeast corner of property conveyed to the City of Creve Coeur, Missouri, by deed recorded in Book 8089, Page 46 of the St. Louis County Records, said point being in the North line of "Marriott Courtyard Plaza Plat 1," a subdivision according to the plat thereof recorded as Daily No. 284 on February 25, 1968 in the St. Louis County Records; thence along the East line of said City of Creve Coeur, Missouri property and the South line of an 80 feet wide Road Dedication Strip conveyed to the City of Creve Coeur by deed recorded in Book 8297, Page 809 of the St. Louis County Records, the following courses and distances: North 02 degrees 40 minutes 50 seconds East 4.53 feet, along a curve to the right whose radius point bears South 87 degrees 19 minutes 10 seconds East 400.74 feet from the last mentioned point, a distance of 508.58 feet, and North 75 degrees 23 minutes 41 seconds East 178.63 feet to a point; thence South 14 degrees 36 minutes 51 seconds East 424.21 feet to the Northeast corner of property conveyed to the City of Creve Coeur by deed recorded in Book 7154, Page 37 of the St. Louis County Records, said point being also the Northwest corner of property conveyed to the City of Creve Coeur by deed recorded in Book 4268, Page 160 of the St. Louis County Records; thence along the North line of said property conveyed to the City of Creve Coeur by deed recorded in Book 7154, Page 37 of the St. Louis County Records, South 75 degrees 23 minutes 09 seconds West 120.11 feet to the aforementioned North line of "Marriott Courtyard Plaza Plat 1;" thence along said North line of "Marriott Courtyard Plaza Plat 1," North 87 degrees 15 minutes 30 seconds West 463.65 feet to the point of beginning and containing 4.11 acres according to calculations by Volz, Inc. during December, 1994.

A tract of land being part of Section 3, Township 45 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northeast corner of Parcel A of Marriott Courtyard Plaza Plat One, as recorded in Plat Book 245, Page 12 of the St. Louis County Recorder's Office, said point being on the southern line of Cityplace Condominiums, as recorded in Plat Book 274, Page 48 of the St. Louis County Recorder's Office; thence leaving said corner and along the southern and western line of said City Place Condominiums North 75 degrees 32 minutes 31 seconds East, a distance of 264.65 feet to a point; thence South 14 degrees 26 minutes 25 seconds East, a distance of 683.71 feet to a point, said point being along northern right of way line of Olive Boulevard, variable width; thence along said right of way line South 75 degrees 03 minutes 25 seconds West, a distance of 141.81 feet to a point, said point being along the southeast corner of property now or formerly of Turken, as recorded in Book 6694, Page 666 of said Recorder's Office; thence leaving said right of way line and on the eastern northern line of Turken property North 14 degrees 24 minutes 22 seconds West, a distance of 154.95 feet to a point; thence South 76 degrees 32 minutes 38 seconds West, a distance of 119.57 feet to a point, said point being on the most eastern corner of the aforementioned Parcel A of Marriott Courtyard Plaza; thence along the eastern line of said Parcel A, North 14 degrees 28 minutes 56 seconds West, a distance of 527.91 feet to the point of beginning.

A tract of land in the northeast Fractional One-Quarter of Section 3, Township 45 North Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the North right of way line of Olive Boulevard with the West line of property conveyed to City of Creve Coeur, Missouri, by deed recorded in Book 5837, Page 10 of the St. Louis County Records, thence Westwardly along said North right of way lone of Olive Boulevard, South 75 degrees 50 minutes 00 seconds West 146.22 feet and along a curve to the right whose point bears North 14 degrees 10 minutes 00 seconds West 1010.90 feet from the last mentioned point, a distance of 50.76 feet to the East line of property conveyed to Union Electric Company by deed recorded in Book 4109, Page 122 of the St. Louis County Records; thence North 02 degrees 16 minutes 00 seconds West 158.31 feet along said East line of Unions Electric Company to the South line of Adjusted Parcel 1 of the "Boundary Adjustment Plat of Parcel A of Marriott Courtyard Plaza Plat 1," as recorded in Plat Book 343, Page 40 of the St. Louis County Records; thence North 76 degrees 16 minutes 00 seconds East 162.92 feet along said South line of Adjusted Parcel 1 and the South line of property conveyed to the City of Creve Coeur, Missouri by deed recorded in Book 7154, Page 37 of the St. Louis County Records to said West line of City of Creve Coeur, Missouri property; thence South 14 degrees 41 minutes 00 seconds East 154.96 feet along said East line of City of Creve Coeur, Missouri property to the point of beginning and containing 0.643 acres according to a survey by Volz, Inc. on March 28, 1997.

A tract of land being all of Lot "B" of a Resubdivision of part of Lot 1 of Lake House Farm, a subdivision according to the plat thereof recorded in Plat Book 346 Page 603 of the Recorder of Deeds Office in St. Louis County, Missouri and Surveyor's Affidavit, as, recorded in Book 12046 Page 2337 of the above said Recorder's Office; also being part of the Northeast Fractional one-quarter of Section 3, Township 45 North, Range 5 East, of the 5th Principal Meridian, St. Louis County, Missouri.

SECTION 2: Such approval of the Master Signage Plan for the Cityplace development shall be restricted to the following conditions:

1. As an alternative, signs may be permitted in a CB Core Business District in accordance with a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council following a public hearing conducted in accordance with the provisions of Section 26-113.4(c) and 26-119 of the zoning code. The comprehensive plan of signage shall show the location, size, height, and extent of all proposed signs within the district or section thereof, as well as the nature of the information to be displayed on the signs. In addition, the geographic limits of the district to be covered by the comprehensive plan of signage must be shown.
2. In addition, within a CB Core Business District, a plan for off-site directional signs which identify commercial centers within the district may be recommended by the Planning and Zoning Commission and approved by the City Council following a public hearing conducted in accordance with the provisions of Sections 26-113.4(c) and 26-119 of the zoning code. The plan for off-site signs shall show the location, size, height, and extent of all signs encompassed within the signage plan, as well as the nature of the information to be displayed on each sign. All such signs shall be located within the CB Core Business District.
3. Any application submitted pursuant to paragraph 1 or 2 above may be made by any property owner, owner of an easement, lessee, contract purchaser or their agent. Such application

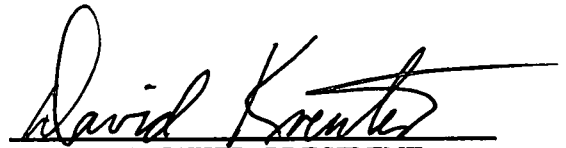
shall be accompanied by a statement setting forth the names of the record owners of the properties upon which such signs are proposed to be located and the agreement of each record owner to the placement of such signs on their property. When each application requests permission to erect a sign on property owned by someone other than the applicant, then such application shall be accompanied by a written statement signed by the record owners of such properties which indicates their endorsement of the application.

4. The above-cited signage options shall be in accordance with the standards for all planned developments as set forth in Section 26-115 of the City of Creve Coeur Code of Ordinances. All proposed signs shall be in scale and harmonious with the development and shall be so located and sized as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development and the purposes of architectural and urban design elements.
5. All signage shall receive a sign permit as directed by Section 26-101 of the Zoning Ordinance.
6. All new or altered Cityplace signage shall follow the Master Signage Plan, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign may not depart from the Master Sign Plan, unless the governing ordinance is amended by the City Council. The content or message of signage may be changed without an amendment to the Master Signage Plan.
7. No building signage shall be permitted, other than Cityplace III signs indicated within the Master Signage Plan.
8. Retail businesses, within the Cityplace Retail buildings, with street frontage may have one (1) sign affixed to the building up to a maximum of twenty-five (25) square feet in area; except that the gross sign area may increase by twelve and one-half (12 ½) square feet for each additional fifty (50) feet an individual business or use is setback from the street right-of-way on which the business fronts, up to a maximum of one hundred twenty-five (125) square feet. All signs shall be architecturally compatible in both material and design.
9. Building address signs, which are required to be prominently displayed on each building, not to exceed two (2) square feet in area. All signs shall have the same type, use the same material, and be displayed at the same height on the building.
10. A maximum of five (5) buildings, locations, or businesses shall be indicated on the campus directional signs, not including the Cityplace logo.
11. All leasing information signage for the development should be placed on the building monument signs. No additional leasing signs shall be permitted.

SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1.

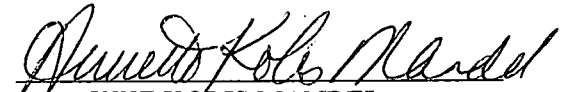
SECTION 4: This Ordinance shall be in full force and effect 15 days after adoption by the City Council and the signing thereof by the Mayor.

Adopted this 9 day of September 2002.



DAVID KREUTER, PRESIDENT
CITY COUNCIL

Approved this 9 day of September 2002.



ANNETTE KOLIS MANDEL
MAYOR

Attest:



LAVERNE COLLINS, CMC
CITY CLERK

Bill Number 2050
Ordinance Number 1989

AN ORDINANCE ADOPTING A MASTER SIGNAGE PLAN PURSUANT TO SECTION 26-104.6 OF ORDINANCE NUMBER 1903, THE ZONING ORDINANCE OF THE CITY OF CREVE COEUR, FOR THE DEVELOPMENT KNOWN AS CITYPLACE LOCATED BETWEEN NORTH NEW BALLAS ROAD AND OLIVE BOULEVARD, ALONG A PRIVATE STREET KNOWN AS CITYPLACE DRIVE, IN THE CB, CORE BUSINESS DISTRICT

WHEREAS, an application, pursuant to Section 26-104.6 of the City's Code of Ordinances, was submitted by Thomas Roof, Inc. Architekts on behalf of the Koman Group for a Master Signage Plan for a portion of the 35.4 acre development commonly known as CityPlace, and

WHEREAS, The boundaries of the Master Signage Plan will be for the section of the CityPlace development between North New Ballas Road and Olive Boulevard, along a private street known as CityPlace Drive in the CB, Core Business District, and

WHEREAS, The Planning and Zoning Commission of the City of Creve Coeur unanimously has recommended approval of said application and the plans modified and submitted dated (Received) February 8, 1999, on Tuesday, February 16, 1999, subject to modifications to item 1 and subject to items 2 through 5 of Staff's report dated February 16, 1999, and

WHEREAS, Comments suggested by Staff and amended by the Commission included the following:

1. The campus *id* sign at the northwest corner of Olive Boulevard and CityPlace Drive should be redesigned. The redesign, at a minimum, should reduce the campus *id* sign in height and width.
2. For the retail section, the applicant maintain only retail wall signage for its tenants and no monument sign be permitted.
3. Absolutely permit no wall signage on the west side of the elevation of the CityPlace Two office building.
4. Wall signage on the west elevation of CityPlace Three office building be limited to identifying the CityPlace development **only**, not an individual tenant.
5. A time frame be place on converting the signage on the Denny's site to conform to the retail section of CityPlace.

WHEREAS, Modifications to Item 1 in Staffs report include that the campus *id* sign located along Olive Boulevard be reduced in size to reflect the mock presented by the property owner on February 1, 1999, and

WHEREAS, A Public Hearing was held by the Creve Coeur City Council on Monday, March 8, 1999, at 7:30 P.M., or immediately following the close of the previous Public Hearing, on said application for a Master Signage Plan as provided by Section 26-113.4 (c) and 26-119 of Ordinance Number 1903 of the City of Creve Coeur, and

WHEREAS, at least fifteen (15) days prior to the Public Hearing a public notice indicating the time, place and purpose of said Public Hearing was published in the St. Louis Countain on February 5, 1999, and in the West County Journal on February 8, 1999, newspapers of general circulation in the City of Creve Coeur and after other written notice was given to all according to the provisions of law made and provided for such notices and hearings, and

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

WHEREAS, Pursuant to Section 26-104.6 of the City's Code of Ordinances, the City Council, being fully informed, finds that the granting of the application would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of Creve Coeur and in the public interest and in conformance with good zoning practice.

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

SECTION 1: Pursuant to the provisions of Section 26-104.6 of Ordinance 1903 of the City of Creve Coeur, a Master Signage Plan is hereby adopted for the section of the CityPlace development between North New Ballas Road and Olive Boulevard, along a private street known as CityPlace Drive in the CB, Core Business District, subject to the hereinafter stated conditions on the following described properties:

A tract of land being part of the Northeast Fractional One-Quarter of Section 3, T45N, R05E, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the North line of Olive Boulevard (Missouri State Highway 340) 90 ft wide, with the East line of property conveyed to the City of Creve Coeur by deed recorded in Book 6822 page 1365 in the St. Louis County Records; thence North 14° 36' 51" West 403.47 ft along said East line of City of Creve Coeur property and the East line of property conveyed to the City of Creve Coeur by deed recorded in Book 4268 page 160 of the St. Louis County Records to a point; thence North 74° 44' 20" East 340.00 ft to a point; thence South 41° 18' 34" East 82.37 ft to a point; thence South 15° 15' 40" East 187.75 ft to a point; thence along a curve to the right whose radius point bears South 74° 44' 20" West 16.25 ft from the last mentioned point, a distance of 24.27 ft to a point; thence South 15° 15' 40" East 96.05 ft to a point; thence along a curve to the right whose radius bears South 74° 44' 20" West 45.00 ft from the last mentioned point, a distance of 32.57 ft to said North line of Olive Boulevard (Missouri State Highway 340); thence South 74° 28' 18" West 238.94 ft along said North line of Olive Boulevard (Missouri State Highway 340) to

a point; thence South 75° 28' 18" West 115.52 ft to a point of beginning and containing 3.435 acres or 149,610 square feet.

A tract of land being part of the Northeast Fractional One-Quarter of Section 3, T45N, R05E, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the West line of property conveyed to Amoco Oil Co., by deed as recorded in Book 8006, Page 775 of the St. Louis County Records with the North line of Olive Street Road (Missouri State Highway 340); thence South 74° 44' 20" West 63.24 ft along said North line of Olive Street Road (Missouri State Highway 340) to a point; thence along a curve to the left whose radius point bears North 65° 08' 13" West 45.00 ft from the last mentioned point, a distance of 31.51 ft to a point; thence North 15° 15' 40" West 96.05 ft to a point; thence along a curve to the left whose radius point bears North 19° 40' 22" West 16.25 ft from the last mentioned point, a distance of 24.27 feet tot a point; thence North 15° 15' 40" West 187.75 feet to a point; thence North 41° 18' 34" West 82.37 ft to a point; thence South 74° 44' 20" West 340.00 ft to a point on the East line of property conveyed to the City of Creve Coeur by deed as recorded in Book 4268, page 160 of the St. Louis County Records; thence North 14° 36' 51" West 280.63 ft along said East line of City of Creve Coeur property to a point; thence South 75° 23' 09" West 145.01 feet to a point on the West line of said City of Creve Coeur property; thence North 14° 36' 51" West 424.21 ft to the Road Dedication recorded in Deed Book 8297, Page 809 of the St. Louis County Records; thence North 75° 23' 41" East 295.77 ft and along a curve to the left whose radius point bears North 14° 36' 19" West 480.74 ft from the last mentioned point, a distance of 253.07 ft along the South line of said Road Dedication to the West line of "Craigmoor Subdivision" a subdivision according to the plat thereof recorded as Daily No. 245 on July 15, 1954; thence South 29° 44' 00" East 947.11 ft to the West line of "Craigmoor Subdivision" to the Northeast corner of property conveyed to McDonalds Corporation by deed recorded in Book 7648, Page 1813 of the St. Louis County Records; thence South 74° 38' 56" West 112.03 ft along said North line of McDonalds Corporation property to the Northwest corner thereof; thence South 15° 22' 39" East 12.68 feet along the West line of said McDonalds Corporation property to the Northeast corner fo said Amoco Oil Co. property; thence South 74° 38' 56" West 112.35 ft along said North line of said Amoco Oil Co. property to the Northwest corner thereof; thence South 15° 22' 39" East 238.28 feet along said West line of Amoco Oil Co. property to the point of beginning and containing 10.837 acres.

A tract of land being part of the Northeast Fractional One-Quarter of Section 3. T5N R05E, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southeast corner of property conveyed to the City of Creve Coeur, Missouri, by deed recorded in Book 8089, Page 46 of the St. Louis County Records, said point being in the North line of "Marriott Courtyard Plaza Plat 1", a subdivision according to the plat thereof recorded as Daily No. 284 on February 25, 1968 in the St. Louis County Records; thence along the East line of said City of Creve Coeur, Missouri property and the South line of an 80.00 feet wide Road Dedication Strip conveyed to the City of Creve Coeur by deed recorded in Book 8297, Page 809 of the St. Louis County Records, the following courses and distances: North 02° 40' 50" East 4.53 ft, along a curve to the right whose radius point bears South 87° 19' 10" East 400.74 ft from the last mentioned point, a distance of 508.58 ft, and North 75° 23' 41" East 178.63 ft to a point; thence South 14° 36' 51" East 424.21 ft to the Northeast corner of property conveyed to the City of Creve Coeur by deed recorded in Book 7154, Page 37 of the St. Louis County Records, said point being also the Northwest corner or property conveyed to the City of Creve Coeur by deed recorded in Book 4268, Page 160 of the St. Louis County Records; thence along the North line of said property conveyed to the City of Creve Coeur by deed recorded in Book 7154, Page 37 of the St. Louis County Records, South 75° 23' 09" West 120.11 ft to the aforementioned North line of

"Marriott Courtyard Plaza Plat 1"; thence along said North line of "Marriott Courtyard Plaza Plat 1", North 87° 15' 30" West 463.65 ft to the point of beginning and containing 4.11 acres according to calculations by Volz, Inc. during December, 1994.

A tract of land being part of Section 3, Township 45 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northeast corner of Parcel A of Marriott Courtyard Plaza Plat One, as recorded in Plat Book 245, Page 12 of the St. Louis County Recorder's Office, said point being on the southern line of City Place Condominiums, as recorded in Plat Book 274, Page 48 of the St. Louis County Recorder's Office; thence leaving said corner and along the southern and western line of said City Place Condominiums North 75 degrees 32 minutes 31 seconds East, a distance of 264.65 feet to a point; thence South 14 degrees 26 minutes 25 seconds East, a distance of 683.71 feet to a point, said point being on the northern right-of-way line of Olive Boulevard, variable width; thence along said right-of-way line South 75 degrees 03 minutes 25 seconds West, a distance of 141.81 feet to a point, said point being the southeast corner of property now or formerly of Turken, as recorded in Book 6694, Page 666 of said Recorder's Office; thence leaving said right-of-way line and on the eastern northern line of said Turken property North 14 degrees 24 minutes 22 seconds West, a distance of 154.95 feet to a point; thence South 76 degrees 32 minutes 38 seconds West, a distance of 119.57 feet to a point, said point being on the most eastern corner of the aforementioned Parcel A of Marriott Courtyard Plaza; thence along the eastern line of said Parcel A, North 14 degrees 28 minutes 56 seconds West, a distance of 527.91 feet to the POINT OF BEGINNING.

A tract of land in the northeast Fractional One-Quarter of Section 3, Township 45 North - Range 5 East, St. Louis County, Missouri and being more particularly described as:

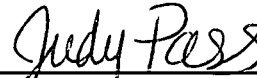
Beginning at the intersection of the North right-of-way line of Olive Boulevard with the West line of property conveyed to City of Creve Coeur, Missouri, by deed recorded in Book 5837, Page 10 of the St. Louis County Records, thence Westwardly along said North right-of-way line of Olive Boulevard, South 75 degrees 50 minutes 00 seconds West 146.22 feet and along a curve to the right whose radius point bears North 14 degrees 10 minutes 00 seconds West 1010.90 feet from the last mentioned point, a distance of 50.76 feet to the East line of property conveyed to Union Electric Company by deed recorded in Book 4109, Page 122 of the St. Louis County Records; thence North 02 degrees 16 minutes 00 seconds West 158.31 feet along said East line of Union Electric Company property to the South line of Adjusted Parcel 1 of the "Boundary Adjustment Plat of Parcel A of Marriott Courtyard Plaza Plat 1", as recorded in Plat Book 343, Page 40 of the St. Louis County Records; thence North 76 degrees 16 minutes 00 seconds East 162.92 feet along said South line of Adjusted Parcel 1 and the South line of property conveyed to City of Creve Coeur, Missouri by deed recorded in Book 7154, Page 37 of the St. Louis County Records to said West line of City of Creve Coeur, Missouri property; thence South 14 degrees 41 minutes 00 seconds East 154.96 feet along said East line of City of Creve Coeur, Missouri property to the point of beginning and containing 0.643 acres according to a survey by Volz, Inc. on March 28, 1997.

SECTION 2: The Master Signage Plan granted shall be subject to all applicable statues, ordinances, rules and regulations and the following conditions:

1. The site shall be developed and maintained in accordance with a Master Signage Plan approved by the Creve Coeur City Council on March 22, 1999, or as further revised and approved by the City Council and subject to the following conditions:
 - (a) The campus *id* sign at the northwest corner of Olive Boulevard and CityPlace Drive should be redesigned. The redesign, at a minimum, should reduce the campus *id* sign in height and width to reflect the mock presented by the property owner on February 1, 1999, and witnessed by City Staff.
 - (b) For the retail section, the applicant may maintain retail wall signage and a retail monument sign along Olive Boulevard in exchange for not placing any for lease signs.
 - (c) Absolutely permit no wall signage on the west side of the elevation of the CityPlace Two office building.
 - (d) Wall signage on the west elevation of CityPlace Three office building shall be limited to identifying the CityPlace development **only**, not an individual tenant.
 - (e) A time frame be place on converting the signage on the Denny's site to conform to the retail section of CityPlace.
2. All signs, including but not limited to, campus *id*, wall, directional and monument signs, and associated landscaping be maintained in perpetuity.
3. Any future enlargement or alterations in the use of the structures or site, or significant changes in operational conditions, 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 may require additional parking to be provided.
4. A copy of all herein attached conditions shall be furnished by the Owner or Petitioner to the Operator(s) or Manager(s) including Successive Operator(s), Owner(s) or Manager(s) who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith.
5. All conditions contained within this permit shall be posted upon the property in such a manner that it is visible tot he public and the operator of said facility.
6. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation or modification of said permit by the City Council, provided, however, no permit shall be revoked or modified without reasonable notice to the owner of the intention of the City Council to revoke or modify said permit and reasonable time granted tot he owner to correct any such breach or condition, except for repeated breaches or violations.
7. 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 conditions herein set forth and the approved development plan for the property.

SECTION 3: This Ordinance shall become effective at the expiration of fifteen (15) days after adoption by the City Council and the signing thereof by the Mayor.

Adopted by the City Council this 12 Day of April, 1999



Judy Pass
City Council President

Approved this 12 Day of April, 1999



Annette Kolis Mandel
Mayor

Attest:



LaVerne Collins, CMC
City Clerk

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, DECEMBER 4, 2017

6:30 P.M.

PUBLIC HEARING

APPLICATION 17-033

THOSE IN ATTENDANCE:

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

McLaughlin Court Reporting Services, Inc.

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

1 CHAIRMAN KISTNER: All right. Good evening,
2 everyone.

3 We're ready for the Monday, December 4th, 2017
4 meeting of the Planning and Zoning Commission meeting.

5 We'll start with our roll call.

6 Mr. Carney?

7 MR. CARNEY: Present.

8 CHAIRMAN KISTNER: Ms. Hall?

9 MS. HALL: Present.

10 CHAIRMAN KISTNER: Mr. Magruder?

11 MR. MAGRUDER: Present.

12 CHAIRMAN KISTNER: Mr. Rovak, I think, is absent
13 tonight.

14 Ms. Silverman?

15 MS. SILVERMAN: Present.

16 CHAIRMAN KISTNER: Mr. Schuh?

17 MR. SCHUH: Present.

18 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

19 MR. LUMLEY: Present.

20 CHAIRMAN KISTNER: Director of Community
21 Development, Jason Jaggi?

22 MR. JAGGI: Present.

23 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

24 MS. KELLY: Present.

25 CHAIRMAN KISTNER: And the Planning

1 Assistant/Recording Secretary, Jessica Stutte?

2 MR. JAGGI: She's present, she just stepped out
3 of the room momentarily.

4 CHAIRMAN KISTNER: Okay. Our next order of
5 business is a public hearing is Application No. 17- --

6 Oh, we need a motion to move that.

7 So we have public hearing, Application
8 No. 17-033 for an amendment to the CityPlace campus master
9 sign plan to allow a freestanding lease information sign.

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

12 CHRIS WOODS: Hi. I'm Chris Woods with Redico
13 representing RNSI CityPlace Owner. My address is Two
14 CityPlace Drive.

15 And we're -- I'm here to ask for an amendment to
16 the CityPlace campus master sign plan to allow for a
17 leasing sign on the CityPlace retail property. It's the
18 little yellow circle.

19 MS. KELLY: Right here.

20 CHRIS WOODS: Oh, yeah, right there.

21 So this here is the CityPlace monument sign at
22 the entrance of CityPlace Drive and Olive Boulevard. And
23 this is the multi-tenant monument sign.

24 And we're asking for a -- a leasing sign here.
25 We -- we currently have 12,000 square feet vacant in the

1 CityPlace retail property. Cutco and TITLE Boxing have
2 both left.

3 So that's why we have the need for a leasing
4 sign, and it would only stay up as long as we have
5 vacancy, and then we would remove the sign.

6 CHAIRMAN KISTNER: Can I ask a question?

7 In the -- in the real estate world, if you are
8 looking for space, how much would you say people are doing
9 their space searches online versus driving around looking
10 for signs?

11 CHRIS WOODS: Well, on retail property it's a
12 little -- it's used probably a little more than office
13 property. Because office property, there's software out
14 there, CoStar, and everyone uses CoStar for vacancies.

15 But in retail, it's not -- CoStar is not really
16 used.

17 So I would say the percentage is -- is still not
18 that high, but it's higher than office.

19 CHAIRMAN KISTNER: Does anybody else have --
20 this would be on the north side of Olive in between the
21 two monument signs on the north side --

22 CHRIS WOODS: Uh-huh.

23 CHAIRMAN KISTNER: -- of Olive?

24 CHRIS WOODS: Yes.

25 CHAIRMAN KISTNER: And how many other leasing

1 signs do you already have?

2 CHRIS WOODS: We don't have any leasing signs,
3 but we do have those two monument signs, and then there's
4 another monument sign in front of the USBank that just has
5 CityPlace on it. So we have a total of three, but I'm not
6 sure if that particular sign is under our control. I mean
7 all of this signage was done when there was one owner, and
8 now there's several owners at CityPlace.

9 So if we would have to remove a sign, that would
10 be the one we would consider removing, but it's on a brick
11 wall, so I mean, really, we'd just be removing the word
12 "CityPlace" on it because the wall is there, but, and I
13 think we control that.

14 CHAIRMAN KISTNER: Thank you.

15 MR. MAGRUDER: So this -- this sign goes up
16 until you've rented the space and then it comes down?

17 CHRIS WOODS: Right.

18 MR. MAGRUDER: Is it renting one space or --

19 CHRIS WOODS: Two spaces.

20 MR. MAGRUDER: Two spaces.

21 CHRIS WOODS: Uh-huh.

22 MR. MAGRUDER: This is a tough question. How
23 long do you think that might be?

24 CHRIS WOODS: We're currently marketing it and
25 have been marketing it. We're in the process of probably

1 getting some new brokers involved. You know, if I had to
2 guess, I would say at least twelve months, maybe eighteen
3 months. The owner certainly wouldn't want it to go too
4 much longer past that.

5 MR. MAGRUDER: Well, I can imagine.

6 CHAIRMAN KISTNER: Could we -- oh, do you have
7 another question? I was going to say, if we could hear
8 from staff.

9 MR. MAGRUDER: I was just wondering if it would
10 make sense to put a time limit on this rather than leaving
11 it open.

12 MR. SCHUH: How long -- how large did you say
13 the sign is?

14 CHRIS WOODS: I don't know, they're typical
15 leasing signs, and they're the V-shaped. They're all up
16 and down Olive Boulevard, but I don't have the dimension
17 of the sign.

18 MS. KELLY: I can answer that.

19 CHRIS WOODS: You probably do know.

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

22 The CityPlace master sign plan allows for a
23 variation in the number and size of all signs as long as
24 they're provided in a cohesive quality standard throughout
25 the entire campus.

1 The original proposal for all of the signs were
2 originally approved in 1999. And there have been a total
3 of seven different ordinances allowing more and more
4 signage throughout the campus.

5 With the original proposal, because they were
6 allowed more signage and larger signs, the requirement was
7 that all leasing information shall be on the -- on any
8 existing ground sign.

9 When the Fresh Market came in in 2011 -- or '12,
10 sorry -- they did not want a ground sign specific for that
11 property. However, they got the larger wall sign. As
12 part of an agreement at that time, the one real estate
13 sign that was allowed would be at that corner to provide
14 the sufficient separation between all the different signs.

15 The ownership of the Fresh Market site do not
16 like leasing signs, and, therefore, they have not allowed
17 this applicant to put up a leasing information sign on
18 that property. But it was meant to address the entire
19 CityPlace campus.

20 The ordinance would specify that any leasing
21 information sign would have to comply with the
22 multi-tenant real estate sign, which is a maximum of
23 24 square feet, 6 feet tall, and they generally require
24 150 foot separation from any other ground sign. They
25 would have proposed to have it at 100 feet from the

1 existing large multi-tenant sign.

2 As you can see on the campus, in an area that
3 would have normally received maybe two ground signs, they
4 have received one, two, three, the fourth one that was
5 originally proposed here, five, six ground signs in an
6 area that normally would have only seen two.

7 So it is up to your discretion of whether you
8 feel that this would be a step too far in the direction of
9 too much signage.

10 However, I would recommend against having them
11 limited to a sign -- to a timeframe for just for the
12 leasing sign, if you're allowing it, they can take it
13 down, but I certainly don't want to go through this
14 process of a public hearing every six months when another
15 tenant has to leave, so.

16 MR. MAGRUDER: Okay. Good point.

17 MS. KELLY: I don't know if there's any other
18 questions.

19 MR. CARNEY: I have a question. We were talking
20 about the monument signs. There was actually a law that
21 they were allowed a leasing sign. Does it not apply
22 because this is a master sign plan?

23 MS. KELLY: That is correct. Because they were
24 received on a site that would have normally received one
25 monument sign and one real estate sign, the recent sign

1 regulations does not apply to this campus because it was
2 under a master sign plan that already received more than
3 what the normal number allows.

4 So in this area they received, I guess, cause at
5 the time, ground signs were limited to 30 square feet,
6 these two were 30 square feet. This one, I believe, is
7 almost 100 square feet, so this would be their fourth
8 sign, which is why they would -- in this area, which is
9 why they need to amend the master sign plan to allow for
10 it.

11 MR. CARNEY: One other question.

12 Can they put a leasing sign over a monument
13 sign, count as --

14 MS. KELLY: Yes.

15 MR. CARNEY: -- one sign?

16 MS. KELLY: We have suggested that they could
17 provide the tenant information to provide leasing
18 information there. That has been an option, as that is
19 a -- within the prior ordinance as well.

20 MR. SCHUH: Are there any material requirements
21 for the leasing sign?

22 MS. KELLY: They are proposing that it would be
23 their standard, really, leasing sign. We have suggested
24 that maybe if it was a black and white to be more
25 consistent with the other sign that would be better to

1 provide some -- some continuity between all of the signs.

2 But we do recognize that the applicant is
3 trying, you know, the tenant spaces and the retail might
4 be the most flexible -- or vulnerable in changing, so they
5 do -- have had difficulty if the leasing sign is across
6 the street directing people. However, there is the option
7 of replacing the tenant signage with leasing information.
8 The windows are allowed 20 percent window signage that can
9 contain leasing information as well.

10 CHAIRMAN KISTNER: Thank you.

11 Just because the -- the map is a little bit hard
12 to read, it makes it look like the tenant sign is being
13 proposed like from the middle of Olive, but more south
14 than the --

15 MS. KELLY: Yeah --

16 CHAIRMAN KISTNER: -- north side.

17 MS. KELLY: It's a little hard to read what it
18 actually says, is that's just an arrow pointing to the
19 type of sign that it would be --

20 CHAIRMAN KISTNER: Okay.

21 MS. KELLY: -- and that it would be --

22 CHAIRMAN KISTNER: But it would be along that
23 same line?

24 MS. KELLY: It would be along that same line,
25 and it would be 17 feet back from the existing sidewalk

1 and 100 feet from the monument sign.

2 CHAIRMAN KISTNER: All right. Thank you.

3 Is there anyone in the audience who would like
4 to speak to this matter?

5 Discussion?

6 Oh, sorry.

7 Hearing -- unless there's any other information
8 or questions for staff or the applicant, close the public
9 hearing.

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

16 CHAIRMAN KISTNER: All right. Hearing's closed.

17 (The Public Hearing was concluded at 8:51 p.m.)
18
19
20
21
22
23
24
25

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

3
4 I, Deborah K. McLaughlin, Registered
5 Professional Reporter, Missouri Certified Court Reporter,
6 Illinois Certified Shorthand Reporter and Kansas Certified
7 Court Reporter, do hereby certify that I reported the
8 Planning and Zoning public hearing stenographically and
9 later reduced to typewriting; and that this is a true and
10 accurate transcript of the public hearing.

11
12 

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

14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15
16
17
18
19
20
21
22
23
24
25

	6	around [1] 4/9	CCR [6] 1/23 1/23 12/13 12/13 12/14 12/14	2/3
CHAIRMAN KISTNER: [22]	6 feet [1] 7/23	arrow [1] 10/18		December 4th [1] 2/3
CHRIS WOODS: [12]	63128 [1] 1/24	as [10] 4/4 4/4 6/23 6/23 7/11 8/2 9/13 9/18 9/19 10/9	certainly [2] 6/3 8/13	Development [2] 1/14 2/21
3/11 3/19 4/10 4/21 4/23 5/1 5/16 5/18 5/20 5/23 6/13 6/18	8	ask [2] 3/15 4/6	Certified [3] 12/5 12/6 12/6	did [2] 6/12 7/10
MR. CARNEY: [4]	8:51 p.m [1] 11/17	asking [1] 3/24	certify [1] 12/7	different [2] 7/3 7/14
2/6 8/18 9/10 9/14	9	Assistant [2] 1/15 3/1	Chairman [1] 1/11	difficulty [1] 10/5
MR. JAGGI: [2]	974-1199 [1] 1/24	Assistant/Recording [2] 1/15 3/1	changing [1] 10/4	dimension [1] 6/16
2/21 3/1	A	at [8] 3/21 5/8 6/2 7/12 7/13 7/25 9/4 11/17	Charter [1] 11/14	directing [1] 10/6
MR. LUMLEY: [2]	about [1] 8/20	ATTENDANCE [1] 1/10	Chris [1] 3/12	direction [1] 8/8
2/18 11/9	absent [1] 2/12	Attorney [2] 1/14 2/18	CITY [8] 1/2 1/14 1/15 2/18 2/23 6/20 11/12 11/13	Director [2] 1/14 2/20
MR. MAGRUDER: [8]	accurate [1] 12/10	audience [1] 11/3	City's [1] 11/14	discretion [1] 8/7
2/10 5/14 5/17 5/19 5/21 6/4 6/8 8/15	across [1] 10/5	B	CityPlace [13]	Discussion [1] 11/5
MR. SCHUH: [3]	actually [2] 8/20 10/18	back [1] 10/25	Clerk [1] 11/12	do [9] 5/1 5/3 5/23 6/6 6/19 7/15 10/2 10/5 12/7
2/16 6/11 9/19	address [2] 3/13 7/18	BALLAS [1] 1/3	close [1] 11/8	Documentation [1] 11/11
MS. HALL: [1]	against [1] 8/10	be [17]	closed [1] 11/16	does [3] 4/19 8/21 9/1
2/8	agreement [1] 7/12	because [7] 4/13 5/12 7/5 8/22 8/23 9/1 10/11	Code [1] 11/13	doing [1] 4/8
MS. KELLY: [13]	all [10] 2/1 5/7 6/15 6/23 7/1 7/7 7/14 10/1 11/2 11/16	been [3] 5/25 7/2 9/18	COEUR [2] 1/2 6/21	Don [1] 1/12
MS. SILVERMAN: [1] 2/14	allow [3] 3/9 3/16 9/9	behalf [1] 6/20	cohesive [1] 6/24	don't [5] 5/2 6/14 6/16 8/13 8/17
	allowed [5] 7/6 7/13 7/16 8/21 10/8	being [1] 10/12	comes [1] 5/16	done [1] 5/7
	allowing [2] 7/3 8/12	believe [1] 9/6	COMMISSION [2] 1/1 2/4	down [3] 5/16 6/16 8/13
	allows [2] 6/22 9/3	Beth [1] 1/11	Community [2] 1/14 2/20	Drive [3] 1/23 3/14 3/22
	almost [1] 9/7	better [1] 9/25	comply [1] 7/21	driving [1] 4/9
	along [2] 10/22 10/24	between [3] 4/20 7/14 10/1	Comprehensive [1] 11/14	
	already [2] 5/1 9/2	bit [1] 10/11	concluded [1] 11/17	E
	amend [1] 9/9	black [1] 9/24	consider [1] 5/10	eighteen [1] 6/2
	amendment [2] 3/8 3/15	both [1] 4/2	consistent [1] 9/25	else [1] 4/19
	another [3] 5/4 6/7 8/14	Boulevard [2] 3/22 6/16	contain [1] 10/9	entire [2] 6/25 7/18
	answer [1] 6/18	Boxing [1] 4/1	continuity [1] 10/1	entrance [1] 3/22
	any [7] 5/2 7/7 7/20 7/24 8/17 9/20 11/7	brick [1] 5/10	control [2] 5/6 5/13	estate [4] 4/7 7/12 7/22 8/25
	anybody [1] 4/19	brokers [1] 6/1	corner [1] 7/13	evening [1] 2/1
	anyone [1] 11/3	business [1] 3/5	correct [1] 8/23	every [1] 8/14
	applicant [3] 7/17 10/2 11/8	but [12] 4/15 4/18 5/3 5/5 5/10 5/12 6/16 7/18 8/13 10/2 10/13 10/22	CoStar [3] 4/14 4/14 4/15	everyone [2] 2/2 4/14
	application [4] 1/8 3/5 3/7 11/15	C	could [3] 6/6 6/7 9/16	exhibits [1] 11/10
	apply [2] 8/21 9/1	call [1] 2/5	count [1] 9/13	existing [3] 7/8 8/1 10/25
	approved [1] 7/2	came [1] 7/9	count as [1] 9/13	
	are [5] 4/7 4/8 9/20 9/22 10/8	campus [7] 3/8 3/16 6/25 7/4 7/19 8/2 9/1	COUNTY [1] 12/2	F
	area [4] 8/2 8/6 9/4 9/8	can [7] 4/6 6/5 6/18 8/2 8/12 9/12 10/8	court [4] 1/22 3/10 12/5 12/7	far [1] 8/8
		Carl [2] 1/14 2/18	CREVE [2] 1/2 6/21	feel [1] 8/8
		Carney [2] 1/11 2/6	CSR [3] 1/23 12/13 12/14	feet [9] 3/25 7/23 7/23 7/25 9/5 9/6 9/7 10/25 11/1
		cause [1] 9/4	currently [2] 3/25 5/24	file [1] 11/15
			Cutco [1] 4/1	
			D	
			Deborah [3] 1/23 12/4 12/14	
			DECEMBER [2] 1/4	

(1) CHAIRMAN KISTNER: - file

F	8/12 8/17 9/24 10/5 IL [3] 1/23 12/13 12/14 IL-CSR [3] 1/23 12/13 12/14 Illinois [1] 12/6 imagine [1] 6/5 in [22] Inc [1] 1/22 information [9] 3/9 7/7 7/17 7/21 9/17 9/18 10/7 10/9 11/7	10/24 little [5] 3/18 4/12 4/12 10/11 10/17 long [4] 4/4 5/23 6/12 6/23 longer [1] 6/4 look [1] 10/12 looking [2] 4/8 4/9 Louis [2] 1/24 12/2 Lumley [2] 1/14 2/18	motion [1] 3/6 move [1] 3/6 Mr [5] 1/11 1/12 1/13 1/14 1/14 Mr. [4] 2/6 2/10 2/12 2/16 Mr. Carney [1] 2/6 Mr. Magruder [1] 2/10 Mr. Rovak [1] 2/12 Mr. Schuh [1] 2/16 Ms [5] 1/11 1/12 1/13 1/15 1/15 Ms. [2] 2/8 2/14 Ms. Hall [1] 2/8 Ms. Silverman [1] 2/14 much [3] 4/8 6/4 8/9 multi [3] 3/23 7/22 8/1 multi-tenant [3] 3/23 7/22 8/1 Muriel [1] 1/12 My [1] 3/13	option [2] 9/18 10/6 or [5] 5/18 7/9 10/4 11/8 11/8 order [1] 3/4 ordinance [2] 7/20 9/19 ordinances [2] 7/3 11/13 original [2] 7/1 7/5 originally [2] 7/2 8/5 other [6] 4/25 7/24 8/17 9/11 9/25 11/7 our [3] 2/5 3/4 5/6 out [2] 3/2 4/13 over [1] 9/12 owner [3] 3/13 5/7 6/3 owners [1] 5/8 ownership [1] 7/15
G	into [1] 11/10 involved [1] 6/1 is [30] is that's [1] 10/18 it [28] it's [7] 3/17 4/11 4/12 4/15 4/18 5/10 10/17	M	Ms [5] 1/11 1/12 1/13 1/15 1/15 Ms. [2] 2/8 2/14 Ms. Hall [1] 2/8 Ms. Silverman [1] 2/14 much [3] 4/8 6/4 8/9 multi [3] 3/23 7/22 8/1 multi-tenant [3] 3/23 7/22 8/1 Muriel [1] 1/12 My [1] 3/13	P
Gatesbury [1] 1/23 generally [1] 7/23 getting [1] 6/1 go [2] 6/3 8/13 goes [1] 5/15 going [1] 6/7 Good [2] 2/1 8/16 got [1] 7/11 ground [6] 7/8 7/10 7/24 8/3 8/5 9/5 guess [2] 6/2 9/4	J	Magruder [2] 1/12 2/10 make [1] 6/10 makes [1] 10/12 many [1] 4/25 map [1] 10/11 Market [2] 7/9 7/15 marketing [2] 5/24 5/25 master [6] 3/8 3/16 6/22 8/22 9/2 9/9 material [1] 9/20 matter [2] 11/4 11/13 Matthew [1] 1/13 maximum [1] 7/22 maybe [3] 6/2 8/3 9/24 McLaughlin [4] 1/22 1/23 12/4 12/14 mean [2] 5/6 5/11 meant [1] 7/18 meeting [2] 2/4 2/4 middle [1] 10/13 might [2] 5/23 10/3 MISSOURI [3] 1/2 12/1 12/5 MO [4] 1/23 1/24 12/13 12/14 MO-CCR [3] 1/23 12/13 12/14 momentarily [1] 3/3 MONDAY [2] 1/4 2/3 months [3] 6/2 6/3 8/14 monument [9] 3/21 3/23 4/21 5/3 5/4 8/20 8/25 9/12 11/1 more [7] 4/12 7/3 7/3 7/6 9/2 9/24 10/13 most [1] 10/4	need [3] 3/6 4/3 9/9 new [2] 1/3 6/1 next [1] 3/4 No [2] 3/5 3/8 normal [1] 9/3 normally [3] 8/3 8/6 8/24 north [4] 1/3 4/20 4/21 10/16 not [9] 4/15 4/15 4/17 5/5 7/10 7/15 7/16 8/21 9/1 notice [1] 11/12 now [1] 5/8 number [2] 6/23 9/3	p.m [2] 1/5 11/17 part [1] 7/12 particular [1] 5/6 past [1] 6/4 people [2] 4/8 10/6 percent [1] 10/8 percentage [1] 4/17 plan [7] 3/9 3/16 6/22 8/22 9/2 9/9 11/14 Planner [2] 1/15 2/23 PLANNING [5] 1/1 1/15 2/4 2/25 12/8 point [1] 8/16 pointing [1] 10/18 possession [1] 11/12 present [9] 2/7 2/9 2/11 2/15 2/17 2/19 2/22 2/24 3/2 prior [1] 9/19 probably [3] 4/12 5/25 6/19 process [2] 5/25 8/14 Professional [1] 12/5 property [7] 3/17 4/1 4/11 4/13 4/13 7/11 7/18 proposal [2] 7/1 7/5
H	Jaggi [2] 1/14 2/21 Jason [2] 1/14 2/21 Jessica [2] 1/15 3/1 just [7] 3/2 5/4 5/11 6/9 8/11 10/11 10/18	K	need [3] 3/6 4/3 9/9 new [2] 1/3 6/1 next [1] 3/4 No [2] 3/5 3/8 normal [1] 9/3 normally [3] 8/3 8/6 8/24 north [4] 1/3 4/20 4/21 10/16 not [9] 4/15 4/15 4/17 5/5 7/10 7/15 7/16 8/21 9/1 notice [1] 11/12 now [1] 5/8 number [2] 6/23 9/3	P
had [2] 6/1 10/5 Hall [2] 1/12 2/8 hard [2] 10/11 10/17 has [3] 5/4 8/15 9/18 have [27] having [1] 8/10 hear [1] 6/7 hearing [11] 1/1 1/7 3/5 3/7 8/14 11/7 11/9 11/11 11/17 12/8 12/10 Hearing's [1] 11/16 Heather [1] 1/13 here [5] 3/15 3/19 3/21 3/24 8/5 hereby [1] 12/7 Hi [1] 3/12 high [1] 4/18 higher [1] 4/18 how [5] 4/8 4/25 5/22 6/12 6/12 However [3] 7/11 8/10 10/6 huh [2] 4/22 5/21	Kansas [1] 12/6 Kelly [3] 1/15 2/23 6/20 Kistner [1] 1/11 know [5] 6/1 6/14 6/19 8/17 10/3 KS [3] 1/23 12/13 12/14 KS-CCR [3] 1/23 12/13 12/14	L	offer [1] 11/10 office [3] 4/12 4/13 4/18 oh [4] 3/6 3/20 6/6 11/6 Olive [5] 3/22 4/20 4/23 6/16 10/13 on [15] one [11] 5/7 5/10 5/18 7/12 8/4 8/4 8/24 8/25 9/6 9/11 9/15 online [1] 4/9 only [2] 4/4 8/6 open [1] 6/11	P
I	large [2] 6/12 8/1 larger [2] 7/6 7/11 later [1] 12/9 law [1] 8/20 lease [1] 3/9 leasing [19] least [1] 6/2 leave [1] 8/15 leaving [1] 6/10 left [1] 4/2 like [4] 7/16 10/12 10/13 11/3 limit [1] 6/10 limited [2] 8/11 9/5 line [2] 10/23	L	offer [1] 11/10 office [3] 4/12 4/13 4/18 oh [4] 3/6 3/20 6/6 11/6 Olive [5] 3/22 4/20 4/23 6/16 10/13 on [15] one [11] 5/7 5/10 5/18 7/12 8/4 8/4 8/24 8/25 9/6 9/11 9/15 online [1] 4/9 only [2] 4/4 8/6 open [1] 6/11	P
I'm [3] 3/12 3/15 5/5 if [10] 4/7 5/6 5/9 6/1 6/7 6/9				

(2) five - proposal

P	12/5 12/5 12/6 12/7	software [1] 4/13	there's [5] 4/13	W
proposed [3] 7/25 8/5 10/13	Reporting [1] 1/22	some [3] 6/1 10/1 10/1	5/3 5/8 8/17 11/7	wall [3] 5/11 5/12 7/11
proposing [1] 9/22	representing [1] 3/13	sorry [2] 7/10 11/6	therefore [1] 7/16	want [3] 6/3 7/10 8/13
provide [4] 7/13 9/17 9/17 10/1	require [1] 7/23	south [1] 10/13	these [1] 9/6	was [12] 5/7 5/7 6/7 6/9 7/6 7/13
provided [1] 6/24	requirement [1] 7/6	space [4] 4/8 4/9 5/16 5/18	they [17]	7/18 8/4 8/20 9/1 9/24 11/17
public [12] 1/1 1/7 3/5 3/7 8/14 11/8 11/11 11/12 11/14 11/17 12/8 12/10	requirements [1] 9/20	spaces [3] 5/19 5/20 10/3	they're [4] 6/14 6/15 6/15 6/24	we [19]
put [3] 6/10 7/17 9/12	retail [5] 3/17 4/1 4/11 4/15 10/3	speak [1] 11/4	think [3] 2/12 5/13 5/23	we'd [1] 5/11
Q	right [6] 2/1 3/19 3/20 5/17 11/2 11/16	speakers [1] 3/10	this [22]	We'll [1] 2/5
quality [1] 6/24	RNSI [1] 3/13	specific [1] 7/10	those [2] 1/10 5/3	we're [5] 2/3 3/15 3/24 5/24 5/25
question [5] 4/6 5/22 6/7 8/19 9/11	ROAD [1] 1/3	specify [1] 7/20	three [2] 5/5 8/4	well [4] 4/11 6/5 9/19 10/9
questions [2] 8/18 11/8	roll [1] 2/5	square [5] 3/25 7/23 9/5 9/6 9/7	through [1] 8/13	were [8] 3/10 7/1 7/5 8/19 8/21 8/23 9/5 9/6
R	room [1] 3/3	SS [1] 12/1	throughout [2] 6/24 7/4	what [2] 9/3 10/17
rather [1] 6/10	Rovak [1] 2/12	St [2] 1/24 12/2	Tim [1] 1/11	when [3] 5/7 7/9 8/14
read [2] 10/12 10/17	RPR [3] 1/23 12/13 12/14	staff [2] 6/8 11/8	time [3] 6/10 7/12 9/5	whether [1] 8/7
ready [1] 2/3	S	staff's [1] 11/13	timeframe [1] 8/11	which [3] 7/22 9/8 9/8
real [4] 4/7 7/12 7/22 8/25	same [2] 10/23 10/24	standard [2] 6/24 9/23	TITLE [1] 4/1	white [1] 9/24
really [3] 4/15 5/11 9/23	say [5] 4/8 4/17 6/2 6/7 6/12	start [1] 2/5	tonight [1] 2/13	Whitney [3] 1/15 2/23 6/20
received [6] 8/3 8/4 8/24 8/24 9/2 9/4	says [1] 10/18	STATE [1] 12/1	too [3] 6/3 8/8 8/9	who [1] 11/3
recent [1] 8/25	Schuh [2] 1/13 2/16	stay [1] 4/4	total [2] 5/5 7/2	why [3] 4/3 9/8 9/9
recognize [1] 10/2	searches [1] 4/9	stenographically [1] 12/8	tough [1] 5/22	window [1] 10/8
recommend [1] 8/10	Secretary [2] 1/15 3/1	step [1] 8/8	transcript [1] 12/10	windows [1] 10/8
record [1] 11/11	see [1] 8/2	stepped [1] 3/2	true [1] 12/9	within [1] 9/19
Recording [2] 1/15 3/1	seen [1] 8/6	still [1] 4/17	trying [1] 10/3	wondering [1] 6/9
Redico [1] 3/12	sense [1] 6/10	street [1] 10/6	twelve [1] 6/2	Woods [1] 3/12
reduced [1] 12/9	separation [2] 7/14 7/24	Stutte [2] 1/15 3/1	two [9] 3/13 4/21 5/3 5/19 5/20 8/3 8/4 8/6 9/6	word [1] 5/11
reflecting [1] 11/12	Services [1] 1/22	sufficient [1] 7/14	type [1] 10/19	world [1] 4/7
regarding [1] 11/15	seven [1] 7/3	suggested [2] 9/16 9/23	typewriting [1] 12/9	would [29]
Registered [1] 12/4	shall [1] 7/7	sure [1] 5/6	typical [1] 6/14	wouldn't [1] 6/3
regulations [1] 9/1	shaped [1] 6/15	sworn [1] 3/10	U	Y
remove [2] 4/5 5/9	she [1] 3/2	T	Uh [2] 4/22 5/21	yeah [2] 3/20 10/15
removing [2] 5/10 5/11	She's [1] 3/2	take [1] 8/12	Uh-huh [2] 4/22 5/21	yellow [1] 3/18
rented [1] 5/16	Shorthand [1] 12/6	talking [1] 8/19	under [2] 5/6 9/2	Yes [2] 4/24 9/14
renting [1] 5/18	side [3] 4/20 4/21 10/16	tall [1] 7/23	unless [1] 11/7	you [14]
replacing [1] 10/7	sidewalk [1] 10/25	tenant [8] 3/23 7/22 8/1 8/15 9/17 10/3 10/7 10/12	until [1] 5/16	you're [1] 8/12
report [1] 11/13	sign [45]	than [5] 4/12 4/18 6/10 9/2 10/14	up [5] 4/4 5/15 6/15 7/17 8/7	you've [1] 5/16
reported [1] 12/7	signage [6] 5/7 7/4 7/6 8/9 10/7 10/8	Thank [3] 5/14 10/10 11/2	USBank [1] 5/4	your [1] 8/7
reporter [5] 3/11	signs [16]	that [38]	used [2] 4/12 4/16	Z
	Silverman [2] 1/13 2/14	that's [2] 4/3 10/18	uses [1] 4/14	ZONING [3] 1/1 2/4 12/8
	site [2] 7/15 8/24	their [3] 4/9 9/7 9/23	V	
	six [2] 8/5 8/14	them [1] 8/10	V-shaped [1] 6/15	
	size [1] 6/23	then [3] 4/5 5/3 5/16	vacancies [1] 4/14	
	so [13]	there [10] 3/20 4/14 5/7 5/12 7/2 8/20 9/18 9/20 10/6 11/3	vacancy [1] 4/5	
			vacant [1] 3/25	
			variation [1] 6/23	
			versus [1] 4/9	
			vulnerable [1] 10/4	



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

Meeting: 12/11/17 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5685 - an Ordinance Amending Various Sections of
the City's Zoning Ordinance Regarding Residential
Development. First Reading**

Jason Jaggi, the Director of Community Development, on behalf of the City of Creve Coeur, has submitted for a text amendment to revise various sections of the Zoning Ordinance that would affect residential development that include but are not limited to, providing clarification on allowable encroachments within a front yard setback, providing greater definition for yards as they relate to overall lot dimensions for corner lots, and establishing requirements for sports courts. Also under consideration are revisions of the site coverage allowances for permeable pavers or concrete, and measuring building height based upon existing grade versus proposed grade and establishing new requirements for fences. Planning and Zoning recommended approval on December 4, 2017.

Ordinance

Meeting of December 11, 2017

BILL NO. 5685

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY'S ZONING ORDINANCE
REGARDING RESIDENTIAL DEVELOPMENT**

WHEREAS, an application was submitted by the City Department of Community Development for text amendments regarding various sections of the City's Zoning Ordinance regarding residential development; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such changes as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Planning Ordinance and the Zoning Ordinance; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on September 18, 2017, beginning at 6:30 p.m., or immediately following the close of the previous public hearing, and continued to the December 4, 2017 Planning and Zoning Commission Meeting to allow for additional outreach and public comment; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 6-0 recommended approval of the subject amendments at its meeting on December 4, 2017; and,

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances 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,

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

Section 1. Section 405.120 Definition of Terms of the Creve Coeur Code of Ordinances is hereby amended to include the following new definitions and amended definition as follows:

BUILDING HEIGHT

The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. In the case of new construction and building additions, building height shall be measured from the existing grade prior to the commencement of any construction.

ENTRY COLUMN

BILL NO. 5685

ORDINANCE NO. _____

An architectural support with a maximum of twenty-four (24) inches in width that may include connections to a gate and is located at a point of entry, such as either side of a sidewalk, or driveway.

GATE

A movable frame or solid structure which swings, slides, or rolls to control ingress and egress through an opening in a fence, wall, or hedge or similar vegetation and is connected to a column.

GRADE

A reference plane representing the average of ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest point within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

SITE COVERAGE, RESIDENTIAL

The area of a residential lot covered by impermeable surfaces including, but not limited to, the main building, accessory buildings, patios and driveways, but not including landscaped areas, swimming pools, spas, or sidewalks or pool decks of four (4) feet or less in width around the perimeter of the pool. Areas improved with permeable concrete, asphalt or pavers shall be counted at 50% of their area in calculating site coverage for a residential lot and shall be maintained per manufacturer requirements.

Section 2. Section 405.230 ESTABLISHMENT OF SIZE, DIMENSION AND ACCESS CRITERIA, subsection (A)(1)(d), Existing Lots of Record, of the Creve Coeur Code of Ordinances is hereby amended to read as follows:

SECTION 405.230 ESTABLISHMENT OF SIZE, DIMENSION AND ACCESS CRITERIA:

405.230(A)(1)(d) *Existing lots of record.* Structures may be built on lots of record that have been made non-conforming by this Chapter to size, area or width; provided however, that such structures shall conform to setbacks and other regulations not involving area or width of lot.

A single-family residential structure may be constructed on any lot of record in the "A", "B", "C", "D" or "AR" Districts if said lot is less than the minimum area required for building lots in the district in which it is located, provided that, ~~providing the following conditions exist or are met:~~

~~(1) Availability of adjacent vacant land. No structure shall be erected on any non-conforming lot if the owner of said lot owns any adjoining vacant land then prior to development there must be a boundary adjustment or lot consolidation which minimizes nonconformities in lot sizes to the greatest extent possible. which would create a conforming lot if said vacant land were combined with the lot deficient in area.~~

~~(2) Side yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless a minimum side~~

BILL NO. 5685

ORDINANCE NO. _____

~~yard of seven and one-half (7½) feet or a minimum side yard of fifteen (15) feet where adjacent to any street is provided.~~

~~(3) Front and rear yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless front and rear yards conforming to the minimums required for the residential district in which said lot is located are provided.~~

Section 3. Section 405.250(E)(4)(b) of the A Single Family Zoning District shall be amended to read as follows:

Section 405.250. "A" Single-Family Residential District.

E. Dimensional Regulations. The following area and yard regulations apply in the "A" Single-Family Residential District.

4. Yard and setback requirements.

b. Minimum side yard for permitted uses. Fifteen (15) feet or fifteen percent (15%) of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7½) feet must be provided for any non-conforming lot.

Section 4. Section 405.260(E)(4)(c) of the B Single Family Zoning District shall be amended to read as follows:

Section 405.260. "B" Single-Family Residential District.

E. Dimensional Regulations. The following area and yard regulations apply in the "B" Single-Family Residential District.

4. Yard and setback requirements.

c. Minimum side yard for permitted uses. Fifteen (15) feet or fifteen percent (15%) of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7½) feet must be provided for any non-conforming lot. However, for subdivisions approved prior to August 10, 1983, side yard requirements for existing homes in said subdivisions shall remain the same as those shown on the subdivision plat heretofore approved by the City, provided that the square footage of the ground floor of such an existing home within the otherwise applicable minimum side yard area shall not be increased by more than ten percent of such square footage as of August 10, 1983.

Section 5. Section 405.270(E)(4)(c) of the C Single Family Zoning District shall be amended to read as follows:

Section 405.270. "C" Single-Family Residential District.

E. Dimensional Regulations. The following area and yard regulations apply in the "C" Single-Family Residential District.

4. Yard and setback requirements.

c. Minimum side yard for permitted uses. Twelve (12) feet or fifteen percent (15%) of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7½) feet must be provided for any non-conforming lot.

BILL NO. 5685

ORDINANCE NO. _____

Section 6. Section 405.460 Accessory Uses and Structures of the Creve Coeur Code of Ordinances, subsections (B)(6) and (B)(8), are hereby amended to read as follows:

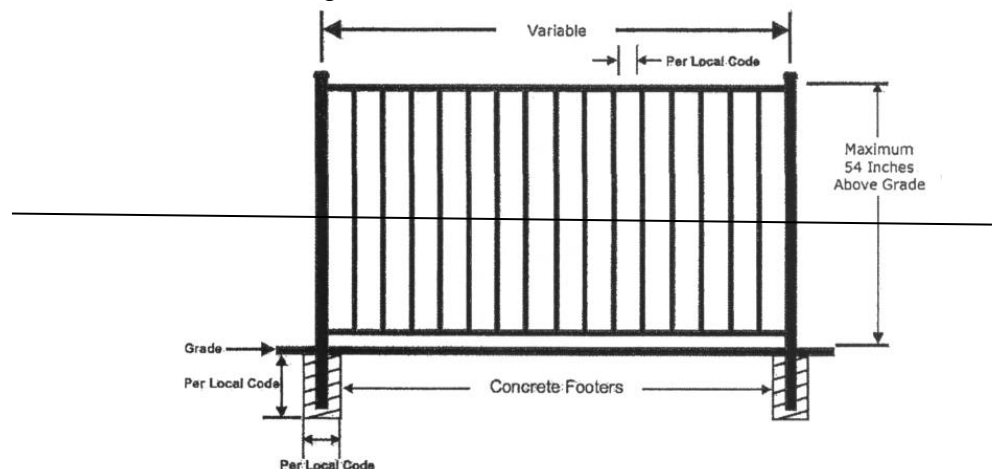
SECTION 405.460 ACCESSORY USES AND STRUCTURES.

B. Permitted Accessory Uses And Structures. A "permitted accessory use or structure" is any use or structure that complies with the definitions contained in Section 405.120 including, but not limited to, the following typical uses:

6. Recreation facilities located within the required side or rear yard including private swimming pools, bathhouses, ~~or tennis~~ tennis, basketball, racquetball, handball and other game courts, hockey/ice rinks, batting cages, and other similar facilities, provided that such facilities are set back at least fifteen (15) feet from any lot line, and any fence associated with such uses shall comply with the provisions of Section 405.640. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line

a. Swimming pools must be separated from adjacent residential property by a fence of at least four (4) and not more than six (6) feet in height. The fence around a swimming pool shall be constructed in compliance with the Creve Coeur Building Code. The Zoning Administrator shall have the authority to approve a fence surrounding a swimming pool within a setback as described in Section 405.640 under the following conditions:

- i. The fence and pool are more than fifteen (15) feet from any lot line;
- ii. The fence is a maximum of fifty four (54) inches in height; and
- iii. The fence shall meet Building Code standards regarding design and placement of fence to the pool.
- iv. The fence is of an open slat black metal style, similar to the following:



If the Zoning Administrator finds that any of the aforementioned standards is not met, the fence shall require Planning and Zoning Commission approval in accordance with Sections 405.640 and 405.1080.

BILL NO. 5685

ORDINANCE NO. _____

~~Tennis courts located in any residential district shall require separate submission and approval of a site development plan in accordance with Section 405.1080.~~

8. Statuary, arbors, trellises, barbecue stoves, doghouses, flagpoles, fences, walls, ~~hedges~~ and gazebos, provided these elements are in compliance with other regulations of this Chapter-including those relating to fences in Section 405.640.

Section 7. Section 405.630 (A) Yard Encroachments, subsections 6, 7 and 8, of the Creve Coeur Code of Ordinances are hereby amended to read as follows:

SECTION 405.630 (A.) YARD ENCROACHMENTS.

- A. Yard Encroachments. Every part of a required yard shall be open and unobstructed from the ground to the sky, except as herein provided or as otherwise permitted in this Chapter.

6. Swimming pools and related structures. Swimming pools and related structures are allowed within the required side or rear yards provided they meet with Section 405.460(6) and Section 405.640 Fences and Walls. ~~Swimming pools may be located in a required rear yard provided they are no closer than fifteen (15) feet to any rear property line or five (5) feet to any easement, whichever distance is greater. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line.~~
7. Trellises, play equipment, lights, outdoor furniture, etc. Trellises and trellis work, play equipment, wires, lights, outdoor furniture, mailboxes, ~~ornamental entry columns and gates~~ and outdoor equipment are allowed within required yards. Ornamental masonry wing walls and courtyard enclosures that are architecturally consistent and designed as an extension of the home may project up to five (5) feet into the front yard, provided they are no more than four (4) feet in height.
8. Unenclosed porches, steps and paved terraces. ~~An unroofed front porch, steps or paved terrace area~~ with or without roofing may project into the front yard for a distance not to exceed five (5) feet provided such porch or terrace is no more than fifty percent (50%) of the front elevation width of the residential structure is not more than twelve (12) feet in width.

Section 8. Section 405.640 Fences and walls of the Creve Coeur Code of Ordinances is hereby amended to read as follows:

SECTION 405.640 FENCES AND WALLS

- A. Height of Fences And Walls. No fence or wall shall exceed six (6) feet in height unless specifically approved by the Planning and Zoning Commission in consideration of a unique screening problem.
- B. Fences or Walls At Street Intersections. No fence or wall shall be located within the sight triangle (as defined in Article II) of a street intersection.
- C. Fences or Walls Within The Front Yard Section And Along Street Right-Of-Way. ~~No fence shall be located within the front yard setback or along street right-of-way. A~~ fence may project within the area equivalent to the front yard setback of the applicable zoning district, when clearly to the side or rear of the home, provided that such fence is setback at least fifteen (15) feet from the property line, no more than

BILL NO. 5685

ORDINANCE NO. _____

four (4) feet in height, and is an open slatted decorative metal fencing, similar in style for Swimming Pool enclosures as provided in Subsection D.

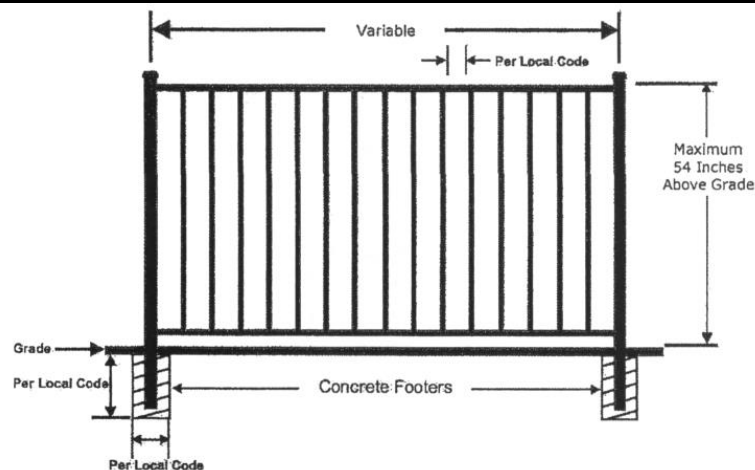
Walls, entry columns, gates and fence designs within the front yard setback or the area equivalent to the front yard setback shall be subject to site development plan approval in accordance with Section 405.1080, or approved by the Zoning Administrator in accordance with Section 405.460.

D. Fences Surrounding Swimming Pools.

- ~~1. Every private swimming pool hereafter constructed and maintained anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed in compliance with the Creve Coeur Building Code.~~
- ~~2. All gates or doors providing access to such pool shall be self-closing and self-latching with the latches designed to meet the requirements of the Creve Coeur Building Code.~~

Every private swimming pool constructed anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed and maintained in compliance with the Creve Coeur Building Code. The Zoning Administrator shall have the authority to approve a fence surrounding a swimming pool within a setback as described under the following conditions:

- a. The fence is at least and pool are more than fifteen (15) feet from any lot line;
- b. The fence is a maximum of fifty-four (54) inches in height;
- c. The fence meets Building Code standards regarding design and placement of fence to the pool.
- d. The fence is of an open slat black metal style, similar to the following:



- e. If the Zoning Administrator finds that any of the aforementioned standards is not met, the fence shall require Planning and Zoning Commission approval in accordance with Sections 405.640 and 405.1080.

E. ~~Game Tennis~~ Court Fence. Tennis, basketball, racquetball, handball, and other game courts, hockey/ice rinks, batting cages, and other similar facilities may have an open dark coated chain link, or black netted fence customary for recreational activities up to ten (10) feet in height, provided such fence is setback at least twenty (20) fifteen (15) feet from any property line abutting a single-family residence, as approved by the Planning and Zoning Commission in accordance with 405.460(B)(6). Approval of permanent lighting standards for Game Courts shall be reviewed by the Planning and Zoning Commission as a Minor Site Plan as provided in Section 405.1080

BILL NO. 5685

ORDINANCE NO. _____

F. The horizontal and vertical support posts must be inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadowbox design shall be considered to hide support posts.

G. Fence materials shall be wood or metal style fencing. The design, color and material of the fence shall be complementary or shall match the principal structure on the property. Solid sight-proof, white vinyl fences are prohibited; Vinyl fencing may be permitted provided it maintains a natural wood color and/or dark color or style. Except as otherwise provided herein, raw metal chain link fencing is prohibited for all residential development, but dark coated fencing is allowed.

Section 9. Section 405.810(A)(2) Parking surface and drainage of ARTICLE VII: OFF-STREET PARKING AND LOADING REQUIREMENTS of the Creve Coeur Code of Ordinances is hereby amended to read as follows:

ARTICLE VII: OFF-STREET PARKING AND LOADING REQUIREMENTS

405.810(A)(2) Parking surface and drainage. All ~~open~~ off-street parking areas, ~~except those accessory to one or two family dwellings, shall be constructed of concrete, asphalt or pavers improved with a compacted select rock base surfaced with an all-weather, dustless material suitably designed for the intended use to a standard approved by the City Engineer.~~ Parking and loading facilities shall be provided with adequate stormwater drainage facilities to prevent damage or inconvenience to abutting property and/or public streets and alleys. The retention of stormwater runoff shall be subject to further regulations in accordance with Chapter 425, Stormwater Control.

Section 10. Section 405.1030 Planning and Zoning Commission of the Creve Coeur Code of Ordinances, subsection (E)(1), is hereby amended to read as follows:

Section 405.1030 Planning and Zoning Commission

E. Powers And Duties. The Commission shall have the following powers and duties:

1. To prepare and approve ~~and submit to the City Council for its approval~~ a comprehensive plan for the physical development of the City or portions thereof and recommended modifications of the same from time to time as deemed in the City's best interest.

Section 11. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2017.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK



city of CREVE COEUR

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

MEMO TO PLANNING AND ZONING COMMISSION

Meeting Date: December 4, 2017

Subject: **#17-027: TEXT AMENDMENTS TO VARIOUS SECTIONS OF THE CITY'S ZONING ORDINANCE REGARDING RESIDENTIAL DEVELOPMENT**

Memo Prepared by: Whitney Kelly, AICP, City Planner

Attachment: Draft Ordinance

The Planning and Zoning Commission conducted a public hearing on a number of text amendments to various sections of the Zoning Ordinance at the meeting of September 18, 2017. These amendments are meant to address issues that have been raised during the Comprehensive Plan update process, variance requests before the Board of Adjustment, and typical discussion items of residential projects that come before the Planning and Zoning Commission, as well as simple clarification, consolidations of various sections, and corrections. Staff suggested that the Public Hearing be continued to allow for additional outreach to local home builders, engineers, and contractors that work in the City to review and provide comments, specifically related to the changes in building height based upon existing grade for new construction.

Notices of the proposed changes were sent Home Builders and Design Professionals, and to the Home Builders Association of Missouri on September 27th. Emails were also sent out to the Subdivision Trustees that the City had on file. Only one public comment has been received to date and is included in the packet materials for consideration.

Staff will prepare a PowerPoint presentation to summarize the proposed changes that have been discussed and are included in the draft ordinance, and will be available to answer any questions that the Commission may have.



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 #17-027: TEXT AMENDMENTS TO VARIOUS SECTION OF THE CITY'S ZONING ORDINANCE REGARDING RESIDENTIAL DEVELOPMENT

FOR THE MEETING OF: Monday, September 18, 2017, 6:30 P.M.

LOCATION: Residential Districts

REQUEST: Jason Jaggi, the Director of Community Development, on behalf of the City of Creve Coeur, has submitted for a text amendment to revise various sections of the Zoning Ordinance that would affect residential development that include but are not limited to, providing clarification on allowable encroachments within a front yard setback, providing greater definition for yards as they relate to overall lot dimensions for corner lots, and establishing requirements for sports courts. Also under consideration are revisions of the site coverage allowances for permeable pavers or concrete, and measuring building height based upon existing grade versus proposed grade and establishing new requirements for fences.

ADDITIONAL INFORMATION: During the July 17th work session, Staff identified several areas within the residential zoning district regulations that require review for possible changes. The issues with these current regulations were discussed during the Comprehensive Plan Update process, have been mentioned previously by the Commission, or have been matters that have been discussed by the Board of Adjustment relative to variance applications. Also included are some minor technical clean-up items.

APPLICANT: Jason W. Jaggi, AICP
 Director of Community
 Development
 City of Creve Coeur
 300 N. New Ballas Road
 Creve Coeur, MO 63141

REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: September 15, 2017
ATTACHMENTS: Work Agenda Item Memo from July 14, 2017
 Building height zoning definitions from nearby cities
 Fence Regulation handout from the City of St. Charles

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the purposes of the Comprehensive Plan?

Creve Coeur 2030 References

- Residential Development & Preservation

Zoning Code References

- Section 405.120 Definition Of Terms
- Section 405.230 Establishment Of Size, Dimension And Access Criteria
- Section 405.460 Accessory Uses And Structures.
- Section 405.630 Yard Encroachments
- Section 405.640 Fences
- Section 405.690 Utilities
- Section 405.810(A)(2) Parking surface and drainage

Building Height

As discussed during the *Creve Coeur 2030* Comprehensive Plan process and in the Staff Memo dated July 14th, current regulations define building height as measured from the proposed finished grade. This has allowed the re-grading of the property to increase the height along the front elevation, and in some cases has created runoff issues on adjacent properties. The artificial raising of houses on existing lots combined with the ability to measure building height based on the finished grade has contributed to the compatibility concerns with the appearance of new homes within established neighborhoods. Strategy 2.6 under the Residential Development & Preservation Objectives and Strategies recommends the review of the Zoning Code and land development regulations to ensure new infill residential construction takes into account existing conditions such as topography and stormwater flow, with the measurement of building height, grading, and stormwater mitigation to minimize the impacts of new construction. These items are repeated in the Implementation Plan as Early Action Items for the City to address.

With these considerations in mind, Staff recommends that the following definition for building height be revised and a definition for grade be included, as follows, within Section 405.120 Definition of Terms:

BUILDING HEIGHT

The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. In the case of new construction and building additions, building height shall be measured from the existing grade prior to the commencement of any construction.

Prior definition to be deleted

~~The vertical distance measured from the curb grade or its equivalent established grade at a point midway between the two (2) side lot lines to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof and to the mean height level between eaves and ridge of a gable, hip or gambrel roof; provided that where buildings are set back from street line, the height of the building may be measured from the average elevation of the finished lot grade at the front of the building (the building face which contains the principal entrance).~~

GRADE

A reference plane representing the average of ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest point within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

With these new definitions, a surveyor would be required to establish the average existing grade prior to any construction and set the building height based upon this grade level. This approach would be consistent with other cities in the area, including Clayton, Olivette, Frontenac, and Ladue which use existing grade to, regulate Building Height based upon the preconstruction grade. The following are illustrations showing how grade is determined on an existing developed lot:

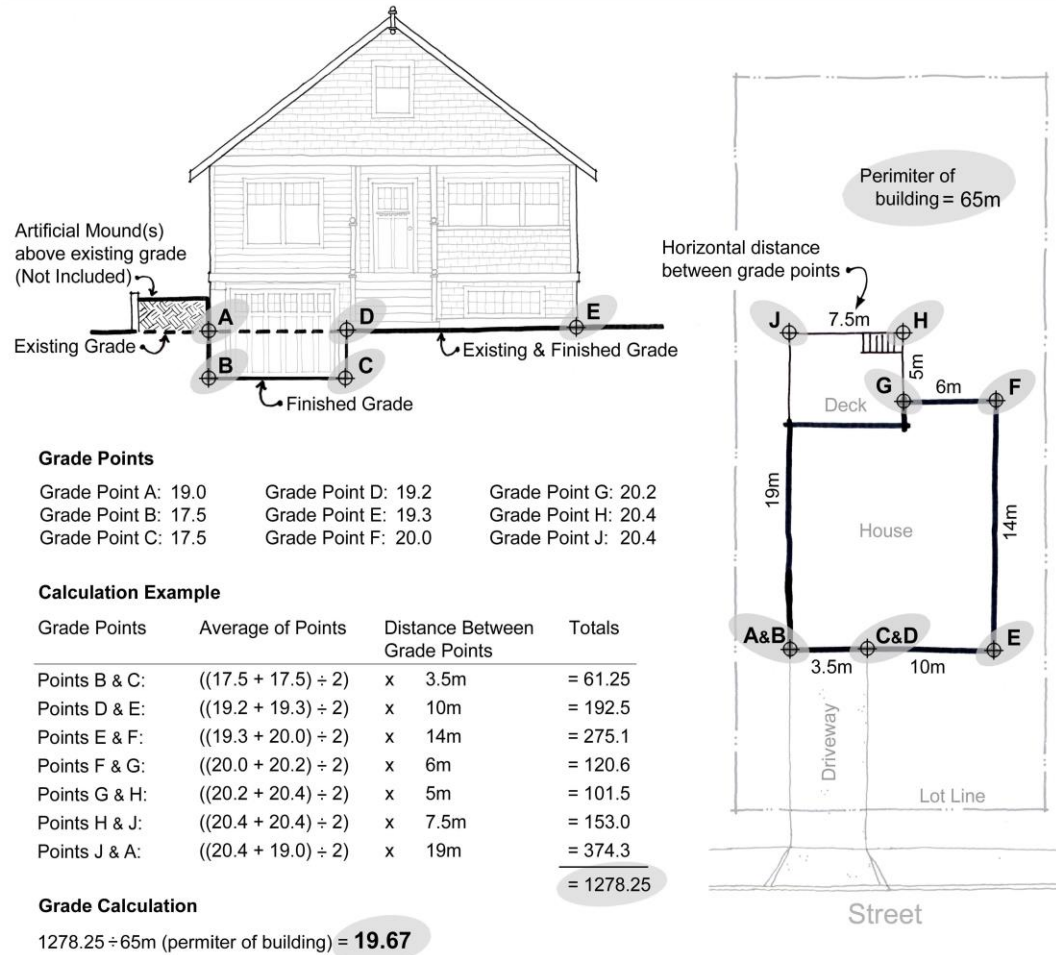


Figure 1: Illustration from Victoria Canada of how grade is calculated based on the definition

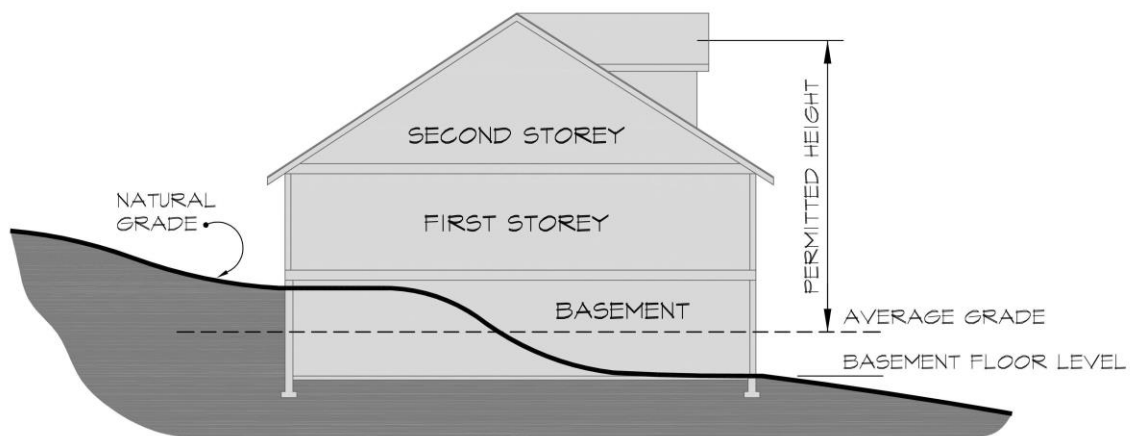


Figure 2: Location of grade and resulting permitted building height when the natural grade of the lot is not altered through construction.

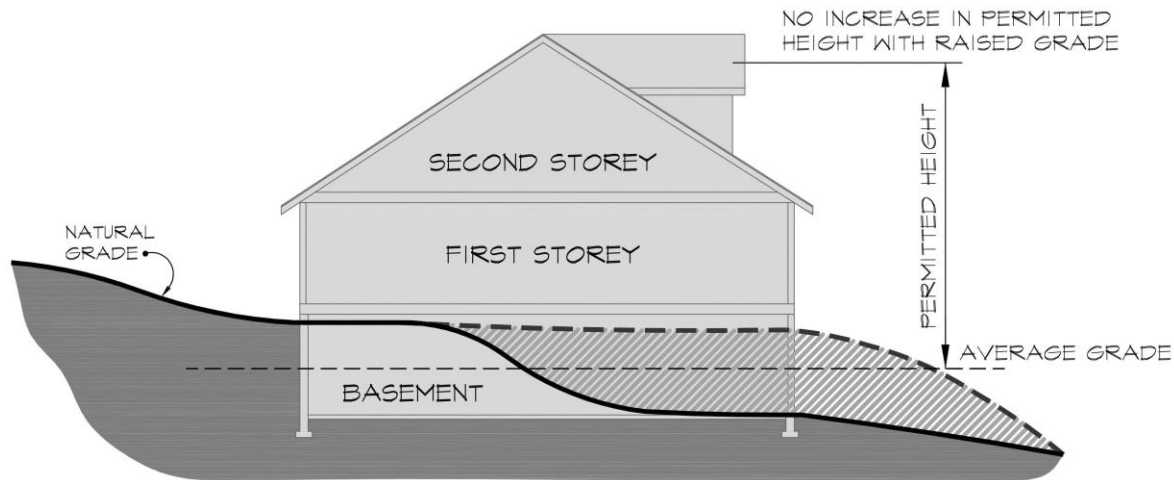


Figure 3: Location of grade and resulting permitted building height when the finished grade of the lot is raised above natural grade. Berming under this new definition would not result in an increased building height.

Use of Permeable Pavers for Site Coverage Calculation Purposes

As discussed during the Comprehensive Plan process and in the Staff memo for July 14th, permeable pavers are a method that homeowners can use to exceed the site coverage limitations of the residential zoning districts. While permeable surfaces have environmental benefits and should not be discouraged, they must be designed and installed correctly, and require specific long term maintenance to function properly. In terms of site coverage, the appearance is much the same as any other hard surface. The *Creve Coeur 2030* plan specifically included the Strategy 2.7: Establish a limit for the amount of pervious pavement that does not count toward site coverage allowance for residentially-zoned properties under the Residential Development & Preservation Objectives and Strategies.

Therefore, Staff would like to revise the definition of residential site coverage to allow for only 50% of permeable concrete, asphalt or pavers to be counted toward greenspace, and the other 50% would be included as part of site coverage. This revision would balance the benefits of such site features while placing reasonable limitations for site coverage calculation purposes.

SITE COVERAGE, RESIDENTIAL

The area of a residential lot covered by impermeable surfaces including, but not limited to, the main building, accessory buildings, patios and driveways, but not including landscaped areas, swimming pools, spas, or sidewalks or pool decks of four (4) feet or less in width around the perimeter of the pool. Areas improved with permeable concrete, asphalt or pavers shall be counted at 50% of their area in calculating site coverage for a residential lot and shall be maintained per manufacturer requirements.

Technical Clarification of Non-Conforming Lots

Section 405.230 below requires that on existing non-conforming lots, any structure must comply with the minimum district standards, but nonetheless appears to provide for some non-conformity through variance of a side yard setback on vacant land, or if there is adjoining vacant land. Section 405.040 states that all structures and uses, including changes, must meet the code except as provided in 405.610 Non-Conformities which then expressly prohibits extension, expansion, enlargement, or increased intensity within a setback of an existing structure. The provision in 405.610 regarding non-conformities "within setbacks" allows an existing structure to remain but prohibits any new construction projecting into the prescribed setback as well as alterations to portions within the setback or new buildings to replace non-conforming buildings. Therefore, Staff would like to modify Section 405.230 as provided below, so that all non-conformities area dealt with under Section 405.610 Non-conformities.

SECTION 405.230 ESTABLISHMENT OF SIZE, DIMENSION AND ACCESS CRITERIA:

405.230(A)(1)(d) *Existing lots of record.* Structures may be built on lots of record that have been made non-conforming by this Chapter to size, area or width; provided however, that such structures shall conform to setbacks and other regulations not involving area or width of lot.

A single-family residential structure may be constructed on any lot of record in the "A", "B", "C", "D" or "AR" Districts if said lot is less than the minimum area required for building lots in the district in which it is located, ~~provided that, providing the following conditions exist or are met:~~

~~(1) Availability of adjacent vacant land. No structure shall be erected on any non-conforming lot if the owner of said lot owns any adjoining vacant land then prior to development there must be a boundary adjustment or lot consolidation which minimizes nonconformities in lot sizes to the greatest extent possible. which would create a conforming lot if said vacant land were combined with the lot deficient in area.~~

~~(2) Side yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless a minimum side yard of seven and one-half (7½) feet or a minimum side yard of fifteen (15) feet where adjacent to any street is provided.~~

~~(3) Front and rear yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless front and rear yards conforming to the minimums required for the residential district in which said lot is located are provided.~~

Clarification of Sports Courts, and Consolidating of Swimming Pools and Fence Regulations

Staff would like to provide greater clarification regarding recreation facilities and sports courts, and consolidate the regulations of Swimming Pools and the fences for them within one general section. Therefore the Subsection for the swimming pool fences below is being consolidated with Section 405.640 Fences and Walls.

SECTION 405.460 ACCESSORY USES AND STRUCTURES.

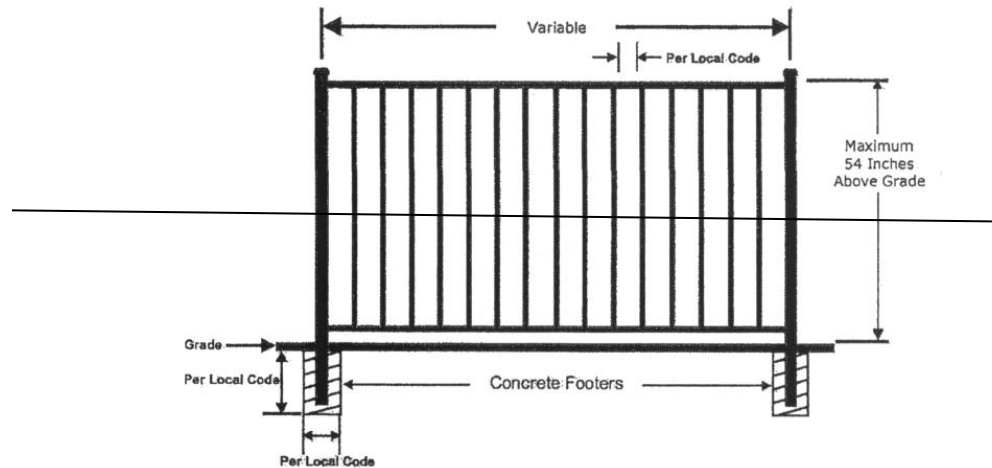
B. Permitted Accessory Uses And Structures. A "permitted accessory use or structure" is any use or structure that complies with the definitions contained in Section 405.120 including, but not limited to, the following typical uses:

6. recreation facilities including private swimming pools, bathhouses, ~~or tennis tennis,~~ basketball, racquetball, handball and other game courts, hockey/ice rinks, batting cages, and other similar facilities, provided that such facilities are set back at least fifteen (15) feet from any lot line, and any fence associated with such uses shall comply with the provisions of Section 405.640. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line

a. Swimming pools must be separated from adjacent residential property by a fence of at least four (4) and not more than six (6) feet in height. The fence around a swimming pool shall be constructed in compliance with the Creve Coeur Building Code. The Zoning Administrator shall have the authority to approve a fence surrounding a swimming pool within a setback as described in Section 405.640 under the following conditions:

- i. The fence and pool are more than fifteen (15) feet from any lot line;
- ii. The fence is a maximum of fifty four (54) inches in height; and
- iii. The fence shall meet Building Code standards regarding design and placement of fence to the pool.

- iv. ~~The fence is of an open slat black metal style, similar to the following:~~



~~If the Zoning Administrator finds that any of the aforementioned standards is not met, the fence shall require Planning and Zoning Commission approval in accordance with Sections 405.640 and 405.1080.~~

~~Tennis courts located in any residential district shall require separate submission and approval of a site development plan in accordance with Section 405.1080~~

As the City does not review landscaping on residential lots, Staff is seeking to remove hedge as a form of accessory structure that would have to comply with the fences and wall regulations.

SECTION 405.460 ACCESSORY USES AND STRUCTURES.

B. Permitted Accessory Uses And Structures. A "permitted accessory use or structure" is any use or structure that complies with the definitions contained in Section 405.120 including, but not limited to, the following typical uses:

8. Statuary, arbors, trellises, barbecue stoves, doghouses, flagpoles, fences, walls, hedges and gazebos, provided these elements are in compliance with other regulations of this Chapter-including those relating to fences in Section 405.640.

Yard Encroachment

Decorative Wing Walls, Ornamental Entry Columns and Gates:

As previously discussed during the work session, in the recent discussions of the proposed entry wing walls at Lakeshore Drive and the allowance of courtyard fences and walls as an extension of the home, Staff would like greater clarification and to allow for such decorative elements when designed and connected as part of the home. Section 405.630 Yard Encroachments states that every part of a required yard shall be open and unobstructed from the ground to the sky, except as herein provided or as otherwise permitted in the Chapter and where the Comprehensive Plan discusses maintaining views and open spaces. The placement of entry columns and gates, in the front setback as a free standing element would seem inconsistent with the Design Guidelines when not reviewed along with any fence or wall at the Planning and Zoning Commission. Therefore, Staff recommends that the ornamental entry columns and gates be removed from the permitted yard encroachments and require review in the same category of a fence or wall in a front yard setback, or provide a definition with a limited height.

During the work session, the Commission had asked for photos of some such columns and gates: for consideration, below is the example of a gate and fence that were permitted when the request for a fence was denied. The property owner created a hedge next to the gate that provided for the same purpose that was originally requested. If the fence was not allowed, it would seem odd that a gate and column within the front yard setback is permitted without additional review by the Planning and Zoning Commission.



Figure 4: Home at 12068 Ladue Road, columns and gate were permitted, but a fence was not, so the property owner planted a hedge.

The home below placed ornamental columns at the driveway and at the corner of the property, which can be ten to fifteen feet from the road. Such columns appear odd and out of character with the surrounding homes and lack connectivity to the structure.



Figure 5: Home on South Spode, where the columns were placed at the corner of the property and at the driveway that sit back from the road approximately 10 feet.

Staff recommends that specific definitions be included limiting the overall height and width of such elements, as follows below:

SECTION 405.120 DEFINITION OF TERMS

ENTRY COLUMNS

An architectural support with a maximum of twenty-four (24) inches in width that connects to a gate and is located at a point of entry, such as either side of a sidewalk, or driveway.

GATE

A movable frame or solid structure which swings, slides, or rolls to control ingress and egress through an opening in a fence, wall, or hedge or similar vegetation and is connected to a column.

Front Porches:

Currently, structural overhangs may project into any setback by five feet, and unroofed front porches may also project up to five feet into the front yard setback, provided they are not more than 12 feet in width. However, as the style of homes has changed, and where people wish to provide for the protection from the elements, and create a welcoming entry, variances for front porches on existing homes are granted, as it is not adding living additional space within a setback, and there is very little concern from residents generated at the Board of Adjustment for such requests. Comments from some builders have indicated that 12 feet is too narrow and doesn't create a sufficient welcoming entrance width. Therefore, Staff has revised subsection 8 below to allow for a roofed front porch to encroach five feet into the front yard, and up to 50% of the width of the home.

SECTION 405.630 (A.) YARD ENCROACHMENTS.

A. Yard Encroachments. Every part of a required yard shall be open and unobstructed from the ground to the sky, except as herein provided or as otherwise permitted in this Chapter.

6. Swimming pools and related structures provided they meet with Section 405.460(6) and Section 405.640 Fences and Walls. ~~Swimming pools may be located in a required rear yard provided they are no closer than fifteen (15) feet to any rear property line or five (5) feet to any easement, whichever distance is greater. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line.~~
7. Trellises, play equipment, lights, outdoor furniture, etc. Trellises and trellis work, play equipment, wires, lights, outdoor furniture, mailboxes, ~~ornamental entry columns and gates~~ and outdoor equipment are allowed within required yards. Ornamental masonry wing walls and courtyard enclosures that are architecturally consistent and designed as an extension of the home may project up to five (5) feet into the front yard, provided they are no more than four (4) feet in height.
8. Unenclosed porches, steps and paved terraces. ~~An unroofed front porch, steps or paved terrace area~~ with or without roofing may project into the front yard for a distance not to exceed five (5) feet provided such porch or terrace s no more than fifty percent (50%) of the front elevation width of the residential structure ~~is not more than twelve (12) feet in width.~~

Definition of Yards

As discussed in the prior memo, Staff currently reviews the existing established development patterns of corner lots, to determine the rear-yard and side-yard regulations. In some cases the narrower area may be considered the rear yard due to the orientation of the home, as shown in the aerial view of 6 Ladue Meadows, where on another lot the narrower area is considered the side yard, such as 210 N. Mosley. Below are aerial views of similarly situated properties.



Figure 6: 6 Ladue Meadows where the established pattern of development has the rear yard on the south side of the property, and the side yards to the left.



Figure 7: 210 N. Mason Road the original development established the side yard setback along the south property line. The existing home was then torn down and the new home was reoriented to the north.



Figure 8: At the corner of Conway Road and Conway Lake, currently the property on the left would have a side yard to the adjacent property, while the property at 394 Conway Lake would be viewed as a rear yard to the property to north.



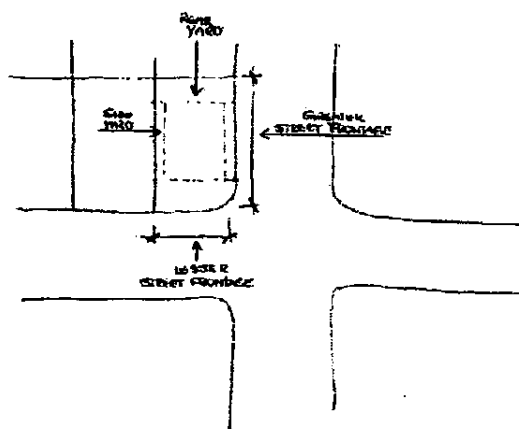
Figure 9: 12331 Conway Road is an example of where the pre-established pattern of development would have the rear yard to the north.



Figure 10: When the lot was created for 222 N. Mason, the only access point from Mason Road was at the southwest corner, and therefore the side yard was established along the south property line, however the home was designed with the entrance to the north.

Staff would like to provide clarity on defining such yards based upon dimensions of the lot, rather than upon a case-by-case basis of the surrounding development and orientation of the home. The cities of Clayton, Ladue, and Olivette have similar approaches to defining yard areas on corner lots. On a corner lot with two front yards, the property line to the longer front yard with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage would be considered the rear yard.

405.630(B) Front Yard, Side Yard and Rear Yard Of Corner Lot. Any corner lot shall have front yard equivalent setbacks along all street frontage along both streets, and rear yard and side yard at least equal in width to the minimum front yard setback of any adjoining lot fronting on a common street. In any event, the minimum side yard setback of a corner lot shall be no less than fifteen (15). The property line opposite to the front yard line with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard.



Fences

As discussed above and during the July 14th Work Session, Staff recommends consolidating the regulations regarding fences around game courts and swimming pools into one section, as well as providing greater design requirements for all fences. As an example, the City of St. Charles prohibits the use of chain link in a front yard in all residential districts, and require the horizontal and vertical support posts to face the inside of the yard, with the design oriented to the outside. The City's Design Guidelines also recommend the use of natural "green" materials, and discourages the use of synthetic, and highly reflective materials, and chain link fencing. Additional specific recommendations on fences and walls include:

Design Review Guidelines: F. Screening (Fences and Walls)

1. All new sound walls, masonry walls or fences are to be designed to minimize visual monotony through changes in plane, height, material, texture or significant landscape massing.
2. The design of fencing, sound walls, trash enclosures, and similar site elements is to be compatible with the architecture of the main buildings and should use similar materials.
3. All fencing should be designed as an integrated part of the site, rather than as a separate fence, such as a planter wall or continuation of an architectural wall feature.
4. Chain link fencing is discouraged. Chain link fencing with wood or any type of inserts or lining is not considered suitable.
5. In highly visible public areas where fencing is needed, decorative fencing is encouraged.
(p.18-19)

The *Creve Coeur 2030 Plan* under the Residential Development and Preservation Goal states that Creve Coeur will preserve and evolve its high-quality residential development and stable property values while enhancing the diversity of housing types and improving the walkability and accessibility of neighborhoods. Chain link fencing is often seen as a downgrade in the overall development standards. Therefore, Staff is recommending that City consider prohibiting new chain link fencing in residential districts along with limiting the use of solid vinyl fencing to a dark or natural color if necessary to meet with the recommendations. Staff is aware of some areas where chain link fencing is already in place. Repair and replacement of these fences would be reviewed under the Non-conformities Section, and therefore could continue. However, any new fencing will need to comply with the current regulations, should the Planning and Zoning Commission and City Council approve the proposed changes.

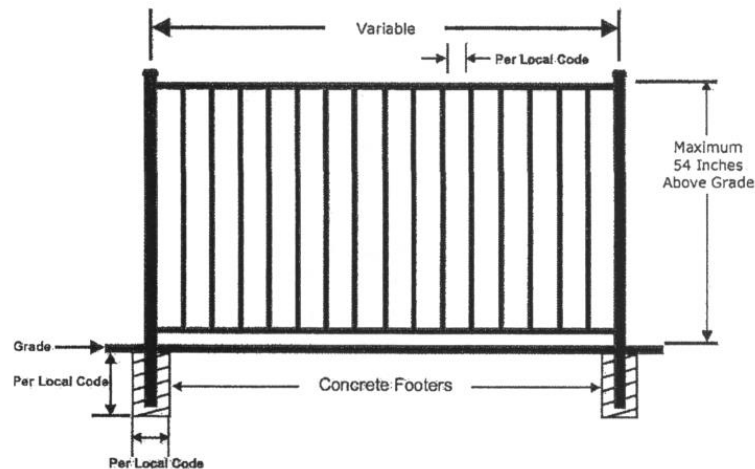
SECTION 405.640 FENCES AND WALLS

- A. Height Of Fences And Walls. No fence or wall shall exceed six (6) feet in height unless specifically approved by the Planning and Zoning Commission in consideration of a unique screening problem.
- B. Fences Or Walls At Street Intersections. No fence or wall shall be located within the sight triangle (as defined in Article II) of a street intersection.
- C. Fences or Walls Within The Front Yard Section And Along Street Right-Of-Way. ~~No fence shall be located within the front yard setback or along street right-of-way.~~ A fence may project within the area equivalent to the front yard setback of the applicable zoning district, when clearly to the side or rear of the home, provided that such fence is setback at least fifteen (15) feet from the property line, no more than four (4) feet in height, and is an open slatted decorative metal fencing, similar in style for Swimming Pool enclosures as provided in Subsection D. All other walls, entry columns, gates and fence designs shall be subject to ~~unless specifically~~ site development plan approval in accordance with Section 405.1080, ~~or approved by the Zoning Administrator in accordance with Section 405.460.~~
- D. Fences Surrounding Swimming Pools.
 1. ~~Every private swimming pool hereafter constructed and maintained anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed in compliance with the Creve Coeur Building Code.~~

2. All gates or doors providing access to such pool shall be self-closing and self-latching with the latches designed to meet the requirements of the Creve Coeur Building Code.

Every private swimming pool constructed anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed and maintained in compliance with the Creve Coeur Building Code. The Zoning Administrator shall have the authority to approve a fence surrounding a swimming pool within a setback as described under the following conditions:

- a. The fence is and pool are more than fifteen (15) feet from any lot line;
- b. The fence is a maximum of fifty-four (54) inches in height;
- c. The fence shall meet Building Code standards regarding design and placement of fence to the pool.
- d. The fence is of an open slat black metal style, similar to the following:



- e. If the Zoning Administrator finds that any of the aforementioned standards is not met, the fence shall require Planning and Zoning Commission approval in accordance with Sections 405.640 and 405.1080.

- E. Game-Tennis-Court Fence. Tennis-Tennis, basketball, racquetball, handball, and other game courts, hockey/ice rinks, batting cages, and other similar facilities may have an open dark coated chain link, or black netted fence customary for recreational activities up to ten (10) feet in height, provided such fence is setback at least twenty (20)- fifteen (15) feet from any property line abutting a single-family residence, as approved by the Planning and Zoning Commission in accordance with 405.460(B)(6). Approval of permanent lighting standards for Game Courts shall be reviewed by the Planning and Zoning Commission as a Minor Site Plan as provided in Section 405.1080
- F. The horizontal and vertical support posts must be inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadowbox design shall be considered to hide support posts.
- G. Fence materials shall be wood or metal style fencing. The design, color and material of the fence shall be complementary or shall match the principal structure on the property. Solid sight-proof, white vinyl fences are prohibited, Vinyl fencing maybe permitted provided it maintains a natural and/or dark color or style. Except as otherwise provided herein, chain link fencing is prohibited for all residential development.

Residential Parking:

Under the definition of terms, OFF-STREET PARKING is defined as a permanently surfaced parking area, enclosed or unenclosed, connected by a permanently surfaced driveway to a street or alley to permit ingress or egress. Section 405.660(B) Parking or Storage of Vehicles states that a vehicles may only be parked or stored on an improved surface. However, Section 405.810 exempts single family residences from the requirements of appropriate materials, which has allowed for some to interpret that loose gravel driveway for Single Family Residences would be allowed. Currently, Staff has interpreted the definition of a permanently surfaced driveway or area more strictly and Section 405.660 provides that vehicles may only be parked on an improved area, for which loose gravel does not apply. Therefore, Staff would like to simplify and clarify Section 405.810(A)(2) that all parking areas are to be constructed of concrete, asphalt, or pavers, as shown below:

ARTICLE VII: OFF-STREET PARKING AND LOADING REQUIREMENTS

405.810(A)(2) Parking surface and drainage. All ~~open~~ off-street parking areas, ~~except those accessory to one or two family dwellings, shall be constructed of concrete, asphalt or pavers improved with a compacted select rock base surfaced with an all-weather, dustless material suitably designed for the intended use to a standard approved by the City Engineer.~~ Parking and loading facilities shall be provided with adequate stormwater drainage facilities to prevent damage or inconvenience to abutting property and/or public streets and alleys. The retention of stormwater runoff shall be subject to further regulations in accordance with Chapter 425, Stormwater Control.

Correction item:

Staff has identified an item for correction, with respect to the City's procedure regarding review and adoption authority of the Comprehensive Plan. Pursuant to State Statue the authority of the development and adoption of the Comprehensive Plan rests with the Planning Commission. Section 405.1030 mistakenly left the language regarding City Council action which should have been revised during the 2008 recodification. This revision will simply confirm the City's process, as the recent *Creve Coeur 2030 Plan* did not proceed to Council, and accordingly comply with State Law.

Section 405.1030 Planning and Zoning Commission

E. Powers And Duties. The Commission shall have the following powers and duties:

1. To prepare ~~and submit to the City Council for its approval~~ a comprehensive plan for the physical development of the City or portions thereof and recommended modifications of the same from time to time as deemed in the City's best interest.

CONCLUSION

Staff is proposing several text amendments to various section of the Zoning Ordinance to address issues that have been raised during the Comprehensive Plan process, variance requests before the Board of Adjustment, and typical discussion items of residential projects that come before the Planning and Zoning Commission, as well as simple clarification, consolidations of various Sections, and corrections. The key items that the Commission should provide input include:

- The revised language of building height
- The elimination or defined allowance of permitted columns and gates in the front yard setback
- And the design requirements for fences.

Following comments and direction, Staff would recommend that the Public Hearing be continued to allow Staff to provide additional outreach to local home builders, engineers, and contractors that work in the City to review and provide comments.

MOTION

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

“I move to continue the public hearing on the proposed text amendments to various section of the Zoning Ordinance as discussed with Application #17-027 to the October 16th meeting date for additional outreach and comment.”

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

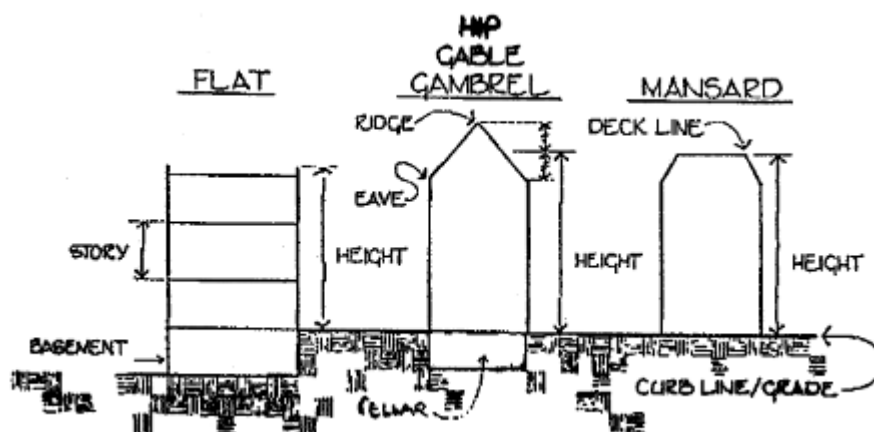
Clayton Definitions

GRADE:

A reference plane representing the average of ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest points within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

BUILDING HEIGHT OF

The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. In the case of new construction and building additions, building height shall be measured from existing grade prior to the commencement of any construction.



Frontenac, MO

BUILDING HEIGHT OF

The vertical distance measured from the existing grade of the lot prior to grading or demolition to the ridge for gable and hip roofs and to the highest point of architectural features for other roof styles, excluding chimneys, and for commercial structures, excluding walls necessary to screen mechanical equipment. Existing grade may not be altered, unless approved by the Building Commissioner and Architectural Review Board for the purpose of sanitary sewer, stormwater improvement or other significant hardship (but not for the purpose of creating a walk-out basement).

GRADE

The average level of the finished ground level adjoining the building at all exterior walls. Where finished ground level slopes away from the exterior walls, the referenced grade shall be established by the lowest points within the area between the building and the lot line or where the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

Olivette, MO

BUILDING, RESIDENTIAL, HEIGHT OF

The vertical distance measured from the average elevation of the lot grades for the pre-existing residential lot use at each corner of each building facade along a street side of a

lot to the highest portion of the roof. On corner lots, the height of residential building shall be measured along each street side.

YARD, FRONT

A yard extending across the full width of a lot and being the minimum horizontal distance between a front lot line and the established front yard setback. On a corner lot, each yard lying between an established front yard setback and the intersecting streets shall be deemed a front yard. On a double frontage lot, a yard bounded by the street providing the principal access to the lot shall be deemed a front yard.

[Ord. No. 2574 § 2, 3-8-2016]

YARD, REAR

A yard extending across the full width of a lot and being the minimum horizontal distance between the rear lot line and the established rear yard setback. On an interior lot, a yard lying at the opposite end of the lot from a front yard shall be deemed a rear yard. **On a corner lot, a yard lying at the opposite end of a lot from the street upon which the lot has its least dimension shall be deemed a rear yard.** For accessory structures under Article XVI, the area of the rear yard in residentially zoned districts is used to determine the maximum permitted site coverage.

[Ord. No. 2574 § 2, 3-8-2016]

YARD, SIDE

On an interior lot, a yard between the side lot line and the established side yard setback, extending between the front yard setback to the rear yard setback or, absent either front yard setback or rear yard setback, to the front lot line or the rear lot line, as applicable. **For the purpose of establishing the required minimum side yard, on a corner lot, the side yard shall be considered as lying at the opposite end of the lot from the street upon which the lot has its greatest dimension.**

SECTION V. HEIGHT, AREA AND YARD REGULATIONS**A. Maximum Height Limits**

Maximum number of stories and height limits for buildings and structures are as follows:

- (1) Two and one-half stories. A maximum height allowance of 45' is possible, but the ultimate determination of height will be based on other project elements as defined in the City of Ladue, Missouri Architectural Design Guidelines, except in District E-1 which shall be limited to a height not to exceed 28 feet. [Ord. 1637, Ord. 1895, Ord. 1939].
- (2) Certain architectural features on buildings, to wit parapet walls of not more than three feet in height, chimneys, ornamental architectural towers not used for occupancy, cupolas, domes, spires, and similar architectural features may be erected to reasonable heights exceeding the existing limitations on height of buildings specified in this Zoning Ordinance, as may be determined by the Architectural Board, but in no event shall any such features be permitted to exceed 45 feet in height or 10 feet above the roof or ridge line of the roof of a residential building, whichever height is lower. [Ord. 1637]
- (3) The level of a building pad of a lot shall not be raised above the existing level of such lot by adding fill thereto for the purpose of artificially elevating the building to be erected thereon. [Ord. 1649]
- (4) With respect to schools and churches allowed by Special Use Permits under Section VII of this Ordinance, the height limitations shall be two and one half stories and a total height not to exceed forty (40) feet, provided however that subject to the guidelines set out in Section VII the forty (40) foot height limitations may be increased by one (1) foot for each fifty (50) feet a church or school building is located away from all of its required set back lines, but the total of any allowed increase shall not exceed four (4) feet. [Ord. 1680]
- (5) Communication towers, communication antennae, and stealth communication towers as each is defined in Section XIV., may exceed the height limitation specified in paragraph A. (1) of this Section based on the criteria contained in Section VII, Subsection E.
- (6) The level of a front yard shall not be raised above the existing grade of such lot by adding fill thereto to elevate a fence, wall or the base of a berm to erected thereon. [Ord. 1752]
- (7) For purposes of measuring building height and maximum number of stories, a level of a building constitutes a story if more than forty percent (40%) of any plane of the elevation of any level is exposed. [Ord. 1815]

- (f) Those parts of existing buildings that violate yard regulations may be repaired and remodeled, but not reconstructed or structurally altered except as allowed by Section IV-D-(7). [Ord. 1637]
- (g) Filling station pumps and pump islands may occupy required yards provided, however, that they are not less than 15 feet from all lot lines.
- (h) The required front, rear and side yards for any building or structure of schools, libraries, churches, community buildings, and other public and semi-public use shall be not less than the setback required in the District in which the building, structure or use is located, and in no event shall such setback be less than twenty-five (25) feet in the C, D, E and E-1 Districts. A greater distance for a side or rear yard setback may be required for a use which is subject to the Special Use Regulations if the increased setback is deemed necessary by the Zoning and Planning Commission and by the City Council for the reasonable protection of the privacy and value of adjacent residential property. [Ord. 1595, Ord. 1895]
- (i) If a portion of a lot is within more than one "yard" or "required yard" as defined in the Ordinance, the more restrictive regulation or setback distance shall apply to such portion of the lot. [Ord. 1637]
- (j) All yards abutting a street shall be front yards except as specifically provided in this Section V. Yards abutting a limited access highway such as I-170 or U.S.40 (I-64) shall not be considered front yards. Such yards abutting a limited access highway shall be considered side or rear yards based on the provisions of this Section V. [Ord. 1637]
- (k) On corner lots with two front yards, the rear yard shall be the yard opposite the front yard having the minimum lot frontage unless the orientation of an existing principal building on the corner lot clearly indicates otherwise. [Ord. 1637]
- (l) For flag lots created prior to the effective date of this ordinance, the required front yard shall be measured from the closest parallel or nearly parallel lot line to the street. The required rear yard shall be measured from the furthest parallel or nearly parallel lot line to the street. Side yards shall be measured from lot lines which are perpendicular or approximately perpendicular to the street. [Ord. 1637]
- (m) In the E-1 District, if deemed necessary by the Building Official for rear or side garage access, in lieu of a front yard garage, a driveway not to exceed ten (10) feet in width may be placed in one (1) side yard. In such a situation, the 25% maximum side yard coverage limit may be waived for one side yard. Additional paving or construction may take place in the rear yard up to the 30% maximum rear yard coverage limit. A separate rear or side yard garage shall not be allowed on a property in addition to a front access garage. [Ord. 2148]

(2) Yards - Front

- (a) Required front yards shall be devoted entirely to landscaped area, except as allowed under Section V-C-(1)-(b).
- (b) Where, on the effective date of this ordinance, 40 percent or more of a frontage on the same street, road or land within 500 feet of a lot was occupied by two or more

REGULATIONS FOR FENCES IN ALL ZONING DISTRICTS

- Fences must be constructed in a workmanship-like manner
- Horizontal and vertical support posts are inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadowbox design shall be considered to hide support posts.
- No more than two different types of fencing material (wood and chainlink or two types of wood) are permitted.
- No fence shall be made of, in whole or in part, cloth, canvas or other like material.
- Property owners shall be responsible for the maintenance of the fencing on their property, and for removal of any fence if it becomes unsightly or a menace to public safety, health or welfare.
- Fences shall be maintained in an upright condition.
- Missing boards, pickets or posts shall be replaced within 45 days with material of the same type and quality.
- Fences designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except the galvanized metal fences, shall have a colored finished coat applied to them and be preserved against rust and corrosion.
- Customary fencing around tennis courts and other recreational amenities shall be exempt from height restrictions but shall comply in all other respects with the terms of this section.
- Fences for pools shall meet the requirements of this section as well as all other applicable regulations of the City.

- Fences or enclosures charged with, or designed to be charged with, electrical current are prohibited.
- It shall be the responsibility of the property owner to insure that a fence does not block or obstruct the flow of storm water.
- A permit is required for the construction or replacement of fences.
- Slatted, chainlink fencing is prohibited in all zoning districts.

REGULATIONS FOR FENCES IN RESIDENTIAL ZONING DISTRICTS

- Maximum height of a fence in a rear or side yard is seven (7) feet.
- Maximum height in a front yard is four (4) feet.
- Barbed wire, single-strand wire, wire mesh, wire grid or chicken wire fences along the perimeter or boundary of a property in a residential district is not permitted.
- Chain link fencing is prohibited within any required front yard.
- Corner and double frontage lots have two front yards, by definition. The above requirements for fences in a required front yard apply to both front yards on a corner lot. On a double frontage lot, as defined in Section 400.050, fences or walls of no more than a height of seven (7) feet may project into the yard space at the rear of the building, provided no portion of the frontage along the same street where the fence is proposed to be located, is utilized as the principal entrance for the main building of any lot in the block.
- Fences constructed within a required front yard on the side of a property used as a

principal entrance to the building shall comply with the following:

1. The design, color and material of the fence shall be complementary or shall match the principal structure on the property.
 2. Sight proof fences are not allowed in the required front yard. The fence shall have open spacing defined as the space between pickets is greater than or equal to the width of the pickets.
- Fences constructed within a required front yard on the side of a property **not** used as a principal entrance to the building on the lot shall comply with the following (corner lot homes):
1. Fences shall be set back from the property line at least ten (10) feet.
 2. The fence shall comply with §400.540 "Corner Visibility".

REGULATIONS FOR FENCES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

- Maximum height of a fence is eight (8) feet, except as required for junk yards in §400.450(A).
- Barbed wire shall be permitted only if the lowest strand is at least seven (7) feet above grade, and when used for security purposes in addition to a regular fence.

PLEASE NOTE:

Fences located within an easement may require additional approvals.

This brochure is one in a series designed to provide information on various regulations administered and enforced by the Department of Community Development of the City of St. Charles. The purpose of these brochures is to provide citizens with basic, easy-to-use information regarding City codes and services. Topics covered in this series of brochures include:

- *Opening a New Business in St. Charles*
- *Home Improvement Loan Program*
- *Home Occupation Regulations*
- *Zoning District Regulations*
- *Sign Guidelines*
- *Guidelines for Parking Recreational Vehicles in Residential Zoning Districts*
- *Fence Regulations*
- *Accessory Structures*
- *Deck Requirements*
- *Building in Historic Districts*
- *Swimming Pools, Spas, Hot Tubs*
- *Basement Finish*
- *Rental Unit Inspection Program*
- *Code Enforcement*
- *Recycling Guide*
- *Annexation*
- *Room Additions*

Any of these brochures may be obtained from the Department of Community Development, 200 North Second, Suite 303, St. Charles, MO 63301. Department phone numbers are: Planning Division: (636) 949-3222; Code Enforcement Division: (636) 949-3227. Department hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

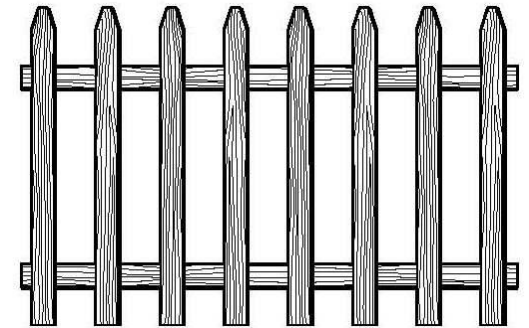


Department of Community
Development
200 N. Second St., Suite 303
St. Charles, Missouri 63303



CITIZEN
INFORMATION
SERIES

Fence Regulations



DEPARTMENT OF
COMMUNITY DEVELOPMENT



MEMO TO THE PLANNING AND ZONING COMMISSION

Date: July 14, 2017

Subject: **Work Agenda Item: Proposed Changes on Certain Regulations within Residential Zoning Districts**

Prepared by: Whitney Kelly, AICP, City Planner

Staff has identified several areas within the residential zoning district regulations that require review for possible changes. The issues with these current regulations were discussed during the Comprehensive Plan Update process, have been mentioned previously by the Commission, or have been matters that have been discussed by the Board of Adjustment relative to variance applications.

The purpose of this memorandum is to provide a summary of the current regulations, issues and suggestions for revisions for the Planning and Zoning Commission to discuss prior to coming forward with a formal text amendment application and conducting a public hearing.

Building Height

As discussed during the Comprehensive Plan process, current regulations define building height from the proposed finished grade. This has allowed the re-grading of the property to increase the height along the front elevation, thus creating runoff issues on adjacent properties and has contributed to the compatibility concerns with the appearance of new homes within established neighborhoods.

Currently, the maximum height allowed for single family dwellings in residential zoning districts is 35-feet or 2 ½ stories whichever is less. For sloped roofs, the height is measured taking the mean distance between the eaves and ridge of the roof, not to the top of the roof.

Recommendation

Staff would like to establish the building height from the average existing grade prior to any construction for new homes and additions. Taking into account existing grades when setting the height of new buildings would result in less dramatic differences in new construction compared to adjacent structures and could contribute to less run-off concerns based on incompatible re-grading.

Use of Permeable Pavers for Site Coverage Calculation Purposes

As discussed during the Comprehensive Plan process, permeable pavers are a method that homeowners use to exceed the site coverage limitations of the residential zoning districts. The zoning ordinance specifically exempts the use of these pavers from counting against the site coverage. However, in order to be truly permeable, these paver systems require engineered substrate and long-term maintenance to ensure proper function. Furthermore, visually, these paver systems appear as hardscape on residential properties which seem counter to the objectives for greenspace preservation.

The City of Town and Country recently adopted legislation that limits the use of permeable pavers to be counted as green space. Surfaces shall be included as green space when not under a roof, including landscape beds containing no greater than twenty percent (20%) hardscape such as retaining walls or flagstones; and surfaces shall be excluded as green space including permeable pavements which have less than eighty percent (80%) of the surface area exposed for vegetative growth. However, such pavers are not often seen in the City of Creve Coeur as an alternative for driveways.

Recommendation

Staff would like to limit the amount of permeable pavers allowed as an option to go over site coverage by a certain percentage, or to allow them to count as only a portion of the actual surface area, such as 50%.

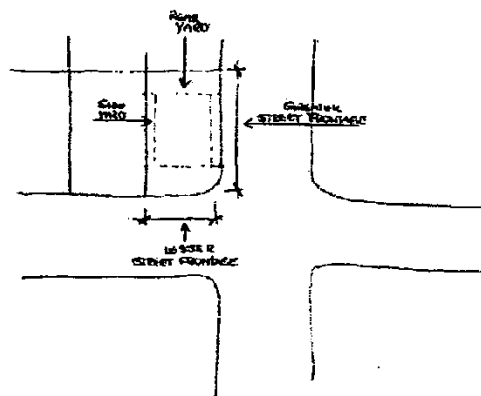
Definition of Yards

Staff currently reviews the existing established development patterns of corner lots, to determine the rear-yard and side-yard regulations. In some cases the narrower area may be considered the rear yard due to the orientation of the home, as shown in the aerial view of 6 Ladue Meadows below:



Staff would like to provide clarity on defining such yards based upon dimensions of the lot, rather than upon a case-by-case basis of the surrounding development and orientation of the home. Where a corner lot has two front yards, the property line to the longer front yard with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage would be considered the rear yard.

Similar considerations are provided in the City of Clayton that states where a corner lot exists and thereby two (2) front yards, the property line opposite to the front yard line with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard.



The City of Webster Groves defines yard areas on corner lots in a similar fashion by stating that the rear yard shall be considered as parallel to the street upon which the lots has its least dimension. In all cases, the rear yard shall be opposite at the opposite end of the lot from the front yard.

Recommendation

Staff would like to amend the code in a similar manner as the cities of Clayton and Webster Groves to address yard areas on corner lots in a consistent fashion, regardless of orientation of the home.

Walls, Fences, Columns and Gates, and other Yard Regulations

Due to recent discussions regarding fences and walls within the front yard setback, Staff would like to include direction within the Code without the need to go to the Planning and Zoning Commission.

Columns and Gates

As discussed in prior applications before the Commission, the Zoning Code allows for ornamental entry columns and gates, but any fence or wall within the front setback must be reviewed by the Planning and Zoning Commission. In the recent discussion of the proposed entry wing walls at Lakeshore drive, the placement of such in the front setback as a free standing element was inconsistent with the Design Guidelines. However, Staff finds that such ornamental columns and gates on their own also lack context as freestanding elements, when not reviewed along with any fence or wall, and inconsistent with the Design Guidelines, and the purposes of the yard regulations. Therefore, Staff would like to consider eliminating these as a general allowance without review by the Planning and Zoning Commission. They should be considered in conjunction with a fence within the front yard setback.

Wing Walls, as an Extension of the Home

In the proposal of courtyard fences and wing walls within the Bellerive Enclave Subdivision in 2015, the Planning and Zoning Commission allowed for these elements to encroach within the front yard setback for the entire subdivision when as an extension of the home based upon certain design criteria. The courtyard fence/wall allowed was to have a maximum height of 4 feet, include a with mix of masonry and wrought iron or open-slatted fence, was to be consistent with design style of the related home, and could to seven feet into the front yard setback, per the images below, as this was in better keeping with the Design Guidelines, and the overall character of the subdivision.

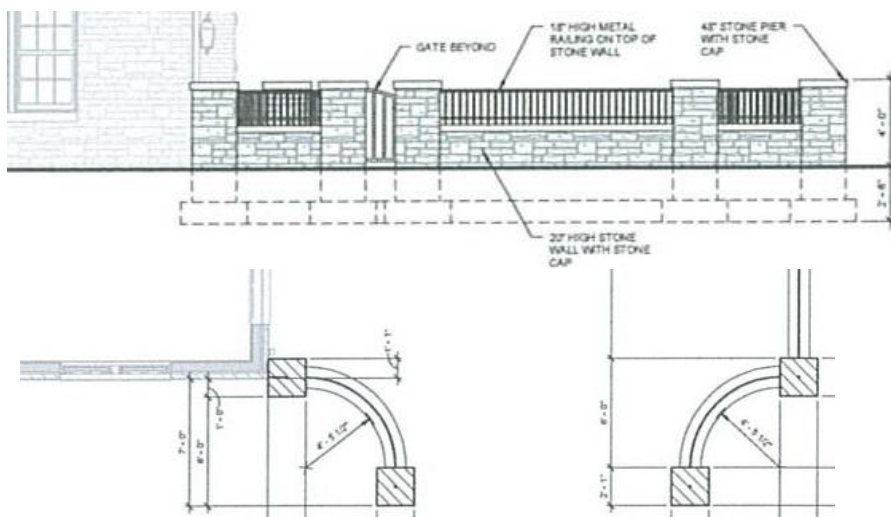


Figure 3: Detail of the Drive Court Plan

Recommendation

Staff would like to include the allowance of such wing walls to encroach within the front-yard setback without needing the Planning and Zoning Commission approval, provided it meets with similar conditions, and would project only a short distance into the setback of five feet to be consistent with other areas in the Yard Regulations that allow for unenclosed, and unroofed front porches and structural overhangs to project up to five feet into a front yard setback.

Design Criteria Consideration of Fences:

Staff would also like to discuss providing for additional design consideration for fences in general. When fencing is reviewed at the Planning and Zoning Commission discussion includes the use of green materials, and the amount of openness of the design of the fence. The Design Guidelines further strongly recommend against approving any chain link fences. However the use of such is not reviewed if the placement of the fence does not require Planning and Zoning Commission approval for residential properties.

Recommendation

Staff would like the Commission's direction whether the use of chain link or white vinyl should be prohibited on all residential properties, and to allow for open slatted fences (similar to that allowed as a pool barrier) the a maximum height of 4 feet to encroach into a side or rear yard for corner lots that must maintain an equivalent area as a front yard, without the need for the Planning and Zoning Commission. The standards for a pool barrier fences allows for such to be 15 feet from any lot line, and a similar standard was approved for the home at 12700 Creekside View Drive:

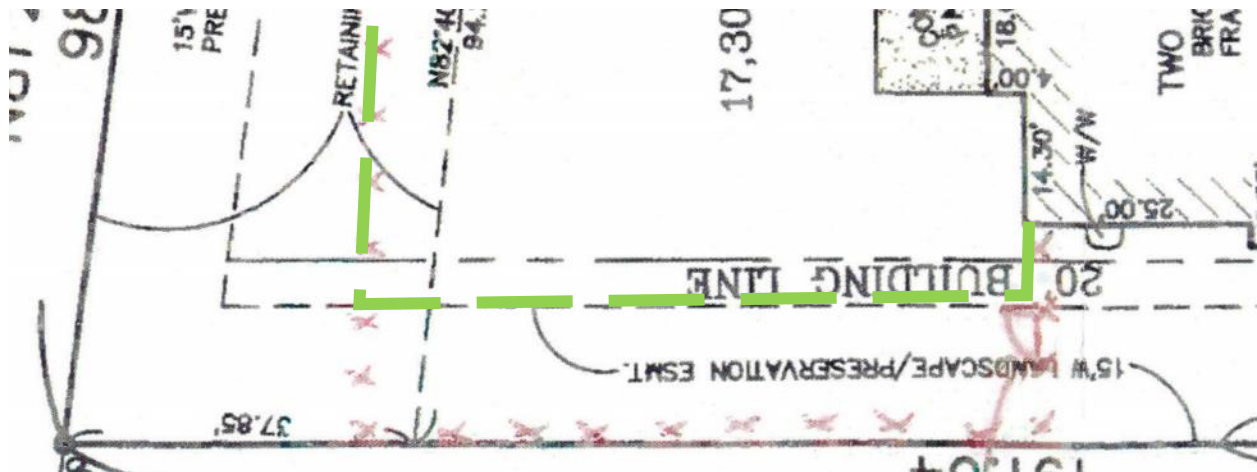


Figure 1: Close-up of the Site Plan with Staff's Recommended 15 foot setback highlighted in green.

Sports Courts

Current regulations require tennis courts and the associated fence to be approved by the Planning and Zoning Commission, and that Private Recreation Facilities must be surrounded by a fence. As many homes are now seeking multi-sports facilities, Staff has included such within the same category as tennis courts, due to the concerns of noise and lighting as well as the character of the type of fencing needed to control balls. And in some cases, the property owner did not wish to include a fence around the facility.

Recommendation

Staff would like to clarify these regulations to provide a definition of sports courts within the code as an allowable structure and while a fence is required for a pool, and tennis courts, allowing for distinction for basketballs, hockey and other sports courts.

Covered Front Porches

As mentioned above, Section 405.630 (8) Yard Regulations provides that an unroofed porch, steps or paved terrace area may project into the front yard for a distance not to exceed five (5) feet provided such porch or terrace is not more than twelve (12) feet in width. For pre-existing homes, many homeowners wish to provide cover over the front door as protection of the elements and to create an inviting entrance. The Board of Adjustment has always approved such allowances for a covered front porch, as most people wish to have protection from the weather, where the existing home would not support the structural load of projecting a roof overhang, and tearing down and moving the house back would be unfeasible.

Recommendation

Staff would like to allow for roofed front porches to project up to five feet into the front yard setback to avoid the repetitious requests for variances.

Residential Parking:

Section 405.120, Section 405.660 Parking or Storage of Vehicles, and 405.820(A)(6) Required Off-Street Parking of The Zoning Code specifies that all off-street parking shall be a permanently surfaced area, and that parking shall only be on an improved paved area. However, Section 405.810(A)(2) Parking Surface and Drainage of the Off-Street Parking Regulations contradicts that the surface must be paved, by exempting one and two family residential parking. Staff has received requests regarding the use of gravel for driveways, which has been denied based on the prior requirements above.

Recommendation

Staff would like to clarify all sections of the Zoning Ordinance to require improved surfaces for required off-street parking spaces such as concrete, asphalt or pavers.

Technical Clarification of Non-Conforming Lots

Staff will also seek an amendment to clarify inconsistency in the regulations regarding non-conforming lots. Currently Section 405.230 Establishment of Size, Dimension and Access Criteria provides that for pre-existing vacant lots a side yard may be reduced to 7½ feet, where Section 405.610 Non-Conformities expressly prohibits extension, expansion, enlargement, or increased intensity of existing non-conforming structures within a setback.

Recommendation

Staff would like to clarify this language clarifying these sections, by consolidating into one provision regarding non-conformities.

Conclusion

Staff will review these items at the meeting obtain direction from the Commission on these proposed changes and any others that would involve residential zoning regulations prior to submitting a text amendment application and obtaining public comment.



Whitney Kelly <wkelly@crevecoeurmo.gov>

Re: Text Amendments To Various Sections Of The City's Zoning Ordinance Regarding Residential Development

1 message

james hentschell <jhench321@gmail.com>
To: Whitney Kelly <wkelly@crevecoeurmo.gov>

Thu, Sep 28, 2017 at 2:31 PM

Whitney, good afternoon. seems as tho all the suggested modifications make sense. i recommend acceptance of the entire batch.

On Thu, Sep 28, 2017 at 11:11 AM, Whitney Kelly <wkelly@crevecoeurmo.gov> wrote:

Dear Creve Coeur Subdivision Trustee,

The City of Creve Coeur's Planning and Zoning Commission is considering revising various sections of the Zoning Ordinance that would affect residential development that include but is not limited to:

- Providing clarification on allowable encroachments within a front yard setback, such as fences, covered porches, gates and columns.
- Establishing requirements for sports courts.
- Revising the site coverage allowances for permeable surfaces.
- For new construction, measuring building height based upon existing grade versus proposed grade , and
- Provide greater definition in determining the side and rear yard setback as they relate to overall lot dimensions for corner lots. (Currently under review at Council)

The Planning and Zoning Commission continued the public hearing on these amendments to the meeting of Monday, November 6, 2017, at 6:30 PM to allow additional outreach. Information regarding the proposed amendments is available at the Government Center, Planning Division offices, and on the City's website at www.creve-coeur.org under the Planning Projects page (or at <http://www.creve-coeur.org/447/Current-Planning-Projects>). If you have any questions or for more information about this proposal, please call Whitney Kelly or Jason Jaggi at (314)872-2501.

We encourage you to attend the Planning and Zoning Commission meeting on Monday, November 6, 2017 at 6:30 PM if you have any questions, or wish to make a statement. In addition, you may submit written comments in advance of the meeting. If you wish to provide comments via email, please send them to wkelly@crevecoeurmo.gov.

Again, please feel free to call Whitney Kelly or Jason Jaggi, at (314)872-2501, if you have any questions or would like additional information.

Sincerely,

Whitney Kelly

Whitney Kelly, AICP
City Planner
City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, MO 63141
t: (314) 442-2087
f: (314) 872-2505

wkelly@crevecoeurmo.gov

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.

--
james hentschell
hentschell architect
11338 mosley lane
creve coeur, mo 63141
314-482-8065

RESIDENTIAL ZONING REGULATIONS PROPOSED AMENDMENTS

PLANNING AND ZONING COMMISSION, SEPTEMBER 18, 2017

PLANNING STAFF: JASON W. JAGGI, AICP & WHITNEY KELLY, AICP



OVERVIEW AND OBJECTIVES

Various zoning code amendments affecting residential districts as a result of:

- Creve Coeur 2030 Comprehensive Plan recommendations
- Repeat variance requests at the Board of Adjustment
- Discussed previously by P&Z
- Technical/clean-up items

OVERVIEW AND OBJECTIVES

Areas covered by proposed amendments:

- ¡ Measuring building height
- ¡ Use of permeable surfaces for site calculation purposes
- ¡ Sport Courts
- ¡ Fences (design requirements, front yard fences, re-organizing code)
- ¡ Covered Porches (allowable encroachments)
- ¡ Wing walls, columns and gates
- ¡ Definition of Yards (corner lots)
- ¡ Surface of residential parking areas

BUILDING HEIGHT AND GRADE

- i Discussed during the Creve Coeur 2030 Plan: Strategy 2.6 under the Residential Development & Preservation Objectives and Strategies recommends the review of the Zoning Code and land development regulations to ensure new infill residential construction takes into account existing conditions such as topography and stormwater flow, with the measurement of building height, grading, and stormwater mitigation to minimize the impacts of new construction.
- i Listed in the Implementation Plan as Early Action Items for the City to address.

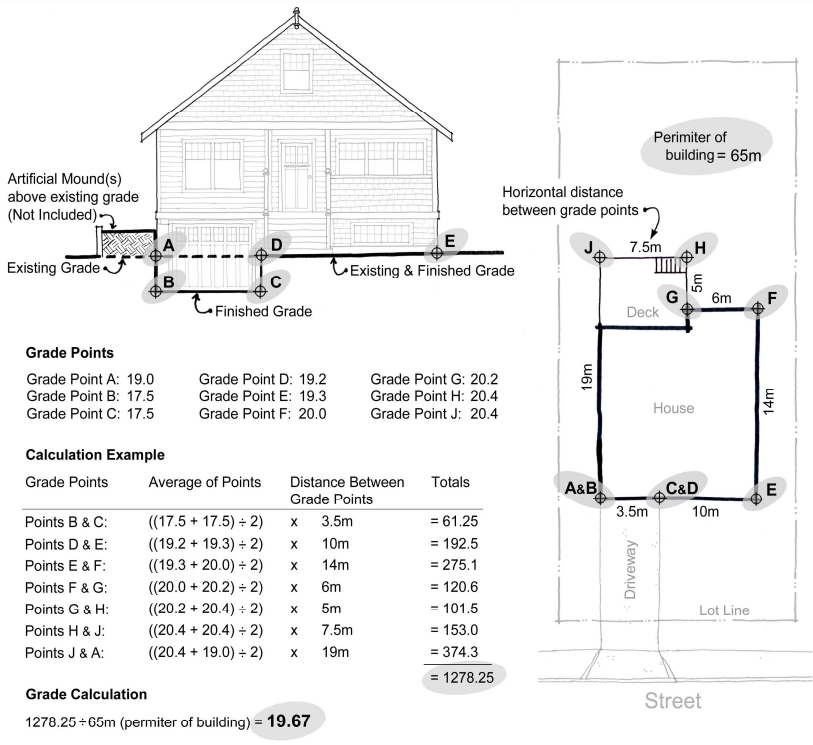
PROPOSED DEFINITION OF BUILDING HEIGHT AND GRADE

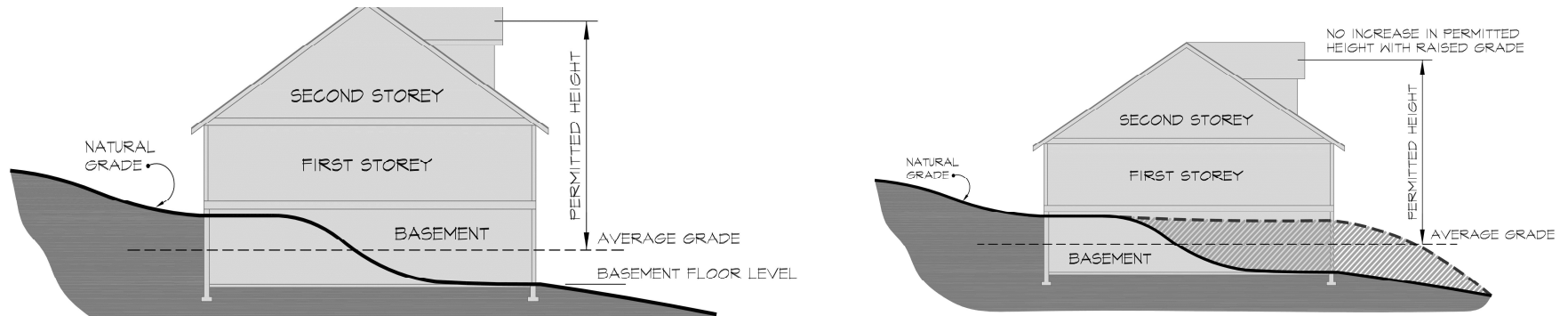
- i Reviewed other cities in the area experiencing single lot residential redevelopment to determine how building height is measured
- i Clayton, Olivette, Frontenac and Ladue all use existing grade to regulate Building Height prior to construction
- i Clayton's Example:
 - i BUILDING HEIGHT OF: The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. **In the case of new construction and building additions, building height shall be measured from existing grade prior to the commencement of any construction.**
 - i GRADE: **A reference plane representing the average of ground level adjoining the building at all exterior walls.** When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest points within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

PROPOSED DEFINITION OF BUILDING HEIGHT AND GRADE

- i Current Definition of Building Height: The vertical distance measured from the curb grade or its equivalent established grade at a point midway between the two (2) side lot lines to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof and to the mean height level between eaves and ridge of a gable, hip or gambrel roof; provided that where buildings are set back from street line, the height of the building may be measured from the average elevation of the finished lot grade at the front of the building (the building face which contains the principal entrance).
- i Proposed New Definition: The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. In the case of new construction and building additions, building height shall be measured from the existing grade prior to the commencement of any construction.
- i Definition for Grade to be added: A reference plane representing the average of ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest point within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

HOW THE BUILDING HEIGHT WOULD BE DETERMINED





EXAMPLE ILLUSTRATIONS SHOWING HOW GRADE IS DETERMINED ON AN EXISTING DEVELOPED LOT:

Picture on the Left demonstrates the location of grade and resulting permitted building height when the natural grade of the lot is not altered through construction.

Picture on the right demonstrates the location of grade and resulting permitted building height when the finished grade of the lot is raised above natural grade. Berming under this new definition would not result in an increased building height.

USE OF PERMEABLE PAVERS FOR SITE COVERAGE

The Creve Coeur 2030 plan specifically included the Strategy 2.7:

- i Establish a limit for the amount of pervious pavement that does not count toward site coverage allowance for residentially-zoned properties under the Residential Development & Preservation Objectives and Strategies.
- i While permeable surfaces have environmental benefits and should not be discouraged, they must be designed and installed correctly, and require specific long term maintenance to function properly. In terms of site coverage, the appearance is much the same as any other hard surface.

REVISED SITE COVERAGE FOR RESIDENTIAL PROPERTIES DEFINITION

- i Revise definition of residential site coverage to allow for only 50% of permeable concrete, asphalt or pavers to be counted toward greenspace, and the other 50% would be included as part of site coverage in order to balance the benefits of such site features while placing reasonable limitations for site coverage calculation purposes:
 - i SITE COVERAGE, RESIDENTIAL: The area of a residential lot covered by impermeable surfaces including, but not limited to, the main building, accessory buildings, patios and driveways, but not including landscaped areas, swimming pools, spas, or sidewalks or pool decks of four (4) feet or less in width around the perimeter of the pool. Areas improved with permeable concrete, asphalt or pavers shall be counted at 50% of their area in calculating site coverage for a residential lot and shall be maintained per manufacturer requirements.

REVISE LANGUAGE FOR RECREATION FACILITIES AND CONSOLIDATE REGULATIONS

Private Recreation Facilities revised to include various types of sports courts in Section 405.460 Accessory Uses and Structures, and move the regulations for fences associated with such facilities to Section 405.640 Fences and walls.

- i Section 4-05.460(B)(6). recreation facilities including private swimming pools, bathhouses, ~~or tennis tennis,~~ basketball, racquetball, handball and other game courts, hockey/ice rinks, batting cages, and other similar facilities, provided that such facilities are set back at least fifteen (15) feet from any lot line, and any fence associated with such uses shall comply with the provisions of Section 405.640. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line.
- i Remainder of this item refers to fences which is deleted and moved to Section 405.640

YARD ENCROACHMENTS DECORATIVE WING WALLS:

Currently Section 405.460 of Accessory Uses and Structures provide that 8. Statuary, arbors, trellises, barbecue stoves, doghouses, flagpoles, fences, walls, hedges and gazebos, provided these elements are in compliance with other regulations of this Chapter including those relating to fences in Section 405.640.

- i** Therefore, any fences and walls in the front yard setback required Planning and Zoning Commission Approval.
- i** Staff is seeking to remove hedges from this category, as there is no review of landscaping for residential properties, and to allow for wing walls as decorative elements.

YARD ENCROACHMENTS DECORATIVE WING WALLS:

Ornamental masonry wing walls and courtyard enclosures that are architecturally consistent and designed as an extension of the home may project up to five (5) feet into the front yard, provided they are no more than four (4) feet in height.

- i The allowance of 5 feet is to be consistent with the allowance of front porches and structural overhangs within a setback.**

YARD ENCROACHMENTS

ORNAMENTAL ENTRY COLUMNS:

- ❑ **Currently no definition for Columns and Gates and both are allowed without Planning and Zoning Commission review, however any fence or wall within the front setback requires such review.**
- ❑ **Staff would like direction on if such should be allowed to continue or should be reviewed when in conjunction with a fence or wall?**
- ❑ **Staff is seeking to provide a definition:**
 - ❑ **ENTRY COLUMNS:** An architectural support with a maximum of twenty-four (24) inches in width that connects to a gate and is located at a point of entry, such as either side of a sidewalk, or driveway.
 - ❑ **GATE:** A movable frame or solid structure which swings, slides, or rolls to control ingress and egress through an opening in a fence, wall, or hedge or similar vegetation and is connected to a column.

EXAMPLE OF WHERE A FENCE WAS NOT PERMITTED BUT THE GATE AND COLUMNS WERE



EXAMPLE OF COLUMNS WITHIN THE FRONT YARD SETBACK



YARD ENCROACHMENTS

FRONT PORCHES:

- i Currently, structural overhangs may project into any setback by five feet, and unroofed front porches may also project up to five feet into the front yard setback, provided they are not more than 12 feet in width.
- i Board of Adjustment almost always grants a variance to allow for a roofed front porch as it is not adding living additional space within a setback, and there is very little concern from residents.
- i Additionally, the style of homes seek for a more welcoming entrance with protection from the elements.

YARD ENCROACHMENTS

FRONT PORCHES:

Staff has also heard that limiting it to 12 feet in width is too narrow, therefore Staff would like to allow for a roofed front porch to project within the front yard setback by 5 feet up to a maximum of 50% of the buildings front elevation

- i 405.630(A)(8). Unenclosed porches, steps and paved terraces. An ~~unroofed~~ front porch, steps or paved terrace area with or without roofing may project into the front yard for a distance not to exceed five (5) feet provided such porch or terrace is no more than fifty percent (50%) of the front elevation width of the residential structure ~~is not more than twelve (12) feet in width.~~

DEFINITION OF YARDS

- i Staff currently reviews the existing established development patterns of corner lots, to determine the rear-yard and side-yard regulations. In some cases the narrower area may be considered the rear yard due to the orientation of the home.

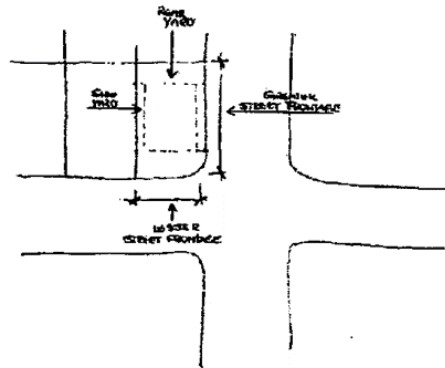
DEFINITION OF YARDS

- i Staff would like to provide clarity on defining such yards based upon dimensions of the lot, rather than upon a case-by-case basis of the surrounding development and orientation of the home.
- i Similar to the Cities of Clayton, Ladue, and Olivette

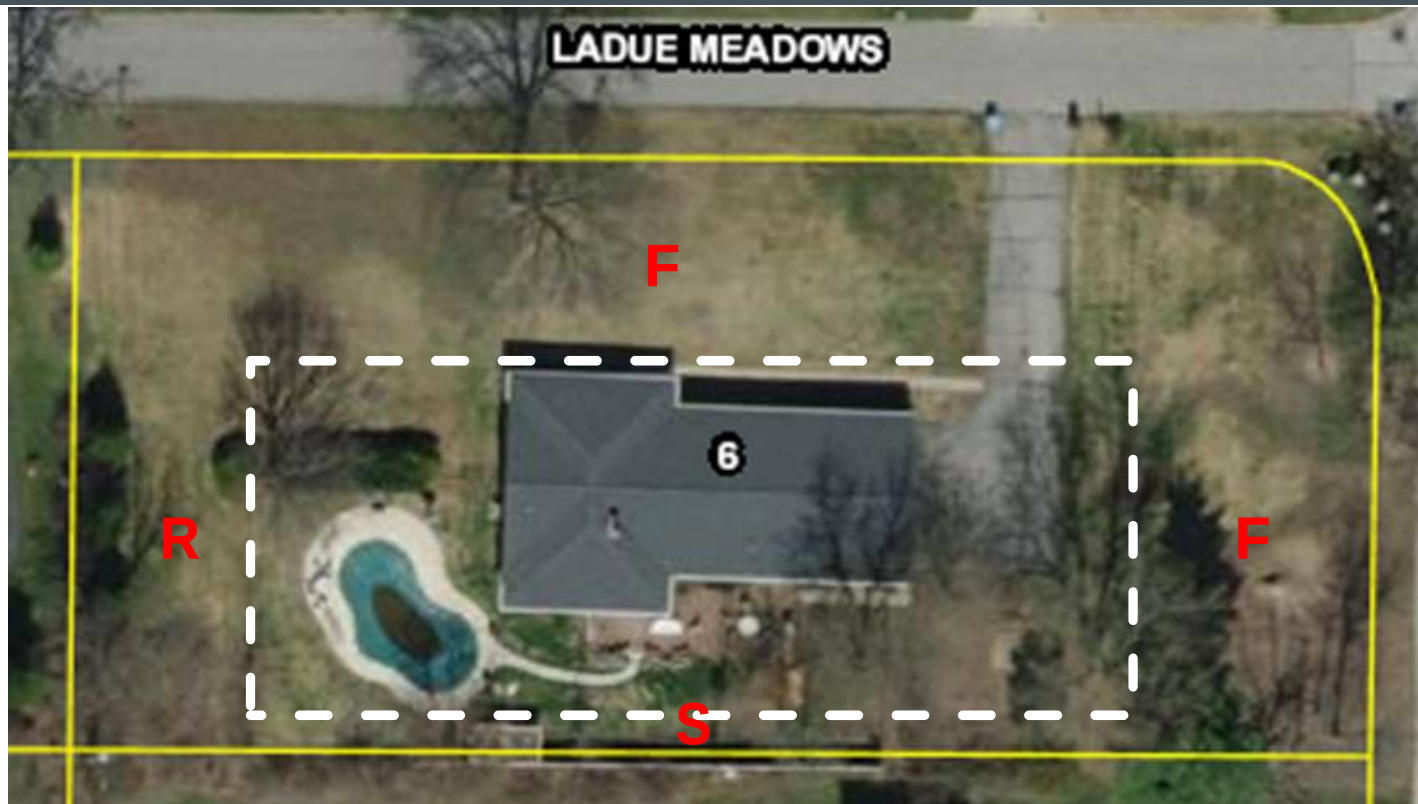
DEFINITION OF YARDS

Section 405.630(B) would be revised to read as follows:

405.630(B) Front Yard, Side Yard and Rear Yard Of Corner Lot. Any corner lot shall have front yard equivalent setbacks along all street frontages. The property line opposite to the front yard line with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard.



6 LADUE MEADOWS EXAMPLE



210 N. MOSLEY ROAD EXAMPLE



CORNER LOT EXAMPLES



CORNER LOT EXAMPLES



FENCES AND WALLS: DESIGN CONSIDERATION

The City's Design Guidelines include the following recommendations for fencing, but is only reviewed when a project is reviewed at the Planning and Zoning Commission

Design Review Guidelines: F. Screening (Fences and Walls)

1. All new sound walls, masonry walls or fences are to be designed to minimize visual monotony through changes in plane, height, material, texture or significant landscape massing.
2. The design of fencing, sound walls, trash enclosures, and similar site elements is to be compatible with the architecture of the main buildings and should use similar materials.
3. All fencing should be designed as an integrated part of the site, rather than as a separate fence, such as a planter wall or continuation of an architectural wall feature.
4. Chain link fencing is discouraged. Chain link fencing with wood or any type of inserts or lining is not considered suitable.
5. In highly visible public areas where fencing is needed, decorative fencing is encouraged. (p.18-19)

FENCES AND WALLS: DESIGN CONSIDERATION

Chain link fencing is often seen as a downgrade in the overall development standards. Therefore, Staff is recommending that City consider prohibiting new chain link fencing in residential districts.

- i Black coated Chain link, or black netted, fencing would be allowed when associated with a common residential recreation facility, such as tennis courts, basketball courts, etc.
- i The requirement for review of such would be removed from the Planning and Zoning Commission, except if installing permanent lighting.

FENCES AND WALLS: DESIGN CONSIDERATION

Section 405.640(E) would be revised to read as:

- i Game-Tennis-Court Fence. ~~Tennis-Tennis, basketball, racquetball, handball, and other game courts, hockey/ice rinks, batting cages, and other similar facilities~~ may have an open dark coated chain link, or black netted fence customary for recreational activities up to ten (10) feet in height, provided such fence is setback at least ~~twenty (20)~~ fifteen (15) feet from any property line abutting a single-family residence, as ~~approved by the Planning and Zoning Commission in accordance with 405.460(B)(6).~~ Approval of permanent lighting standards for Game Courts shall be reviewed by the Planning and Zoning Commission as a Minor Site Plan as provided in Section 405.1080

FENCES AND WALLS: OTHER DESIGN CONSIDERATIONS

Other Design Consideration include the nice side out and prohibition of solid white vinyl fencing, which is often a point of discussion for any fence reviewed before the Planning and Zoning Commission:

- i Section 405.640(F). The horizontal and vertical support posts must be inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadowbox design shall be considered to hide support posts.
- i Section 405.640(G). Fence materials shall be wood or metal style fencing. The design, color and material of the fence shall be complementary or shall match the principal structure on the property. Solid sight-proof, white vinyl fences are prohibited, Vinyl fencing maybe permitted provided it maintains a natural and/or dark color or style. Except as otherwise provided herein, chain link fencing is prohibited for all residential development

SIMPLIFICATION OF THE STANDARDS FOR DRIVEWAYS

Various sections discuss that all off-street parking is defined as a permanently surfaced area, or an improved area. Section 405.810 exempts single family residences from the requirements of appropriate materials.

- i Some have interpreted this to allow for loose gravel, that drifts into the public right-of-way and creates a maintenance problem.**
- i Staff would like to simplify and clarify Section 405.810(A)(2) that all parking areas are to be constructed of concrete, asphalt, or pavers, for all off-street parking**

SIMPLIFICATION OF THE STANDARDS FOR DRIVEWAYS

Therefore Section 405.810(A)(2) Parking surface and drainage would be amended to read as follows:

- i 405.810(A)(2) Parking surface and drainage. ~~All open-off-street parking areas, except those accessory to one or two-family dwellings, shall be constructed of concrete, asphalt or pavers improved with a compacted select rock base surfaced with an all-weather, dustless material suitably designed for the intended use to a standard approved by the City Engineer.~~ Parking and loading facilities shall be provided with adequate stormwater drainage facilities to prevent damage or inconvenience to abutting property and/or public streets and alleys. The retention of stormwater runoff shall be subject to further regulations in accordance with Chapter 425, Stormwater Control.**

CORRECTION ITEM:

Pursuant to State Statute the authority of the development and adoption of the Comprehensive Plan rests with the Planning Commission. Section 405.1030 mistakenly left the language regarding City Council action which should have been revised during the 2008 recodification. This revision will simply confirm the City's process, as the recent Creve Coeur 2030 Plan did not proceed to Council, and accordingly comply with State Law.

i Section 405.1030 Planning and Zoning Commission

E. Powers And Duties. The Commission shall have the following powers and duties:

1. To prepare and submit to the City Council for its approval a comprehensive plan for the physical development of the City or portions thereof and recommended modifications of the same from time to time as deemed in the City's best interest.

CITY OF CREVE COEUR

Questions/Comments

Next Steps

RESIDENTIAL ZONING REGULATIONS PROPOSED AMENDMENTS

PLANNING AND ZONING COMMISSION, DECEMBER 4, 2017

PLANNING STAFF: JASON W. JAGGI, AICP & WHITNEY KELLY, AICP



OVERVIEW AND OBJECTIVES

Various zoning code amendments affecting residential districts as a result of:

- Creve Coeur 2030 Comprehensive Plan recommendations
- Repeat variance requests at the Board of Adjustment
- Discussed previously by P&Z
- Technical/clean-up items

OVERVIEW AND OBJECTIVES

Areas covered by proposed amendments:

- ¡ Measuring building height
- ¡ Use of permeable surfaces for site calculation purposes
- ¡ Sport Courts
- ¡ Fences (design requirements, front yard fences, re-organizing code)
- ¡ Covered Porches (allowable encroachments)
- ¡ Wing walls, columns and gates
- ¡ Definition of Yards (corner lots)
- ¡ Surface of residential parking areas

BUILDING HEIGHT AND GRADE

- i Discussed during the Creve Coeur 2030 Plan: Strategy 2.6 under the Residential Development & Preservation Objectives and Strategies recommends the review of the Zoning Code and land development regulations to ensure new infill residential construction takes into account existing conditions such as topography and stormwater flow, with the measurement of building height, grading, and stormwater mitigation to minimize the impacts of new construction.
- i Listed in the Implementation Plan as Early Action Items for the City to address.

PROPOSED DEFINITION OF BUILDING HEIGHT , GRADE, AND SITE COVERAGE

- i BUILDING HEIGHT: The vertical distance from grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge of a gable, hip or gambrel roof. In the case of new construction and building additions, building height shall be measured from the existing grade prior to the commencement of any construction.
- i GRADE: A reference plane representing the average of ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established as the lowest point within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.
- i SITE COVERAGE, RESIDENTIAL: The area of a residential lot covered by impermeable surfaces including, but not limited to, the main building, accessory buildings, patios and driveways, but not including landscaped areas, swimming pools, spas, or sidewalks or pool decks of four (4) feet or less in width around the perimeter of the pool. Areas improved with permeable concrete, asphalt or pavers shall be counted at 50% of their area in calculating site coverage for a residential lot and shall be maintained per manufacturer requirements.

DEFINITIONS FOR ENTRY COLUMN AND GATE INCLUDED

- i ENTRY COLUMN: An architectural support with a maximum of twenty-four (24) inches in width that may include connections to a gate and is located at a point of entry, such as either side of a sidewalk, or driveway.
- i GATE: A movable frame or solid structure which swings, slides, or rolls to control ingress and egress through an opening in a fence, wall, or hedge or similar vegetation and is connected to a column.

TECHNICAL CLARIFICATION

i SECTION 405.230 ESTABLISHMENT OF SIZE, DIMENSION AND ACCESS CRITERIA revised for clarification:

405.230(A)(1)(d) Existing lots of record. Structures may be built on lots of record that have been made non-conforming by this Chapter to size, area or width; provided however, that such structures shall conform to setbacks and other regulations not involving area or width of lot.

A single-family residential structure may be constructed on any lot of record in the "A", "B", "C", "D" or "AR" Districts if said lot is less than the minimum area required for building lots in the district in which it is located, provided that, providing the following conditions exist or are met:

(1) Availability of adjacent vacant land. No structure shall be erected on any non-conforming lot if the owner of said lot owns any adjoining vacant land then prior to development there must be a boundary adjustment or lot consolidation which minimizes nonconformities in lot sizes to the greatest extent possible. which would create a conforming lot if said vacant land were combined with the lot deficient in area.

(2) Side yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless a minimum side yard of seven and one-half (7½) feet or a minimum side yard of fifteen (15) feet where adjacent to any street is provided.

(3) Front and rear yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless front and rear yards conforming to the minimums required for the residential district in which said lot is located are provided.

i Staff assumed that for those Zoning districts that had a side yard of a percentage, that this subsection (2) above was meant to indicated that no side yard should be less than 7.5 feet. Therefore, the appropriate sections of each zoning district was revised.

i Section 5 of the Draft Ordinance will need to be revised to indicate 12 feet instead of 15 feet side yard.

i Section 405.270(E)(4)(c) Minimum side yard for permitted uses. Twelve (12) feet or fifteen percent (15%) of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7½) feet must be provided for any non-conforming lot.

REVISE LANGUAGE FOR RECREATION FACILITIES AND CONSOLIDATE REGULATIONS

Private Recreation Facilities revised to include various types of sports courts in Section 405.460 Accessory Uses and Structures, and move the regulations for fences associated with such facilities to Section 405.640 Fences and walls.

- i Section 4-05.460(B)(6). recreation facilities including private swimming pools, bathhouses, ~~or tennis tennis,~~ basketball, racquetball, handball and other game courts, hockey/ice rinks, batting cages, and other similar facilities, provided that such facilities are set back at least fifteen (15) feet from any lot line, and any fence associated with such uses shall comply with the provisions of Section 405.640. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line.
- i Remainder of this item refers to fences which is deleted and moved to Section 405.640

YARD ENCROACHMENTS:

Yard Encroachments cleaned up to move fences and walls to Section 405.640 Fences and Walls, allowance of wing walls to project 5 feet into the front yard setback, and allowing for roofed front porches up to 5 feet into the front yard, to read as follows:

- i SECTION 405.630 (A.) YARD ENCROACHMENTS. Yard Encroachments. Every part of a required yard shall be open and unobstructed from the ground to the sky, except as herein provided or as otherwise permitted in this Chapter.

6. Swimming pools and related structures. Swimming pools and related structures are allowed within the require side or rear yards provided they meet with Section 405.460(6) and Section 405.640 Fences and Walls. ~~Swimming pools may be located in a required rear yard provided they are no closer than fifteen (15) feet to any rear property line or five (5) feet to any easement, whichever distance is greater. Patios constructed in conjunction with any swimming pool may be located within a required rear yard provided that they are not located within an easement or closer than ten (10) feet to any property line.~~

7. Trellises, play equipment, lights, outdoor furniture, etc. Trellises and trellis work, play equipment, wires, lights, outdoor furniture, mailboxes, ~~ornamental entry columns and gates~~ and outdoor equipment are allowed within required yards. Ornamental masonry wing walls and courtyard enclosures that are architecturally consistent and designed as an extension of the home may project up to five (5) feet into the front yard, provided they are no more than four (4) feet in height.

8. Unenclosed porches, steps and paved terraces. ~~An unroofed front porch, steps or paved terrace area with or without roofing may project into the front yard for a distance not to exceed five (5) feet provided such porch or terrace is no more than fifty percent (50%) of the front elevation width of the residential structure is not more than twelve (12) feet in width.~~

FENCES AND WALLS:

Section 405.640 Fences is revised to include walls and provide design requirements for such:

i SECTION 405.640 FENCES AND WALLS

A. Height of Fences And Walls. No fence or wall shall exceed six (6) feet in height unless specifically approved by the Planning and Zoning Commission in consideration of a unique screening problem.

B. Fences or Walls At Street Intersections. No fence or wall shall be located within the sight triangle (as defined in Article II) of a street intersection.

C. Fences or Walls Within The Front Yard Section And Along Street Right-Of-Way. ~~No fence shall be located within the front yard setback or along street right-of-way.~~ A fence may project within the area equivalent to the front yard setback of the applicable zoning district, when clearly to the side or rear of the home, provided that such fence is setback at least fifteen (15) feet from the property line, no more than four (4) feet in height, and is an open slatted decorative metal fencing, similar in style for Swimming Pool enclosures as provided in Subsection D. Walls, entry columns, gates and fence designs within the front yard setback or the area equivalent to the front yard setback shall be subject to site development plan approval in accordance with Section 405.1080,

FENCES AND WALLS:

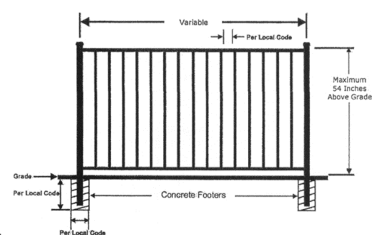
SECTION 405.640 FENCES AND WALLS: continued

D. Fences Surrounding Swimming Pools.

1. Every private swimming pool hereafter constructed and maintained anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed in compliance with the Creve Coeur Building Code.
2. All gates or doors providing access to such pool shall be self-closing and self-latching with the latches designed to meet the requirements of the Creve Coeur Building Code.

Every private swimming pool constructed anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed and maintained in compliance with the Creve Coeur Building Code. The Zoning Administrator shall have the authority to approve a fence surrounding a swimming pool within a setback as described under the following conditions:

- a. The fence is at least and pool are more than fifteen (15) feet from any lot line;
- b. The fence is a maximum of fifty-four (54) inches in height;
- c. The fence meets Building Code standards regarding design and placement of fence to the pool.
- d. The fence is of an open slat black metal style, similar to the following:



- e. If the Zoning Administrator finds that any of the aforementioned standards is not met, the fence shall require Planning and Zoning Commission approval in accordance with Sections 405.640 and 405.1080.

and Zoning Commission approval in accordance with Sections 405.640

FENCES AND WALLS:

i SECTION 405.640 FENCES AND WALLS: continued

E. Game-Tennis Court Fence. Tennis, basketball, racquetball, handball, and other game courts, hockey/ice rinks, batting cages, and other similar facilities may have an open dark coated chain link, or black netted fence customary for recreational activities up to ten (10) feet in height, provided such fence is setback at least ~~twenty (20)~~ fifteen (15) feet from any property line abutting a single-family residence, as approved by the Planning and Zoning Commission in accordance with 405.460(B)(6). Approval of permanent lighting standards for Game Courts shall be reviewed by the Planning and Zoning Commission as a Minor Site Plan as provided in Section 405.1080

F. The horizontal and vertical support posts must be inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadowbox design shall be considered to hide support posts.

G. Fence materials shall be wood or metal style fencing. The design, color and material of the fence shall be complementary or shall match the principal structure on the property. Solid sight-proof, white vinyl fences are prohibited; Vinyl fencing may be permitted provided it maintains a natural wood color and/or dark color or style. Except as otherwise provided herein, raw metal chain link fencing is prohibited for all residential development, but dark coated fencing is allowed.

SIMPLIFICATION OF THE STANDARDS FOR DRIVEWAYS

- i 405.810(A)(2) Parking surface and drainage. All ~~open~~ off-street parking areas, ~~except those accessory to one- or two-family dwellings,~~ shall be constructed of concrete, asphalt or pavers improved with a compacted select rock base surfaced with an all-weather, dustless material suitably designed for the intended use to a standard approved by the City Engineer. Parking and loading facilities shall be provided with adequate stormwater drainage facilities to prevent damage or inconvenience to abutting property and/or public streets and alleys. The retention of stormwater runoff shall be subject to further regulations in accordance with Chapter 425, Stormwater Control.

CORRECTION ITEM:

Pursuant to State Statute the authority of the development and adoption of the Comprehensive Plan rests with the Planning Commission. Section 405.1030 mistakenly left the language regarding City Council action which should have been revised during the 2008 recodification. This revision will simply confirm the City's process, as the recent Creve Coeur 2030 Plan did not proceed to Council, and accordingly comply with State Law.

i Section 405.1030 Planning and Zoning Commission

E. Powers And Duties. The Commission shall have the following powers and duties:

1. To prepare and submit to the City Council for its approval a comprehensive plan for the physical development of the City or portions thereof and recommended modifications of the same from time to time as deemed in the City's best interest.

1 PLANNING AND ZONING COMMISSION PUBLIC HEARING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, SEPTEMBER 18, 2017

5 6:30 P.M.

6
7
8 PUBLIC HEARING APPLICATION NO. 17-027

9
10 THOSE IN ATTENDANCE:

11 Ms. Beth Kistner, Chair

12 Mr. Tim Carney

13 Ms. Muriel Hall

14 Mr. Don Magruder

15 Mr. Gene Rovak

16 Ms. Heather Silverman

17 Mr. Matthew Schuh

18 Mr. Carl Lumley, City Attorney

19 Mr. Jason Jaggi, Director of Community Development

20 Ms. Whitney Kelly, City Planner

21 Ms. Jessica Stutte, Planning Assistant/Recording Secretary

22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

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

1 CHAIRMAN KISTNER: Okay. Good evening,
2 everyone. Welcome to the Monday, September 18, 2017
3 meeting of the Planning and Zoning Commission.

4 I will start with our call to order.

5 Mr. Carney?

6 MR. CARNEY: Present.

7 CHAIRMAN KISTNER: Ms. Hall.

8 MS. HALL: Present.

9 CHAIRMAN KISTNER: Mr. Magruder?

10 MR. MAGRUDER: Present.

11 CHAIRMAN KISTNER: Mr. Rovak?

12 MR. ROVAK: Present.

13 CHAIRMAN KISTNER: Ms. Silverman?

14 MS. SILVERMAN: Present.

15 CHAIRMAN KISTNER: Mr. Schuh?

16 MR. SCHUH: Present.

17 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

18 MR. LUMLEY: Present.

19 CHAIRMAN KISTNER: Director of Community
20 Development, Jason Jaggi?

21 He is not here right now, but he will be very
22 shortly.

23 City Planner, Whitney Kelly?

24 MS. KELLY: Present.

25 CHAIRMAN KISTNER: And Planning Assistant/

1 Recording Secretary, Jessica Stutte?

2 MS. STUTTE: Present.

3 CHAIRMAN KISTNER: And the Chair is present.

4 (Mr. Jaggi is present.)

5 MR. JAGGI: And now we're ready for Application
6 No. 17-027, text amendments to various sections of the
7 City's zoning ordinance regarding residential development.

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

10 CHAIRMAN KISTNER: Good evening.

11 MR. JAGGI: Good evening.

12 Jason Jaggi, Director of Community Development
13 with the City of Creve Coeur.

14 This is a public hearing and a text amendment
15 involving several proposed amendments to the residential
16 sections of the zoning ordinance.

17 Whitney Kelly and I both thought what we would
18 do is split this up between both of us, and there's a fair
19 amount of material to cover, so I wanted to go through
20 that with you, and then we can have some discussion either
21 as -- we move forward or at the end.

22 And I think there's some members of the public
23 that might also want to provide some comments.

24 So with that, we'll just get started.

25 So where this started and why we're proposing

1 amendments to the residential section of the code is,
2 basically, from several different sources, which -- which
3 are suggesting that we take another look at these
4 regulations. One is the Creve Coeur 2030 Comprehensive
5 Plan, which has several recommendations affecting
6 residential zoning districts and the ordinances related to
7 those areas.

8 Also, with the Board of Adjustment, there are
9 certain items and requests of the Board of Adjustment that
10 are repetitive, which, when you have repetitive requests
11 for variances that also suggests that maybe we need to
12 take a look at it to see if the ordinances need to change
13 to eliminate some of those repetitive requests.

14 And then, further, other items have come up
15 before this Commission over time, and there's also driving
16 the need to review it.

17 We also have, why we took the opportunity, is to
18 also take care of some technical or really just
19 clean-up-type items, so we'll cover that as well, so.

20 What we're going to cover, and what we've
21 identified as areas that need to be examined are as
22 follows. So we want to look at how we measure building
23 height and introduce some new definitions for that;
24 permeable surfaces for site calculation purposes, so how
25 we treat permeable surfaces in terms of the City's

1 requirement or maximum for a residential lot coverage
2 standard dealing with the matters of sport courts, which
3 include tennis courts, hockey courts, basketball -- you
4 name it. I know this -- a lot of you are familiar with
5 requests we had there. We felt like that needed to be
6 kind of cleaned up and clarified.

7 And then also a broader discussion, which we're
8 very anxious to hear your thoughts on in terms of fences,
9 how we regulate fences in the City of Creve Coeur in terms
10 of maybe introducing some design standards for those
11 fences and some other general requirements, which we do
12 not have today.

13 We also want to look at covered porches. This
14 is an item that -- that has been subject to several
15 variances before the Board of Adjustment, basically,
16 having covered porches, which can encroach into a -- into
17 a front yard setback with a minimal amount of distance.

18 Most of those variances are -- are -- variances
19 are granted without a whole lot of fanfare, so we think
20 that's something maybe the City can actually just allow by
21 right under certain conditions.

22 Whitney's also going to talk to you about some
23 wing walls, columns and gates, and how we define these
24 certain elements in the code with a little more
25 predictability, and then how we look at yard areas, how we

1 determine front, side and rear yards, particularly on
2 corner lots. Those need to be treated a little bit
3 differently, and we have some suggestions that would help
4 clarify how those are determined.

5 And, finally, the last item is more of a
6 clean-up measure, but how we specifically define what --
7 what constitutes a surface material for driveways and
8 residential areas.

9 So we'll go through all this tonight and --

10 CHAIRMAN KISTNER: Jason --

11 MR. JAGGI: Yeah.

12 CHAIRMAN KISTNER: -- before we -- that list
13 is -- is pretty long and the subject matters are very
14 different.

15 MR. JAGGI: Yes.

16 CHAIRMAN KISTNER: I'm wondering if we should
17 agree upfront that we want to have discussion after each
18 one before we go on to the next one. I think we get all
19 the way to the end of the list and try to go back, so.

20 MR. JAGGI: Okay.

21 CHAIRMAN KISTNER: Okay.

22 MR. JAGGI: Sounds good to us.

23 We'll -- just as we move along with each
24 section, we'll open up for questions as we go forward.

25 So building height and grade, starting there.

1 In the 2030 Creve Coeur Comp Plan, there's a
2 specific strategy that asks the City to look at how we --
3 how we deal with infill residential redevelopment, and
4 central to that topic were a few things, stormwater and
5 then how we measure height and grading of property.

6 So, as you know, the stormwater ordinance has
7 already been in the works. That's moved through this
8 Commission and is on to City Council, I believe in the
9 first meeting in October, so we've kind of tackled that
10 issue.

11 So we wanted to get into building height and
12 grade.

13 And it's also listed on the plan as an
14 implementation plan as part of an early action item, so
15 that's causing us to look at this earlier rather than
16 later.

17 So how we approached this was we reviewed other
18 cities in the area that are experiencing similar things as
19 Creve Coeur. They're experiencing lot of residential
20 redevelopment, teardowns, rebuilds. There are a lot of
21 other cities in St. Louis County that are also
22 experiencing this -- this type of redevelopment; Clayton,
23 Olivette and Ladue, for example, we looked at those
24 ordinances, and they specifically address how you set
25 building height based on existing conditions.

1 So that's a change, as you can see here, versus
2 how we do things.

3 So, for example, the Clayton ordinance is the
4 one that we found that looking at all these different
5 ordinances that we think is a -- probably a pretty good
6 fit for Creve Coeur. And I'll just kind of touch on this.

7 So the building height, basically, it's that --
8 that vertical distance from the grade -- from grade to, in
9 the case of a mansard roof or a slope -- any type of
10 sloped roof, it's a mean height, so it's not to the
11 tippy-top, so you establish grade and you measure that to
12 the mean height of the roof peak, so that's generally the
13 height between the -- the eave line and the top of the
14 roof, it's a mean height, so it's not to the tippy-top for
15 a sloped roof.

16 That's how we measure roofs today in Creve
17 Coeur, and that's how a lot of other cities do it.

18 When you have a flat roof, then you do not, you
19 know, then you measure to the top of the coping generally
20 with a flat roof. But most residential structures are not
21 flat, they're going to have a sloped roof, they're going
22 to have a hip or a gable, and they're -- and in that case
23 you measure to that mean height. Okay.

24 And then what they use, which is where we want
25 to head into, is that in the case of new construction or

1 additions, building height is measured on the existing
2 grade prior to any construction.

3 So that existing grade is already there. These
4 are established neighborhoods. You're not starting from
5 scratch. There's already grades established, and we think
6 it's more appropriate to measure height based on those
7 grades that are already there.

8 And then so when we do that, we have to
9 determine then we want to add another definition, well,
10 what do you mean by grade. Well, grade is, it's a
11 reference plan that represents the average ground level
12 adjoining the building at the exterior wall.

13 So when people have to come in for a permit,
14 when a homeowner or a developer, whatever the case may be,
15 comes in for a permit, they have to calculate that grade
16 and show it on their drawing.

17 And how that's done is you just take the -- the
18 areas around the building and you create an average, and
19 I'll show you, basically, how that's done.

20 So like I mentioned, our current definition,
21 we -- there's -- it's very convoluted, very -- very
22 difficult to use, essentially, it says you can use the
23 mean height level if the building is not set back from the
24 street.

25 If it is set back from the street, you see here,

1 then you use the finished grade. And so that's where we
2 think there's a disconnect, if you're measuring a building
3 height based on what you're proposing, you can mound up
4 houses, you can kind of create this artificial look that's
5 out of character with residential neighborhoods that are
6 already established.

7 So when we change the -- the method of how you
8 measure height, we think that's going to go down. It's
9 going to be a little more respective to what the houses
10 are around it. Okay.

11 So our new distances, essentially, we're taking
12 very much what Clayton use, again, cause we think that's a
13 good example, and we would, basically, import those
14 definitions into our zoning ordinance in lieu of what we
15 have today. We do a new definition of how we measure
16 height and then adding a definition on grade and what we
17 mean by grade.

18 Does that make sense so far? Okay.

19 So how -- how do you do that? So this is the
20 information we're going to ask people to provide.

21 A lot of new homes, a lot of larger additions,
22 they have project engineers and architects, obviously,
23 that have to do that. They have to submit this
24 information to the City. And there's going to be a
25 requirement calculation that we're going to be asking for

1 if this goes forward.

2 And, essentially, what you do is you take, in
3 this example here, you have the footprint of the structure
4 already here, and you just add up the -- the dimensions
5 around the structure and you -- and you do spot elevations
6 on these corners, and then you average all of those
7 distances.

8 And what you do is you come up with a grade --
9 an average grade, and this is in metrics, cause we got
10 this from Canada, so we -- that's why it looks kind of
11 strange, but, essentially, it's mean sea level data.
12 That's your average grade that you're going to calculate,
13 and then you set the height from there. So that does not
14 take -- that takes into account the average of the
15 structure itself. And we -- in looking at the area from
16 where the house would have been built.

17 CHAIRMAN KISTNER: So if there's 40 feet of one
18 grade and 20 feet at another grade, they will be
19 proportionate --

20 MR. JAGGI: Yes.

21 CHAIRMAN KISTNER: -- that the one -- the
22 40 feet would have a greater -- that grade would be
23 greater proportion?

24 MR. JAGGI: Right. Yes.

25 MR. MAGRUDER: Where do you measure it from?

1 MR. JAGGI: You measure it from the points -- so
2 if you go back to the ordinance here, you would measure,
3 if it's existing here, if it slopes away from the
4 property, from the structure, you'd measure it at a point
5 6 feet away from the building and you have those
6 elevations, and then you'd average those elevations around
7 the structure to get your mean height.

8 MR. MAGRUDER: Oh, I see. Okay.

9 MR. JAGGI: And this is a -- as we research
10 other cities, there's several of them that do it this way.

11 How that looks on a -- you can see here it's a
12 section drawing, so this is an example to show you how
13 this kind of works. So with a new house, this is kind of
14 the existing natural grade. When you use this -- when you
15 compute the average grade, it's this reference plane right
16 here. So it doesn't -- and so that average takes into
17 account the average height here and then down here and
18 around the structure.

19 You can see here, this is existing, no change.
20 Existing structure here. In this structure, there's been
21 fill or they call it berming that's been added. Under any
22 scenario, the grade is the same because it's average
23 exist, not what you're doing after.

24 CHAIRMAN KISTNER: And if there's no structure
25 on there, you -- you take -- you grade of the open area

1 before any construction of grading begins?

2 MR. JAGGI: What we would have to do to
3 implement this more correctly, is we would have to
4 integrate that as part of a demolition permit process.

5 So we can -- as a demolition permit, if they're
6 going to be replacing the house, we'd want to get those
7 grades beforehand, otherwise we would take the grade in
8 its natural state after.

9 CHAIRMAN KISTNER: Okay.

10 MR. ROVAK: Would that be then based on -- and
11 it's not a demo project, if this is a bare lot.

12 MR. JAGGI: Uh-huh.

13 MR. ROVAK: That would be on the projected, the
14 footprint, 6 foot out from the footprint of the proposed
15 building in that case, is that right?

16 MR. JAGGI: Yes. Well, we want to use existing
17 grade.

18 MR. ROVAK: Well, no, I mean but dealing with
19 the existing grade, with respect to as to where you'd
20 choose it --

21 MR. JAGGI: Uh-huh.

22 MR. ROVAK: -- so you drop the proposed
23 footprint of -- of the building?

24 MR. JAGGI: And then you can measure there --

25 MR. ROVAK: Out 6 feet from that?

1 MR. JAGGI: Yeah.

2 MR. ROVAK: But you're then measuring the
3 existing grade along that perimeter?

4 MR. JAGGI: Right. Where the house would be
5 placed.

6 MR. ROVAK: Okay.

7 CHAIRMAN KISTNER: Because, presumably, there's
8 some properties where demolition has already happened, up
9 on Olive, for example --

10 MR. JAGGI: Yeah.

11 CHAIRMAN KISTNER: -- and so that's already
12 happened. So now it's just, since nobody could get a
13 grading permit -- you can't start any grading without a
14 permit --

15 MR. JAGGI: Correct.

16 CHAIRMAN KISTNER: -- correct?

17 So that would become a part of any sort of
18 grading?

19 MR. JAGGI: Yeah, and you can't -- you can't
20 demolish a house without a permit.

21 CHAIRMAN KISTNER: I knew that. But I'm talking
22 about places that have already had demolition grading.

23 MR. JAGGI: I think the method Mr. Rovak was
24 describing, that's how we would implement that. So we'd
25 have a little bit of rule-making in terms of, you know,

1 how are we going to implement this. And I think that
2 would be a good -- okay, you can place where the
3 structure's going to go if it's a vacant lot. That's how
4 you measure that existing grade as exist today and develop
5 your height from there.

6 MR. ROVAK: Okay. Thank you.

7 MR. JAGGI: Anyway, this -- so this kind of
8 explains how that would work.

9 But the main point is where you have that grade,
10 that doesn't change based on what you're going to do on
11 the lot, that's a fixed grade representation, and then you
12 would measure the height from it. Okay.

13 I'm going to leave the height, unless there's
14 any other questions on that. That's probably the most
15 complicated or technical of these definitions.

16 Whitney was reminding me, we want to make sure
17 we cover additional comments that we may want to receive
18 prior to moving forward from some developers and
19 architects and engineers to get feedback.

20 CHAIRMAN KISTNER: I was going to ask that.

21 MR. JAGGI: Yeah.

22 CHAIRMAN KISTNER: Because, although I'm sure
23 developers want as new of restrictions --

24 MR. JAGGI: Uh-huh.

25 CHAIRMAN KISTNER: -- and, you know,

1 requirements as possible, I do want to know if there are
2 any real hardships that are generated by this.

3 MR. JAGGI: Right.

4 CHAIRMAN KISTNER: So we would -- you'll be
5 bringing that back to --

6 MR. JAGGI: And we'll -- I think we need to
7 cover that before we leave the public hearing or continue
8 it.

9 We have some ideas to get information, so we
10 make sure there's no -- nothing out there that would
11 create a problem.

12 MS. SILVERMAN: Just out of curiosity, how many
13 cities locally have implemented something similar?

14 MR. JAGGI: We have Clayton, Frontenac, Ladue
15 and Olivette, I think are the ones -- they don't use this
16 exact language, but they require existing grades to set
17 height prior to construction.

18 MS. SILVERMAN: But they're doing a similar --

19 MR. JAGGI: They're doing a similar, yeah.

20 Frontenac, I would say, is more restrictive.
21 Frontenac doesn't allow you to add anything to it without
22 specific approval, any fill at all.

23 I think this probably takes care of the concern
24 and speaks to, you know, changes in topography combined
25 with the stormwater ordinance that's there. I think we

1 have enough protection combined.

2 Because you have to account for slope, every lot
3 has slope. So this is a good way to be able to account
4 for that. And not just look at the front of the house or,
5 you know, this -- this gives you an average around the
6 whole structure, so I think it's a good way to --

7 Any other questions on this particular --

8 MR. CARNEY: I have one other question, and you
9 may have covered it.

10 But once you set -- determine that level, and
11 you're showing on this diagram where they put infill, but
12 they could also take your house, to have like a walkout
13 basement, they could take away as long as they had that
14 set height, correct?

15 MR. JAGGI: Correct.

16 MR. CARNEY: And then they met the stormwater
17 requirements?

18 MR. JAGGI: Right.

19 If we get comments back from any of the
20 developers or builders, I suspect that might be one
21 comment we get, is that the market is driving and the
22 consumers prefer walkout basements. They prefer taller
23 ceiling heights in new homes. There's a certain
24 expectation that buyers have for -- for new homes,
25 particularly in this type of market. I would say, you

1 know, that's something that we're probably going to hear,
2 you know, would this prohibit that. I would say it all
3 just depends on, you know, on your grade and your height.

4 MR. ROVAK: Well --

5 MR. JAGGI: It doesn't specifically prohibit it.
6 It just sets --

7 MR. ROVAK: It wouldn't prohibit, I guess, what
8 some concern might be would be when you're talking about
9 measuring height. Once we've established this plane, but
10 if we break that plane with an excavation with a walkout,
11 that they're not stuck with the consideration of that
12 height going down to the bottom of that excavation, but
13 remaining with respect to the building plan.

14 MR. JAGGI: Cause if --

15 MR. ROVAK: Cause from what I've heard, looks
16 like that -- we can be reassured.

17 MR. JAGGI: Yeah.

18 MR. ROVAK: We can reassure them that.

19 MR. JAGGI: Right. I mean here is -- right. It
20 just depends on how you measure that height.

21 MR. ROVAK: Right.

22 MR. JAGGI: And it's -- 35 feet is our height
23 for single-family residential.

24 MS. SILVERMAN: And is that currently --

25 MR. JAGGI: Which, I would just say from our

1 Building Division staff, we did consult with them as well,
2 to see what they thought of this, and they have told us
3 that they're -- it's very rare, in fact, they couldn't
4 even think of one where there's been an application come
5 through where there's been a height concern.

6 We -- we'll be taking more of a closer look at
7 it because it's existing grade, so it's a little more
8 tougher to build a taller home when you're measuring it
9 this way.

10 But 35 feet should get you, you know, should be
11 plenty for height in terms of, you know, the taller first
12 floor ceiling levels.

13 In some cases, it would allow for walkout
14 basements, especially if the existing grade would allow
15 that. It may be a little more difficult to have a walkout
16 basement if you're trying to raise the house up to create
17 that, and that's the issue.

18 But I think that's intentional, that then that
19 becomes a character issue, that goes back to square one is
20 where -- we're -- in order to do that, well, then the
21 house has to be mount -- has to be raised. Then we
22 have -- then it's not in compliance or not in keeping with
23 the character of the existing neighborhood and on and on.

24 MS. SILVERMAN: But there -- there are certainly
25 ways around that too. I mean if you have that -- if you

1 have your walkout basement in the shallow side, and you
2 have something that doesn't have two stories, then it's
3 just one story, and then the second story doesn't go over
4 that part, you can easily get around that.

5 CHAIRMAN KISTNER: Mr. Lumley.

6 MR. LUMLEY: Just occurred to me, do we -- do we
7 have concerns about the castle-like towers that are pretty
8 common architectural feature? Is that height limited as
9 well, or are we looking at the height of the main
10 structure?

11 MR. JAGGI: We would look at the highest roof
12 structure, the mean height to that.

13 MR. LUMLEY: So, okay, so they can't add the
14 Rapunzel tower. Okay.

15 MR. JAGGI: You can see height typically with
16 chimneys and things like that, but if it's a living area
17 and it's part of the home, we would -- we would count
18 that.

19 MR. LUMLEY: Okay.

20 MR. JAGGI: Yeah.

21 CHAIRMAN KISTNER: And part of that, I mean even
22 if you -- if you were somehow to not count that leveling
23 out, that, you know, the below grade level area, if you
24 happen to be a subdivision behind that's low, those things
25 are monstrous, when you see how tall they are from that

1 back side, that is the, you know, the main grade level
2 perhaps of the subdivision right behind it.

3 MS. SILVERMAN: Right.

4 CHAIRMAN KISTNER: So I'm -- I'm very -- since
5 I've seen some examples of that that created, you know,
6 where there's a difference in grade between two streets,
7 it's really pronounced from the back there, and they look
8 like walls.

9 MR. JAGGI: Town and Country looked at that
10 issue specifically when they did some revisions. If you
11 remember, we had an intern here last summer, with that
12 information, they were looking at that exact -- at that
13 exact issue. The impact on all sides of the home --

14 CHAIRMAN KISTNER: Right.

15 MR. JAGGI: -- not just the front -- just not
16 the street level.

17 CHAIRMAN KISTNER: Not the street level.

18 MR. JAGGI: So, you know, how far do you go, how
19 big of an issue it is, you know, I think this is a -- this
20 is a really good start to see if we can -- I think it
21 addresses kind of everything more comprehensively when you
22 measure in this -- in this fashion without dictating a yes
23 or no on a specific elements of that part of
24 the (inaudible).

25 Okay. So the next topic is permeable pavers for

1 coverages.

2 Again, this is an item that was brought up as
3 part of our Comprehensive Plan, which states the City
4 should look at limiting permeable pavements that doesn't
5 count toward your site coverage requirement.

6 So in the A Single-Family zoning district,
7 that's our most common zoning district, your site coverage
8 is limited 25 percent. Okay. That includes the footprint
9 of the home, driveways. It excludes the small sidewalk
10 areas to the house, I think 4 feet or less, but mostly
11 it's all artscape.

12 What we thought would be a good kind of solution
13 here is, first of all, we think that, you know, we need to
14 give some credit to permeable surfaces because there's an
15 environmental benefit to those, so don't want to come --
16 come down too hard or say, you know, you shouldn't install
17 these things, it's bad.

18 But what we did have some concern with and what
19 we thought might be even more appropriate approach is
20 that -- is to limit that area that counts, cause,
21 otherwise, to most people, if you see these patios and
22 pavers, it looks like artscape, it's still coverage to
23 some degree, it takes out green space.

24 So our -- our -- our position on this is that
25 if -- if we continue to allow permeable pavers, and that

1 could be permeable surfaces including permeable pavers
2 porous concrete, porous asphalts, whatever the case may be,
3 these are engineered systems, so they're not just somebody
4 laying out a brick paver pad, that's not what we're
5 talking about here.

6 These are systems that are designed and
7 engineered to -- to collect stormwater, to have them drain
8 through the system in a -- in a very methodical way. So
9 we're proposing that -- that the credit be limited to
10 50 percent.

11 So if the homeowner is up against that
12 25 percent, they can't add any more coverage without
13 taking it out somewhere. This option would still be
14 available, but it would be counted in half with the
15 surface area.

16 So if you have a 500 square foot permeable paver
17 patio system that's engineered, that's installed and
18 approved correctly, you would be able to count 250 feet of
19 that towards -- towards your calculation.

20 MR. ROVAK: Do we hold residential construction?
21 I mean I'm a big proponent of permeable pavement.

22 MR. JAGGI: Uh-huh.

23 MR. ROVAK: But at the same time, I know what
24 goes into it, and what the requirements are, certainly on
25 an institutional basis, and is there something in our --

1 or will there be something in our code that will hold
2 residential construction to the same standards?

3 In other words, in the depth of subgrade, the
4 depth of our open-graded rock, et cetera, et cetera, are
5 we holding them to those same standards in order to -- to
6 count this?

7 MR. JAGGI: We would have to, under this
8 requirement, we would have to.

9 MR. ROVAK: Okay.

10 MR. JAGGI: I believe we are doing so now,
11 but -- and that -- that was the point I was trying to make
12 is that, you know, it's not a permeable system unless it's
13 engineered to that -- more to that function.

14 Which you're correct, Mr. Rovak, there has to --
15 it has to be an engineered system, and under drain, you
16 have to have certain voids and solid for infill. All that
17 stuff has to be designed to store the amount of water.

18 So, yes, any permit that comes to us, we're
19 going to, okay, if it's permeable paver, you need to show
20 us how this is going to be constructed, and we do get
21 those.

22 CHAIRMAN KISTNER: What about in our commercial,
23 do we have extra coverage available in commercial
24 properties? Do we have a --

25 MR. JAGGI: We count it at 100 percent.

1 There -- the only -- the only incentive we have
2 is on the residential side, and that was on the full 100
3 percent, so we're thinking that that should be brought
4 down to be a little more reasonable. And we can look
5 to -- we can look at other commercial side at some point
6 in the future, but, yeah, we count that 100 percent.

7 CHAIRMAN KISTNER: And Whitney wants to say
8 something.

9 MS. KELLY: I was just going to clarify the site
10 coverage definition for commercial property. Doesn't
11 discuss impermeability or it's just any surface parking --
12 surface parking.

13 We do exclude pedestrian pathways and plazas,
14 which can be covered. That is excluded from site coverage
15 for commercial properties, but any parking lot is required
16 to be counted.

17 MR. ROVAK: So I mean I don't want to get into
18 that now because we have so much --

19 MS. KELLY: Right.

20 MR. ROVAK: -- but is that on the table for some
21 time in the future, that kind of incentive we are -- okay.

22 Thank you.

23 MS. SILVERMAN: What I think I'm hearing, and I
24 certainly would like that to come up at some point, and
25 I --

1 MR. ROVAK: The adoption of the standards may
2 bring some of that --

3 MS. SILVERMAN: Right.

4 MR. ROVAK: -- to the table.

5 MS. SILVERMAN: And I would think for that being
6 100 percent of residential is reasonable.

7 CHAIRMAN KISTNER: Are we -- is this the end of
8 this topic?

9 MR. JAGGI: It is, yes.

10 CHAIRMAN KISTNER: Okay. So I want to just kind
11 of take a quick poll.

12 Does anybody have any concerns about the
13 50 percent or would like to consider something more or
14 less than the 50 percent being proposed?

15 Seems -- yeah, seems reasonable to me, but --

16 MR. MAGRUDER: I like the 50. I wouldn't want
17 to go more than that.

18 MS. SILVERMAN: No, certainly not.

19 CHAIRMAN KISTNER: Okay.

20 MR. CARNEY: I agree.

21 CHAIRMAN KISTNER: All right.

22 MR. JAGGI: Okay. So I'm going to turn it over
23 to Whitney Kelly. She's going to talk to you about the
24 next few topics, and we'll continue in the same way, take
25 questions as we go along.

1 MS. KELLY: Whitney Kelly, City Planner for the
2 City of Creve Coeur.

3 The next few items deal with the sports court,
4 accessory uses and structures and fences and walls, and
5 some minor technical cleanup issues.

6 So as you all --

7 CHAIRMAN KISTNER: One second. There's other
8 people, and people have been coming in to speak, since we
9 are sort of taking comments section by section, if there's
10 anybody who wants to comment on a particular -- I'll get
11 to everybody at the end, but if there's a particular issue
12 that somebody's here to comment on, it might be helpful
13 for you to raise your hand once we start the discussion
14 section of that.

15 MS. KELLY: So as you are aware and often comes
16 up, is sports courts. Under private recreation facility,
17 it specified tennis courts, however, we are now seeing
18 more and more basketball courts and hockey facilities,
19 things like that. We had them come before you under
20 review as the same as tennis court because the fence often
21 requires the same standard as per your review.

22 So we are just looking to include within the
23 definition, you know, basketball court, racquetball court,
24 other game court, and all other similar within private
25 recreation facility, and that they all be set back from

1 the property line at least 15 feet.

2 The second part were patios construction --
3 constructed in conjunction with any other -- with a
4 swimming pool can be a little closer at 10 feet. That's
5 actually just a clarification issue. That was elsewhere
6 in the zoning code, and so we were trying to get all those
7 issues in one area.

8 We had three different areas where swimming
9 pools were covered, so we were trying to get them narrowed
10 down.

11 So, yeah, so then -- and then the rest of that
12 section under 460 dealt with swimming pool fences, so we
13 moved that to fences in general.

14 MR. MAGRUDER: Okay.

15 MS. KELLY: It also talks about -- one of the
16 other things that we often get into is fences and walls
17 are an allowed use or permitted within any required yard
18 provided they meet with Section 405.640, fences, so we've
19 gotten into what is the -- what is the difference between
20 a wall and a fence.

21 We've included that any fence that where it is
22 allowed, it's an ornamental entry column and gate is
23 allowed, but any expansion from that is considered a fence
24 or wall.

25 So we were just simply adding that all -- that

1 walls be included as part of any fence regulation, cause
2 they, essentially, the same, so.

3 We're also seeking to remove hedges from this
4 category because staff does not review private landscape
5 plans for every residential property. We wouldn't be able
6 to -- they've used a hedge as a means of privacy in
7 placement of a fence. We don't want to get involved in
8 regulating those at this time, so we're just removing the
9 hedge from that. That should have been deleted under --
10 in that section, so.

11 CHAIRMAN KISTNER: And allowing the wing walls
12 as decorative elements?

13 MS. KELLY: Right.

14 And this is similar, I think all of you were
15 part of the Bellerive Enclave. When it's considered an
16 extension of the home, generally you've always approved
17 it, so we just thought we would include it as an allowed
18 within the front yard, as long as it's an extension from
19 the home. 5 foot is a general standard that we see a lot
20 of places, so we just included as part of that as 5 feet
21 and kept it relatively small at 4 feet tall.

22 MR. ROVAK: This language consolidates, so yards
23 and fences --

24 MS. KELLY: Correct.

25 MR. ROVAK: Further along in here by -- is there

1 a necessity where we have to make a distinction between
2 yards -- between walls and fences or --

3 MS. KELLY: Yes, it is. The wing wall is -- is
4 when it's attached to the home, and it can be no --
5 project no more into a front yard setback than 5 feet.

6 And this is consistent with unenclosed front
7 porches, structural overhangs are allowed to project
8 within 5 feet of any required yard.

9 So when it's further out into a front yard, that
10 would still prompt your review.

11 MR. ROVAK: No, that's -- that's really not what
12 I meant. I understand that.

13 I'm saying we have, let's say a given location,
14 not a wing wall, it's not an extension, so it is a wall or
15 fence --

16 MS. KELLY: Uh-huh.

17 MR. ROVAK: -- do we then have -- are there some
18 provisions or some reasons where we have to treat walls
19 and fences separately or --

20 MS. KELLY: Yes, that's all under Section
21 405.640.

22 MR. ROVAK: Okay.

23 MS. KELLY: That will be coming up next.

24 MR. ROVAK: Oh, okay.

25 MS. KELLY: Fences and walls. And that's why we

1 started approving all of the swimming pool fences and all
2 of that other stuff within that category.

3 MR. ROVAK: Okay.

4 MS. KELLY: So.

5 And because we currently don't have any actual
6 definitions of columns and gates, we are proposing that
7 they -- that we include stuff.

8 And this is one of our discussion points for
9 tonight, we would like to get your feedback. While we
10 allow columns and gates, it is the fence or wall that
11 requires your Planning and Zoning -- Zoning Commission
12 approval.

13 We often find that it seems rather odd that we
14 would allow such features, like at this home, without
15 review, but in the expansion of that, which would -- the
16 fence was actually denied.

17 And it's inconsistent -- so we tend to think
18 that in -- in this type of setting, the gates and the
19 columns and the fence should all be reviewed at the
20 Planning and Zoning Commission together. To separate them
21 out, to allow for one and not the other, just seemed
22 rather inconsistent with the overall goal and objective --
23 objective of the yard regulations, so.

24 So that is one thing that we would like to have
25 your discussion and input on. This would be a change, so

1 we're defining entry columns to be no more than 24 inches.
2 Because some people are going, hey, I got this 25 foot
3 wide, but it's a column, and so we're just defining it,
4 and that is consistent with what is allowed for a
5 decorative mailbox.

6 And then defining the gate as a movable frame or
7 structure that's -- that's in the opening of a fence or
8 wall and vegetation that is connected to the column for
9 support, so.

10 CHAIRMAN KISTNER: So to the point of that --
11 that mailbox --

12 MS. KELLY: Uh-huh.

13 CHAIRMAN KISTNER: -- is that a column that
14 would then require Planning and Zoning approval?

15 MS. KELLY: No, a mailbox is generally in the
16 right-of-way, and that is specifically allowed through a
17 Public Works permit.

18 CHAIRMAN KISTNER: Okay.

19 MS. KELLY: Or delivery of mail. So we just
20 wanted to keep the standard of the maximum width --

21 CHAIRMAN KISTNER: Okay.

22 MS. KELLY: -- allowed for a decorative column
23 for a mailbox to 24.

24 CHAIRMAN KISTNER: Okay. It doesn't inaugurate
25 any regulations for mailboxes?

1 MS. KELLY: No.

2 CHAIRMAN KISTNER: Okay.

3 MS. KELLY: So this is another photograph where
4 you can see where the mailbox here was allowed, and then
5 the entry columns at the point of entry for the driveway,
6 and then at the corner of the property was allowed, and
7 then you have even another one up here. And we just felt
8 like when they're out in the yard with no connectivity,
9 no -- that they seem inconsistent with the Design
10 Guidelines, and kind of oddly placed them out of
11 character.

12 CHAIRMAN KISTNER: Is there a light -- is it
13 holding a light, is that -- I can't --

14 MS. KELLY: This one -- yeah, this one seems to
15 be holding a little lantern right there. And I can't tell
16 if that one is or not, but I think it is too, so.

17 So that was just an example where like, okay,
18 are you happy -- are you okay with this or do we really --
19 do you --

20 CHAIRMAN KISTNER: To me, that -- that is a
21 reason, sort of a perfect example of why allowing columns
22 without any kind, you know, treating them differently
23 probably does not make any sense.

24 MS. KELLY: Right.

25 MS. SILVERMAN: I would concur. I mean I

1 think if --

2 MR. CARNEY: That looks to be 15 feet from the
3 lot line too, right, is that why they're there?

4 MS. KELLY: Right. And that's -- that's really
5 why we were saying that it really should be, cause the
6 property lines are off 10 to 15 feet from any of the
7 actual road. So to have the columns just kind of out in
8 the middle of the yard seems kind of odd.

9 CHAIRMAN KISTNER: And this doesn't say it can
10 never happen, it simply means it would then require
11 review?

12 MS. KELLY: Right.

13 MR. MAGRUDER: That's an awfully big light pole.

14 MS. KELLY: Yeah. So --

15 MS. SILVERMAN: Now, if they wanted a column
16 that's bigger than 24 inches, that would be possible, you
17 would just have to go to review, is that correct?

18 MS. KELLY: Right.

19 MS. SILVERMAN: Okay.

20 MS. KELLY: And that's actually --

21 CHAIRMAN KISTNER: This has a column at the
22 maximum of 24 inches.

23 MS. KELLY: Yeah.

24 MS. SILVERMAN: So that's as much as the column
25 can be?

1 MS. KELLY: Right. Without review at the
2 Planning and Zoning, and we can certainly clarify the
3 language if it needs to be.

4 But we changed it to -- hold on. If you go to
5 page 19 of your packet, and I have it further down --

6 MS. SILVERMAN: It would be --

7 MS. KELLY: It -- yeah, it's any fence or wall,
8 columns and gates within the front yard setback is, I
9 think, how we were wording it.

10 MS. SILVERMAN: I think --

11 MS. KELLY: Where did it go?

12 MS. SILVERMAN: For the sake of time, I just
13 think that in terms of keeping, you know, if you've got --
14 homes in Creve Coeur vary pretty widely in size --

15 MS. KELLY: Yeah.

16 MS. SILVERMAN: -- 24 inches might look great in
17 front of one and kind of silly in front of another --

18 MS. KELLY: Yeah.

19 MS. SILVERMAN: -- depending upon the -- the
20 size of the home it's going with, so ensuring that it can
21 be --

22 MS. KELLY: Consistent with the overall design
23 and scale of the home.

24 MS. SILVERMAN: Home.

25 MS. KELLY: So if you look at Page No. 19 under

1 Section 405.640, fences and walls.

2 MS. SILVERMAN: Uh-huh.

3 MS. KELLY: C, it's the last sentence that says,
4 "All other walls, entry columns, gates and fence design
5 shall be subject to site development plan approval in
6 accordance with Section 405.1080".

7 MS. SILVERMAN: Okay.

8 MS. KELLY: Yeah --

9 MS. SILVERMAN: If you want to do --

10 MS. KELLY: So if it was larger than --

11 MS. SILVERMAN: So if it's 10 feet.

12 MS. KELLY: Yeah, we could bring it for your
13 review.

14 MS. SILVERMAN: We can -- we can look at it.

15 MS. KELLY: Carl.

16 MR. LUMLEY: Just occurred, do we really want to
17 limit entry columns to require them be connected to a
18 gate?

19 After looking at that picture, it is a
20 freestanding entry column.

21 MS. KELLY: Yeah, we can -- we can look at
22 re-wording that, so if it -- you just want a freestanding
23 column and not connected to the gate, we can look at that.

24 So, but are we feeling comfortable with having
25 it -- the columns moved to Planning and Zoning and gates

1 moved to Planning and Zoning Commission?

2 MS. SILVERMAN: I mean I think it's all in or
3 all out.

4 MS. KELLY: Yeah, that's kind of how we were
5 feeling. The splitting of the hair was getting -- yeah.

6 MS. SILVERMAN: Okay.

7 MS. KELLY: So.

8 So then next is often a discussion point for the
9 planning -- or the Board of Adjustment, which is front
10 porches.

11 And when there is an existing home that was
12 built around mid-century, front porches wasn't part of the
13 normal standard at the time.

14 As styles have changed, people see, you know,
15 want coverage from weather, want a more inviting entry,
16 almost always a front porch is granted, the variance for a
17 front porch is granted.

18 It -- so we have also allowed for that
19 protection into the front yard setback.

20 The current regulation is simply that an
21 unenclosed porch, stepped paved terraces and the current
22 regulation says an unroofed front porch, may project into
23 the side yard, provided that it's no more than 12 feet in
24 width.

25 We also allow a structural overhang, so the roof

1 can protect up to 5 feet. But a lot of the time they
2 can't handle the wind load of just the projection if it's
3 an existing home.

4 And we heard from one of our building plan
5 reviewers in the Building Department that they heard that
6 12 feet is really too narrow to create a more inviting,
7 and you're not adding livable space, it really should be
8 at least 15 feet. Therefore, with bigger homes, we were
9 thinking that we would allow that such porch can project
10 up to 5 feet into the front yard, and that it's up to
11 50 percent of the front elevation.

12 CHAIRMAN KISTNER: And by front elevation,
13 meaning the -- is that the --

14 MS. KELLY: No, the width of the home, yeah,
15 current, so.

16 MS. SILVERMAN: So you can have a front yard --
17 so it can go 5 feet out, and then if your home is 30 feet,
18 then you can have a 15 foot --

19 MS. KELLY: Right.

20 MS. SILVERMAN: -- width?

21 MS. KELLY: Right. Cause that's how we would
22 look at that.

23 MR. MAGRUDER: So is that saying --

24 MR. CARNEY: Would it make sense to maybe go
25 10 feet, if you're going to have a 30-foot porch? I think

1 the scale of that might look better with a little further
2 out too, but --

3 CHAIRMAN KISTNER: That's 5 feet up to. 5 feet
4 is a minimum, but up to.

5 MR. CARNEY: Oh, it's --

6 MS. KELLY: No, that's the depth from the front
7 of the home is the 5 -- 5 feet.

8 MR. CARNEY: It can project into the front yard?

9 MS. KELLY: Right. Can project up to 5 feet, so
10 if they want it bigger, they can just move the house. If
11 they're building new, they can move the house back.

12 The reason why we really wanted to keep it at
13 5 feet is that is consistent with a lot of our other
14 regulations for yard encroachments for structural
15 overhangs, for, you know, the wing walls, and we didn't
16 want to get into examining that whole character.

17 There's always the option -- if they do want
18 larger, there's always the option for a variance. We're
19 just trying to deal with most of the request within this
20 area.

21 MS. SILVERMAN: I mean a 5 foot -- 15 foot front
22 porch is a pretty sizeable --

23 MS. KELLY: Yeah.

24 MS. SILVERMAN: -- porch.

25 MS. KELLY: Uh-huh. So.

1 MR. MAGRUDER: I'm not sure I understand. Such
2 portion of terraces no more than 50 percent of the front
3 elevation.

4 Does that mean you can't have a porch that goes
5 all the way across the front of the house?

6 MS. KELLY: Correct.

7 MR. ROVAK: Yeah, I'm trying to relate this.
8 And I just, in other words, my house, which pre-dates our
9 annexation, and maybe it's nonconforming, I don't know,
10 but it's very typical in my neighborhood where you have a
11 projecting front porch for the, I'll call it the entry,
12 living and dining area --

13 MS. KELLY: Uh-huh.

14 MR. ROVAK: -- and then bedrooms with windows
15 don't have that porch.

16 MS. KELLY: Right.

17 MR. ROVAK: And so it, obviously, I've lived
18 there forever, so it looks very normal to me, but that's
19 the image that I -- I'm getting. So it's a rather large
20 expanse in terms of width --

21 MS. KELLY: Uh-huh.

22 MR. ROVAK: -- along with front elevation.

23 CHAIRMAN KISTNER: Aren't there some though
24 that --

25 MR. ROVAK: It stops when the bedrooms stop --

1 start.

2 CHAIRMAN KISTNER: Aren't there some that are
3 100 percent though? Aren't there some that are
4 100 percent at the front elevation?

5 (Talking over each other.)

6 MS. KELLY: (Inaudible) Board of Adjustment.

7 MR. MAGRUDER: Maybe not in Creve Coeur, but go
8 to Kirkwood, Webster --

9 MS. KELLY: Correct.

10 MR. MAGRUDER: -- cities like that that have
11 some of the older homes that just wrap-around porches and
12 so forth.

13 CHAIRMAN KISTNER: Talk one at a time.

14 MR. MAGRUDER: I'm sort of surprised we're
15 looking at 50 percent here.

16 MS. KELLY: We just wanted to keep it in scale.

17 We felt that the reason that it was specified is
18 unenclosed and unroofed. It was the amount of structure
19 within the setback. So just limiting it to the 50 percent
20 of the elevation provided more than what is currently
21 allowed, but didn't expand it too far where people --
22 where it got back to, well, that's a lot within the
23 setback.

24 So, but if you would like for us to look at
25 wider, we can certainly consider that.

1 MR. MAGRUDER: I don't quite know how to deal
2 with that. If someone wanted to build a home that looked
3 like a home that was built turn of the century with a -- a
4 wrap-around porch, for instance, how would we accommodate
5 that?

6 MS. KELLY: Well, they would have to build it
7 behind the setback.

8 MR. MAGRUDER: Okay.

9 CHAIRMAN KISTNER: So this is only --

10 MR. MAGRUDER: Got you.

11 MS. KELLY: Only allowing the projection up to 5
12 feet.

13 MR. MAGRUDER: The setback?

14 MS. KELLY: Yeah.

15 MR. MAGRUDER: Okay.

16 MS. KELLY: In the setback. They can still do a
17 porch, provided it's moved back beyond the 50 -- 50-foot
18 setback or something.

19 MR. MAGRUDER: That was a huge help. Thank you.

20 MS. KELLY: Yeah.

21 MR. MAGRUDER: That cleared that up for me.

22 CHAIRMAN KISTNER: So if it's not inside the
23 front yard setback, it can be 100 percent of the --

24 MS. KELLY: Correct.

25 MR. MAGRUDER: That helped me a lot. Thank you.

1 MS. KELLY: So if there's not anymore questions,
2 we'll move on to our definition of yards.

3 MR. CARNEY: I have one more thing --

4 MS. KELLY: Okay.

5 MR. CARNEY: -- on the hedges.

6 We don't really regulate hedges now, do we?

7 MS. KELLY: No, we don't. We don't review
8 private landscaping on the private property. So that's --
9 that's what -- why this guy was able to do what he did.

10 MR. MAGRUDER: Yeah, exactly.

11 MS. KELLY: He built a hedge to cover around to
12 the front of the home and added the columns and gates to
13 create more sense of privacy, but we just don't -- we
14 don't have the staff or, you know, someone to go to review
15 everybody's private landscaping.

16 MR. ROVAK: But we do regulate that in terms of
17 corner visibility at intersection corner?

18 MS. KELLY: Pretty much. Although, generally,
19 if the -- if the property lines are 10 to 15 feet back
20 from the road, the visibility at the corner is not an
21 issue.

22 MR. ROVAK: Right.

23 MS. KELLY: Okay.

24 MR. ROVAK: Okay.

25 MS. KELLY: So.

1 CHAIRMAN KISTNER: And then this proposed
2 regulation would not prohibit the columns spaced
3 unconnected by a fence with a hedge, but it would have to
4 come --

5 MS. KELLY: Correct.

6 CHAIRMAN KISTNER: -- for review?

7 MS. KELLY: Correct. Because in that sense,
8 it's pretty much acting as a fence within a front yard.

9 We just don't want to get into regulating
10 landscaping, but columns, they require a building permit
11 and, therefore, we do think that that should be --

12 MR. CARNEY: Thank you.

13 MS. KELLY: And we do have several residents
14 here wishing to talk on this issue, so after Jason speaks,
15 just to let you know.

16 MR. JAGGI: Thank you, Whitney.

17 The next topic is how we define yard areas. So
18 the current way that we do that is our definition of yard
19 really doesn't have a whole lot of predictability to it.

20 And so when -- when you have corner lots, well,
21 what's the front yard and how do I establish the rear yard
22 and the side yard when you have a corner lot, which,
23 essentially, requires two front yard setbacks.

24 We kind of look at a different -- a lot of
25 different variables to make that determination because our

1 ordinance really isn't very detailed in that regard.

2 So right now we kind of look at, you know,
3 what's the prevailing character in the neighborhood, we
4 try to kind of just assign these yard areas based on the
5 proposal, which gets a little difficult, to be honest with
6 you.

7 So what we'd like to do is we'd like to provide
8 some real direct clarity on what's -- how we define yards,
9 particularly for corner lots based upon the dimensions of
10 the lot, not necessarily orientation matters that are kind
11 of subjective in terms of where should the house be
12 positioned on the corner lot. Should it face one street
13 or the other or what happens when it faces the corner,
14 when it addresses the corner, then what do you do.

15 We think there's a better way to kind of look at
16 this. And, again, other cities in the area define yards
17 in this -- in this fashion, Clayton, Ladue and Olivette do
18 it the way that we're proposing that we need.

19 So to revise that -- that ordinance, what we're
20 wanting to do is we would define yard areas based upon the
21 street frontages. So, and particularly on a corner lot,
22 so a corner lot shall have two front yard setback
23 equivalents.

24 So when you're on a corner lot, you're required
25 to have a front yard setback along both street frontages.

1 And then how do you -- how do you determine yard
2 areas, is based upon which frontage has the lesser street
3 frontage and which frontage has the greater frontage.

4 So we would assign the side yard to be opposite
5 of that front yard that has the greater street frontage,
6 and the lesser street frontage, the opposite of that would
7 be the rear yard in all cases.

8 So in that -- in that instance, we wouldn't care
9 about how the house is oriented, that doesn't come into
10 play.

11 It's, basically, it's how the shape of the lot
12 and whether the frontage require -- what are the frontages
13 on both streets. And I'm going to show you some examples
14 of how this would be applied if we went to this -- in this
15 direction.

16 So this is an example of a property, I believe
17 the gentleman is here that owns this property, that's
18 going to speak to you. He had a recent trip to the Board
19 of Adjustment. And I'm sure he's going to support this --
20 this change.

21 So in this particular case, we have a corner
22 lot. There's two street frontages here. The new
23 ordinance would say these are the front yard setback
24 areas, and then the opposite of the greater street
25 dimension of this yard here, the opposite of the side

1 yard, the lesser dimension of street frontage, the
2 opposite of is the rear yard.

3 And you can kind of see, even though this is
4 used as a rear yard in this fashion, it kind of extends
5 over here and you get a lot of variability to, you know,
6 what is actually the rear yard.

7 So in this gentleman's case, you know, I would
8 say both are used as the rear yard. So it becomes very
9 difficult trying to assign these things.

10 This -- this way, how we would define it, would
11 just remove that subjectivity altogether, and we would
12 just look at the lot dimensions and assign it and go from
13 there. There -- there's no other way really that we would
14 be --

15 CHAIRMAN KISTNER: Under the current regulations
16 how would that be?

17 MR. JAGGI: Yeah, so we define this under the
18 current regulations, again, taking into account how all
19 other properties are developed, where the orientation of
20 the house is, we had to determine that this was the rear
21 yard due to that -- that methodology.

22 This area right in here. And then this would be
23 a side area and these are the two front yards.

24 CHAIRMAN KISTNER: So, again, how -- how is how
25 it's viewed today changing to what is proposed?

1 MR. JAGGI: So right here.

2 CHAIRMAN KISTNER: In that picture?

3 MR. JAGGI: Yeah. Okay.

4 In this picture here --

5 CHAIRMAN KISTNER: Yeah.

6 MR. JAGGI: -- we would view this as the side
7 yard.

8 This lot line right here would be the side yard.

9 MS. KELLY: The white.

10 MR. JAGGI: The white line. So this -- I'm
11 sorry. This is your buildable area in this right here.

12 So this takes into account the front, rear and
13 side yard setbacks to approximate the buildable area.

14 And the question is how we -- how do we define
15 yard areas in terms of applying setbacks.

16 CHAIRMAN KISTNER: So in the current, are there
17 still two front yard -- are there two front yards?

18 MR. JAGGI: Yes.

19 CHAIRMAN KISTNER: In the proposed are there
20 still two front yards?

21 MR. JAGGI: Yes. It's just when we have that
22 condition, how do we determine what is the rear yard and
23 what is the side yard.

24 CHAIRMAN KISTNER: Got it. Okay.

25 MS. SILVERMAN: So --

1 MR. JAGGI: So we know the front yards, that's
2 the same, there's no change with how we determine that in
3 terms of applying the setback. You're going to have two
4 front yard setbacks apply to them.

5 But we want to add clarity to what then is the
6 rear yard and what is the side yard on a corner lot.

7 MS. SILVERMAN: So, basically, the City and
8 residents all know going in where --

9 MR. JAGGI: Right.

10 MS. SILVERMAN: -- is where?

11 MR. JAGGI: This question comes up fairly often
12 when we have applications for -- for new homes,
13 particularly where's the rear yard, where's the side yard
14 at the corner lot. It becomes very subjective, quite
15 frankly, and we don't think that's something that we
16 should be doing. It should be very straightforward and
17 predictable --

18 CHAIRMAN KISTNER: So the rear will --

19 MR. JAGGI: -- based on --

20 CHAIRMAN KISTNER: -- always be across from the
21 longer of the two front yards?

22 MR. JAGGI: Correct.

23 Now, the homeowner -- I'm sorry, the short,
24 yeah.

25 It's the shorter street frontage, the opposite

1 of that is the rear yard. The greater street front is the
2 opposite of that is the side yard.

3 Here's another example. This actually was --
4 this was another variance request because due to the
5 unusual shape, it's a corner lot, this is on Mosley here,
6 as we would apply the code if it's written today, or if
7 it's as proposed, you would have two front yards here, the
8 greater street frontage, the opposite is the side yard,
9 which makes a lot of sense, and then this would be the
10 rear yard.

11 You know, in this case you really can't have a
12 rear yard over here. It renders it not buildable.

13 So in a lot of cases this -- this -- applying
14 this makes sense on most properties. This -- this is the
15 way to go.

16 MR. ROVAK: I got lost in the weeds a minute
17 ago.

18 MR. JAGGI: Okay.

19 MR. ROVAK: When you say the opposite. Show me
20 the major street front, and then define. When you say
21 opposite, do you mean on the other side --

22 MR. JAGGI: Yes.

23 MR. ROVAK: -- comparing opposite means --

24 MR. JAGGI: The yard line opposite the front
25 yard with the greater street frontage, so we can go back

1 to the definition right here.

2 The property line opposite to the front yard
3 line with the greater street frontage shall be considered
4 the side yard, and the property line opposite to the front
5 yard line with the lesser street frontage shall be
6 considered the rear yard.

7 Lesser street frontage, opposite rear yard.

8 Greater street frontage, opposite side yard.

9 MS. SILVERMAN: This is more or less all that --
10 similar --

11 MR. JAGGI: Yes.

12 MS. SILVERMAN: -- to their --

13 MR. JAGGI: Another example here, there's two.

14 How would you apply the proposed ordinance on
15 these lots at Conway Lake -- Conway.

16 Again, this particular lot, you actually have
17 three front yard setbacks.

18 MR. MAGRUDER: Uh-huh.

19 MR. JAGGI: You're not going to have a rear
20 yard. You would just have a side yard. Opposite of the
21 greater street frontage, is the side yard, and then you
22 have two front yards.

23 So we wanted to show you that there are
24 different -- different conditions out there. In this
25 case, you actually would not have a rear yard. You

1 have -- because you have three street frontages.

2 But when we apply the definition, the opposite
3 of the greater street frontage is your side, which, in
4 this case, makes -- makes a lot of sense when it's lined
5 up in this fashion.

6 Here on this lot, you can -- you can see how the
7 rules take off --

8 MR. MAGRUDER: It sticks out here.

9 MR. JAGGI: -- opposite side rear, and it would
10 just be applied this way for every property.

11 Another example here, side greater street
12 frontage, opposite side lesser street frontage rear.
13 Opposite of the greater street frontage side, lesser
14 street frontage here.

15 And so we did some surveying. We just wanted to
16 show you some examples of how this would be applied on
17 real lots. We think it lines up very well with the lot
18 with most of the properties that we identified in the
19 city.

20 CHAIRMAN KISTNER: Are the -- the smallest
21 setbacks for side yards?

22 MR. JAGGI: Yes. Yeah, rear yard is 30 feet.

23 MS. KELLY: Correct, generally speaking, we'll
24 just use A-Single Family Residential as our standard here
25 in speaking.

1 The front yard setback is 50 feet, side yard is
2 15 feet or 15 percent of the lot width, whichever is less,
3 and 30 foot rear yard.

4 MR. SCHUH: Did you come up with any
5 examples for some of the things you said?

6 MS. KELLY: Where? I'm sorry what?

7 MR. SCHUH: Absurdities.

8 MR. JAGGI: Absurdities.

9 MS. KELLY: Well, I can just -- so you see this
10 house at one, two. When we look at the -- it's actually
11 angled toward, I think that's Ladue or Conway, I'm not
12 sure, I know if we just look at the normal development
13 pattern, it seems like you would have front, front, this
14 would be a side till it gets about here, 30 feet to the
15 right about there, which just kind of seems odd.

16 And that's if you're looking at the -- how the
17 home is situated on the property.

18 Going back to this one, we determined that the
19 south -- the property to the south is the side yard, cause
20 the home was originally developed to face Mosley Road and
21 only access point was from Mosley Road.

22 So that established this as the rear, and
23 actually -- and this is the side and front and front.

24 However, the existing home was then torn down,
25 and reoriented towards this side road, but because we do

1 not do design reviews of homes, and we don't control how
2 they're oriented on the property, this then, technically,
3 is their side yard, but as it's built, it's designed as
4 their rear yard, so.

5 And on 6 Ladue Meadows, the other reason why we
6 wanted to clarify this, is, again, because his home was
7 developed and oriented towards Ladue Meadows. This
8 established the side, rear and side yard setback. But
9 it's pretty much the same case as this property
10 lengthwise. So he sought a variance to add a room
11 addition to the south and wanting it -- this here.

12 MS. SILVERMAN: Where?

13 MS. KELLY: -- and that was actually denied.

14 He wanted a room addition here to -- but because
15 of the personal nature of the request, the Board of
16 Adjustment denied that.

17 However, we do see this as an inconsistency in
18 our code, and we want it clarified, so we propose moving
19 the definition forward.

20 MR. SCHUH: And it was denied because that was
21 considered the rear?

22 MR. TIM BROUGHTON: Yes.

23 MS. KELLY: Correct.

24 CHAIRMAN KISTNER: It is today.

25 MR. SCHUH: Okay.

1 MS. KELLY: So.

2 MR. SCHUH: Does that not affect -- I assume
3 it's a swimming pool there?

4 MS. KELLY: Yes.

5 MR. SCHUH: Wouldn't that also affect that?

6 MS. KELLY: Well, the -- the swimming pools can
7 be 15 feet from any property line whether it's the --

8 MR. SCHUH: Okay.

9 MS. KELLY: -- side or the rear.

10 MR. SCHUH: Okay. I understand.

11 MS. KELLY: So they probably just put it there
12 to fit it in as best as possible, so.

13 MR. SCHUH: Okay.

14 MR. JAGGI: That's all we had to present in
15 defining yard areas.

16 CHAIRMAN KISTNER: Since we have a -- somebody
17 here from Ladue Meadows, would you like to speak to this?

18 MR. TIM BROUGHTON: Please.

19 CHAIRMAN KISTNER: And if you could just start
20 by stating your name and address.

21 MR. TIM BROUGHTON: Tim Broughton, 6 Ladue
22 Meadows.

23 And, Jason, if you could just scroll back to
24 that slide. Thanks.

25 This is what they're proposing, which would be

1 the side yard being in back, and I did apply for a
2 variance, even though -- and it was denied, even though
3 currently the way the house sits, the minimum allowed
4 building depth isn't even met, if you apply the standard
5 of 30 foot.

6 So if you hold 30 feet off of that line that's
7 currently marked as the south, obviously, it moves it half
8 a distance from the yellow line over. If I could just do
9 this, this will be easier.

10 So, basically, right now I'm limited to a
11 building line that's about here, which is inconsistent.
12 We did try to design around it from, obviously, I'm
13 impeded by a pool that was -- I didn't install it. It was
14 installed about the year I graduated high school, so.

15 And when speaking with my architect in hiring
16 him and showing him the proposed -- showing him the site
17 plan and thinking and brainstorming with him about what we
18 could possibly do to accomplish the addition, he even
19 said, oh, that's no problem, that's your side yard because
20 of all the municipalities he -- municipalities he works
21 in, we're the only one who -- Creve Coeur's the only one
22 that defines it different other than opposite the shorter
23 frontage, so.

24 CHAIRMAN KISTNER: Okay. So you're in favor of
25 this?

1 MR. TIM BROUGHTON: I am very much in favor of
2 it.

3 CHAIRMAN KISTNER: Okay.

4 MR. TIM BROUGHTON: Okay.

5 CHAIRMAN KISTNER: And then another question for
6 you -- not you. For --

7 MR. TIM BROUGHTON: Thank you very much.

8 CHAIRMAN KISTNER: Thank you. Thank you for
9 coming.

10 MS. KELLY: Just on Tim's behalf --

11 MR. TIM BROUGHTON: And I can address that, I
12 know what you're --

13 MS. KELLY: Yeah.

14 MR. TIM BROUGHTON: Okay.

15 MS. KELLY: Okay. So we -- we do realize that
16 we've asked that you hold this for additional review from
17 the Home Builders Association or for property owners
18 regarding some of the more -- the building height, the
19 bigger changes, however, Mr. Broughton's anxious to get
20 started on construction, he's looking to take care of an
21 elderly relative, and so as part of your later discussion,
22 maybe if you feel comfortable in moving forward on some
23 issues, we can look at creating an ordinance for Council
24 on those issues and holding over part of it.

25 CHAIRMAN KISTNER: Okay.

1 MS. KELLY: So.

2 CHAIRMAN KISTNER: The question that I had, so
3 with this change, the new standard would be that the side
4 opposite the longest road would be the side yard, that
5 would not stop somebody from applying for a variance in a
6 situation where that -- that new standard might create a
7 unique difficulty for somebody in the same way that --

8 MS. KELLY: Correct.

9 CHAIRMAN KISTNER: -- Mr. Broughton had applied
10 for a variance. Okay.

11 So it doesn't -- it doesn't foreclose that
12 avenue, it just creates the -- the base standard --

13 MS. KELLY: Correct.

14 CHAIRMAN KISTNER: -- construction?

15 MS. KELLY: And -- and I will say, as being the
16 City Planner for seven and a half years now,
17 Mr. Broughton's is the only case that this would have
18 become an issue for.

19 CHAIRMAN KISTNER: That would seem to argue that
20 we don't really need the change.

21 MS. KELLY: Some people have -- when the actual
22 house has gone up, because of the way it was currently
23 laid out, there was a concern raised by residents. This
24 just gives the standard and creates more uniform approach
25 to all of the property.

1 CHAIRMAN KISTNER: Okay.

2 MR. CARNEY: But they must have given a variance
3 on that other house, that other new house construction.

4 MS. KELLY: They -- they actually did not.

5 MR. CARNEY: They didn't need one?

6 MS. KELLY: No -- for this lot?

7 MR. CARNEY: Yeah.

8 MS. SILVERMAN: That's an old --

9 MS. KELLY: I'm sorry.

10 MS. SILVERMAN: Go ahead.

11 MS. KELLY: Actually, he built it to be fit in
12 with the actual buildable area. He did request to move it
13 forward of the front yard setback at 45 feet to give the
14 larger back yard, but that -- that request was actually
15 denied because it -- it was his design -- his choice to
16 design the home that way, but.

17 CHAIRMAN KISTNER: Does anyone have any
18 additional questions on this matter?

19 MR. SCHUH: I'm curious, and I'm just thinking,
20 this thought just came to me. How does this play with the
21 cul-de-sacs where there's -- does it have any play in
22 where the road curves?

23 MS. KELLY: You just follow the line of the
24 curve of -- for any setback for the -- of the property.

25 MR. SCHUH: Okay.

1 MS. KELLY: So, like you can see here, are you
2 talking about here?

3 MR. SCHUH: I'm asking if it would -- if it
4 would ever change the buildable area?

5 MS. KELLY: No.

6 MR. SCHUH: Okay.

7 MS. KELLY: No.

8 CHAIRMAN KISTNER: Cul-de-sacs don't usually
9 have two frontage.

10 MR. SCHUH: Okay. Okay. I was just thinking
11 that the side yard becomes the front yard at a certain
12 point.

13 MS. KELLY: The front yard is defined as the
14 property line along any street right-of-way.

15 MR. SCHUH: Okay.

16 MS. KELLY: So the front yard is always along a
17 street. It -- this is simply defining the other property
18 line setback -- or the other setback for a property.

19 CHAIRMAN KISTNER: Where there are multiple.

20 MR. SCHUH: Where there's --

21 MS. KELLY: Yeah.

22 MR. SCHUH: Okay. The actual definition of one
23 side don't come into play unless there's multiple streets
24 so.

25 MS. KELLY: Correct.

1 So the next item is fences, which we would like
2 your direction on.

3 Again, as -- as you're aware, as part of any
4 fence that's reviewed, we look at the Design Guidelines.

5 And in it it does talk about chain link fences
6 is discouraged in highly visible public areas where
7 fencing is needed, decorative fencing is encouraged.

8 And the Design Guidelines also talk about the
9 use of natural material and blending in with -- with the
10 environment.

11 So when we have reviewed fences in front yard
12 setbacks you generally have not allowed white vinyl.

13 So we thought that we would go ahead and just --
14 and as the Design Guidelines talk about chain link fences
15 is discouraged, we thought we would just make that a
16 standard, as well as prohibiting the use of white vinyl
17 solid fencing. You can use vinyl as long as it's a darker
18 color, natural color. And this is another discussion we'd
19 like for your review.

20 We would allow black-coated chain link fencing
21 or black netting without your review as long as it was
22 associated within like a tennis court, basketball court,
23 any normal recreation facility, so.

24 So, again, here's where we've changed all of our
25 fencing regulations. We did -- initially tennis courts

1 had to be set back 20 feet, but we just saw -- created a
2 simple standard of 15 feet, and that it only needs your
3 approval should it require nightlight, if they install
4 nightlight.

5 We still review it as part of the site
6 development plan at staff level for site coverage and that
7 kind of thing.

8 Here we get into the fencing should have the
9 nice side facing out, the more public side. So the
10 vertical and horizontal supports should be on the inside,
11 and this is where we put in the last sentence at the
12 bottom, solid type white vinyl fences are prohibited and
13 they may be permitted to -- if it maintains a natural or
14 dark color.

15 And this is pretty consistent with other cities
16 in the area.

17 CHAIRMAN KISTNER: Is that only approved to
18 solid --

19 MS. KELLY: Yes.

20 CHAIRMAN KISTNER: -- white vinyl?

21 MS. KELLY: Yes, solid sight-proof white vinyl,
22 so.

23 CHAIRMAN KISTNER: You're not opposed to -- what
24 do you call that --

25 MS. KELLY: Picket fence. Yeah, we -- and that

1 was something we would like your -- initially we thought
2 maybe we should just get rid of all vinyl, but, because
3 they -- yeah, that seemed kind of overreaching, so we
4 just -- this Board doesn't generally approve the white
5 vinyl. It is such a stark contrast, so we do get some
6 complaints about that as a solid, so.

7 MR. ROVAK: I have a question on that. Because
8 it is not the material, but it's the color and the
9 appearance when it's solid.

10 Do we have that same issue with where it would
11 say wood fences, which are painted white, is that an issue
12 or not issue? Picket fence with spacing.

13 MS. KELLY: Yeah.

14 MR. ROVAK: But, again, if it were a dog-eared
15 paneled 4 inch, 6 inch --

16 MS. KELLY: I haven't --

17 MR. ROVAK: -- paneled fence --

18 MS. KELLY: Yeah.

19 MR. ROVAK: -- tight side to side. If it were
20 wood, but it were painted, is that --

21 MS. KELLY: We have not seen the same issue
22 raised. It's generally been the comments raised from the
23 white vinyl because the -- the painting kind of tends to
24 weather a little better --

25 MR. ROVAK: Okay.

1 MS. KELLY: -- and appears more natural --

2 MR. ROVAK: Okay.

3 MS. KELLY: -- versus the white vinyl.

4 I have not seen a lot of just painted white --
5 white fences other than the picket.

6 MR. ROVAK: Okay.

7 MS. KELLY: Is it -- if that is something that
8 you would like for us to consider --

9 MR. ROVAK: No, I don't want to --

10 MS. KELLY: Okay.

11 MR. ROVAK: -- throw a monkey-wrench. I was
12 just -- maybe it was hypothetical, but it --

13 MS. KELLY: Yeah.

14 CHAIRMAN KISTNER: In that particular Section
15 405.640 --

16 MS. KELLY: Yeah.

17 CHAIRMAN KISTNER: -- with the -- it says, solid
18 sight-proof, white vinyl fences are prohibited, but it
19 just says vinyl fencing, not solid type, so it just says
20 vinyl fencing may, and that should be two words, may be
21 permitted --

22 MS. SILVERMAN: Might be.

23 CHAIRMAN KISTNER: -- provided it maintains a
24 natural color and/or dark.

25 There are -- there are white picket fences that

1 now come in vinyl materials that look wood-like --

2 MS. KELLY: Yeah.

3 CHAIRMAN KISTNER: -- and people choose them
4 because they don't require as much maintenance. Does that
5 sentence, vinyl fencing may be permitted, because it
6 doesn't --

7 MS. KELLY: We can certainly clarify that. We
8 certainly meant it as the solid sight-proof white vinyl,
9 and we certainly meant it as a solid sight-proof vinyl
10 fence could be approved.

11 CHAIRMAN KISTNER: I think it's worth repeating
12 that language --

13 MS. KELLY: Okay.

14 CHAIRMAN KISTNER: -- to be clear.

15 MS. KELLY: And I apologize again that on page
16 20 of your packets there's a lot of other strike-throughs,
17 but -- and I didn't go through them through here, but I
18 did want to bring them up.

19 I'm sorry, let's start at page 19. And this
20 gets into when, on No. C, we were thinking if that -- if
21 you have a home on a corner lot, we often get request for
22 fences within the front yard setback, but it's behind the
23 home.

24 There was a recent request at the Creekside at
25 Mason Subdivision, that corner lot. So we thought we'd --

1 that was approved as long as it's 15 feet from in -- from
2 the property line and it was the open picket -- the open
3 metal decorative style. So we thought we'd just go ahead
4 and add that as a standard, so we don't have to bring all
5 of those before you. Anything more than a 4-foot tall
6 open-slatted decorative metal would require your review.
7 But this is just allowing for simplification of that, and
8 the staff approval as long as it's no closer than 15 feet,
9 and it's clearly on the back of the site.

10 Also, you see we simplified the language
11 regarding swimming pool fences and moved it over from the
12 other variance sections to this -- within this for all
13 fencing.

14 And then the last item -- or -- oh, sorry.

15 CHAIRMAN KISTNER: I'd like to ask people to
16 consider the prohibition on chain link fencing that --
17 other than outside of tennis court.

18 My personal inclination would be to say, yes, of
19 course, but then you look sometimes at a black chain link
20 fence, it can be actually more invisible to the eye than,
21 you know, slatted wood fence, for example. So I think
22 it's worth considering that carefully before we
23 automatically put it in as a prohibition.

24 MR. LUMLEY: I think they're proposing to allow
25 the black painted.

1 CHAIRMAN KISTNER: Well, sports fences, but
2 wasn't it being --

3 MR. LUMLEY: Give an example.

4 MS. KELLY: We were seeing it as just around
5 sports courts as necessary as -- as long as it was black
6 vinyl coated.

7 We were really -- and we can certainly clarify
8 that language. We were really thinking it's the raw metal
9 chain link that we wanted to prevent.

10 MR. ROVAK: Maybe the language would be what
11 we're prohibiting should be spelled out, so --

12 MS. KELLY: Yeah.

13 MR. ROVAK: -- we're looking at bare or
14 galvanized metal or bright metal, something to that
15 effect. But if anodized or painted or vinyl clad in a
16 subdued color is really acceptable to us, then I don't want
17 to use too broad of brush --

18 MS. KELLY: Uh-huh.

19 MR. ROVAK: -- in prohibition.

20 CHAIRMAN KISTNER: I would take a decorative
21 metal any day over that, but just in terms of where we
22 should draw the line, and especially in thinking about it,
23 how it -- what it looks like relative to a, you know, a
24 heavier thicker wood, I'm just -- I'm not sure.

25 MR. ROVAK: Well, I think the language, if

1 our -- if our objection is regarding appearance, not
2 longevity, not, you know, resistance to, if that's what
3 we're really dealing with, and I -- I'd like the language
4 to speak to the appearance rather than to a base material
5 that might or might not have that appearance.

6 MS. KELLY: Well, and I guess that's our
7 question for you is a lot of people foresee any chain link
8 to be a downgraded material, and we have very expensive
9 homes, and so do we want a higher standard than just any
10 chain, even if it's black-coated, except around a
11 recreation facility?

12 MS. SILVERMAN: I don't necessarily see that
13 having a big chain link box in the middle of somebody's
14 backyard is necessarily that much better looking than, you
15 know, they have a wooded area in the back and they're
16 using that black chain link is when they're looking at
17 between the back of their home, and it still looks like a
18 wooded area.

19 CHAIRMAN KISTNER: That's where I -- you know, I
20 mean --

21 MS. KELLY: Yeah.

22 CHAIRMAN KISTNER: -- for me, it's visually
23 thinking about it in those wooded areas, it's actually
24 less of a -- it provides, you know, a security protection,
25 whatever you want to call it, without any real visible

1 appearance.

2 If it was out in the middle of an open yard, and
3 you saw a black chain link fence, it would -- it would
4 have a much different use, so I'm not -- I'm struggling
5 with how to -- cause the idea of getting into, well, you
6 can have it under certain landscaped conditions seems like
7 a place we wouldn't want to go, but I don't think it's
8 always look bad material.

9 MR. JAGGI: We -- we wanted to, I think, the
10 main purpose too is to present these ideas to you about
11 whether we're going too far or right now, we don't
12 prohibit chain link fence, you can put one up.

13 We don't prohibit sight white vinyl fence. You
14 can put one up.

15 That's -- this would be a change to that. And
16 you -- I would say look at the old City Comprehensive
17 Plan, the different types of residential properties we
18 have.

19 You know, by and large, like Whitney said, chain
20 link fences are considered to be a not a very desirable
21 fence, and the metal, galvanized-type of chain link fence.

22 But some -- some neighborhoods have a fair
23 amount, so if they have one now, the proposal would be
24 they can -- they can replace -- if you have one today, you
25 can file a fence permit and replace it. You would be

1 allowed to do it under this code. This would prohibit any
2 new chain link fences from being installed throughout the
3 city in residential areas.

4 Or if you're interested in, okay, we don't want
5 to go that far, then we can look at, you know, requiring
6 some type of coating or something like that.

7 MR. ROVAK: Well, and the other thing is, going
8 back to one of the different issues, are we talking about
9 prohibition or are we just talking about the requirement
10 for review?

11 You know, it's one thing to say we absolutely
12 prohibit, the other is to say we don't automatically grant
13 it, but you would have to have it reviewed by --

14 MS. KELLY: We can -- yeah.

15 MR. ROVAK: -- this Commission or something.

16 MR. MAGRUDER: That's where I was coming from.
17 And part of the issue is where it's located. It's in --

18 MR. ROVAK: Right.

19 MR. MAGRUDER: -- the middle of a great big
20 yard, you can hardly see it from anywhere, is one thing.
21 If it's all the way across the front of the house, that's
22 another thing.

23 I guess I'm being, and years ago, I had a green
24 chain link fence, you know, they come in all colors, I
25 guess where I'm coming from, if we were going to allow

1 chain link fences, they'd have to be reviewed.

2 MR. ROVAK: Yeah, I would tend --

3 CHAIRMAN KISTNER: But we -- we -- and we would
4 need to have standards. Wouldn't just be --

5 MR. ROVAK: Right. And some of that --

6 MR. MAGRUDER: Okay.

7 MR. ROVAK: -- may not absolutely be firm, but
8 there would be something in a preamble that states the
9 basis of the review.

10 MS. KELLY: So if I'm getting -- you're thinking
11 a chain link can be reviewed at the Planning and Zoning
12 Commission or at staff level? Because if it's at the
13 Planning and Zoning Commission, this is where we get into
14 what the Design Guidelines talk about, blending in with
15 the environment. So that preamble would be part of your
16 discussion --

17 MR. ROVAK: Right.

18 MS. KELLY: -- and the black-coated vinyl could
19 be used with that.

20 Or if you're looking at just allowing at the
21 staff -- at staff level, then, yes, we would want it
22 defined.

23 CHAIRMAN KISTNER: If we -- if we want to have a
24 standard along the lines of black chain link or darkly
25 colored chain link fence, could -- could be permitted

1 where it would blend into the environment, is that --

2 MR. ROVAK: I'm sorry.

3 CHAIRMAN KISTNER: -- could that -- is that
4 something that you would be comfortable with at staff
5 level with that kind of guideline, or if we want to have
6 that kind of direction, should it be at the Planning and
7 Zoning level?

8 MS. KELLY: I -- I think we could -- we could
9 work on something.

10 MR. JAGGI: I don't want staff to make
11 subjective opinions on designs. So I would say we would
12 not do that.

13 I think it needs to be if you have enough clear
14 direction on what type of chain link fence would be
15 acceptable, then let's put that in the code and just be at
16 a permit level.

17 CHAIRMAN KISTNER: But under certain --

18 MS. KELLY: Under certain --

19 MR. JAGGI: Right. But if we're talking about
20 that blends in the environment, that has to be a certain
21 color, that -- that is very tough for us to judge on that
22 type of thing.

23 But if we say no exposed metal chain link
24 fences, well, then that's easy for us to deal with. You
25 have to go coated. I wouldn't expect they're going to do

1 hot pink, hopefully not. You know, they're typically
2 green, black or brown, and if that's just generally
3 acceptable versus an exposed chain link fence, then --

4 CHAIRMAN KISTNER: Right.

5 MR. JAGGI: -- that's what I would prefer.

6 CHAIRMAN KISTNER: But just want to be clear.

7 MR. JAGGI: Uh-huh.

8 CHAIRMAN KISTNER: Where I think what I'm
9 hearing is we're comfortable with the prohibition on white
10 solid vinyl --

11 MR. JAGGI: Okay.

12 CHAIRMAN KISTNER: -- and the allowing the --
13 the black chain link or the netting around sport fences --

14 MR. JAGGI: Uh-huh.

15 CHAIRMAN KISTNER: -- and, you know, the
16 decorative metal and other natural wood everywhere.

17 MR. JAGGI: Uh-huh.

18 CHAIRMAN KISTNER: Chain link would be
19 prohibited without Planning and Zoning approval, and those
20 would be judged based on whether or not they blended into
21 the environment, is kind of what I'm --

22 MR. MAGRUDER: I'm okay with that. I sure don't
23 want to see one all the way across the front of -- the
24 front of a house in any color.

25 MR. JAGGI: Well, if it's in the front yard,

1 it's got to come here anyway.

2 MS. KELLY: Yeah.

3 MR. JAGGI: So we just want to make sure. This
4 would be, you're saying any -- any chain link fence that
5 somebody proposes in any part of their yard, you have to
6 get P and Z approval for. That's a big change.

7 MS. SILVERMAN: The other concern that I have
8 about where we're at now, kind of since we're in
9 discussion, is that I think we have to be honorable to the
10 different neighborhoods that we have in Creve Coeur. Are
11 we setting a standard that certain neighborhoods aren't,
12 just in terms of property value and what people in those
13 homes can afford, I mean are we setting a standard for
14 somebody can't put up a fence in order for security
15 measures, I think like that? I mean are we pricing people
16 out of putting in a fence with that ordinance?

17 MR. CARNEY: I -- I don't feel comfortable
18 having us decide if their yard qualifies as esthetically
19 right for a chain link, and his neighbor may not have
20 enough trees to qualify.

21 I think we're splitting hairs a little bit when
22 we get into that. So I lean towards more like allowing
23 coated chain link fences, but not -- not regular chain
24 link, and let staff make a decision.

25 It would still have to be in a rear yard, it

1 would still be subject the only other height restrictions
2 and so forth.

3 MS. SILVERMAN: And I think we could even be
4 clear on what colors to ensure --

5 MS. KELLY: Yeah, we can say dark, black, green,
6 you know, the dark colors.

7 MR. JAGGI: What colors would be.

8 MS. KELLY: Yeah.

9 CHAIRMAN KISTNER: Fences right now are not
10 fully permitted in the rear yard, so.

11 MR. CARNEY: Side or rear --

12 CHAIRMAN KISTNER: Yeah, do we --

13 MR. CARNEY: -- restrictions.

14 CHAIRMAN KISTNER: Yeah, I mean chain link
15 fences in the side yards, I -- I would rather see a
16 prohibition.

17 If we can't -- if we can't limit -- if we can't
18 comfortably limit the circumstances for chain link fences,
19 then I probably lean towards having none, even though I
20 think there are circumstances where they would be
21 perfectly appropriate.

22 MS. SILVERMAN: Is there a way to set the
23 standard in terms of how far forward they can come in the
24 side yard?

25 MR. JAGGI: Usually they're on the perimeter of

1 the property.

2 MS. KELLY: Yes, all fences are allowed within
3 any yard regulation. It's only when it's within a front
4 yard setback or over 6 feet tall that it requires Planning
5 and Zoning Commission review.

6 MS. SILVERMAN: But if that changed, so that if
7 it came in front of the rear of the home, it needed to --
8 to come to Planning and Zoning.

9 Like would you be -- I mean that way although
10 it's not on that rear yard setback, it is still in the
11 rear of the home.

12 MS. KELLY: I would have a -- a difficult time,
13 if the house built at the 50-foot setback, it's another
14 50 feet, he's just connecting -- he has the chain link
15 fence and wants to bring it to the --

16 MR. JAGGI: There's an example, if you want
17 to --

18 MS. KELLY: Yeah.

19 MR. JAGGI: -- show (inaudible).

20 MS. KELLY: Yeah. So I think it would be very
21 difficult. I mean pretend this isn't a road, this is just
22 the rear yard.

23 MS. SILVERMAN: Sure.

24 MS. KELLY: But like a fence can go up to here,
25 to the property line, to the rear yard and to here, it

1 just can't go in the front yard setback.

2 MS. SILVERMAN: Got it.

3 MS. KELLY: If he -- if we're saying we're okay
4 with the chain link fence here, but suddenly you get to
5 this point --

6 MS. SILVERMAN: Then you got to swith it over to
7 some other material, I guess.

8 MS. KELLY: That requires going to Planning and
9 Zoning Commission. That becomes a little difficult to try
10 to explain what's the difference with here.

11 MS. SILVERMAN: And here?

12 MS. KELLY: Yeah.

13 MS. SILVERMAN: I get you.

14 MR. MAGRUDER: Well, but if that's -- is a road
15 and you have chain link there, I don't much care for it.

16 MS. SILVERMAN: That's front yard.

17 MR. MAGRUDER: No.

18 VOICE: Front yard.

19 MS. KELLY: As is, if someone wanted to put up a
20 fence right here, that would require your approval.

21 The -- the current proposal is if you're 15 feet
22 back and you're the open-slatted, like the swimming pool
23 or decorative metal, that can come -- that can be approved
24 at the staff level as well.

25 MR. MAGRUDER: Okay.

1 MS. KELLY: Anything beyond that requires your
2 review and approval.

3 MR. MAGRUDER: I guess where I'm coming from is
4 that you see either front or back, both are visible from a
5 road, and I don't much care for the chain link fence
6 visible from the road.

7 MS. KELLY: So, yes. So, yes, it would be still
8 visible from here --

9 MR. MAGRUDER: Yeah.

10 MS. KELLY: -- from the front of the -- from the
11 front of the home.

12 MR. MAGRUDER: If you hadn't guessed, I'm not a
13 big chain link fence fan, so.

14 CHAIRMAN KISTNER: I'm leaning towards -- I'm
15 leaning towards the staff recommendation as it's been
16 presented here and not making a change to that. Other?

17 MR. CARNEY: If the language said discourage
18 chain link fences, are you saying --

19 MS. KELLY: That the language -- where did it
20 go. The -- this is actually just part of our Design
21 Guidelines where it says chain link fencing is
22 discouraged, and we only review projects when -- per the
23 Design Guidelines when they come before you. So we're
24 just proposing that for residential developments, which
25 don't come before you, that we just go ahead and prohibit

1 it.

2 That is -- this is -- when we do have chain link
3 fencing, that goes up, this and the white vinyl are the
4 two people call and go, I thought -- I didn't think we
5 allowed it, how are you allowing it.

6 MR. MAGRUDER: Uh-huh.

7 MS. KELLY: So this is why it -- it is the two
8 most common comments we get on fencing.

9 MR. CARNEY: Well, my -- my feeling, I think we
10 should allow the coated vinyl fencing for any new fence.

11 And one of the other reasons I think that is
12 that the City just constructed a huge chain link fence
13 along the golf course, and I think that kind of opens it
14 up for an issue.

15 MS. KELLY: Well, we did limit this to
16 residential because we did think about, you know, we have
17 the golf course, the racket club that is in a residential
18 district where you would normally see a lot of chain link
19 fencing. So we did leave it -- this requirement for the
20 chain link prohibit it's just on the private residential
21 development because --

22 MR. CARNEY: Well, I understand --

23 MS. KELLY: -- any conditional use --

24 MR. CARNEY: -- that, but it borders around a
25 residential area, and the City doesn't take the trouble to

1 put up the type of fencing we're demanding the residents
2 put up, so I have a -- just an issue with that, so.

3 And I think -- I agree that, I think the dark
4 black chain link fence can look much nicer than a lot of
5 other fencing and it's not cheap. I don't think they're
6 going to get a ton of people that are going to be putting
7 this fencing up when they compare it to the other price of
8 fencing.

9 MS. SILVERMAN: A chain link fence is going to
10 look better than a cheaper stockade fence, it's going to
11 look better for years.

12 CHAIRMAN KISTNER: The Design Guidelines
13 discourage them. I don't know how we -- how do we honor
14 discouraging something and -- and not have a restriction
15 on it?

16 MS. KELLY: Correct. And I will say, we don't
17 get a lot of chain link fencing requests. If it -- if we
18 do get some that are replacement, we see that as a
19 nonconforming and you can repair and replace.

20 We would ask that they go to black coated, if
21 possible, but any new, we -- we don't see a lot of it.
22 Our property values are very high, and they don't
23 generally promote someone wanting a chain link fence.

24 MR. MAGRUDER: But I agree with you, I don't
25 know how you enforce discourage.

1 MS. KELLY: Yeah. Really the only way to force
2 discourage is a prohibition, which is why we thought we
3 would bring it for your discussion.

4 MR. CARNEY: I also think it's an issue when we
5 allow a 10-foot fence around a sport court, and it can be
6 chain link, and the next door neighbor wants to put 4 foot
7 fence, I think that's another issue.

8 CHAIRMAN KISTNER: Although sport courts are
9 generally a much smaller area than lining a whole --

10 MS. KELLY: Right.

11 CHAIRMAN KISTNER: -- and they're further
12 inside.

13 MS. KELLY: Right, they have to be --

14 CHAIRMAN KISTNER: They're not as close.

15 MS. KELLY: -- 15 feet from any property line.

16 CHAIRMAN KISTNER: The fencing would be pretty
17 much --

18 MS. KELLY: A normal fence, yes, but a fence
19 associated with a sports court can be --

20 CHAIRMAN KISTNER: Right, I'm talking about --

21 MS. KELLY: Yeah.

22 CHAIRMAN KISTNER: -- in comparison.

23 MS. KELLY: Yeah.

24 MR. SCHUH: I think where someone could still
25 come to the Commission and ask for permission to use a

1 chain link fence in their back yard (inaudible).

2 CHAIRMAN KISTNER: Not under those.

3 MR. ROVAK: You'd need a variance. At that
4 point, you would need a variance.

5 MR. SCHUH: Need a variance. Okay. But they
6 could go and get a variance?

7 VOICE: Probably not.

8 MS. KELLY: Probably not a good request for
9 variance.

10 So if you want to allow your review of chain
11 link, we would need to build that into the code.

12 CHAIRMAN KISTNER: And you -- you're not
13 comfortable with -- I'm just going to say chain link
14 fences where they are substantially obscured by vegetation
15 or -- on one side or, first of all, vegetation is gone
16 part of the year or --

17 MS. SILVERMAN: It can be removed.

18 CHAIRMAN KISTNER: -- it can be removed, yeah.

19 MR. JAGGI: I wouldn't recommend that, going
20 down that road. I think we either have to allow it as is
21 where we just don't address it, or we can say we allow it,
22 but it has to be coated with -- and we can specify the
23 colors that would be acceptable.

24 I really think that's probably the best way to
25 do it.

1 MS. KELLY: Yeah.

2 MR. JAGGI: We can certainly build in where
3 folks have to come to P&Z, but then, you know, then you
4 got to look at all these variables and, you know, if it's
5 allowed, okay, here's how we allow it, and that's easier
6 for everyone. I --

7 MS. KELLY: And we are trying to lower the
8 number of requests before you.

9 CHAIRMAN KISTNER: Yeah. So where -- can we
10 take a little bit of a straw poll here and tell me,
11 prohibition or not?

12 MR. MAGRUDER: As far as I'm concerned, don't
13 care for chain link fence, however, coated chain link
14 seems to be the best alternative that we have in front of
15 us, so I'd be comfortable with that.

16 CHAIRMAN KISTNER: So you'd be in favor of
17 allowing chain link fences as long as they're --

18 MR. MAGRUDER: As long as it's coated.

19 CHAIRMAN KISTNER: -- a darker --

20 MR. MAGRUDER: A dark coating.

21 MS. SILVERMAN: I don't care for it either. I
22 do think you can discourage it without prohibiting it, and
23 I -- I would agree with a lot of the points that
24 Mr. Carney raised, although I certainly understand the --

25 MR. ROVAK: I'm going the same.

1 CHAIRMAN KISTNER: All right. Well, we're
2 already over a majority, so.

3 So that seems to be the prevailing. Does anyone
4 else want to raise a strong alternative opinion as in --

5 MR. SCHUH: I think it's worth remembering, and
6 I think Ms. Silverman raised this point, that it's -- it's
7 a different situation in different neighborhoods.

8 MR. MAGRUDER: Exactly.

9 MR. SCHUH: And if we're talking about a
10 neighborhood with million dollar homes, that's very
11 different than one where there aren't million dollar
12 homes, and the property value isn't going to be affected
13 by the presence of a chain link fence next door.

14 CHAIRMAN KISTNER: Right. Chain link fence can
15 go if somebody chooses to in the, you know, areas where
16 people have very high property values, and they see that
17 as lowering of property values.

18 MR. ROVAK: Yeah. Go ahead.

19 MS. SILVERMAN: You can have neighborhoods can
20 set up their own what kind of fencing you can and cannot
21 have, is that correct or no?

22 MR. JAGGI: Yes, they do, but if we have
23 prohibition that says you can't install fence, we -- we
24 can't issue a permit if it -- if it's --

25 MS. SILVERMAN: Right.

1 MR. JAGGI: -- not allowed.

2 MS. SILVERMAN: But if we --

3 MR. JAGGI: But, typically, they're more
4 restricted in the city.

5 MS. SILVERMAN: That's what I'm saying, cause we
6 don't prohibit chain link fencing, neighborhood indentures
7 certainly could?

8 MR. JAGGI: Yes. Correct.

9 MS. SILVERMAN: And so it could be handled by a
10 neighborhood -- I think, for instance, my neighborhood, I
11 think.

12 MR. JAGGI: So, everything we're talking about
13 would be allowed on a city-wide basis --

14 MS. SILVERMAN: Right.

15 MR. JAGGI: -- irrespective of indentures or
16 housing prices or --

17 MS. SILVERMAN: I'm -- I'm not --

18 MR. JAGGI: -- whatever the case may be.

19 MS. SILVERMAN: -- not comfortable, I think, on
20 a city-wide basis completely prohibiting chain link.

21 CHAIRMAN KISTNER: But I think everybody's in
22 favor of --

23 MR. JAGGI: Coated.

24 MS. SILVERMAN: Coated.

25 CHAIRMAN KISTNER: Well, coated. Call it the

1 dark color.

2 MS. KELLY: So we would -- we would just look to
3 amend the last sentence on "G" to say, raw metal chain
4 link fencing is prohibited. Black -- Black dark coated
5 may be permitted or -- or --

6 MR. ROVAK: Something to that effect.

7 MR. JAGGI: Is permitted.

8 MS. KELLY: Is permitted.

9 MS. SILVERMAN: It's just -- I mean I think you
10 can even say discouraged but permitted.

11 I think, for instance, all of that in their
12 ordinance about front facing garage, it says that it's
13 discouraged, but permitted in --

14 MR. JAGGI: I would -- I would not recommend
15 that language in an ordinance.

16 We have encouraged, suggested, as a guideline --

17 MS. KELLY: Yeah.

18 MR. JAGGI: -- because that requires your --
19 your application to that as a review.

20 When we have staff review, we don't want to get
21 into that type of discussion if we can avoid it. So
22 there's the difference of why it's written different.

23 CHAIRMAN KISTNER: No, you don't really want
24 that, do you?

25 MR. JAGGI: Jason thinks that should not go

1 there, and I can -- then I'm in a quandary -- or Whitney,
2 so whatever the case may be.

3 CHAIRMAN KISTNER: Okay. I think we --

4 MR. JAGGI: The more direct we can make it, I
5 think the --

6 CHAIRMAN KISTNER: I think -- I think we've
7 worked this one over all the way.

8 MR. JAGGI: We figured it would generate a lot
9 of discussion.

10 CHAIRMAN KISTNER: All right.

11 MR. MAGRUDER: You were right.

12 CHAIRMAN KISTNER: Are we done?

13 MS. KELLY: Let's see. Oh, driveways.

14 MR. JAGGI: Yeah, just briefly on this.

15 So, again, this is more of a clarification that
16 we thought that occasionally, this has come up recently,
17 you know, we don't allow paved -- we don't allow
18 surfaces to be -- parking lots to not be paved in
19 residences. So if you have a driveway, it has to be
20 paved. If there's existing gravel driveways, they're
21 nonconforming.

22 So we just wanted to clarify when we say paved
23 we mean that it's either asphalt, concrete or pavers here,
24 any of the -- either of those three, we would consider
25 that to be an approved paved surface.

1 CHAIRMAN KISTNER: How about decorative rock,
2 you know, the fine high-end --

3 MR. JAGGI: As written, no, we wouldn't consider
4 that.

5 MR. ROVAK: Usually that's a surface material
6 that's applied to another type of pavement. They use
7 sometimes epoxy.

8 MR. JAGGI: Exposed aggregate, concrete.

9 MR. ROVAK: Yeah, they have the appearance of
10 that, but there is a --

11 CHAIRMAN KISTNER: The ones I've been on have
12 been real.

13 MR. ROVAK: Loose gravel?

14 CHAIRMAN KISTNER: Yeah.

15 MR. ROVAK: I don't think we want that.

16 CHAIRMAN KISTNER: Don't have to rake them all
17 the time.

18 MR. JAGGI: Yeah, so none of that would -- would
19 be allowed under this proposal.

20 CHAIRMAN KISTNER: I mean that's considered a
21 very high-end treatment.

22 MR. ROVAK: This is just a question, it doesn't
23 truly apply here. But do our building codes have
24 standards for flatwork or concrete flatwork?

25 MR. JAGGI: Do our building?

1 MR. ROVAK: I know it doesn't come under this.

2 Until we have something must be paved, and I've
3 seen in some very relatively high-end neighborhoods where,
4 absolutely, it, obviously, after six to seven years of,
5 I'll say, combination of load and weather, concrete has
6 totally deteriorated in some areas where it was,
7 obviously, it was never tested. It was never designed
8 with specification thickness or curing strength or had any
9 kind of subgrade. That's not for our --

10 MR. JAGGI: Correct.

11 MR. ROVAK: I just want to know, does that exist
12 though in -- the neighborhood I'm thinking of was built
13 just before the annexation took place and sort of sneaked
14 in. And the concrete is just everywhere deteriorating.

15 MR. JAGGI: Uh-huh.

16 MR. ROVAK: If something is built to our own
17 standards, do we have standards that include flatwork or
18 is it just the structure?

19 MR. JAGGI: Structure. We don't -- we don't
20 review specifically flatwork for permitting in terms of
21 inspecting concrete pours or anything like that.

22 MR. ROVAK: Okay. Or specifications for it?

23 MR. JAGGI: Right. No. I'm going to --
24 Whitney's saying, well, in some cases we do.

25 So I think I'm going to get -- but in general,

1 we do not, if somebody said I want to pour a patio, do I
2 need a permit for that.

3 MR. ROVAK: I -- I'm thinking of subdivision,
4 yeah, not an individual patio.

5 MR. JAGGI: Now, if this is part of a new -- new
6 home, you know, we would --

7 MR. ROVAK: Yes.

8 MR. JAGGI: -- look at the whole thing. That
9 may be a little bit different, but specifically I don't
10 think we do, but we'll clarify.

11 MR. ROVAK: Just curious.

12 MR. JAGGI: But this, for zoning purposes, it
13 would define what's an improved surface and it would be
14 one of the three we would consider to be.

15 So if it's decorative gravel, if it's pea
16 gravel, if it's whatever gravel, this -- it would not meet
17 with this definition as we're proposing.

18 MR. ROVAK: Okay. I can deal with that. You
19 can still get that appearance on a truly improved surface.

20 CHAIRMAN KISTNER: I don't know about the
21 material to whether we're ruling out a, you know, trending
22 high-end driveway type that people might want.

23 MR. JAGGI: I don't think that we see any that
24 are really -- that are -- have that gravel even
25 decorativeness.

1 MS. SILVERMAN: I think the reality the weather
2 here, I think it is a trending high-end, probably not in
3 this area given weather conditions would make it --

4 CHAIRMAN KISTNER: Good luck shoveling your
5 driveway.

6 MS. SILVERMAN: Yeah.

7 MR. JAGGI: Yeah, slope in your road --

8 MR. ROVAK: Yeah, I think.

9 MR. JAGGI: -- you're really --

10 MR. ROVAK: I think it would be appearing as
11 it's -- it's a low-end cheap way to look at pervious
12 surfaces as if they were pervious surfaces.

13 CHAIRMAN KISTNER: Yeah, the places that I've
14 seen were not doing it on the cheap.

15 MR. ROVAK: They have, technically, but they may
16 have been creating it.

17 MR. JAGGI: I would say if you want a really
18 nice high-end look, you have to get a paver system.

19 Bricks or stone, you know, there are plenty of
20 those out there that would meet and not create runoff
21 problems and maintenance issues, and, you know, all the
22 dust and everything else that is (inaudible).

23 MS. SILVERMAN: I think this is going to fix
24 more problems than it creates.

25 MR. MAGRUDER: I agree.

1 MR. JAGGI: So the last item is just
2 a correction item. It's -- there's no discretionary
3 review on your part.

4 We just want, as the City, as the application to
5 this -- to this request, we did notice that there is a
6 correction, we would view this as a correction, not
7 discretionary. We're just letting you know that there's
8 an item that we need to clean up in the City's Code of
9 Ordinances, Section 405.1030 that speaks to the
10 Commission's powers in terms of developing and adopting a
11 comprehensive plan.

12 Just went through this. It did not advance to
13 the City Council. That authority rests with you for State
14 statute. So this would correct our ordinance, which
15 says -- it goes on to City Council, and they approve it.
16 And that's simply not the case per state law, so while
17 we're doing this, we just wanted to make that correction,
18 so I just wanted to let you know about that.

19 If there's no other questions -- anybody else in
20 the audience?

21 CHAIRMAN KISTNER: I want to ask if there's --

22 MR. JAGGI: Uh-huh.

23 CHAIRMAN KISTNER: -- any other --

24 MR. JAGGI: Yeah.

25 CHAIRMAN KISTNER: -- comments from anybody in

1 the audience about any of the matters we have talked
2 about?

3 If not, then we have a discussion. I think the
4 general recommendation from staff is that we continue the
5 public hearing so that -- to provide -- give staff some
6 time to get some additional outreach to local home
7 builders.

8 But we also have the question of moving forward,
9 if we so choose, the changes regarding the front yard
10 setback, and actually approving those tonight as opposed
11 to having them move forward in the continuation.

12 I don't think the home builders would likely
13 have any comment on that section. I'm thinking building
14 height is the one that they might have more interest in,
15 but --

16 MR. JAGGI: It's hard -- it's hard to say for
17 sure. I would -- I would tend to agree with you though.

18 We were going to present all this information,
19 just give them an opportunity to comment on it. But if
20 you felt comfortable that there's -- there's no concern,
21 we could try to forward it to City Council and split that
22 off. It's really -- it's really up to your decision.

23 I know this homeowner's been waiting anxiously,
24 but we do have a process and we have to kind of take it
25 through the whole process, but if you're inclined to do

1 so, we could -- we could split that up, try to move it
2 forward to Council.

3 MR. ROVAK: HOA could -- I mean HBA could
4 comment at that level if they have an issue with it when
5 it comes before Council. So I don't see why we can't move
6 it -- break it off right now, to move it to Council.
7 They'll have a shot at it if --

8 CHAIRMAN KISTNER: The fact that Olivette,
9 Clayton and Ladue have the same language is fairly --

10 MR. MAGRUDER: Well, it's pretty clarifying too.

11 MS. SILVERMAN: I think it makes it easier for
12 developers and residents alike. I mean it takes the
13 subjective nature out of it and you know what you got.

14 CHAIRMAN KISTNER: So the procedural matter, do
15 we continue the hearing first and then have a vote for
16 that particular section or the other way around?

17 MR. LUMLEY: I think you'd indicate you're
18 continuing the hearing as to all items except for that one
19 and have a vote on that one.

20 CHAIRMAN KISTNER: Okay.

21 MR. MAGRUDER: Okay.

22 CHAIRMAN KISTNER: And do we need to refer to a
23 section number or simply refer to the front yard setback?

24 MR. LUMLEY: It's not a setback. Definition of
25 yards.

1 CHAIRMAN KISTNER: Oh, that's right. I was
2 reading off the --

3 MR. JAGGI: The definitions section.

4 MS. KELLY: Section 405 --

5 MR. LUMLEY: Since we're going to conclude the
6 hearing, at least in part, I'll offer the following
7 exhibits: Documentation in possession of the City Clerk
8 reflecting the public notice, the staff report on this
9 matter, Mr. Jaggi's and Ms. Kelly's PowerPoint
10 presentation, City Code of Ordinances and Charter, the
11 City's Comprehensive Plan 2030, the public file regarding
12 these text amendments.

13 CHAIRMAN KISTNER: Someone like to make a motion
14 to continue the public hearing on the proposed text
15 amendment except for those pertaining to --

16 MR. SCHUH: So moved.

17 MR. MAGRUDER: I'll second.

18 CHAIRMAN KISTNER: Any further discussion?
19 Ready for a vote?

20 Mr. Magruder?

21 MR. MAGRUDER: Aye.

22 CHAIRMAN KISTNER: Ms. Silverman?

23 MS. SILVERMAN: Aye.

24 CHAIRMAN KISTNER: Mr. Rovak?

25 MR. ROVAK: Aye.

1 CHAIRMAN KISTNER: Mr. Carney?

2 MR. CARNEY: Aye.

3 CHAIRMAN KISTNER: Ms. Hall?

4 MS. HALL: Aye.

5 CHAIRMAN KISTNER: Mr. Schuh?

6 MR. SCHUH: Aye.

7 CHAIRMAN KISTNER: Chair votes aye. So --

8 MR. LUMLEY: Need another motion -- make a
9 motion to recommend approval by the City Council of the
10 changes in the yard definitions.

11 MR. MAGRUDER: I so move.

12 MR. CARNEY: Second.

13 CHAIRMAN KISTNER: All right.

14 Further discussion?

15 Ready for a vote?

16 Mr. Carney?

17 MR. CARNEY: Aye.

18 CHAIRMAN KISTNER: Ms. Hall?

19 MS. HALL: Aye.

20 CHAIRMAN KISTNER: Mr. Schuh?

21 MR. SCHUH: Aye.

22 CHAIRMAN KISTNER: Mr. Rovak?

23 MR. ROVAK: Aye.

24 CHAIRMAN KISTNER: Ms. Silverman?

25 MS. SILVERMAN: Aye.

1 CHAIRMAN KISTNER: Mr. Magruder?

2 MR. MAGRUDER: Aye.

3 CHAIRMAN KISTNER: Chair votes aye.

4 On to City Council.

5 (The Public Hearing was continued to a later
6 date.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

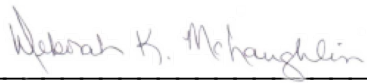
23

24

25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)

4
5 I, Deborah K. McLaughlin, Registered
6 Professional Reporter, Missouri Certified Court Reporter,
7 Illinois Certified Shorthand Reporter and Kansas Certified
8 Court Reporter, do hereby certify that I reported the
9 Planning and Zoning public hearing stenographically and
10 later reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearing.

12
13 

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

CHAIRMAN KISTNER: [166] MR. CARNEY: [25] 2/5 17/7 17/15 26/19 34/1 38/23 39/4 39/7 43/2 43/4 44/11 59/1 59/4 59/6 74/16 75/10 75/12 78/16 79/8 79/21 79/23 81/3 96/1 96/11 96/16 MR. JAGGI: [122] MR. LUMLEY: [11] 2/17 20/5 20/12 20/18 36/15 66/23 67/2 94/16 94/23 95/4 96/7 MR. MAGRUDER: [46] 2/9 11/24 12/7 26/15 28/13 34/12 38/22 39/25 41/6 41/9 41/13 41/25 42/7 42/9 42/12 42/14 42/18 42/20 42/24 43/9 51/17 52/7 70/15 70/18 71/5 73/21 77/13 77/16 77/24 78/2 78/8 78/11 79/5 80/23 83/11 83/17 83/19 84/7 87/10 91/24 94/9 94/20 95/16 95/20 96/10 97/1 MR. ROVAK: [83] 2/11 13/9 13/12 13/17 13/21 13/24 14/1 14/5 15/5 18/3 18/6 18/14 18/17 18/20 23/19 23/22 24/8 25/16 25/19 25/25 26/3 29/21 29/24 30/10 30/16 30/21 30/23 31/2 40/6 40/13 40/16 40/21 40/24 43/15 43/21 43/23 50/15 50/18 50/22 63/6 63/13 63/16 63/18 63/24 64/1 64/5 64/8 64/10 67/9 67/12 67/18 67/24 70/6 70/14 70/17 71/1 71/4 71/6 71/16 72/1 82/2 83/24 84/17 86/5 88/4 88/8 88/12 88/14 88/21 88/25 89/10 89/15 89/21 90/2 90/6 90/10 90/17 91/7 91/9 91/14 94/2 95/24 96/22	MR. SCHUH: [25] 2/15 53/3 53/6 54/19 54/24 55/1 55/4 55/7 55/9 55/12 59/18 59/24 60/2 60/5 60/9 60/14 60/19 60/21 81/23 82/4 84/4 84/8 95/15 96/5 96/20 MR. TIM BROUGHTON: [8] 54/21 55/17 55/20 56/25 57/3 57/6 57/10 57/13 MS. HALL: [3] 2/7 96/3 96/18 MS. KELLY: [166] MS. SILVERMAN: [70] 2/13 16/11 16/17 18/23 19/23 21/2 25/22 26/2 26/4 26/17 33/24 34/14 34/18 34/23 35/5 35/9 35/11 35/15 35/18 35/23 36/1 36/6 36/8 36/10 36/13 37/1 37/5 38/15 38/19 39/20 39/23 48/24 49/6 49/9 51/8 51/11 54/11 59/7 59/9 64/21 68/11 74/6 75/2 75/21 76/5 76/22 77/1 77/5 77/10 77/12 77/15 80/8 82/16 83/20 84/18 84/24 85/1 85/4 85/8 85/13 85/16 85/18 85/23 86/8 90/25 91/5 91/22 94/10 95/22 96/24 MS. STUTTE: [1] 3/1 VOICE: [2] 77/17 82/6 0 027 [2] 1/8 3/6 1 10 [2] 34/6 43/19 10 feet [3] 28/4 36/11 38/25 10-foot [1] 81/5 100 [2] 25/2 42/23 100 percent [5] 24/25 25/6 26/6 41/3 41/4 1199 [1] 1/22 12 feet [2] 37/23 38/6 15 [4] 34/6 38/18 39/21 55/7	15 feet [10] 28/1 34/2 38/8 43/19 53/2 62/2 66/1 66/8 77/21 81/15 15 percent [1] 53/2 17-027 [2] 1/8 3/6 18 [2] 1/4 2/2 19 [3] 35/5 35/25 65/19 2 20 [1] 65/16 20 feet [2] 11/18 62/1 2017 [2] 1/4 2/2 2030 [3] 4/4 7/1 95/11 24 [2] 32/23 35/16 24 inches [3] 32/1 34/16 34/22 25 [1] 32/2 25 percent [2] 22/8 23/12 250 feet [1] 23/18 3 30 [2] 53/3 56/5 30 feet [4] 38/17 52/22 53/14 56/6 30-foot [1] 38/25 300 [1] 1/3 314 [2] 1/21 1/22 35 feet [2] 18/22 19/10 4 4 feet [2] 22/10 29/21 4-foot [1] 66/5 40 feet [2] 11/17 11/22 405 [1] 95/4 405.1030 [1] 92/9 405.1080 [1] 36/6 405.640 [4] 28/18 30/21 36/1 64/15 45 feet [1] 59/13 460 [1] 28/12 4772 [1] 1/21 5 5 feet [9] 29/20 30/5 30/8 38/1 38/10 38/17 39/3 39/3 39/13 50 [2] 26/16 42/17 50 feet [2] 53/1 76/14 50 percent [7] 23/10 26/13 26/14 38/11 40/2 41/15	41/19 50-foot [2] 42/17 76/13 500 square [1] 23/16 6 6 feet [2] 12/5 13/25 63128 [1] 1/22 6:30 [1] 1/5 9 974-1199 [1] 1/22 A a correction [1] 92/2 A-Single [1] 52/24 able [4] 17/3 23/18 29/5 43/9 about [38] 5/22 14/22 18/8 20/7 23/5 24/22 26/12 26/23 28/15 46/9 53/14 53/15 56/11 56/14 56/17 60/2 61/5 61/8 61/14 63/6 67/22 68/23 69/10 70/8 70/9 71/14 72/19 74/8 79/16 81/20 84/9 85/12 86/12 88/1 90/20 92/18 93/1 93/2 absolutely [3] 70/11 71/7 89/4 Absurdities [2] 53/7 53/8 acceptable [4] 67/16 72/15 73/3 82/23 access [1] 53/21 accessory [1] 27/4 accommodate [1] 42/4 accomplish [1] 56/18 accordance [1] 36/6 account [6] 11/14 12/17 17/2 17/3 47/18 48/12 accurate [1] 98/11 across [4] 40/5 49/20 70/21 73/23 acting [1] 44/8 action [1] 7/14 actual [5] 31/5 34/7 58/21 59/12 60/22 actually [18] 5/20 28/5 31/16	34/20 47/6 50/3 51/16 51/25 53/10 53/23 54/13 59/4 59/11 59/14 66/20 68/23 78/20 93/10 add [8] 9/9 11/4 16/21 20/13 23/12 49/5 54/10 66/4 added [2] 12/21 43/12 adding [3] 10/16 28/25 38/7 addition [3] 54/11 54/14 56/18 additional [4] 15/17 57/16 59/18 93/6 additions [2] 9/1 10/21 address [4] 7/24 55/20 57/11 82/21 addresses [2] 21/21 45/14 adjoining [1] 9/12 Adjustment [7] 4/8 4/9 5/15 37/9 41/6 46/19 54/16 adopting [1] 92/10 adoption [1] 26/1 advance [1] 92/12 affect [2] 55/2 55/5 affected [1] 84/12 affecting [1] 4/5 afford [1] 74/13 after [6] 6/17 12/23 13/8 36/19 44/14 89/4 again [12] 10/12 22/2 45/16 47/18 47/24 51/16 54/6 61/3 61/24 63/14 65/15 87/15 against [1] 23/11 aggregate [1] 88/8 ago [2] 50/17 70/23 agree [7] 6/17 26/20 80/3 80/24 83/23 91/25 93/17 ahead [5] 59/10 61/13 66/3 78/25 84/18 alike [1] 94/12 all [51] 6/9 6/18 8/4 11/6 16/22 18/2 21/13 22/11 22/13 24/16 26/21 27/6 27/24 27/25 28/6 28/25 29/14 30/20 31/1 31/1 31/19 36/4 37/2

A all... [28] 37/3 40/5 46/7 47/18 49/8 51/9 55/14 56/20 58/25 61/24 63/2 66/4 66/12 70/21 70/24 73/23 76/2 82/15 83/4 84/1 86/11 87/7 87/10 88/16 91/21 93/18 94/18 96/13 allow [21] 5/20 16/21 19/13 19/14 22/25 31/10 31/14 31/21 37/25 38/9 61/20 66/24 70/25 79/10 81/5 82/10 82/20 82/21 83/5 87/17 87/17 allowed [21] 28/17 28/22 28/23 29/17 30/7 32/4 32/16 32/22 33/4 33/6 37/18 41/21 56/3 61/12 70/1 76/2 79/5 83/5 85/1 85/13 88/19 allowing [9] 29/11 33/21 42/11 66/7 71/20 73/12 74/22 79/5 83/17 allowing the [1] 42/11 almost [1] 37/16 along [10] 6/23 14/3 26/25 29/25 40/22 45/25 60/14 60/16 71/24 79/13 already [10] 7/7 9/3 9/5 9/7 10/6 11/4 14/8 14/11 14/22 84/2 also [21] 3/23 4/8 4/11 4/15 4/17 4/18 5/7 5/13 5/22 7/13 7/21 17/12 28/15 29/3 37/18 37/25 55/5 61/8 66/10 81/4 93/8 alternative [2] 83/14 84/4 although [5] 15/22 43/18 76/9 81/8 83/24 altogether [1] 47/11 always [7] 29/16 37/16 39/17 39/18 49/20 60/16 69/8 am [1] 57/1 amend [1] 86/3 amendment [2] 3/14 95/15 amendments [4]	3/6 3/15 4/1 95/12 amount [5] 3/19 5/17 24/17 41/18 69/23 and/or [1] 64/24 angled [1] 53/11 annexation [2] 40/9 89/13 anodized [1] 67/15 another [17] 4/3 9/9 11/18 33/3 33/7 35/17 50/3 50/4 51/13 52/11 57/5 61/18 70/22 76/13 81/7 88/6 96/8 anxious [2] 5/8 57/19 anxiously [1] 93/23 any [57] 8/9 9/2 12/21 13/1 14/13 14/17 15/14 16/2 16/22 17/7 17/19 23/12 24/18 25/11 25/15 26/12 28/3 28/17 28/21 28/23 29/1 30/8 31/5 32/25 33/22 33/23 34/6 35/7 53/4 55/7 59/17 59/21 59/24 60/14 61/3 61/23 67/21 68/7 68/9 68/25 70/1 73/24 74/4 74/4 74/5 76/3 79/10 79/23 80/21 81/15 87/24 89/8 90/23 92/23 93/1 93/13 95/18 any expansion [1] 28/23 any other [1] 28/3 anybody [4] 26/12 27/10 92/19 92/25 anymore [1] 43/1 anyone [2] 59/17 84/3 anything [4] 16/21 66/5 78/1 89/21 anyway [2] 15/7 74/1 anywhere [1] 70/20 apologize [1] 65/15 appearance [7] 63/9 68/1 68/4 68/5 69/1 88/9 90/19 appearing [1] 91/10	appears [1] 64/1 application [5] 1/8 3/5 19/4 86/19 92/4 applications [1] 49/12 applied [5] 46/14 52/10 52/16 58/9 88/6 apply [7] 49/4 50/6 51/14 52/2 56/1 56/4 88/23 applying [4] 48/15 49/3 50/13 58/5 approach [2] 22/19 58/24 approached [1] 7/17 appropriate [3] 9/6 22/19 75/21 approval [11] 16/22 31/12 32/14 36/5 62/3 66/8 73/19 74/6 77/20 78/2 96/9 approve [2] 63/4 92/15 approved [7] 23/18 29/16 62/17 65/10 66/1 77/23 87/25 approving [2] 31/1 93/10 approximate [1] 48/13 architect [1] 56/15 architects [2] 10/22 15/19 architectural [1] 20/8 are [92] 4/3 4/8 4/10 4/21 5/4 5/18 5/18 5/19 6/4 6/13 7/18 7/20 7/21 8/20 9/4 9/7 10/5 10/10 15/1 16/1 16/2 16/15 19/24 20/7 20/9 20/25 20/25 23/3 23/6 23/6 23/24 24/4 24/10 25/21 26/7 27/9 27/15 27/17 27/22 28/17 30/7 30/17 31/6 32/2 33/18 33/18 34/6 36/24 41/2 41/3 43/19 45/10 46/12 46/23 47/8 47/19 47/23 48/16 48/17 48/19 51/23 52/20 60/1 60/19 62/12 63/11 64/18 64/25 64/25 69/20 70/8	70/9 74/10 74/13 74/15 75/9 75/20 76/2 78/4 78/18 79/3 79/5 80/6 80/18 80/22 81/8 82/14 83/7 87/12 90/24 90/24 91/19 area [23] 7/18 11/15 12/25 20/16 20/23 22/20 23/15 28/7 39/20 40/12 45/16 47/22 47/23 48/11 48/13 59/12 60/4 62/16 68/15 68/18 79/25 81/9 91/3 areas [19] 4/7 4/21 5/25 6/8 9/18 22/10 28/8 44/17 45/4 45/20 46/2 46/24 48/15 55/15 61/6 68/23 70/3 84/15 89/6 aren't [5] 40/23 41/2 41/3 74/11 84/11 argue [1] 58/19 around [19] 9/18 10/10 11/5 12/6 12/18 17/5 19/25 20/4 37/12 41/11 42/4 43/11 56/12 67/4 68/10 73/13 79/24 81/5 94/16 artificial [1] 10/4 artscape [2] 22/11 22/22 as [111] ask [6] 10/20 15/20 66/15 80/20 81/25 92/21 asked [1] 57/16 asking [2] 10/25 60/3 asks [1] 7/2 asphalt [1] 87/23 asphalts [1] 23/2 assign [4] 45/4 46/4 47/9 47/12 Assistant [2] 1/16 2/25 Assistant/Recording [1] 1/16 associated [2] 61/22 81/19 Association [1] 57/17 assume [1] 55/2 at [97] 3/21 4/3 4/12 4/22 5/13 5/25 7/2 7/15 7/23 8/4 9/12 11/15 11/18 12/4 16/22 17/4 19/6 20/9 20/11 21/9	21/12 21/12 22/4 23/23 24/25 25/5 25/5 25/24 27/11 28/1 28/4 29/8 29/21 31/14 31/19 33/5 33/6 34/21 35/1 35/25 36/14 36/19 36/21 36/23 37/13 38/8 38/22 39/12 41/4 41/13 41/15 41/24 43/17 43/20 44/24 45/2 45/15 47/12 49/14 51/15 53/10 53/10 53/12 53/16 57/23 59/13 60/11 61/4 62/6 62/11 65/19 65/24 65/24 66/19 67/13 68/16 69/16 70/5 71/11 71/12 71/12 71/20 71/20 71/21 72/4 72/6 72/15 74/8 76/13 77/24 82/3 83/4 90/8 91/11 94/4 94/7 95/6 attached [1] 30/4 ATTENDANCE [1] 1/10 Attorney [2] 1/14 2/17 audience [2] 92/20 93/1 authority [1] 92/13 automatically [2] 66/23 70/12 available [2] 23/14 24/23 avenue [1] 58/12 average [12] 9/11 9/18 11/6 11/9 11/12 11/14 12/6 12/15 12/16 12/17 12/22 17/5 avoid [1] 86/21 aware [2] 27/15 61/3 away [3] 12/3 12/5 17/13 awfully [1] 34/13 aye [14] 95/21 95/23 95/25 96/2 96/4 96/6 96/7 96/17 96/19 96/21 96/23 96/25 97/2 97/3 B back [27] 6/19 9/23 9/25 12/2 16/5 17/19 19/19 21/1 21/7 27/25 39/11 41/22 42/17 43/19 50/25 53/18 55/23 56/1 59/14
---	--	---	---	---

(2) all... - back

B	before we [1] 6/12	briefly [1] 87/14	39/8 39/9 39/10	certain [11] 4/9
back... [8] 62/1	beforehand [1] 13/7	bright [1] 67/14	39/11 41/25 42/16	5/21 5/24 17/23
66/9 68/15 68/17		bring [6] 26/2	42/23 47/3 50/25	24/16 60/11 69/6
70/8 77/22 78/4	begins [1] 13/1	36/12 65/18 66/4	52/6 52/6 53/9	72/17 72/18 72/20
82/1	behalf [1] 57/10	76/15 81/3	55/6 57/11 57/23	74/11
backyard [1]	behind [4] 20/24	bring it [1]	60/1 61/17 65/7	certainly [13]
68/14	21/2 42/7 65/22	36/12	66/20 67/7 69/6	19/24 23/24 25/24
bad [2] 22/17	being [7] 26/5	bringing [1] 16/5	69/12 69/14 69/24	26/18 35/2 41/25
69/8	26/14 56/1 58/15	broad [1] 67/17	69/24 69/25 70/5	65/7 65/8 65/9
BALLAS [1] 1/3	67/2 70/2 70/23	broadener [1] 5/7	70/14 70/20 71/11	67/7 83/2 83/24
bare [2] 13/11	believe [3] 7/8	brought [2] 22/2	74/13 75/5 75/23	85/7
67/13	24/10 46/16	25/3	76/24 77/23 77/23	Certified [3]
base [2] 58/12	Bellerive [1]	Broughton [2]	80/4 80/19 81/5	98/6 98/7 98/7
68/4	29/15	55/21 58/9	81/19 82/17 82/18	certify [1] 98/8
based [11] 7/25	below [1] 20/23	Broughton's [2]	82/21 82/22 83/2	cetera [2] 24/4
9/6 10/3 13/10	benefit [1] 22/15	57/19 58/17	83/9 83/22 84/14	24/4
15/10 45/4 45/9	berming [1] 12/21	brown [1] 73/2	84/19 84/19 84/20	chain [58] 61/5
45/20 46/2 49/19	best [3] 55/12	brush [1] 67/17	86/10 86/21 87/1	61/14 61/20 66/16
73/20	82/24 83/14	build [5] 19/8	87/4 90/18 90/19	66/19 67/9 68/7
basement [3]	Beth [1] 1/11	42/2 42/6 82/11	can't [18] 14/13	68/10 68/13 68/16
17/13 19/16 20/1	better [6] 39/1	83/2	14/19 14/19 20/13	69/3 69/12 69/19
basements [2]	45/15 63/24 68/14	buildable [5]	23/12 33/13 33/15	69/21 70/2 70/24
17/22 19/14	80/10 80/11	48/11 48/13 50/12	38/2 40/4 50/11	71/1 71/11 71/24
basically [8] 4/2	between [7] 3/18	59/12 60/4	74/14 75/17 75/17	71/25 72/14 72/23
5/15 8/7 9/19	8/13 21/6 28/19	builders [4]	75/17 77/1 84/23	73/3 73/13 73/18
10/13 46/11 49/7	30/1 30/2 68/17	17/20 57/17 93/7	84/24 94/5	74/4 74/19 74/23
56/10	beyond [2] 42/17	93/12	Canada [1] 11/10	74/23 75/14 75/18
basis [4] 23/25	78/1	building [25]	cannot [1] 84/20	76/14 77/4 77/15
71/9 85/13 85/20	big [7] 21/19	4/22 6/25 7/11	care [8] 4/18	78/5 78/13 78/18
basketball [4]	23/21 34/13 68/13	7/25 8/7 9/1 9/12	16/23 46/8 57/20	78/21 79/2 79/12
5/3 27/18 27/23	70/19 74/6 78/13	9/18 9/23 10/2	77/15 78/5 83/13	79/18 79/20 80/4
61/22	bigger [4] 34/16	12/5 13/15 13/23	83/21	80/9 80/17 80/23
be [165]	38/8 39/10 57/19	18/13 19/1 38/4	carefully [1]	81/6 82/1 82/10
be no [1] 30/4	bit [5] 6/2 14/25	38/5 39/11 44/10	66/22	82/13 83/13 83/13
because [31]	74/21 83/10 90/9	56/4 56/11 57/18	Carl [3] 1/14	83/17 84/13 84/14
12/22 14/7 15/22	black [17] 61/20	88/23 88/25 93/13	2/17 36/15	85/6 85/20 86/3
17/2 19/7 22/14	61/21 66/19 66/25	built [9] 11/16	Carney [5] 1/11	Chair [4] 1/11
25/18 27/20 29/4	67/5 68/10 68/16	37/12 42/3 43/11	2/5 83/24 96/1	3/3 96/7 97/3
31/5 32/2 44/7	69/3 71/18 71/24	54/3 59/11 76/13	96/16	change [14] 4/12
44/25 50/4 52/1	73/2 73/13 75/5	89/12 89/16	case [16] 8/9	8/1 10/7 12/19
53/25 54/6 54/14	80/4 80/20 86/4	but [109]	8/22 8/25 9/14	15/10 31/25 46/20
54/20 56/19 58/22	86/4	buyers [1] 17/24	13/15 23/2 46/21	49/2 58/3 58/20
59/15 63/2 63/7	black-coated [3]	C	47/7 50/11 51/25	60/4 69/15 74/6
63/23 65/4 65/5	61/20 68/10 71/18	calculate [2]	52/4 54/9 58/17	78/16
71/12 79/16 79/21	blend [1] 72/1	9/15 11/12	85/18 87/2 92/16	changed [4] 35/4
86/18	blended [1] 73/20	calculation [3]	cases [4] 19/13	37/14 61/24 76/6
become [2] 14/17	blending [2] 61/9	4/24 10/25 23/19	46/7 50/13 89/24	changes [4] 16/24
58/18	71/14	call [7] 2/4	castle [1] 20/7	57/19 93/9 96/10
becomes [5] 19/19	blends [1] 72/20	12/21 40/11 62/24	castle-like [1]	changing [1]
47/8 49/14 60/11	Board [8] 4/8 4/9	68/25 79/4 85/25	20/7	47/25
77/9	5/15 37/9 41/6	came [2] 59/20	category [2] 29/4	character [6]
bedrooms [2]	46/18 54/15 63/4	76/7	31/2	10/5 19/19 19/23
40/14 40/25	borders [1] 79/24	can [94] 3/20	cause [11] 10/12	33/11 39/16 45/3
been [15] 5/14	both [6] 3/17	5/16 5/20 8/1	11/9 18/14 18/15	Charter [1] 95/10
7/7 11/16 12/20	3/18 45/25 46/13	9/22 10/3 10/4	22/20 29/1 34/5	cheap [3] 80/5
12/21 19/4 19/5	47/8 78/4	12/11 12/19 13/5	38/21 53/19 69/5	91/11 91/14
27/8 29/9 63/22	bottom [2] 18/12	13/24 15/2 18/16	85/5	cheaper [1] 80/10
78/15 88/11 88/12	62/12	18/18 20/4 20/15	causing [1] 7/15	chimneys [1]
91/16 93/23	box [1] 68/13	21/20 25/4 25/5	CCR [6] 1/21 1/21	20/16
before [14] 4/15	brainstorming [1]	25/14 28/4 30/4	98/14 98/14 98/15	choice [1] 59/15
5/15 6/12 6/18	56/17	33/4 34/9 34/25	98/15	choose [3] 13/20
13/1 16/7 27/19	break [2] 18/10	35/2 35/20 36/14	ceiling [2] 17/23	65/3 93/9
66/5 66/22 78/23	94/6	36/14 36/21 36/21	19/12	chooses [1] 84/15
78/25 83/8 89/13	brick [1] 23/4	36/23 38/1 38/9	central [1] 7/4	circumstances [2]
94/5	Bricks [1] 91/19	38/16 38/17 38/18	century [2] 37/12	75/18 75/20
			42/3	cities [8] 7/18

(3) back... - cities

C	95/10	Commission's [1]	30/6 32/4 35/22	Council [10] 7/8
cities... [7]	codes [1] 88/23	92/10	39/13 62/15	57/23 92/13 92/15
7/21 8/17 12/10	COEUR [12] 1/2	common [3] 20/8	consolidates [1]	93/21 94/2 94/5
16/13 41/10 45/16	3/13 4/4 5/9 7/1	22/7 79/8	29/22	94/6 96/9 97/4
62/15	7/19 8/6 8/17	Community [3]	constitutes [1]	count [7] 20/17
city [32] 1/2	27/2 35/14 41/7	1/15 2/19 3/12	6/7	20/22 22/5 23/18
1/14 1/15 2/17	74/10	Comp [1] 7/1	constructed [3]	24/6 24/25 25/6
2/23 3/13 5/9	Coeur's [1] 56/21	compare [1] 80/7	24/20 28/3 79/12	counted [2] 23/14
5/20 7/2 7/8	collect [1] 23/7	comparing [1]	construction [10]	25/16
10/24 22/3 27/1	color [9] 61/18	50/23	8/25 9/2 13/1	Country [1] 21/9
27/2 49/7 52/19	61/18 62/14 63/8	comparison [1]	16/17 23/20 24/2	counts [1] 22/20
58/16 69/16 70/3	64/24 67/16 72/21	81/22	28/2 57/20 58/14	County [2] 7/21
79/12 79/25 85/4	73/24 86/1	complaints [1]	59/3	98/3
85/13 85/20 92/4	colored [1] 71/25	63/6	consult [1] 19/1	course [3] 66/19
92/13 92/15 93/21	colors [5] 70/24	completely [1]	consumers [1]	79/13 79/17
95/7 95/10 96/9	75/4 75/6 75/7	85/20	17/22	court [14] 1/20
97/4	82/23	compliance [1]	continuation [1]	3/8 27/3 27/20
City's [4] 3/7	column [10] 28/22	19/22	93/11	27/23 27/23 27/24
4/25 92/8 95/11	32/3 32/8 32/13	complicated [1]	continue [6] 16/7	61/22 61/22 66/17
city-wide [2]	32/22 34/15 34/21	15/15	22/25 26/24 93/4	81/5 81/19 98/6
85/13 85/20	34/24 36/20 36/23	comprehensive [5]	94/15 95/14	98/8
clad [1] 67/15	columns [15] 5/23	4/4 22/3 69/16	continued [1]	courts [9] 5/2
clarification [2]	31/6 31/10 31/19	92/11 95/11	97/5	5/3 5/3 27/16
28/5 87/15	32/1 33/5 33/21	comprehensively	continuing [1]	27/17 27/18 61/25
clarified [2] 5/6	34/7 35/8 36/4	[1] 21/21	94/18	67/5 81/8
54/18	36/17 36/25 43/12	compute [1] 12/15	contrast [1] 63/5	cover [6] 3/19
clarify [8] 6/4	44/2 44/10	concern [7] 16/23	control [1] 54/1	4/19 4/20 15/17
25/9 35/2 54/6	combination [1]	18/8 19/5 22/18	convoluted [1]	16/7 43/11
65/7 67/7 87/22	89/5	58/23 74/7 93/20	9/21	coverage [10] 5/1
90/10	combined [2]	concerned [1]	Conway [3] 51/15	22/5 22/7 22/22
clarifying [1]	16/24 17/1	83/12	51/15 53/11	23/12 24/23 25/10
94/10	come [24] 4/14	concerns [2] 20/7	coping [1] 8/19	25/14 37/15 62/6
clarity [2] 45/8	9/13 11/8 19/4	26/12	corner [20] 6/2	coverages [1]
49/5	22/15 22/16 25/24	conclude [1] 95/5	33/6 43/17 43/17	22/1
Clayton [6] 7/22	27/19 44/4 46/9	concrete [7] 23/2	43/20 44/20 44/22	covered [5] 5/13
8/3 10/12 16/14	53/4 60/23 65/1	87/23 88/8 88/24	45/9 45/12 45/13	5/16 17/9 25/14
45/17 94/9	70/24 74/1 75/23	89/5 89/14 89/21	45/14 45/21 45/22	28/9
clean [3] 4/19	76/8 77/23 78/23	concur [1] 33/25	45/24 46/21 49/6	create [8] 9/18
6/6 92/8	78/25 81/25 83/3	condition [1]	49/14 50/5 65/21	10/4 16/11 19/16
clean-up [1] 6/6	87/16 89/1	48/22	65/25	38/6 43/13 58/6
clean-up-type [1]	comes [5] 9/15	conditional [1]	corners [1] 11/6	91/20
4/19	24/18 27/15 49/11	79/23	correct [23]	created [2] 21/5
cleaned [1] 5/6	94/5	conditions [5]	14/15 14/16 17/14	62/1
cleanup [1] 27/5	comfortable [9]	5/21 7/25 51/24	17/15 24/14 29/24	creates [3] 58/12
clear [4] 65/14	36/24 57/22 72/4	69/6 91/3	34/17 40/6 41/9	58/24 91/24
72/13 73/6 75/4	73/9 74/17 82/13	conjunction [1]	42/24 44/5 44/7	creating [2]
cleared [1] 42/21	83/15 85/19 93/20	28/3	49/22 52/23 54/23	57/23 91/16
clearly [1] 66/9	comfortably [1]	connected [3]	58/8 58/13 60/25	credit [2] 22/14
Clerk [1] 95/7	75/18	32/8 36/17 36/23	80/16 84/21 85/8	23/9
close [1] 81/14	coming [6] 27/8	connecting [1]	89/10 92/14	Creskide [1]
closer [3] 19/6	30/23 57/9 70/16	76/14	correction [4]	65/24
28/4 66/8	70/25 78/3	connectivity [1]	92/2 92/6 92/6	CREVE [13] 1/2
club [1] 79/17	comment [6] 17/21	33/8	92/17	3/13 4/4 5/9 7/1
coated [15] 61/20	27/10 27/12 93/13	consider [7]	correctly [2]	7/19 8/6 8/16
67/6 68/10 71/18	93/19 94/4	26/13 41/25 64/8	13/3 23/18	27/2 35/14 41/7
72/25 74/23 79/10	comments [7] 3/23	66/16 87/24 88/3	could [26] 14/12	56/21 74/10
80/20 82/22 83/13	15/17 17/19 27/9	90/14	17/12 17/13 23/1	CSR [3] 1/21
83/18 85/23 85/24	63/22 79/8 92/25	consideration [1]	36/12 55/19 55/23	98/14 98/15
85/25 86/4	commercial [5]	18/11	56/8 56/18 65/10	cul [2] 59/21
coating [2] 70/6	24/22 24/23 25/5	considered [7]	71/18 71/25 71/25	60/8
83/20	25/10 25/15	28/23 29/15 51/3	72/3 72/8 72/8	cul-de-sacs [2]
code [11] 4/1	COMMISSION [13]	51/6 54/21 69/20	75/3 81/24 82/6	59/21 60/8
5/24 24/1 28/6	1/1 2/3 4/15 7/8	88/20	85/7 85/9 93/21	curing [1] 89/8
50/6 54/18 70/1	31/11 31/20 37/1	considering [1]	94/1 94/1 94/3	curiosity [1]
72/15 82/11 92/8	70/15 71/12 71/13	66/22	94/3	16/12
	76/5 77/9 81/25	consistent [5]	couldn't [1] 19/3	curious [2] 59/19

C	deleted [1] 29/9	did [19] 19/1	district [3] 22/6	67/16 68/12 69/7
curious... [1]	delivery [1]	21/10 22/18 35/11	22/7 79/18	69/11 69/13 70/4
90/11	32/19	43/9 52/15 53/4	districts [1] 4/6	70/12 72/10 73/22
current [9] 9/20	demanding [1]	56/1 56/12 59/4	Division [1] 19/1	74/17 77/15 78/5
37/20 37/21 38/15	80/1	59/12 61/25 65/18	do [85] 3/18 5/11	78/25 80/5 80/13
44/18 47/15 47/18	demo [1] 13/11	78/19 79/15 79/16	8/2 8/17 8/18 9/8	80/16 80/21 80/22
48/16 77/21	demolish [1]	79/19 92/5 92/12	9/10 10/15 10/19	80/24 82/21 83/12
currently [6]	14/20	didn't [6] 39/15	10/19 10/23 11/2	83/21 85/6 86/20
18/24 31/5 41/20	demolition [4]	41/21 56/13 59/5	11/5 11/8 11/25	86/23 87/17 87/17
56/3 56/7 58/22	13/4 13/5 14/8	65/17 79/4	12/10 13/2 15/10	88/15 88/16 89/19
curve [1] 59/24	14/22	difference [4]	16/1 19/20 20/6	89/19 90/9 90/20
curves [1] 59/22	denied [6] 31/16	21/6 28/19 77/10	20/6 21/18 23/20	90/23 93/12 94/5
D	54/13 54/16 54/20	86/22	24/20 24/23 24/24	done [3] 9/17
dark [8] 62/14	56/2 59/15	different [18]	25/13 30/17 33/18	9/19 87/12
64/24 75/5 75/6	Department [1]	4/2 6/14 8/4 28/8	33/19 36/9 36/16	door [2] 81/6
80/3 83/20 86/1	38/5	44/24 44/25 51/24	39/17 42/16 43/6	84/13
86/4	depending [1]	51/24 56/22 69/4	43/9 43/16 44/11	down [9] 10/8
darker [2] 61/17	35/19	69/17 70/8 74/10	44/13 44/18 44/21	12/17 18/12 22/16
83/19	depends [2] 18/3	84/7 84/7 84/11	45/7 45/14 45/14	25/4 28/10 35/5
darkly [1] 71/24	18/20	86/22 90/9	45/17 45/20 46/1	53/24 82/20
data [1] 11/11	depth [4] 24/3	differently [2]	46/1 48/14 48/22	downgraded [1]
date [1] 97/6	24/4 39/6 56/4	6/3 33/22	50/21 53/25 54/1	68/8
dates [1] 40/8	describing [1]	difficult [7]	54/17 56/8 56/18	drain [2] 23/7
day [1] 67/21	14/24	9/22 19/15 45/5	57/15 62/24 63/5	24/15
de [2] 59/21 60/8	design [15] 5/10	47/9 76/12 76/21	63/10 68/9 70/1	draw [1] 67/22
deal [6] 7/3 27/3	33/9 35/22 36/4	77/9	72/12 72/25 75/12	drawing [2] 9/16
39/19 42/1 72/24	54/1 56/12 59/15	difficulty [1]	79/2 80/13 80/18	12/12
90/18	59/16 61/4 61/8	58/7	82/25 83/22 84/22	Drive [1] 1/21
dealing [3] 5/2	61/14 71/14 78/20	dimension [2]	86/24 88/23 88/25	driveway [4] 33/5
13/18 68/3	78/23 80/12	46/25 47/1	89/17 89/24 90/1	87/19 90/22 91/5
dealt [1] 28/12	designed [4] 23/6	dimensions [3]	90/1 90/10 93/24	driveways [4] 6/7
Deborah [3] 1/21	24/17 54/3 89/7	11/4 45/9 47/12	93/25 94/14 94/22	22/9 87/13 87/20
98/5 98/15	designs [1] 72/11	dining [1] 40/12	98/8	driving [2] 4/15
decide [1] 74/18	desirable [1]	direct [2] 45/8	Documentation [1]	17/21
decision [2]	69/20	87/4	95/7	drop [1] 13/22
74/24 93/22	detailed [1] 45/1	direction [4]	does [14] 10/18	due [2] 47/21
decorative [11]	deteriorated [1]	46/15 61/2 72/6	11/13 26/12 29/4	50/4
29/12 32/5 32/22	89/6	72/14	33/23 40/4 55/2	dust [1] 91/22
61/7 66/3 66/6	deteriorating [1]	Director [3] 1/15	59/17 59/20 59/21	E
67/20 73/16 77/23	89/14	2/19 3/12	61/5 65/4 84/3	each [3] 6/17
88/1 90/15	determination [1]	disconnect [1]	89/11	6/23 41/5
decorativeness [1]	44/25	10/2	doesn't [19]	eared [1] 63/14
90/25	determine [7] 6/1	discourage [5]	12/16 15/10 16/21	earlier [1] 7/15
define [11] 5/23	9/9 17/10 46/1	78/17 80/13 80/25	18/5 20/2 20/3	early [1] 7/14
6/6 44/17 45/8	47/20 48/22 49/2	81/2 83/22	22/4 25/10 32/24	easier [3] 56/9
45/16 45/20 47/10	determined [2]	discouraged [5]	34/9 44/19 46/9	83/5 94/11
47/17 48/14 50/20	6/4 53/18	61/6 61/15 78/22	58/11 58/11 63/4	easily [1] 20/4
90/13	develop [1] 15/4	86/10 86/13	65/6 79/25 88/22	easy [1] 72/24
defined [2] 60/13	developed [3]	discouraging [1]	89/1	eave [1] 8/13
71/22	47/19 53/20 54/7	80/14	dog [1] 63/14	effect [2] 67/15
defines [1] 56/22	developer [1]	discretionary [2]	63/14	86/6
defining [5] 32/1	9/14	92/2 92/7	dog-eared [1]	either [6] 3/20
32/3 32/6 55/15	developers [4]	discuss [1] 25/11	63/14	78/4 82/20 83/21
60/17	15/18 15/23 17/20	discussion [17]	doing [7] 12/23	87/23 87/24
definition [14]	94/12	3/20 5/7 6/17	16/18 16/19 24/10	elderly [1] 57/21
9/9 9/20 10/15	developing [1]	27/13 31/8 31/25	49/16 91/14 92/17	elements [3] 5/24
10/16 25/10 27/23	92/10	37/8 57/21 61/18	dollar [2] 84/10	21/23 29/12
43/2 44/18 51/1	development [8]	71/16 74/9 81/3	84/11	elevation [6]
52/2 54/19 60/22	1/15 2/20 3/7	86/21 87/9 93/3	Don [1] 1/12	38/11 38/12 40/3
90/17 94/24	3/12 36/5 53/12	95/18 96/14	don't [58] 16/15	40/22 41/4 41/20
definitions [6]	62/6 79/21	distance [3] 5/17	22/15 25/17 29/7	elevations [3]
4/23 10/14 15/15	developments [1]	8/8 56/8	31/5 40/9 40/15	11/5 12/6 12/6
31/6 95/3 96/10	78/24	distances [2]	42/1 43/6 43/7	eliminate [1]
degree [1] 22/23	diagram [1] 17/11	10/11 11/7	43/7 43/13 43/14	4/13
	dictating [1]	distinction [1]	44/9 49/15 54/1	else [3] 84/4
	21/22	30/1	58/20 60/8 60/23	
			64/9 65/4 66/4	

(5) curious... - else

E	everybody [1] 27/11	F	62/25 63/12 63/17 65/10 66/20 66/21 69/3 69/12 69/13 69/21 69/21 69/25 70/24 71/25 72/14 73/3 74/4 74/14 74/16 76/15 76/24 77/4 77/20 78/5 78/13 79/10 79/12 80/4 80/9 80/10 80/23 81/5 81/7 81/18 81/18 82/1 83/13 84/13 84/14 84/23	following [1] 95/6
else... [2] 91/22 92/19	everybody's [2] 43/15 85/21	face [2] 45/12 53/20	follows [1] 4/22	
elsewhere [1] 28/5	everyone [2] 2/2 83/6	faces [1] 45/13	foot [15] 13/14 23/16 29/19 32/2 38/18 38/25 39/21 39/21 42/17 53/3 56/5 66/5 76/13 81/5 81/6	
Enclave [1] 29/15	everything [3] 21/21 85/12 91/22	facilities [1] 27/18	footprint [5] 11/3 13/14 13/14 13/23 22/8	
encouraged [2] 61/7 86/16	everywhere [2] 73/16 89/14	facility [4] 27/16 27/25 61/23 68/11	force [1] 81/1	
encroach [1] 5/16	exact [3] 16/16 21/12 21/13	facing [2] 62/9 86/12	foreclose [1] 58/11	
encroachments [1] 39/14	exactly [2] 43/10 84/8	fact [2] 19/3 94/8	foresee [1] 68/7	
end [11] 3/21 6/19 26/7 27/11 88/2 88/21 89/3 90/22 91/2 91/11 91/18	examined [1] 4/21	fair [2] 3/18 69/22	forever [1] 40/18	
enforce [1] 80/25	examining [1] 39/16	fairly [2] 49/11 94/9	forth [2] 41/12 75/2	
engineered [5] 23/3 23/7 23/17 24/13 24/15	example [15] 7/23 8/3 10/13 11/3 12/12 14/9 33/17 33/21 46/16 50/3 51/13 52/11 66/21 67/3 76/16	familiar [1] 5/4	forward [12] 3/21 6/24 11/1 15/18 54/19 57/22 59/13 75/23 93/8 93/11 93/21 94/2	
engineers [2] 10/22 15/19	examples [4] 21/5 46/13 52/16 53/5	family [3] 18/23 22/6 52/24	found [1] 8/4	
enough [3] 17/1 72/13 74/20	examples for [1] 53/5	fan [1] 78/13	frame [1] 32/6	
ensure [1] 75/4	excavation [2] 18/10 18/12	fanfare [1] 5/19	frankly [1] 49/15	
ensuring [1] 35/20	except [3] 68/10 94/18 95/15	far [7] 10/18 21/18 41/21 69/11 70/5 75/23 83/12	freestanding [2] 36/20 36/22	
entry [9] 28/22 32/1 33/5 33/5 36/4 36/17 36/20 37/15 40/11	exclude [1] 25/13	fashion [4] 21/22 45/17 47/4 52/5	front [81] 5/17 6/1 17/4 21/15 29/18 30/5 30/6 30/9 35/8 35/17 35/17 37/9 37/12 37/16 37/17 37/19 37/22 38/10 38/11 38/12 38/16 39/6 39/8 39/21 40/2 40/5 40/11 40/22 41/4 42/23 43/12 44/8 44/21 44/23 45/22 45/25 46/5 46/23 47/23 48/12 48/17 48/17 48/20 49/1 49/4 49/21 50/1 50/7 50/20 50/24 51/2 51/4 51/17 51/22 53/1 53/13 53/13 53/23 53/23 59/13 60/11 60/13 60/16 61/11 65/22 70/21 73/23 73/24 73/25 76/3 76/7 77/1 77/16 77/18 78/4 78/10 78/11 83/14 86/12 93/9 94/23	
environment [5] 61/10 71/15 72/1 72/20 73/21	excluded [1] 25/14	favor [4] 56/24 57/1 83/16 85/22	frontage [23] 46/2 46/3 46/3 46/3 46/5 46/6 46/12 47/1 49/25 50/8 50/25 51/3 51/5 51/7 51/8 51/21 52/3 52/12 52/12 52/13 52/14 56/23 60/9	
environmental [1] 22/15	excludes [1] 22/9	favor of [1] 85/22		
epoxy [1] 88/7	exhibits [1] 95/7	feature [1] 20/8		
equivalents [1] 45/23	exist [3] 12/23 15/4 89/11	features [1] 31/14		
especially [2] 19/14 67/22	existing [19] 7/25 9/1 9/3 12/3 12/14 12/19 12/20 13/16 13/19 14/3 15/4 16/16 19/7 19/14 19/23 37/11 38/3 53/24 87/20	feedback [2] 15/19 31/9		
essentially [6] 9/22 10/11 11/2 11/11 29/2 44/23	expand [1] 41/21	feel [2] 57/22 74/17		
establish [2] 8/11 44/21	expansion [1] 40/20	feeling [3] 36/24 37/5 79/9		
established [6] 9/4 9/5 10/6 18/9 53/22 54/8	expansion [2] 28/23 31/15	feet [48] 11/17 11/18 11/22 12/5 13/25 18/22 19/10 22/10 23/18 28/1 28/4 29/20 29/21 30/5 30/8 34/2 34/6 36/11 37/23 38/1 38/6 38/8 38/10 38/17 38/17 38/25 39/3 39/3 39/7 39/9 39/13 42/12 43/19 52/22 53/1 53/2 53/14 55/7 56/6 59/13 62/1 62/2 66/1 66/8 76/4 76/14 77/21 81/15		
esthetically [1] 74/18	expect [1] 72/25	felt [4] 5/5 33/7 41/17 93/20		
et [2] 24/4 24/4	expectation [1] 17/24	fence [56] 27/20 28/20 28/21 28/23 29/1 29/7 30/15 31/10 31/16 31/19 32/7 35/7 36/4 44/3 44/8 61/4		
et cetera [2] 24/4 24/4	expensive [1] 68/8			
even [14] 19/4 20/21 22/19 33/7 47/3 56/2 56/2 56/4 56/18 68/10 75/3 75/19 86/10 90/24	experiencing [3] 7/18 7/19 7/22			
evening [3] 2/1 3/10 3/11	explain [1] 77/10			
ever [1] 60/4	explains [1] 15/8			
every [3] 17/2 29/5 52/10	exposed [3] 72/23 73/3 88/8			
	extends [1] 47/4			
	extension [3] 29/16 29/18 30/14			
	exterior [1] 9/12			
	extra [1] 24/23			
	eye [1] 66/20			

(6) else... - frontage

F	53/14 65/20	11/12 11/18 11/18	happy [1] 33/18	11/4 12/2 12/3
frontages [5]	getting [4] 37/5	11/22 12/14 12/15	hard [3] 22/16	12/11 12/16 12/17
45/21 45/25 46/12	40/19 69/5 71/10	12/22 12/25 13/7	93/16 93/16	12/17 12/19 12/20
46/22 52/1	give [5] 22/14	13/17 13/19 14/3	hardly [1] 70/20	18/19 21/11 22/13
Frontenac [3]	59/13 67/3 93/5	15/4 15/9 15/11	hardships [1]	23/5 27/12 29/25
16/14 16/20 16/21	93/19	18/3 19/7 19/14	16/2	33/4 33/7 41/15
full [1] 25/2	given [3] 30/13	20/23 21/1 21/6	has [21] 4/5 5/14	44/14 46/17 46/22
fully [1] 75/10	59/2 91/3	graded [1] 24/4	7/6 14/8 17/3	46/25 47/5 47/22
function [1]	gives [2] 17/5	grades [4] 9/5	19/21 19/21 24/14	48/1 48/4 48/8
24/13	58/24	9/7 13/7 16/16	24/15 24/17 34/21	48/11 50/5 50/7
further [8] 4/14	go [39] 3/19 6/9	grading [6] 7/5	46/2 46/3 46/5	50/12 51/1 51/13
29/25 30/9 35/5	6/18 6/19 6/24	13/1 14/13 14/13	58/22 72/20 76/14	52/6 52/8 52/11
39/1 81/11 95/18	10/8 12/2 15/3	14/18 14/22	82/22 87/16 87/19	52/14 52/24 53/14
96/14	20/3 21/18 26/17	graduated [1]	89/5	54/11 54/14 55/17
future [2] 25/6	26/25 34/17 35/4	56/14	have [178]	56/11 60/1 60/2
25/21	35/11 38/17 38/24	grant [1] 70/12	have a [1] 69/4	62/8 65/17 74/1
G	41/7 43/14 47/12	granted [3] 5/19	have so [1] 25/18	76/24 76/25 77/4
gable [1] 8/22	50/15 50/25 59/10	37/16 37/17	haven't [1] 63/16	77/10 77/11 77/20
galvanized [2]	61/13 65/17 66/3	gravel [6] 87/20	having [6] 5/16	78/8 78/16 83/10
67/14 69/21	69/7 70/5 72/25	88/13 90/15 90/16	36/24 68/13 74/18	87/23 88/23 91/2
galvanized-type	76/24 77/1 78/20	90/16 90/24	75/19 93/11	here's [3] 50/3
[1] 69/21	78/25 79/4 80/20	great [2] 35/16	HBA [1] 94/3	61/24 83/5
game [1] 27/24	82/6 84/15 84/18	70/19	he [14] 2/21 2/21	hereby [1] 98/8
garage [1] 86/12	86/25	greater [14]	43/9 43/11 46/18	hey [1] 32/2
gate [4] 28/22	goal [1] 31/22	11/22 11/23 46/3	54/10 54/14 56/18	high [9] 56/14
32/6 36/18 36/23	goes [6] 11/1	46/5 46/24 50/1	56/20 56/20 59/11	80/22 84/16 88/2
gates [8] 5/23	19/19 23/24 40/4	50/8 50/25 51/3	59/12 76/14 77/3	88/21 89/3 90/22
31/6 31/10 31/18	79/3 92/15	51/8 51/21 52/3	he's [3] 46/19	91/2 91/18
35/8 36/4 36/25	going [51] 4/20	52/11 52/13	57/20 76/14	high-end [6] 88/2
43/12	5/22 8/21 8/21	green [4] 22/23	head [1] 8/25	88/21 89/3 90/22
Gatesbury [1]	10/8 10/9 10/20	70/23 73/2 75/5	hear [2] 5/8 18/1	91/2 91/18
1/21	10/24 10/25 11/12	ground [1] 9/11	heard [3] 18/15	higher [1] 68/9
Gene [1] 1/13	13/6 15/1 15/3	guess [6] 18/7	38/4 38/5	highest [1] 20/11
general [5] 5/11	15/10 15/13 15/20	68/6 70/23 70/25	hearing [14] 1/1	highly [1] 61/6
28/13 29/19 89/25	18/1 18/12 24/19	77/7 78/3	1/8 3/14 16/7	him [4] 56/16
93/4	24/20 25/9 26/22	guessed [1] 78/12	25/23 73/9 93/5	56/16 56/16 56/17
generally [12]	26/23 32/2 35/20	guideline [2]	94/15 94/18 95/6	hip [1] 8/22
8/12 8/19 29/16	38/25 46/13 46/18	72/5 86/16	95/14 97/5 98/9	hiring [1] 56/15
32/15 43/18 52/23	46/19 49/3 49/8	Guidelines [8]	98/11	his [4] 54/6
61/12 63/4 63/22	51/19 53/18 69/11	33/10 61/4 61/8	Heather [1] 1/13	59/15 59/15 74/19
73/2 80/23 81/9	70/7 70/25 72/25	61/14 71/14 78/21	heavier [1] 67/24	HOA [1] 94/3
generate [1] 87/8	77/8 80/6 80/6	78/23 80/12	hedge [4] 29/6	HOA could [1]
generated [1]	80/9 80/10 82/13	guy [1] 43/9	29/9 43/11 44/3	94/3
16/2	82/19 83/25 84/12	H	hedges [3] 29/3	hockey [2] 5/3
gentleman [1]	89/23 89/25 91/23	had [14] 5/5	43/5 43/6	27/18
46/17	93/18 95/5	14/22 17/13 21/11	height [39] 4/23	hold [5] 23/20
gentleman's [1]	golf [2] 79/13	27/19 28/8 46/18	6/25 7/5 7/11	24/1 35/4 56/6
47/7	79/17	47/20 55/14 58/2	7/25 8/7 8/10	57/16
get [43] 3/24	gone [2] 58/22	58/9 62/1 70/23	8/12 8/13 8/14	holding [4] 24/5
6/18 7/11 12/7	82/15	89/8	8/23 9/1 9/6 9/23	33/13 33/15 57/24
13/6 14/12 15/19	good [13] 2/1	hadn't [1] 78/12	10/3 10/8 10/16	home [34] 19/8
16/9 17/19 17/21	3/10 3/11 6/22	hair [1] 37/5	11/13 12/7 12/17	20/17 21/13 22/9
19/10 20/4 24/20	8/5 10/13 15/2	hairs [1] 74/21	15/5 15/12 15/13	29/16 29/19 30/4
25/17 27/10 28/6	17/3 17/6 21/20	half [3] 23/14	16/17 17/14 18/3	31/14 35/20 35/23
28/9 28/16 29/7	22/12 82/8 91/4	56/7 58/16	18/9 18/12 18/20	35/24 37/11 38/3
31/9 39/16 44/9	got [12] 11/9	Hall [4] 1/12 2/7	18/22 19/5 19/11	38/14 38/17 39/7
47/5 57/19 62/8	32/2 35/13 41/22	96/3 96/18	20/8 20/9 20/12	42/2 42/3 43/12
63/2 63/5 65/21	42/10 48/24 50/16	hand [1] 27/13	20/15 57/18 75/1	53/17 53/20 53/24
71/13 74/6 74/22	74/1 77/2 77/6	handle [1] 38/2	93/14	54/6 57/17 59/16
77/4 77/13 79/8	83/4 94/13	handled [1] 85/9	heights [1] 17/23	65/21 65/23 68/17
80/6 80/17 80/18	gotten [1] 28/19	happen [2] 20/24	help [2] 6/3	76/7 76/11 78/11
82/6 86/20 89/25	grade [36] 6/25	34/10	42/19	90/6 93/6 93/12
90/19 91/18 93/6	7/12 8/8 8/8 8/11	happened [2] 14/8	helped [1] 42/25	homeowner [3]
gets [3] 45/5	9/2 9/3 9/10 9/10	14/12	helpful [1] 27/12	9/14 23/11 49/23
	9/15 10/1 10/16	happens [1] 45/13	here [64] 2/21	homeowner's [1]
	10/17 11/8 11/9		8/1 9/25 11/3	93/23

(7) frontages - homeowner's

H	I			
homes [12] 10/21 17/23 17/24 35/14 38/8 41/11 49/12 54/1 68/9 74/13 84/10 84/12	I'd [3] 66/15 68/3 83/15 I'll [7] 8/6 9/19 27/10 40/11 89/5 95/6 95/17 I'm [55] 6/16 14/21 15/13 15/22 21/4 21/4 23/21 25/23 26/22 30/13 40/1 40/7 40/19 41/14 46/13 46/19 48/10 49/23 53/6 53/11 56/10 56/12 59/9 59/19 59/19 60/3 65/19 67/24 67/24 69/4 69/4 70/23 70/25 71/10 72/2 73/8 73/21 73/22 78/3 78/12 78/14 78/14 81/20 82/13 83/12 83/25 85/5 85/17 85/17 87/1 89/12 89/23 89/25 90/3 93/13 I've [6] 18/15 21/5 40/17 88/11 89/2 91/13 idea [1] 69/5 ideas [2] 16/9 69/10 identified [2] 4/21 52/18 if [146] if that [1] 65/20 IL [3] 1/21 98/14 98/15 IL-CSR [3] 1/21 98/14 98/15 Illinois [1] 98/7 image [1] 40/19 impact [1] 21/13 impeded [1] 56/13 impermeability [1] 25/11 implement [3] 13/3 14/24 15/1 implementation [1] 7/14 implemented [1] 16/13 import [1] 10/13 improved [2] 90/13 90/19 in [207] in our [1] 23/25 inaudible [5] 21/24 41/6 76/19 82/1 91/22 inaugurate [1] 32/24 Inc [1] 1/20 incentive [2] 25/1 25/21 inch [2] 63/15	63/15 inches [4] 32/1 34/16 34/22 35/16 inclination [1] 66/18 inclined [1] 93/25 include [5] 5/3 27/22 29/17 31/7 89/17 included [3] 28/21 29/1 29/20 includes [1] 22/8 including [1] 23/1 inconsistency [1] 54/17 inconsistent [4] 31/17 31/22 33/9 56/11 indentures [2] 85/6 85/15 indicate [1] 94/17 individual [1] 90/4 infill [3] 7/3 17/11 24/16 information [5] 10/20 10/24 16/9 21/12 93/18 initially [2] 61/25 63/1 input [1] 31/25 inside [3] 42/22 62/10 81/12 inspecting [1] 89/21 install [4] 22/16 56/13 62/3 84/23 installed [3] 23/17 56/14 70/2 instance [4] 42/4 46/8 85/10 86/11 institutional [1] 23/25 integrate [1] 13/4 intentional [1] 19/18 interest [1] 93/14 interested [1] 70/4 intern [1] 21/11 intersection [1] 43/17 into [32] 5/16 5/16 7/11 8/25 10/14 11/14 12/16 23/24 25/17 28/16 28/19 30/5 30/9 37/19 37/22 38/10 39/8 39/16 44/9 46/9 47/18 48/12 60/23 62/8 65/20	69/5 71/13 72/1 73/20 74/22 82/11 86/21 introduce [1] 4/23 introducing [1] 5/10 invisible [1] 66/20 inviting [2] 37/15 38/6 involved [1] 29/7 involving [1] 3/15 irrespective [1] 85/15 is [240] is a [1] 21/19 is an [1] 46/16 is how [1] 47/24 is where [1] 49/10 isn't [4] 45/1 56/4 76/21 84/12 issue [22] 7/10 19/17 19/19 21/10 21/13 21/19 27/11 28/5 43/21 44/14 58/18 63/10 63/11 63/12 63/21 70/17 79/14 80/2 81/4 81/7 84/24 94/4 issues [6] 27/5 28/7 57/23 57/24 70/8 91/21 it [276] it would [1] 60/3 it's [126] it's the [1] 55/7 item [9] 5/14 6/5 7/14 22/2 61/1 66/14 92/1 92/2 92/8 items [5] 4/9 4/14 4/19 27/3 94/18 its [1] 13/8 itself [1] 11/15	keeping [2] 19/22 35/13 Kelly [5] 1/15 2/23 3/17 26/23 27/1 Kelly's [1] 95/9 kept [1] 29/21 kind [37] 5/6 7/9 8/6 10/4 11/10 12/13 12/13 15/7 21/21 22/12 25/21 26/10 33/10 33/22 34/7 34/8 35/17 37/4 44/24 45/2 45/4 45/10 45/15 47/3 47/4 53/15 62/7 63/3 63/23 72/5 72/6 73/21 74/8 79/13 84/20 89/9 93/24 Kirkwood [1] 41/8 Kistner [1] 1/11 knew [1] 14/21 know [71] 5/4 7/6 8/19 14/25 15/25 16/1 16/24 17/5 18/1 18/2 18/3 19/10 19/11 20/23 21/1 21/5 21/18 21/19 22/13 22/16 23/23 24/12 27/23 33/22 35/13 37/14 39/15 40/9 42/1 43/14 44/15 45/2 47/5 47/7 49/1 49/8 50/11 53/12 57/12 66/21 67/23 68/2 68/15 68/19 68/24 69/19 70/5 70/11 70/24 73/1 73/15 75/6 79/16 80/13 80/25 83/3 83/4 84/15 87/17 88/2 89/1 89/11 90/6 90/20 90/21 91/19 91/21 92/7 92/18 93/23 94/13 KS [3] 1/21 98/14 98/15 KS-CCR [3] 1/21 98/14 98/15
however [5] 27/17 53/24 54/17 57/19 83/13 huge [2] 42/19 79/12 huh [18] 13/12 13/21 15/24 23/22 30/16 32/12 36/2 39/25 40/13 40/21 51/18 67/18 73/7 73/14 73/17 79/6 89/15 92/22 hypothetical [1] 64/12			J Jaggi [4] 1/15 2/20 3/4 3/12 Jaggi's [1] 95/9 Jason [7] 1/15 2/20 3/12 6/10 44/14 55/23 86/25 Jessica [2] 1/16 3/1 judge [1] 72/21 judged [1] 73/20 just [121]	L Ladue [9] 7/23 16/14 45/17 53/11 54/5 54/7 55/17 55/21 94/9 laid [1] 58/23 Lake [1] 51/15 landscape [1] 29/4 landscaped [1] 69/6 landscaping [3] 43/8 43/15 44/10 language [13]
			K Kansas [1] 98/7 keep [3] 32/20 39/12 41/16	

L	70/6 74/15 74/22 76/9 76/24 77/22 89/21 95/13	17/13 29/18 61/17 61/21 66/1 66/8 67/5 83/17 83/18	luck [1] 91/4 Lumley [3] 1/14 2/17 20/5	98/15 me [11] 15/16 20/6 26/15 33/20 40/18 42/21 42/25 50/19 59/20 68/22 83/10
language... [13] 16/16 29/22 35/3 65/12 66/10 67/8 67/10 67/25 68/3 78/17 78/19 86/15 94/9	like your [1] 63/1 likely [1] 93/12 limit [5] 22/20 36/17 75/17 75/18 79/15	longer [1] 49/21 longest [1] 58/4 longevity [1] 68/2	M Magruder [4] 1/12 2/9 95/20 97/1	Meadows [4] 54/5 54/7 55/17 55/22
lantern [1] 33/15 large [2] 40/19 69/19	limited [4] 20/8 22/8 23/9 56/10	look [44] 4/3 4/12 4/22 5/13 5/25 7/2 7/15 10/4 17/4 19/6 20/11 21/7 22/4 25/4 25/5 35/16 35/25 36/14 36/21 36/23 38/22 39/1 41/24 44/24 45/2 45/15 47/12 53/10 53/12 57/23 61/4 65/1 66/19 69/8 69/16 70/5 80/4 80/10 80/11 83/4 86/2 90/8 91/11 91/18	mail [1] 32/19 mailbox [5] 32/5 32/11 32/15 32/23 33/4 mailboxes [1] 32/25	mean [32] 8/10 8/12 8/14 8/23 9/10 9/23 10/17 11/11 12/7 13/18 18/19 19/25 20/12 20/21 23/21 25/17 33/25 37/2 39/21 40/4 50/21 68/20 74/13 74/15 75/14 76/9 76/21 86/9 87/23 88/20 94/3 94/12
larger [4] 10/21 36/10 39/18 59/14	limiting [2] 22/4 41/19	line [21] 8/13 28/1 34/3 48/8 48/10 50/24 51/2 51/3 51/4 51/5 55/7 56/6 56/8 56/11 59/23 60/14 60/18 66/2 67/22 76/25 81/15	main [4] 15/9 20/9 21/1 69/10	meaning [1] 38/13
last [7] 6/5 21/11 36/3 62/11 66/14 86/3 92/1	lined [1] 52/4	link [57] 61/5 61/14 61/20 66/16 66/19 67/9 68/7 68/13 68/16 69/3 69/12 69/20 69/21 70/2 70/24 71/1 71/11 71/24 71/25 72/14 72/23 73/3 73/13 73/18 74/4 74/19 74/23 74/24 75/14 75/18 76/14 77/4 77/15 78/5 78/13 78/18 78/21 79/2 79/12 79/18 79/20 80/4 80/9 80/17 80/23 81/6 82/1 82/11 82/13 83/13 83/13 83/17 84/13 84/14 85/6 85/20 86/4	maintains [2] 62/13 64/23	means [3] 29/6 34/10 50/23
later [4] 7/16 57/21 97/5 98/10	lines [4] 34/6 43/19 52/17 71/24	looking [13] 8/4 11/15 20/9 21/12 27/22 36/19 41/15 53/16 57/20 67/13 68/14 68/16 71/20	maintenance [2] 65/4 91/21	meant [3] 30/12 65/8 65/9
law [1] 92/16	lining [1] 81/9	looks [8] 11/10 12/11 18/15 22/22 34/2 40/18 67/23 68/17	major [1] 50/20	measure [19] 4/22 6/6 7/5 8/11 8/16 8/19 8/23 9/6 10/8 10/15 11/25 12/1 12/2 12/4 13/24 15/4 15/12 18/20 21/22
laying [1] 23/4	link [57] 61/5 61/14 61/20 66/16 66/19 67/9 68/7 68/13 68/16 69/3 69/12 69/20 69/21 70/2 70/24 71/1 71/11 71/24 71/25 72/14 72/23 73/3 73/13 73/18 74/4 74/19 74/23 74/24 75/14 75/18 76/14 77/4 77/15 78/5 78/13 78/18 78/21 79/2 79/12 79/18 79/20 80/4 80/9 80/17 80/23 81/6 82/1 82/11 82/13 83/13 83/13 83/17 84/13 84/14 85/6 85/20 86/4	lost [1] 50/16	majority [1] 84/2	measured [1] 9/1
lean [2] 74/22 75/19	list [2] 6/12 6/19	lot [54] 5/1 5/4 5/19 7/19 7/20 8/17 10/21 10/21 13/11 15/3 15/11 17/2 25/15 29/19 34/3 38/1 39/13 41/22 42/25 44/19 44/22 44/24 45/10 45/12 45/21 45/22 45/24 46/11 46/22 47/5 47/12 48/8 49/6 49/14 50/5 50/9 50/13 51/16 52/4 52/6 52/17 53/2 59/6 64/4 65/16 65/21 65/25 68/7 79/18 80/4 80/17 80/21 83/23 87/8	make [17] 10/18 15/16 16/10 24/11 30/1 33/23 38/24 44/25 61/15 72/10 74/3 74/24 87/4 91/3 92/17 95/13 96/8	measures [1] 74/15
leaning [2] 78/14 78/15	listed [1] 7/13	lots [6] 6/2 44/20 45/9 51/15 52/17 87/18	making [2] 14/25 78/16	measuring [4] 10/2 14/2 18/9 19/8
least [3] 28/1 38/8 95/6	little [16] 5/24 6/2 10/9 14/25 19/7 19/15 25/4 28/4 33/15 39/1 45/5 63/24 74/21 77/9 83/10 90/9	Louis [3] 1/22 7/21 98/3	mansard [1] 8/9	meet [3] 28/18 90/16 91/20
leave [3] 15/13 16/7 79/19	load [2] 38/2 89/5	low [2] 20/24 91/11	many [1] 16/12	meeting [2] 2/3 7/9
lengthwise [1] 54/10	located [1] 70/17	low-end [1] 91/11	marked [1] 56/7	members [1] 3/22
less [5] 22/10 26/14 51/9 53/2 68/24	location [1] 30/13	lower [1] 83/7	market [2] 17/21 17/25	mentioned [1] 9/20
lesser [7] 46/2 46/6 47/1 51/5 51/7 52/12 52/13	long [10] 6/13	lowering [1] 84/17	Mason [1] 65/25	met [2] 17/16 56/4
let [3] 44/15 74/24 92/18			material [10] 3/19 6/7 61/9 63/8 68/4 68/8 69/8 77/7 88/5 90/21	metal [11] 66/3 66/6 67/8 67/14 67/14 67/21 69/21 72/23 73/16 77/23 86/3
let's [4] 30/13 65/19 72/15 87/13			materials [1] 65/1	method [2] 10/7 14/23
letting [1] 92/7			matter [3] 59/18 94/14 95/9	methodical [1] 23/8
level [16] 9/11 9/23 11/11 17/10 20/23 21/1 21/16 21/17 62/6 71/12 71/21 72/5 72/7 72/16 77/24 94/4			matters [4] 5/2 6/13 45/10 93/1	methodology [1] 47/21
leveling [1] 20/22			Matthew [1] 1/14	metrics [1] 11/9
levels [1] 19/12			maximum [3] 5/1 32/20 34/22	mid [1] 37/12
lieu [1] 10/14			may [18] 9/14 15/17 17/9 19/15 23/2 26/1 37/22 62/13 64/20 64/20 65/5 71/7 74/19 85/18 86/5 87/2 90/9 91/15	mid-century [1] 37/12
light [3] 33/12 33/13 34/13			maybe [10] 4/11 5/10 5/20 38/24 40/9 41/7 57/22 63/2 64/12 67/10	middle [4] 34/8 68/13 69/2 70/19
like [45] 5/5 9/20 17/12 18/16 20/7 20/16 21/8 22/22 25/24 26/13 26/16 27/19 31/9 31/14 31/24 33/8 33/17 41/10 41/24 42/3 45/7 45/7 53/13 55/17 60/1 61/1 61/19 61/22 63/1 64/8 65/1 66/15 67/23 68/3 68/17 69/6 69/19			McLaughlin [4] 1/20 1/21 98/5	might [13] 3/23 17/20 18/8 22/19

M	96/20	94/13	nonconforming [3] 40/9 80/19 87/21	56/12 89/4 89/7
might... [9] 27/12 35/16 39/1 58/6 64/22 68/5 68/5 90/22 93/14	Mr. [18] 2/5 2/9 2/11 2/15 20/5 24/14 57/19 58/9 58/17 83/24 95/9 95/20 95/24 96/1 96/5 96/16 96/22 97/1	necessarily [3] 45/10 68/12 68/14	none [2] 75/19 88/18	occasionally [1] 87/16
million [2] 84/10 84/11	Mr. Broughton [1] 58/9	necessary [1] 67/5	normal [5] 37/13 40/18 53/12 61/23 81/18	occurred [2] 20/6 36/16
minimal [1] 5/17	Mr. Broughton's	need [20] 4/11 4/12 4/16 4/21 6/2 16/6 22/13 24/19 45/18 58/20	normally [1] 79/18	October [1] 7/9
minimum [2] 39/4 56/3	[2] 57/19 58/17	59/5 71/4 82/3 82/4 82/5 82/11 90/2 92/8 94/22 96/8	NORTH [1] 1/3	odd [3] 31/13 34/8 53/15
minor [1] 27/5	Mr. Carney [4] 2/5 83/24 96/1 96/16	needed a [1] 82/3	not [98] 2/21 5/12 8/10 8/14 8/18 8/20 9/4 9/23 11/13 12/23 13/11 17/4 18/11 19/22 19/22 20/22 21/15 21/15 21/17 23/3 23/4 24/12 26/18 29/4 30/11 30/14 30/14 31/21 33/16 33/23 36/23 38/7 40/1 41/7 42/22 43/1 43/20 44/2 45/10 50/12 51/19 51/25 53/11 54/1 55/2 57/6 58/5 59/4 61/12 62/23 63/8 63/12 63/21 64/4 64/19 67/24 68/1 68/2 68/5 69/4 69/20 71/7 72/12 73/1 73/20 74/19 74/23 74/23 75/9 76/10 78/12 78/16 80/5 80/14 81/14 82/2 82/7 82/8 82/12 83/11 85/1 85/17 85/19 86/14 86/25 87/18 89/9 90/1 90/4 90/16 91/2 91/14 91/20 92/6 92/12 92/16 93/3 94/24	oddly [1] 33/10
minute [1] 50/16	Mr. Jaggi's [1] 95/9	needed [3] 5/5 61/7 76/7		off [6] 34/6 52/7 56/6 93/22 94/6 95/2
MISSOURI [3] 1/2 98/1 98/6	Mr. Lumley [1] 20/5	needs [3] 35/3 62/2 72/13		offer [1] 95/6
MO [4] 1/21 1/22 98/14 98/15	Mr. Magruder [3] 2/9 95/20 97/1	neighbor [2] 74/19 81/6		often [7] 27/15 27/20 28/16 31/13 37/8 49/11 65/21
MO-CCR [3] 1/21 98/14 98/15	Mr. Rovak [4] 2/11 24/14 95/24 96/22	neighborhood [8] 19/23 40/10 45/3 84/10 85/6 85/10 85/10 89/12		oh [7] 12/8 30/24 39/5 56/19 66/14 87/13 95/1
MONDAY [2] 1/4 2/2	Mr. Schuh [2] 2/15 96/5	neighborhoods [8] 9/4 10/5 69/22 74/10 74/11 84/7 84/19 89/3		old [2] 59/8 69/16
monkey [1] 64/11	Ms. [7] 1/11 1/12 1/13 1/15 1/16 2/7 95/9	netting [2] 61/21 73/13		older [1] 41/11
monkey-wrench [1] 64/11	Ms. Hall [2] 96/3 96/18	never [3] 34/10 89/7 89/7		Olive [1] 14/9
monstrous [1] 20/25	Ms. Silverman [4] 2/13 84/6 95/22 96/24	new [21] 1/3 4/23 8/25 10/11 10/15 10/21 12/13 15/23 17/23 17/24 39/11 46/22 49/12 58/3 58/6 59/3 70/2 79/10 80/21 90/5 90/5		Olivette [4] 7/23 16/15 45/17 94/8
more [40] 5/24 6/5 9/6 10/9 13/3 16/20 19/6 19/7 19/15 21/21 22/19 23/12 24/13 25/4 26/13 26/17 27/18 27/18 30/5 32/1 37/15 37/23 38/6 40/2 41/20 43/3 43/13 51/9 57/18 58/24 62/9 64/1 66/5 66/20 74/22 85/3 87/4 87/15 91/24 93/14	much [16] 10/12 25/18 34/24 43/18 44/8 54/9 57/1 57/7 65/4 68/14 69/4 77/15 78/5 80/4 81/9 81/17	next [10] 6/18 21/25 26/24 27/3 30/23 37/8 44/17 61/1 81/6 84/13		on [102]
Mosley [3] 50/5 53/20 53/21	multiple [2] 60/19 60/23	nice [2] 62/9 91/18		once [3] 17/10 18/9 27/13
most [9] 5/18 8/20 15/14 22/7 22/21 39/19 50/14 52/18 79/8	municipalities [2] 56/20 56/20	nightlight [2] 62/3 62/4		one [48] 4/4 6/18 6/18 8/4 11/17 11/21 17/8 17/20 19/4 19/19 20/3 27/7 28/7 28/15 31/8 31/21 31/24 33/7 33/14 33/14 33/16 35/17 38/4 41/13 43/3 45/12 53/10 53/18 56/21 56/21 59/5 60/22 69/12 69/14 69/23 69/24 70/8 70/11 70/20 73/23 79/11 82/15 84/11 87/7 90/14 93/14 94/18 94/19
mostly [1] 22/10	municipalities he	no [40] 1/8 3/6 12/19 12/24 13/18 16/10 21/23 26/18 30/4 30/5 30/11 32/1 32/15 33/1 33/8 33/9 35/25 37/23 38/14 39/6 40/2 43/7 47/13 49/2 56/19 59/6 60/5 60/7 64/9 65/20 66/8 72/23 77/17 84/21 86/23 88/3 89/23 92/2 92/19 93/20		ones [2] 16/15 88/11
motion [3] 95/13 96/8 96/9	[1] 56/20	nobody [1] 14/12		only [14] 25/1 25/1 42/9 42/11 53/21 56/21 56/21 58/17 62/2 62/17 75/1 76/3 78/22 81/1
mound [1] 10/3	Muriel [1] 1/12		nothing [1] 16/10	
mount [1] 19/21	must [2] 59/2 89/2		notice [2] 92/5 95/8	
movable [1] 32/6	my [7] 40/8 40/10 56/15 66/18 79/9 79/9 85/10		now [19] 2/21 3/5 14/12 24/10 25/18 27/17 34/15 43/6 45/2 49/23 56/10 58/16 65/1 69/11 69/23 74/8 75/9 90/5 94/6	
move [11] 3/21 6/23 39/10 39/11 43/2 59/12 93/11 94/1 94/5 94/6 96/11	N		number [2] 83/8 94/23	
moved [7] 7/7 28/13 36/25 37/1 42/17 66/11 95/16	name [2] 5/4 55/20		O	
moves [1] 56/7	narrow [1] 38/6		objection [1] 68/1	open-graded [1] 24/4
moving [4] 15/18 54/18 57/22 93/8	narrowed [1] 28/9		objective [2] 31/22 31/23	open-slatted [2] 66/6 77/22
Mr [9] 1/11 1/12 1/13 1/14 1/14 1/15 3/4 14/23	natural [8] 12/14 13/8 61/9 61/18 62/13 64/1 64/24 73/16		obscured [1] 82/14	opening [1] 32/7
	nature [2] 54/15		obviously [6] 10/22 40/17 56/7	opens [1] 79/13
				opinion [1] 84/4
				opinions [1] 72/11

(10) might... - opinions

O	ornamental [1] 28/22	P	23/10 23/12 24/25 25/3 25/6 26/6 26/13 26/14 38/11 40/2 41/3 41/4 41/15 41/19 42/23 53/2	1/16 2/3 2/25 31/11 31/20 32/14 35/2 36/25 37/1 37/9 71/11 71/13 72/6 73/19 76/4 76/8 77/8 98/9
opportunity [2] 4/17 93/19	other [51] 4/14 5/11 7/17 7/21 8/17 12/10 15/14 17/7 17/8 24/3 25/5 27/7 27/24 27/24 28/3 28/16 31/2 31/21 36/4 39/13 40/8 41/5 45/13 45/16 47/13 47/19 50/21 54/5 56/22 59/3 59/3 60/17 60/18 62/15 64/5 65/16 66/12 66/17 70/7 70/12 73/16 74/7 75/1 77/7 78/16 79/11 80/5 80/7 92/19 92/23 94/16	P.M [1] 1/5 packet [1] 35/5 packets [1] 65/16 pad [1] 23/4 page [4] 35/5 35/25 65/15 65/19 painted [5] 63/11 63/20 64/4 66/25 67/15 painting [1] 63/23 paneled [2] 63/15 63/17 parking [4] 25/11 25/12 25/15 87/18 part [25] 7/14 13/4 14/17 20/4 20/17 20/21 21/23 22/3 28/2 29/1 29/15 29/20 37/12 57/21 57/24 61/3 62/5 70/17 71/15 74/5 78/20 82/16 90/5 92/3 95/6 particular [7] 17/7 27/10 27/11 46/21 51/16 64/14 94/16 particularly [5] 6/1 17/25 45/9 45/21 49/13 pathways [1] 25/13 patio [3] 23/17 90/1 90/4 patios [2] 22/21 28/2 pattern [1] 53/13 paved [7] 37/21 87/17 87/18 87/20 87/22 87/25 89/2 pavement [2] 23/21 88/6 pavements [1] 22/4 paver [4] 23/4 23/16 24/19 91/18 pavers [5] 21/25 22/22 22/25 23/1 87/23 pea [1] 90/15 peak [1] 8/12 pedestrian [1] 25/13 people [18] 9/13 10/20 22/21 27/8 27/8 32/2 37/14 41/21 58/21 65/3 66/15 68/7 74/12 74/15 79/4 80/6 84/16 90/22 per [3] 27/21 78/22 92/16 percent [17] 22/8	perfect [1] 33/21 perfectly [1] 75/21 perhaps [1] 21/2 perimeter [2] 14/3 75/25 permeable [12] 4/24 4/25 21/25 22/4 22/14 22/25 23/1 23/1 23/16 23/21 24/12 24/19 permission [1] 81/25 permit [14] 9/13 9/15 13/4 13/5 14/13 14/14 14/20 24/18 32/17 44/10 69/25 72/16 84/24 90/2 permit if [1] 84/24 permitted [11] 28/17 62/13 64/21 65/5 71/25 75/10 86/5 86/7 86/8 86/10 86/13 permitting [1] 89/20 personal [2] 54/15 66/18 pertaining [1] 95/15 pervious [2] 91/11 91/12 photograph [1] 33/3 picket [5] 62/25 63/12 64/5 64/25 66/2 picture [3] 36/19 48/2 48/4 pink [1] 73/1 place [3] 15/2 69/7 89/13 placed [2] 14/5 33/10 placement [1] 29/7 places [3] 14/22 29/20 91/13 plan [14] 4/5 7/1 7/13 7/14 9/11 18/13 22/3 36/5 38/4 56/17 62/6 69/17 92/11 95/11 plane [3] 12/15 18/9 18/10 Planner [4] 1/15 2/23 27/1 58/16 planning [19] 1/1	plans [1] 29/5 play [4] 46/10 59/20 59/21 60/23 plazas [1] 25/13 Please [1] 55/18 plenty [2] 19/11 91/19 point [13] 12/4 15/9 24/11 25/5 25/24 32/10 33/5 37/8 53/21 60/12 77/5 82/4 84/6 points [3] 12/1 31/8 83/23 pole [1] 34/13 poll [2] 26/11 83/10 pool [7] 28/4 28/12 31/1 55/3 56/13 66/11 77/22 pools [2] 28/9 55/6 porch [13] 37/16 37/17 37/21 37/22 38/9 38/25 39/22 39/24 40/4 40/11 40/15 42/4 42/17 porches [6] 5/13 5/16 30/7 37/10 37/12 41/11 porous [1] 23/2 portion [1] 40/2 porus [1] 23/2 position [1] 22/24 positioned [1] 45/12 possession [1] 95/7 possible [4] 16/1 34/16 55/12 80/21 possibly [1] 56/18 pour [1] 90/1 pours [1] 89/21 PowerPoint [1] 95/9 powers [1] 92/10 pre [1] 40/8 pre-dates [1] 40/8 preamble [2] 71/8 71/15 predictability [2] 5/25 44/19 predictable [1] 49/17 prefer [3] 17/22 17/22 73/5 presence [1]
opposed [2] 62/23 93/10				
opposite [23] 46/4 46/6 46/24 46/25 47/2 49/25 50/2 50/8 50/19 50/21 50/23 50/24 51/2 51/4 51/7 51/8 51/20 52/2 52/9 52/12 52/13 56/22 58/4				
option [3] 23/13 39/17 39/18				
or [94] 3/21 4/18 5/1 8/9 8/22 8/25 9/14 12/21 15/15 16/7 17/4 17/20 19/22 20/9 21/23 22/10 22/16 24/1 25/11 26/13 26/13 28/17 28/24 30/2 30/14 30/18 30/19 31/10 32/6 32/7 32/19 33/16 33/18 35/7 37/2 37/9 42/18 43/14 45/13 45/13 50/6 51/9 53/2 53/11 55/9 57/17 60/18 61/21 62/13 63/12 64/24 66/14 67/13 67/14 67/15 67/15 68/5 69/11 70/4 70/6 70/9 70/15 71/12 71/20 71/24 72/5 73/2 73/13 73/20 75/11 76/4 77/23 78/4 82/15 82/15 82/16 82/21 83/11 84/21 85/15 85/16 86/5 86/5 87/1 87/23 88/24 89/8 89/8 89/17 89/21 89/22 91/19 94/16 94/23	otherwise [2] 13/7 22/21 our [35] 2/4 9/20 10/11 10/14 18/22 18/25 22/3 22/7 22/24 22/24 22/24 23/25 24/1 24/4 24/22 31/8 38/4 39/13 40/8 43/2 44/18 44/25 52/24 54/18 61/24 68/1 68/1 68/6 78/20 80/22 88/23 88/25 89/9 89/16 92/14 out [27] 10/5 13/14 13/25 16/10 16/12 20/23 22/23 23/4 23/13 30/9 31/21 33/8 33/10 34/7 37/3 38/17 39/2 51/24 52/8 58/23 62/9 67/11 69/2 74/16 90/21 91/20 94/13 outreach [1] 93/6 outside [1] 66/17 over [14] 4/15 20/3 26/22 41/5 47/5 50/12 56/8 57/24 66/11 67/21 76/4 77/6 84/2 87/7 overall [2] 31/22 35/22 overhang [1] 37/25 overhangs [2] 30/7 39/15 overreaching [1] 63/3 own [2] 84/20 89/16 owners [1] 57/17 owns [1] 46/17			
order [4] 2/4 19/20 24/5 74/14				
ordinance [16] 3/7 3/16 7/6 8/3 10/14 12/2 16/25 45/1 45/19 46/23 51/14 57/23 74/16 86/12 86/15 92/14				
ordinances [6] 4/6 4/12 7/24 8/5 92/9 95/10				
orientation [2] 45/10 47/19				
oriented [3] 46/9 54/2 54/7				
originally [1] 53/20				

(11) opportunity - presence

P	37/22 38/9 39/8 39/9	62/9 93/5 95/8 95/11 95/14 97/5 98/9 98/11	45/1 47/13 50/11 58/20 67/7 67/8 67/16 68/3 81/1 82/24 86/23 90/24 91/9 91/17 93/22 93/22	regulation [5] 29/1 37/20 37/22 44/2 76/3
presence... [1] 84/13	projected [1] 13/13	purpose [1] 69/10	rear [37] 6/1	regulations [7] 4/4 31/23 32/25 39/14 47/15 47/18 61/25
present [14] 2/6 2/8 2/10 2/12 2/14 2/16 2/18 2/24 3/2 3/3 3/4 55/14 69/10 93/18	projecting [1] 40/11	purposes [2] 4/24 90/12	44/21 46/7 47/2 47/4 47/6 47/8 47/20 48/12 48/22 49/6 49/13 49/18 50/1 50/10 50/12 51/6 51/7 51/19 51/25 52/9 52/12 52/22 53/3 53/22 54/4 54/8 54/21 55/9 74/25 75/10 75/11 76/7 76/10 76/11 76/22 76/25	related [1] 4/6 relative [2] 57/21 67/23
presentation [1] 95/10	projection [2] 38/2 42/11	put [12] 17/11 55/11 62/11 66/23 69/12 69/14 72/15 74/14 77/19 80/1 80/2 81/6	reason [4] 33/21 39/12 41/17 54/5	relatively [2] 29/21 89/3
presented [1] 78/16	projects [1] 78/22	putting [2] 74/16 80/6	reasonable [3] 25/4 26/6 26/15	remaining [1] 18/13
presumably [1] 14/7	promote [1] 80/23	Q	reasons [2] 30/18 79/11	remember [1] 21/11
pretend [1] 76/21	prompt [1] 30/10	qualifies [1] 74/18	reassure [1] 18/18	remembering [1] 84/5
pretty [11] 6/13 8/5 20/7 35/14 39/22 43/18 44/8 54/9 62/15 81/16 94/10	pronounced [1] 21/7	qualify [1] 74/20	reassured [1] 18/16	reminding [1] 15/16
prevailing [2] 45/3 84/3	proof [4] 62/21 64/18 65/8 65/9	quandary [1] 87/1	rebuilds [1] 7/20	remove [2] 29/3 47/11
prevent [1] 67/9	properties [7] 14/8 24/24 25/15 47/19 50/14 52/18 69/17	question [9] 17/8 48/14 49/11 57/5 58/2 63/7 68/7 88/22 93/8	receive [1] 15/17	removed [2] 82/17 82/18
price [1] 80/7	property [34] 7/5 12/4 25/10 28/1 29/5 33/6 34/6 43/8 43/19 46/16 46/17 51/2 51/4 52/10 53/17 53/19 54/2 54/9 55/7 57/17 58/25 59/24 60/14 60/17 60/18 66/2 74/12 76/1 76/25 80/22 81/15 84/12 84/16 84/17	question for [1] 57/5	recent [2] 46/18 65/24	removing [1] 29/8
prices [1] 85/16	proponent [1] 23/21	questions [7] 6/24 15/14 17/7 26/25 43/1 59/18 92/19	recently [1] 87/16	renders [1] 50/12
pricing [1] 74/15	proportion [1] 11/23	quick [1] 26/11	recommend [3] 82/19 86/14 96/9	reoriented [1] 53/25
prior [3] 9/2 15/18 16/17	proportionate [1] 11/19	quite [2] 42/1 49/14	recommendation [2] 78/15 93/4	repair [1] 80/19
privacy [2] 29/6 43/13	proposal [4] 45/5 69/23 77/21 88/19	R	recommendations [1] 4/5	repeating [1] 65/11
private [7] 27/16 27/24 29/4 43/8 43/8 43/15 79/20	propose [1] 54/18	racket [1] 79/17	Recording [2] 1/16 3/1	repetitive [3] 4/10 4/10 4/13
probably [11] 8/5 15/14 16/23 18/1 33/23 55/11 75/19 82/7 82/8 82/24 91/2	proposed [11] 3/15 13/14 13/22 26/14 44/1 47/25 48/19 50/7 51/14 56/16 95/14	racquetball [1] 27/23	recreation [4] 27/16 27/25 61/23 68/11	replace [3] 69/24 69/25 80/19
problem [2] 16/11 56/19	proposes [1] 74/5	raise [3] 19/16 27/13 84/4	redevelopment [3] 7/3 7/20 7/22	replacement [1] 80/18
problems [2] 91/21 91/24	proposing [9] 3/25 10/3 23/9 31/6 45/18 55/25 66/24 78/24 90/17	raised [6] 19/21 58/23 63/22 63/22 83/24 84/6	reduced [1] 98/10	replacing [1] 13/6
procedural [1] 94/14	protect [1] 38/1	rake [1] 88/16	refer [2] 94/22 94/23	report [1] 95/8
process [3] 13/4 93/24 93/25	protection [3] 17/1 37/19 68/24	Rapunzel [1] 20/14	reference [2] 9/11 12/15	reported [1] 98/8
Professional [1] 98/6	provide [4] 3/23 10/20 45/7 93/5	rare [1] 19/3	reflecting [1] 95/8	reporter [5] 3/9 98/6 98/6 98/7 98/8
prohibit [11] 18/2 18/5 18/7 44/2 69/12 69/13 70/1 70/12 78/25 79/20 85/6	provided [5] 28/18 37/23 41/20 42/17 64/23	rather [6] 7/15 31/13 31/22 40/19 68/4 75/15	regard [1] 45/1	Reporting [1] 1/20
prohibited [4] 62/12 64/18 73/19 86/4	protects [1] 74/5	raw [2] 67/8 86/3	regarding [6] 3/7 57/18 66/11 68/1 93/9 95/11	representation [1] 15/11
prohibiting [4] 61/16 67/11 83/22 85/20	provides [1] 68/24	re [1] 36/22	Registered [1] 98/5	represents [1] 9/11
prohibition [9] 66/16 66/23 67/19 70/9 73/9 75/16 81/2 83/11 84/23	provisions [1] 30/18	re-wording [1] 36/22	regular [1] 74/23	request [9] 39/19 50/4 54/15 59/12 59/14 65/21 65/24 82/8 92/5
project [8] 10/22 13/11 30/5 30/7	public [15] 1/1 1/8 3/14 3/22 16/7 32/17 61/6	reading [1] 95/2	regulate [3] 5/9 43/6 43/16	requests [6] 4/9 4/10 4/13 5/5 80/17 83/8
		ready [3] 3/5 95/19 96/15	regulating [2] 29/8 44/9	require [10] 16/16 32/14 34/10 36/17 44/10 46/12 62/3 65/4 66/6 77/20
		real [5] 16/2 45/8 52/17 68/25 88/12		required [4] 25/15 28/17 30/8 45/24
		reality [1] 91/1		
		realize [1] 57/15		
		really [29] 4/18 21/7 21/20 30/11 33/18 34/4 34/5 36/16 38/6 38/7 39/12 43/6 44/19		

(12) presence... - required

R	5/21 11/24 12/15 13/15 14/4 16/3 17/18 18/19 18/19 18/21 21/2 21/3 21/14 25/19 26/3 26/21 29/13 32/16 33/15 33/24 34/3 34/4 34/12 34/18 35/1 38/19 38/21 39/9 40/16 43/22 45/2 47/22 48/1 48/8 48/11 49/9 51/1 53/15 56/10 60/14 69/11 70/18 71/5 71/17 72/19 73/4 74/19 75/9 77/20 81/10 81/13 81/20 84/1 84/14 84/25 85/14 87/10 87/11 89/23 94/6 95/1 96/13	22/16 25/7 30/13 34/9 46/23 47/8 50/19 50/20 58/15 63/11 66/18 69/16 70/11 70/12 72/11 72/23 75/5 80/16 82/13 82/21 86/3 86/10 87/22 89/5 91/17 93/16 saying [8] 30/13 34/5 38/23 74/4 77/3 78/18 85/5 89/24 says [10] 9/22 36/3 37/22 64/17 64/19 64/19 78/21 84/23 86/12 92/15 scale [3] 35/23 39/1 41/16 scenario [1] 12/22 school [1] 56/14 Schuh [4] 1/14 2/15 96/5 96/20 scratch [1] 9/5 scroll [1] 55/23 sea [1] 11/11 second [5] 20/3 27/7 28/2 95/17 96/12 Secretary [2] 1/16 3/1 section [19] 4/1 6/24 12/12 27/9 27/9 27/14 28/12 28/18 29/10 30/20 36/1 36/6 64/14 92/9 93/13 94/16 94/23 95/3 95/4 sections [3] 3/6 3/16 66/12 security [2] 68/24 74/14 see [32] 4/12 8/1 9/25 12/8 12/11 12/19 19/2 20/15 20/25 21/20 22/21 29/19 33/4 37/14 47/3 52/6 53/9 54/17 60/1 66/10 68/12 70/20 73/23 75/15 78/4 79/18 80/18 80/21 84/16 87/13 90/23 94/5 seeing [2] 27/17 67/4 seeking [1] 29/3 seem [2] 33/9 58/19 seemed [2] 31/21 63/3 seems [10] 26/15 26/15 31/13 33/14 34/8 53/13 53/15 69/6 83/14 84/3 seen [5] 21/5	63/21 64/4 89/3 91/14 sense [8] 10/18 33/23 38/24 43/13 44/7 50/9 50/14 52/4 sentence [4] 36/3 62/11 65/5 86/3 separate [1] 31/20 separately [1] 30/19 SEPTEMBER [2] 1/4 2/2 September 18 [1] 2/2 Services [1] 1/20 set [11] 7/24 9/23 9/25 11/13 16/16 17/10 17/14 27/25 62/1 75/22 84/20 setback [29] 5/17 30/5 35/8 37/19 41/19 41/23 42/7 42/13 42/16 42/18 42/23 45/22 45/25 46/23 49/3 53/1 54/8 59/13 59/24 60/18 60/18 65/22 76/4 76/10 76/13 77/1 93/10 94/23 94/24 setbacks [7] 44/23 48/13 48/15 49/4 51/17 52/21 61/12 sets [1] 18/6 setting [3] 31/18 74/11 74/13 seven [2] 58/16 89/4 several [6] 3/15 4/2 4/5 5/14 12/10 44/13 shall [4] 36/5 45/22 51/3 51/5 shallow [1] 20/1 shape [2] 46/11 50/5 She's [1] 26/23 short [1] 49/23 shorter [2] 49/25 56/22 Shorthand [1] 98/7 shortly [1] 2/22 shot [1] 94/7 should [24] 6/16 19/10 19/10 22/4 25/3 29/9 31/19 34/5 38/7 44/11 45/11 45/12 49/16 49/16 62/3 62/8 62/10 63/2 64/20 67/11 67/22 72/6	79/10 86/25 shouldn't [1] 22/16 shoveling [1] 91/4 show [9] 9/16 9/19 12/12 24/19 46/13 50/19 51/23 52/16 76/19 showing [3] 17/11 56/16 56/16 side [52] 6/1 20/1 21/1 25/2 25/5 37/23 44/22 46/4 46/25 47/23 48/6 48/8 48/13 48/23 49/6 49/13 50/2 50/8 50/21 51/4 51/8 51/20 51/21 52/3 52/9 52/11 52/12 52/13 52/21 53/1 53/14 53/19 53/23 53/25 54/3 54/8 54/8 55/9 56/1 56/19 58/3 58/4 60/11 60/23 62/9 62/9 63/19 63/19 75/11 75/15 75/24 82/15 sides [1] 21/13 sidewalk [1] 22/9 sight [5] 62/21 64/18 65/8 65/9 69/13 sight-proof [4] 62/21 64/18 65/8 65/9 silly [1] 35/17 Silverman [5] 1/13 2/13 84/6 95/22 96/24 similar [7] 7/18 16/13 16/18 16/19 27/24 29/14 51/10 simple [1] 62/2 simplification [1] 66/7 simplified [1] 66/10 simply [6] 28/25 34/10 37/20 60/17 92/16 94/23 since [6] 14/12 21/4 27/8 55/16 74/8 95/5 single [3] 18/23 22/6 52/24 single-family [2] 18/23 22/6 site [10] 4/24 22/5 22/7 25/9 25/14 36/5 56/16 62/5 62/6 66/9 sits [1] 56/3 situated [1] 53/17
----------	--	---	---	--

(13) requirement - situated

S	80/14 86/6 89/2 89/16	37/13 52/24 56/4 58/3 58/6 58/12 58/24 61/16 62/2 66/4 68/9 71/24 74/11 74/13 75/23	strike-throughs [1] 65/16	4/25 22/14 23/1 87/18 91/12 91/12
situation [2] 58/6 84/7	sometimes [2] 66/19 88/7	58/24 61/16 62/2 66/4 68/9 71/24 74/11 74/13 75/23	strong [1] 84/4	surfaces to [1] 87/18
six [1] 89/4	somewhere [1] 23/13	standards [8] 5/10 24/2 24/5 26/1 71/4 88/24 89/17 89/17	structural [3] 30/7 37/25 39/14	surprised [1] 41/14
size [2] 35/14 35/20	sorry [7] 48/11 49/23 53/6 59/9 65/19 66/14 72/2	started [4] 3/24 3/25 31/1 57/20	structure [16] 11/3 11/5 11/15 12/4 12/7 12/18 12/20 12/20 12/24 17/6 20/10 20/12 32/7 41/18 89/18 89/19	surveying [1] 52/15
sizeable [1] 39/22	sort [5] 14/17 27/9 33/21 41/14 89/13	stark [1] 63/5	structure's [1] 15/3	suspect [1] 17/20
slatted [3] 66/6 66/21 77/22	sought [1] 54/10	start [7] 2/4 14/13 21/20 27/13 41/1 55/19 65/19	structures [2] 8/20 27/4	swimming [8] 28/4 28/8 28/12 31/1 55/3 55/6 66/11 77/22
slide [1] 55/24	sounds [1] 6/22	starting [2] 6/25 9/4	struggling [1] 69/4	swith [1] 77/6
slope [4] 8/9 17/2 17/3 91/7	south [4] 53/19 53/19 54/11 56/7	state [4] 13/8 92/13 92/16 98/1	stuck [1] 18/11	sworn [1] 3/8
sloped [3] 8/10 8/15 8/21	space [2] 22/23 38/7	states [2] 22/3 71/8	stuff [3] 24/17 31/2 31/7	system [5] 23/8 23/17 24/12 24/15 91/18
slopes [1] 12/3	spaced [1] 44/2	stating [1] 55/20	Stutte [2] 1/16 3/1	systems [2] 23/3 23/6
small [2] 22/9 29/21	spacing [1] 63/12	statute [1] 92/14	style [1] 66/3	T
smaller [1] 81/9	speak [4] 27/8 46/18 55/17 68/4	stenographically [1] 98/9	styles [1] 37/14	table [2] 25/20 26/4
smallest [1] 52/20	speakers [1] 3/8	stepped [1] 37/21	subdivision [4] 20/24 21/2 65/25 90/3	tackled [1] 7/9
sneaked [1] 89/13	speaking [3] 52/23 52/25 56/15	sticks [1] 52/8	subdue [1] 67/16	take [18] 4/3 4/12 4/18 9/17 11/2 11/14 12/25 13/7 17/12 17/13 26/11 26/24 52/7 57/20 67/20 79/25 83/10 93/24
so [247]	specific [3] 7/2 16/22 21/23	still [14] 22/22 23/13 30/10 42/16 48/17 48/20 62/5 68/17 74/25 75/1 76/10 78/7 81/24 90/19	subgrade [2] 24/3 89/9	takes [6] 11/14 12/16 16/23 22/23 48/12 94/12
solid [12] 24/16 61/17 62/12 62/18 62/21 63/6 63/9 64/17 64/19 65/8 65/9 73/10	specifically [7] 6/6 7/24 18/5 21/10 32/16 89/20 90/9	stockade [1] 80/10	subject [4] 5/14 6/13 36/5 75/1	taking [5] 10/11 19/6 23/13 27/9 47/18
solution [1] 22/12	specification [1] 89/8	stone [1] 91/19	subjective [4] 45/11 49/14 72/11 94/13	talk [8] 5/22 26/23 41/13 44/14 61/5 61/8 61/14 71/14
some [52] 3/20 3/22 3/23 4/13 4/18 4/23 5/10 5/11 5/22 6/3 14/8 15/18 16/9 18/8 19/13 21/5 21/10 22/14 22/18 22/23 25/5 25/20 25/24 26/2 27/5 30/17 30/18 32/2 40/23 41/2 41/3 41/11 45/8 46/13 52/15 52/16 53/5 57/18 57/22 58/21 63/5 69/22 69/22 70/6 71/5 77/7 80/18 89/3 89/6 89/24 93/5 93/6	specifications [1] 89/22	stop [2] 40/25 58/5	subjectivity [1] 47/11	talks [1] 28/15
somebody [8] 23/3 55/16 58/5 58/7 74/5 74/14 84/15 90/1	specified [2] 27/17 41/17	stops [1] 40/25	submit [1] 10/23	talking [11] 14/21 18/8 23/5 41/5 60/2 70/8 70/9 72/19 81/20 84/9 85/12
somebody's [2] 27/12 68/13	specify [1] 82/22	store [1] 24/17	substantially [1] 82/14	talks [1] 28/15
somehow [1] 20/22	spelled [1] 67/11	stories [1] 20/2	such [4] 31/14 38/9 40/1 63/5	tall [4] 20/25 29/21 66/5 76/4
someone [6] 42/2 43/14 77/19 80/23 81/24 95/13	split [3] 3/18 93/21 94/1	stormwater [5] 7/4 7/6 16/25 17/16 23/7	suddenly [1] 77/4	taller [3] 17/22 19/8 19/11
something [22] 5/20 16/13 18/1 20/2 23/25 24/1 25/8 26/13 42/18 49/15 63/1 64/7 67/14 70/6 70/15 71/8 72/4 72/9	splitting [2] 37/5 74/21	story [2] 20/3 20/3	suggested [1] 86/16	teardowns [1] 7/20
	sport [4] 5/2 73/13 81/5 81/8	straightforward [1] 49/16	suggesting [1] 4/3	technical [3] 4/18 15/15 27/5
	sports [5] 27/3 27/16 67/1 67/5 81/19	strange [1] 11/11	suggestions [1] 6/3	technically [2] 54/2 91/15
	spot [1] 11/5	strategy [1] 7/2	suggests [1] 4/11	tell [2] 33/15 83/10
	square [2] 19/19 23/16	straw [1] 83/10	summer [1] 21/11	tend [3] 31/17 71/2 93/17
	SS [1] 98/2	street [31] 9/24 9/25 21/16 21/17 45/12 45/21 45/25 46/2 46/5 46/6 46/22 46/24 47/1 49/25 50/1 50/8 50/20 50/25 51/3 51/5 51/7 51/8 51/21 52/1 52/3 52/11 52/12 52/13 52/14 60/14 60/17	support [2] 32/9 46/19	tends [1] 63/23
	St [3] 1/22 7/21 98/3	streets [3] 21/6 46/13 60/23	supports [1] 62/10	tennis [6] 5/3 27/17 27/20 61/22
	staff [17] 19/1 29/4 43/14 62/6 66/8 71/12 71/21 71/21 72/4 72/10 74/24 77/24 78/15 86/20 93/4 93/5 95/8	strength [1] 89/8	sure [11] 15/16 15/22 16/10 40/1 46/19 53/12 67/24 73/22 74/3 76/23 93/17	
	standard [19] 5/2 27/21 29/19 32/20	strike [1] 65/16	surface [8] 6/7 23/15 25/11 25/12 87/25 88/5 90/13 90/19	

(14) situation - tennis

T	their [10] 9/16 51/12 54/3 54/4 68/17 74/5 74/18 82/1 84/20 86/11	45/15 46/22 47/13 49/2 51/13 59/21 60/20 60/23 65/16 76/16 86/22 87/20 92/2 92/7 92/19 92/21 93/20 93/20	10/2 10/8 10/12 14/23 15/1 16/6 16/15 16/23 16/25 17/6 19/4 19/18 21/19 21/20 22/10 22/13 25/23 26/5 29/14 31/17 33/16 34/1 35/9 35/10 35/13 37/2 38/25 44/11 45/15 49/15 52/17 53/11 65/11 66/21 66/24 67/25 69/7 69/9 72/8 72/13 73/8 74/9 74/15 74/21 75/3 75/20 76/20 79/4 79/9 79/11 79/13 79/16 80/3 80/3 80/5 81/4 81/7 81/24 82/20 82/24 83/22 84/5 84/6 85/10 85/11 85/19 85/21 86/9 86/11 87/3 87/5 87/6 87/6 88/15 89/25 90/10 90/23 91/1 91/2 91/8 91/10 91/23 93/3 93/12 94/11 94/17	6/9 7/7 19/5 23/8 32/16 65/17 65/17 92/12 93/25 throughout [1] 70/2 throughs [1] 65/16 throw [1] 64/11 tight [1] 63/19 till [1] 53/14 Tim [2] 1/11 55/21 Tim's [1] 57/10 time [11] 4/15 23/23 25/21 29/8 35/12 37/13 38/1 41/13 76/12 88/17 93/6 tippy [2] 8/11 8/14 tippy-top [2] 8/11 8/14 today [8] 5/12 8/16 10/15 15/4 47/25 50/6 54/24 69/24 together [1] 31/20 told [1] 19/2 ton [1] 80/6 tonight [3] 6/9 31/9 93/10 too [11] 19/25 22/16 33/16 34/3 38/6 39/2 41/21 67/17 69/10 69/11 94/10 took [2] 4/17 89/13 top [4] 8/11 8/13 8/14 8/19 topic [4] 7/4 21/25 26/8 44/17 topics [1] 26/24 topography [1] 16/24 torn [1] 53/24 totally [1] 89/6 touch [1] 8/6 tough [1] 72/21 tougher [1] 19/8 toward [2] 22/5 53/11 towards [8] 23/19 23/19 53/25 54/7 74/22 75/19 78/14 78/15 tower [1] 20/14 towers [1] 20/7 Town [1] 21/9 transcript [1] 98/11 treat [2] 4/25 30/18 treated [1] 6/2 treating [1]
tennis... [2] 61/25 66/17	them [19] 12/10 18/18 19/1 23/7 24/5 27/19 28/9 31/20 33/10 33/22 36/17 49/4 65/3 65/17 65/18 80/13 88/16 93/11 93/19	therefore [2] 38/8 44/11 these [18] 4/3 5/23 8/4 9/3 11/6 15/15 22/17 22/21 23/3 23/6 45/4 46/23 47/9 47/23 51/15 69/10 83/4 95/12 they [73] 7/24 8/24 9/15 10/22 10/23 11/18 12/21 16/15 16/16 17/11 17/12 17/13 17/13 17/16 17/22 19/2 19/2 19/3 20/13 20/25 21/7 21/10 21/12 23/12 27/25 28/18 29/2 31/7 33/9 34/15 38/1 38/5 39/10 39/10 39/11 39/17 42/6 42/16 44/10 55/11 59/2 59/4 59/4 59/5 62/3 62/13 63/3 65/4 68/15 69/23 69/24 69/24 70/24 73/20 75/20 75/23 78/23 80/7 80/20 80/22 81/13 82/5 82/14 84/16 84/22 88/6 88/9 91/12 91/15 91/15 92/15 93/14 94/4	think if [1] 34/1 thinking [13] 25/3 38/9 56/17 59/19 60/10 65/20 67/8 67/22 68/23 71/10 89/12 90/3 93/13 thinks [1] 86/25 this [202] those [30] 1/10 4/7 4/13 5/10 5/18 6/2 6/4 7/23 9/6 10/13 11/6 12/5 12/6 13/6 20/24 22/15 24/5 24/21 28/6 29/8 57/24 66/5 68/23 73/19 74/12 82/2 87/24 91/20 93/10 95/15 though [8] 40/23 41/3 47/3 56/2 56/2 75/19 89/12 93/17 thought [14] 3/17 19/2 22/12 22/19 29/17 59/20 61/13 61/15 63/1 65/25 66/3 79/4 81/2 87/16 thought we'd [1] 65/25 thoughts [1] 5/8 three [5] 28/8 51/17 52/1 87/24 90/14 through [10] 3/19	that's another [1] 81/7 the 50 [1] 42/17 the rear [1] 75/10
terms [16] 4/25 5/8 5/9 14/25 19/11 35/13 40/20 43/16 45/11 48/15 49/3 67/21 74/12 75/23 89/20 92/10	then [67] 3/20 4/14 5/7 5/25 7/5 8/18 8/19 8/24 9/8 9/9 10/1 10/16 11/6 11/13 12/6 12/17 13/10 13/24 14/2 15/11 17/16 19/18 19/20 19/21 19/22 20/2 20/3 28/11 28/11 30/17 32/6 32/14 33/4 33/6 33/7 34/10 37/8 38/17 38/18 40/14 44/1 45/14 46/1 46/24 47/22 49/5 50/9 50/20 51/21 53/24 54/2 57/5 66/14 66/19 67/16 70/5 71/21 72/15 72/24 73/3 75/19 77/6 83/3 83/3 87/1 93/3 94/15	they'd [1] 71/1 They'll [1] 94/7 they're [27] 7/19 8/21 8/21 8/22 13/5 16/18 16/19 18/11 19/3 23/3 33/8 34/3 39/11 54/2 55/25 66/24 68/15 68/16 72/25 73/1 75/25 80/5 81/11 81/14 83/17 85/3 87/20 they've [1] 29/6 thicker [1] 67/24 thickness [1] 89/8 thing [9] 31/24 43/3 62/7 70/7 70/11 70/20 70/22 72/22 90/8 things [10] 7/4 7/18 8/2 20/16 20/24 22/17 27/19 28/16 47/9 53/5 think [91] 3/22 5/19 6/18 8/5 9/5	terraces [2] 37/21 40/2 tested [1] 89/7 text [4] 3/6 3/14 95/12 95/14 than [24] 7/15 26/14 26/17 30/5 32/1 34/16 36/10 37/23 40/2 41/20 56/22 64/5 66/5 66/8 66/17 66/20 68/4 68/9 68/14 80/4 80/10 81/9 84/11 91/24 Thank [9] 15/6 25/22 42/19 42/25 44/12 44/16 57/7 57/8 57/8 Thanks [1] 55/24 that [472] that effect [1] 86/6 that's [86] 5/20 7/7 7/15 8/1 8/12 8/16 8/17 9/17 9/19 10/1 10/4 10/8 10/12 11/10 11/12 12/21 14/11 14/24 15/3 15/11 15/14 16/25 18/1 19/17 19/18 20/24 22/7 23/4 23/17 23/17 28/4 30/11 30/11 30/20 30/25 32/7 32/7 34/4 34/4 34/13 34/16 34/20 34/24 37/4 38/21 39/3 39/6 40/18 41/22 43/8 43/9 46/17 49/1 49/15 53/11 53/16 55/14 56/6 56/11 56/19 56/19 59/8 61/4 68/2 68/6 68/19 69/15 70/16 70/21 72/24 73/2 73/5 74/6 77/14 77/16 81/7 82/24 83/5 84/10 85/5 88/5 88/6 88/20 89/9 92/16 95/1	throughout [1] 70/2 throughs [1] 65/16 throw [1] 64/11 tight [1] 63/19 till [1] 53/14 Tim [2] 1/11 55/21 Tim's [1] 57/10 time [11] 4/15 23/23 25/21 29/8 35/12 37/13 38/1 41/13 76/12 88/17 93/6 tippy [2] 8/11 8/14 tippy-top [2] 8/11 8/14 today [8] 5/12 8/16 10/15 15/4 47/25 50/6 54/24 69/24 together [1] 31/20 told [1] 19/2 ton [1] 80/6 tonight [3] 6/9 31/9 93/10 too [11] 19/25 22/16 33/16 34/3 38/6 39/2 41/21 67/17 69/10 69/11 94/10 took [2] 4/17 89/13 top [4] 8/11 8/13 8/14 8/19 topic [4] 7/4 21/25 26/8 44/17 topics [1] 26/24 topography [1] 16/24 torn [1] 53/24 totally [1] 89/6 touch [1] 8/6 tough [1] 72/21 tougher [1] 19/8 toward [2] 22/5 53/11 towards [8] 23/19 23/19 53/25 54/7 74/22 75/19 78/14 78/15 tower [1] 20/14 towers [1] 20/7 Town [1] 21/9 transcript [1] 98/11 treat [2] 4/25 30/18 treated [1] 6/2 treating [1]

T	47/15 47/17 69/6 70/1 72/17 72/18 82/2 88/19 89/1	54/10 56/2 58/5 58/10 59/2 66/12 82/3 82/4 82/5 82/6 82/9	8/24 9/9 13/6 13/16 15/16 15/17 15/23 16/1 22/15 25/17 26/10 26/16 29/7 36/9 36/16 36/22 37/15 37/15 39/10 39/16 39/17 44/9 49/5 54/18 64/9 65/18 67/16 68/9 68/25 69/7 70/4 71/21 71/23 72/5 72/10 73/6 73/23 74/3 76/16 82/10 84/4 86/20 86/23 88/15 89/11 90/1 90/22 91/17 92/4 92/21	61/18 65/25 66/3 we'll [11] 3/24 4/19 6/9 6/23 6/24 16/6 19/6 26/24 43/2 52/23 90/10 we're [43] 3/5 3/25 4/20 5/7 10/11 10/20 10/25 18/1 19/20 23/4 23/9 24/18 25/3 29/3 29/8 32/1 32/3 39/18 41/14 45/18 45/19 56/21 67/11 67/13 68/3 69/11 72/19 73/9 74/8 74/8 74/21 77/3 77/3 78/23 80/1 84/1 84/9 85/12 90/17 90/21 92/7 92/17 95/5 we've [8] 4/20 7/9 18/9 28/18 28/21 57/16 61/24 87/6 weather [5] 37/15 63/24 89/5 91/1 91/3 Webster [1] 41/8 weeds [1] 50/16 Welcome [1] 2/2 well [32] 4/19 9/9 9/10 13/16 13/18 18/4 19/1 19/20 20/9 41/22 42/6 44/20 52/17 53/9 55/6 61/16 67/1 67/25 68/6 69/5 70/7 72/24 73/25 77/14 77/24 79/9 79/15 79/22 84/1 85/25 89/24 94/10 went [2] 46/14 92/12 were [26] 3/8 7/4 20/22 21/12 28/2 28/6 28/9 28/9 28/25 29/14 34/5 35/9 37/4 38/8 63/14 63/19 63/20 65/20 67/4 67/7 67/8 70/25 87/11 91/12 91/14 93/18 what [65] 3/17 4/20 4/20 6/6 6/7 8/24 9/10 10/3 10/9 10/12 10/14 10/16 11/2 11/8 12/23 13/2 15/10 18/7 18/15 19/2 22/12 22/18 22/18 23/4 23/23 23/24 24/22 25/23 28/19 28/19 30/11 32/4 41/20 43/9 43/9
treating... [1] 33/22	understand [5] 30/12 40/1 55/10 79/22 83/24	variances [4] 4/11 5/15 5/18 5/18	wanted [17] 3/19 7/11 32/20 34/15 39/12 41/16 42/2 51/23 52/15 54/6 54/14 67/9 69/9 77/19 87/22 92/17 92/18	
treatment [1] 88/21	unenclosed [3] 30/6 37/21 41/18	various [1] 3/6	wanting [3] 45/20 54/11 80/23	
trees [1] 74/20	uniform [1] 58/24	vary [1] 35/14	wants [4] 25/7 27/10 76/15 81/6	
trending [2] 90/21 91/2	unique [1] 58/7	vegetation [3] 32/8 82/14 82/15	was [56] 7/17 14/23 15/16 15/20 22/2 24/11 24/11 25/2 25/9 28/5 31/16 33/4 33/6 33/17 36/10 37/5 37/11 41/17 41/18 42/3 42/19 43/9 47/20 50/3 50/4 53/20 53/21 53/24 54/6 54/13 54/20 54/20 56/2 56/13 56/13 58/22 58/23 59/14 59/15 60/10 61/21 63/1 64/11 64/12 65/24 66/1 66/2 67/5 69/2 70/16 89/6 89/7 89/7 89/12 95/1 97/5	
trip [1] 46/18	unless [3] 15/13 24/12 60/23	versus [3] 8/1 64/3 73/3	wasn't [2] 37/12 67/2	
trouble [1] 79/25	unroofed [2] 37/22 41/18	vertical [2] 8/8 62/10	water [1] 24/17	
true [1] 98/10	Until [1] 89/2	very [28] 2/21 5/8 6/13 9/21 9/21 9/21 10/12 19/3 21/4 23/8 40/10 40/18 45/1 47/8 49/14 49/16 52/17 57/1 57/7 68/8 69/20 72/21 76/20 80/22 84/10 84/16 88/21 89/3	way [30] 6/19 12/10 17/3 17/6 19/9 23/8 26/24 32/16 40/5 44/18 45/15 45/18 47/10 47/13 50/15 52/10 56/3 58/7 58/22 59/16 60/14 70/21 73/23 75/22 76/9 81/1 82/24 87/7 91/11 94/16	
truly [2] 88/23 90/19	unusual [1] 50/5	view [2] 48/6 92/6	ways [1] 19/25	
try [6] 6/19 45/4 56/12 77/9 93/21 94/1	up [46] 3/18 4/14 4/19 5/6 6/6 6/24 10/3 11/4 11/8 14/8 19/16 22/2 23/11 25/24 27/16 30/23 33/7 38/1 38/10 38/10 39/3 39/4 39/9 42/11 42/21 49/11 52/5 52/17 53/4 58/22 65/18 69/12 69/14 74/14 76/24 77/19 79/3 79/14 80/1 80/2 80/7 84/20 87/16 92/8 93/22 94/1	viewed [1] 47/25	we [401]	
trying [8] 19/16 24/11 28/6 28/9 39/19 40/7 47/9 83/7	upon [4] 35/19 45/9 45/20 46/2	vinyl [24] 61/12 61/16 61/17 62/12 62/20 62/21 63/2 63/5 63/23 64/3 64/18 64/19 64/20 65/1 65/5 65/8 65/9 67/6 67/15 69/13 71/18 73/10 79/3 79/10	we'd [7] 13/6 14/24 45/7 45/7	
turn [2] 26/22 42/3	us [13] 3/18 6/22 7/15 19/2 24/18 24/20 41/24 64/8 67/16 72/21 72/24 74/18 83/15	visibility [2] 43/17 43/20		
two [19] 20/2 21/6 44/23 45/22 46/22 47/23 48/17 48/17 48/20 49/3 49/21 50/7 51/13 51/22 53/10 60/9 64/20 79/4 79/7	use [18] 8/24 9/22 9/22 10/1 10/12 12/14 13/16 16/15 28/17 52/24 61/9 61/16 61/17 67/17 69/4 79/23 81/25 88/6	visible [5] 61/6 68/25 78/4 78/6 78/8		
two front [1] 48/17	upfront [1] 6/17	visually [1] 68/22		
type [15] 4/19 7/22 8/9 17/25 31/18 62/12 64/19 69/21 70/6 72/14 72/22 80/1 86/21 88/6 90/22	upon [4] 35/19 45/9 45/20 46/2	voids [1] 24/16		
types [1] 69/17	us [13] 3/18 6/22 7/15 19/2 24/18 24/20 41/24 64/8 67/16 72/21 72/24 74/18 83/15	vote [4] 94/15 94/19 95/19 96/15		
typewriting [1] 98/10	used [4] 29/6 47/4 47/8 71/19	votes [2] 96/7 97/3		
typical [1] 40/10	uses [1] 27/4			
typically [3] 20/15 73/1 85/3	using [1] 68/16			
U	usually [3] 60/8 75/25 88/5	W		
Uh [18] 13/12 13/21 15/24 23/22 30/16 32/12 36/2 39/25 40/13 40/21 51/18 67/18 73/7 73/14 73/17 79/6 89/15 92/22	V	waiting [1] 93/23		
Uh-huh [18] 13/12 13/21 15/24 23/22 30/16 32/12 36/2 39/25 40/13 40/21 51/18 67/18 73/7 73/14 73/17 79/6 89/15 92/22	vacant [1] 15/3	walkout [6] 17/12 17/22 18/10 19/13 19/15 20/1		
unconnected [1] 44/3	value [2] 74/12 84/12	wall [9] 9/12 28/20 28/24 30/3 30/14 30/14 31/10 32/8 35/7		
under [19] 5/21 12/21 24/7 24/15 27/16 27/19 28/12 29/9 30/20 35/25	values [3] 80/22 84/16 84/17	walls [12] 5/23 21/8 27/4 28/16 29/1 29/11 30/2 30/18 30/25 36/1 36/4 39/15		
	variability [1] 47/5	want [54] 3/23 4/22 5/13 6/17		
	variables [2] 44/25 83/4			
	variance [14] 37/16 39/18 50/4			

W	8/24 18/25 22/3 24/14 25/14 31/15 37/9 40/8 44/22 45/5 46/2 46/3 50/9 52/3 53/15 55/25 56/11 61/1 63/11 78/24 81/2 92/14 whichever [1] 53/2 while [2] 31/9 92/16 white [19] 48/9 48/10 61/12 61/16 62/12 62/20 62/21 63/4 63/11 63/23 64/3 64/4 64/5 64/18 64/25 65/8 69/13 73/9 79/3 Whitney [10] 1/15 2/23 3/17 15/16 25/7 26/23 27/1 44/16 69/19 87/1 Whitney's [2] 5/22 89/24 who [2] 27/10 56/21 whole [7] 5/19 17/6 39/16 44/19 81/9 90/8 93/25 why [14] 3/25 4/17 11/10 30/25 33/21 34/3 34/5 39/12 43/9 54/5 79/7 81/2 86/22 94/5 wide [3] 32/3 85/13 85/20 widely [1] 35/14 wider [1] 41/25 width [6] 32/20 37/24 38/14 38/20 40/20 53/2 will [10] 2/4 2/21 11/18 24/1 24/1 30/23 49/18 56/9 58/15 80/16 wind [1] 38/2 windows [1] 40/14 wing [5] 5/23 29/11 30/3 30/14 39/15 wishing [1] 44/14 within [16] 27/22 27/24 28/17 29/18 30/8 31/2 35/8 39/19 41/19 41/22 44/8 61/22 65/22 66/12 76/2 76/3 without [13] 5/19 14/13 14/20 16/21 21/22 23/12 31/14 33/22 35/1 61/21 68/25 73/19 83/22 wondering [1] 6/16	wood [6] 63/11 63/20 65/1 66/21 67/24 73/16 wood-like [1] 65/1 wooded [3] 68/15 68/18 68/23 wording [2] 35/9 36/22 words [3] 24/3 40/8 64/20 work [2] 15/8 72/9 worked [1] 87/7 works [4] 7/7 12/13 32/17 56/20 worth [3] 65/11 66/22 84/5 would [168] would ask [1] 80/20 would bring [1] 81/3 wouldn't [10] 18/7 26/16 29/5 46/8 55/5 69/7 71/4 72/25 82/19 88/3 wrap [2] 41/11 42/4 wrap-around [2] 41/11 42/4 wrench [1] 64/11 written [3] 50/6 86/22 88/3	87/14 88/9 88/14 88/18 90/4 91/6 91/7 91/8 91/13 92/24 year [2] 56/14 82/16 years [4] 58/16 70/23 80/11 89/4 yellow [1] 56/8 yes [27] 6/15 11/20 11/24 13/16 21/22 24/18 26/9 30/3 30/20 48/18 48/21 50/22 51/11 52/22 54/22 55/4 62/19 62/21 66/18 71/21 76/2 78/7 78/7 81/18 84/22 85/8 90/7 you [272] you generally [1] 61/12 you'd [6] 12/4 12/6 13/19 82/3 83/16 94/17 you'll [1] 16/4 you're [33] 9/4 10/2 10/3 11/12 12/23 14/2 15/10 17/11 18/8 19/8 19/16 24/14 38/7 38/25 45/24 45/24 49/3 51/19 53/16 56/24 57/12 61/3 62/23 70/4 71/10 71/20 74/4 77/21 77/22 82/12 91/9 93/25 94/17 you've [2] 29/16 35/13 your [43] 5/8 11/12 12/7 15/5 17/12 18/3 18/3 20/1 22/5 22/7 23/19 27/13 27/21 30/10 31/9 31/11 31/25 35/5 36/12 38/17 48/11 52/3 55/20 56/19 57/21 61/2 61/19 61/21 62/2 63/1 65/16 66/6 71/15 77/20 78/1 81/3 82/10 86/18 86/19 91/4 91/7 92/3 93/22
what... [30] 45/7 45/13 45/14 45/19 46/12 47/6 47/25 48/22 48/23 49/5 49/6 53/6 55/25 56/17 57/12 62/23 67/10 67/23 68/2 71/14 72/14 73/5 73/8 73/21 74/12 75/4 75/7 84/20 85/5 94/13 what's [5] 44/21 45/3 45/8 77/10 90/13 whatever [6] 9/14 23/2 68/25 85/18 87/2 90/16 when [48] 4/10 8/18 9/8 9/13 9/14 10/7 12/14 12/14 18/8 19/8 20/25 21/10 21/21 29/15 30/4 30/9 33/8 37/11 40/25 44/20 44/20 44/22 45/13 45/14 45/24 48/21 49/12 50/19 50/20 52/2 52/4 53/10 56/15 58/21 61/11 63/9 65/20 68/16 74/21 76/3 78/22 78/23 79/2 80/7 81/4 86/20 87/22 94/4 where [64] 3/25 8/24 10/1 11/16 11/25 13/19 14/4 14/8 15/2 15/9 17/11 19/4 19/5 19/20 21/6 28/8 28/21 30/1 30/18 33/3 33/4 33/17 35/11 40/10 41/21 41/22 45/11 47/19 49/8 49/10 53/6 54/12 58/6 59/21 59/22 60/19 60/20 61/6 61/24 62/11 63/10 67/21 68/19 70/16 70/17 70/25 71/13 72/1 73/8 74/8 75/20 78/3 78/19 78/21 79/18 81/24 82/14 82/21 83/2 83/9 84/11 84/15 89/3 89/6 where's [2] 49/13 49/13 whether [5] 46/12 55/7 69/11 73/20 90/21 which [30] 4/2 4/2 4/5 4/10 5/2 5/7 5/11 5/16	Y yard [111] yards [16] 6/1 29/22 30/2 43/2 45/8 45/16 47/23 48/17 48/20 49/1 49/21 50/7 51/22 52/21 75/15 94/25 yeah [74] 6/11 14/1 14/10 14/19 15/21 16/19 18/17 20/20 25/6 26/15 28/11 33/14 34/14 34/23 35/7 35/15 35/18 36/8 36/12 36/21 37/4 37/5 38/14 39/23 40/7 42/14 42/20 43/10 47/17 48/3 48/5 49/24 52/22 57/13 59/7 60/21 62/25 63/3 63/13 63/18 64/13 64/16 65/2 67/12 68/21 70/14 71/2 74/2 75/5 75/8 75/12 75/14 76/18 76/20 77/12 78/9 81/1 81/21 81/23 82/18 83/1 83/9 84/18 86/17	Z zoning [25] 1/1 2/3 3/7 3/16 4/6 10/14 22/6 22/7 28/6 31/11 31/11 31/20 32/14 35/2 36/25 37/1 71/11 71/13 72/7 73/19 76/5 76/8 77/9 90/12 98/9	

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, DECEMBER 4, 2017

6:30 P.M.

PUBLIC HEARING

APPLICATION NO. 17-027

THOSE IN ATTENDANCE:

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

McLaughlin Court Reporting Services, Inc.

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

1 CHAIRMAN KISTNER: All right. Good evening,
2 everyone.

3 We're ready for the Monday, December 4th, 2017
4 meeting of the Planning and Zoning Commission meeting.

5 We'll start with our roll call.

6 Mr. Carney?

7 MR. CARNEY: Present.

8 CHAIRMAN KISTNER: Ms. Hall?

9 MS. HALL: Present.

10 CHAIRMAN KISTNER: Mr. Magruder?

11 MR. MAGRUDER: Present.

12 CHAIRMAN KISTNER: Mr. Rovak, I think, is absent
13 tonight.

14 Ms. Silverman?

15 MS. SILVERMAN: Present.

16 CHAIRMAN KISTNER: Mr. Schuh?

17 MR. SCHUH: Present.

18 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

19 MR. LUMLEY: Present.

20 CHAIRMAN KISTNER: Director of Community
21 Development, Jason Jaggi?

22 MR. JAGGI: Present.

23 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

24 MS. KELLY: Present.

25 CHAIRMAN KISTNER: And the Planning

1 Assistant/Recording Secretary, Jessica Stutte?

2 MR. JAGGI: She's present, she just stepped out
3 of the room momentarily.

4 CHAIRMAN KISTNER: So we are on Old Business?

5 Public hearing, Application No. 17-027, text
6 amendments to the various sections of the city's zoning
7 ordinance regarding residential development.

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

10 MS. KELLY: Since it's been a while since we
11 last reviewed this, I'll just do a very brief PowerPoint
12 of proposed changes within the ordinance.

13 Oh, sorry, Whitney Kelly on behalf of the City
14 of Creve Coeur.

15 So, as you know, we were looking at various
16 zoning amendments as a result of the Comprehensive Plan
17 discussion, Board of Adjustment variance request,
18 discussions at P&Z and technical clean-up items.

19 So just walking the area that we've discussed
20 are how to measure building heights, the permeable
21 surfaces, the site calculations, the regulation of sports
22 court versus any game courts, fences, covered porches
23 allowed within the front yard setback, wing walls, gates
24 and columns, definition of yards, which was actually
25 approved and has been adopted by the City Council, and the

1 surface of residential parking, driveways.

2 This is from the Strategy 2.6 from Creve Coeur
3 2030 Plan. I won't read it.

4 So -- sorry, hold on. I forgot to -- there we
5 go. Okay. So the ordinance includes the new building
6 height, grade and site of coverage definitions that we had
7 talked about at the previous meetings, including that site
8 coverage, and if you're using permeable concrete, it shall
9 be counted as 50 percent of the area and calculating site
10 coverage for a residential lot, and has to be maintained
11 per permit site requirement.

12 We've also included a definition of entry
13 columns and gates, just for informational purposes and for
14 clean-up.

15 The technical -- the first section of the draft
16 ordinance before you is more of a technical item clean-up
17 regarding nonconforming lots. It seemed to be redundant
18 with other sections of the -- of the zoning ordinances, so
19 we were cleaning it up, as they're already addressed
20 elsewhere.

21 However, on Subsection 2 it says that side
22 yards -- that a nonconforming lot that the side yard shall
23 be no less than seven and one-half percent feet.

24 It is staff's assumption that what that meant is
25 under the A, B and C District where you had a set side

1 yard, but then it also had, or 15 percent, whichever is
2 less, that the intent was that whichever is less shall be
3 at least seven and a half feet.

4 So instead of having it in here, we moved it
5 to each -- oh, I thought the electricity was going
6 out again.

7 MR. JAGGI: We're -- we're past that.

8 MS. KELLY: So instead of having it here, which
9 is kind of red, wasn't very clear, you see that in the
10 following sections for each of the A, B and C Districts.
11 D only had a side yard -- only stated a side yard of
12 8 feet.

13 There is one item of clarification, however,
14 Section 5 -- section -- where it states that the side yard
15 for a C District, actually the current regulation, that
16 was a typo, it should be 12 feet instead of 15 feet, the
17 current regulation is 12 feet or 15 percent, whichever of
18 the lot width, whichever is less, so we will just need to
19 clean that up before it goes to Council.

20 Then we get into the changing the -- the various
21 sections for the accessory uses and structures. This is
22 where we're getting into adding any such -- instead of
23 just tennis courts, we're adding any such sports court as
24 a freestanding separate facility. It has to meet the same
25 standard of 15 feet from any lot line.

1 They can have a black netted fence up to
2 10 feet -- oh, I'm sorry, that's elsewhere. But it would
3 no longer require your approval specific as long as it met
4 with the 15 feet.

5 MR. MAGRUDER: Good.

6 MS. KELLY: So the remainder of that section of
7 the ordinance is just taking out the discussion of the
8 fences, and we've moved them into a -- the fence section
9 within the ordinance, within the current regulations.

10 So here we have on the section for yard
11 encroachments, we cleaned it up to just move reference of
12 a -- of the fences have to meet with the fences and wall
13 Section 405.640, so currently in our ordinance there are
14 three different places we had to look at for fence
15 regulations, and we were wanting to clean that up and put
16 them in one location, so.

17 And we've included that the ornamental masonry
18 brick wing walls and courtyard enclosures that are
19 architecturally consistent designed as an extension of
20 home may project up to 5 feet into a front yard.

21 Then we've allowed for the No. 8, that a roofed
22 front porch may project up to 5 feet into the front yard,
23 and we've extended it from 12 feet to no more than
24 50 percent of the lot -- of the home's width.

25 That was consistent with our prior discussions.

1 Here, we get into Section 405.640 is fences and
2 walls. And we further included the entry wall, columns,
3 gates, fence designs within a front yard setback or the
4 equivalent to a front yard shall be subject to site
5 development plan approval at the Planning and Zoning
6 Commission.

7 And, again, further down, this is where we've
8 moved the swimming pool fence section, so it's all within
9 the same section.

10 And, again, the standard for game court fences,
11 again, you're allowed up to 10 feet tall. It would no
12 longer take Planning and Zoning Commission approval,
13 provided it is set back for the previous, and here set
14 back 15 feet from any lot line.

15 If they are proposing night lighting, that would
16 specifically still require your approval. But outside of
17 that, as long as they meet site coverage standards and
18 grading requirements, and this section, we no longer felt
19 like it required your approval. You all tended to approve
20 them every time, so.

21 And then we've added the design considerations
22 for a fence. Sorry. Including that the horizontal and
23 vertical support shall be on the inside area so that the
24 nice area's the public side. The fence can do the
25 shadowbox. That would be sufficient. It -- we have

1 eliminated the use of white vinyl, a solid proof white
2 vinyl is prohibited. It can be -- use of vinyl can be
3 approved provided it maintains a natural wood color or
4 dark color or style.

5 And the raw metal chain link is also prevented,
6 but we did include allowance for a black coated vinyl
7 chain link, so.

8 And then here, we just simplified the regulation
9 for the standard of driveways; that it shall be
10 constructed of concrete, asphalt or pavers.

11 And then a final technical correction is that as
12 for recently adopted the 2030 Plan, it does not move
13 forward to the City Council. It's a product of this
14 Board, and, therefore, we needed to clear that item up in
15 our zoning ordinance.

16 CHAIRMAN KISTNER: Okay.

17 MS. KELLY: So, and that's it.

18 CHAIRMAN KISTNER: That's all the things we
19 discussed.

20 MR. MAGRUDER: Yeah.

21 MS. SILVERMAN: Is black net coating the only
22 color allowed?

23 MS. KELLY: I thought we -- I think we just said
24 dark.

25 MS. SILVERMAN: Dark. Okay.

1 MS. KELLY: So like a dark green.

2 MS. SILVERMAN: Yeah --

3 MR. MAGRUDER: Yeah.

4 MS. SILVERMAN: -- I thought we -- cause I
5 thought we had talked about allowing for dark green or
6 dark brown as well --

7 MS. KELLY: Yeah.

8 MS. SILVERMAN: -- so I wanted to --

9 MS. KELLY: Dark coated fencing is what it says.

10 MS. SILVERMAN: Dark coated fence.

11 MS. KELLY: Yeah.

12 MS. SILVERMAN: Got it. Okay.

13 CHAIRMAN KISTNER: Questions or --

14 Okay. I think we --

15 MS. KELLY: So, yeah, we'll just need a clean-up
16 motion for Section 5 that the side yard is 12 feet and not
17 15 feet, the ordinance.

18 CHAIRMAN KISTNER: Can we have that motion right
19 now, so then we have a clean approval.

20 MS. SILVERMAN: So moved.

21 MR. SCHUH: Second.

22 CHAIRMAN KISTNER: Vote on that.

23 Mr. Magruder?

24 MR. MAGRUDER: Aye.

25 CHAIRMAN KISTNER: Ms. Silverman?

1 MS. SILVERMAN: Aye.

2 CHAIRMAN KISTNER: Mr. Carney?

3 MR. CARNEY: Aye.

4 CHAIRMAN KISTNER: Ms. Hall?

5 MS. HALL: Aye.

6 CHAIRMAN KISTNER: Mr. Schuh?

7 MR. SCHUH: Aye.

8 CHAIRMAN KISTNER: Chair votes aye.

9 Okay. And now do we have a motion to approve
10 this as amended.

11 MR. CARNEY: Make the motion. I move to
12 continue -- or to continue -- we don't have it in here, do
13 we?

14 MR. LUMLEY: No, I think just a motion to
15 recommend approval of the ordinance.

16 MR. CARNEY: So moved.

17 MR. SCHUH: Second.

18 CHAIRMAN KISTNER: Okay.

19 Mr. Schuh?

20 MR. SCHUH: Aye.

21 CHAIRMAN KISTNER: Ms. Hall?

22 MS. HALL: Aye.

23 CHAIRMAN KISTNER: Mr. Carney?

24 MR. CARNEY: Aye.

25 CHAIRMAN KISTNER: Ms. Silverman?

1 MS. SILVERMAN: Aye.

2 CHAIRMAN KISTNER: Mr. Magruder?

3 MR. MAGRUDER: Aye.

4 CHAIRMAN KISTNER: Chair votes aye.

5 MR. LUMLEY: Let the record reflect there's no
6 one in the room.

7 (The public hearing was concluded at 9:28 p.m.)

8 oOo

9
10 STATE OF MISSOURI)
11) SS
12 COUNTY OF ST. LOUIS)

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

20
21 
22 _____, RPR, MO-CCR, IL-CSR, KS-CCR
23 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
24
25

CHAIRMAN KISTNER: [26] MR. CARNEY: [5] 2/6 10/2 10/10 10/15 10/23 MR. JAGGI: [3] 2/21 3/1 5/6 MR. LUMLEY: [3] 2/18 10/13 11/4 MR. MAGRUDER: [6] 2/10 6/4 8/19 9/2 9/23 11/2 MR. SCHUH: [5] 2/16 9/20 10/6 10/16 10/19 MS. HALL: [3] 2/8 10/4 10/21 MS. KELLY: [11] 2/23 3/9 5/7 6/5 8/16 8/22 8/25 9/6 9/8 9/10 9/14 MS. SILVERMAN: [11] 2/14 8/20 8/24 9/1 9/3 9/7 9/9 9/11 9/19 9/25 10/25	6 63128 [1] 1/24 6:30 [1] 1/5 8 8 feet [1] 5/12 9 974-1199 [1] 1/24 9:28 [1] 11/7 A about [2] 4/7 9/5 absent [1] 2/12 accessory [1] 5/21 accurate [1] 11/19 actually [2] 3/24 5/15 added [1] 7/21 adding [2] 5/22 5/23 addressed [1] 4/19 Adjustment [1] 3/17 adopted [2] 3/25 8/12 again [4] 5/6 7/7 7/10 7/11 all [4] 2/1 7/8 7/19 8/18 allowance [1] 8/6 allowed [4] 3/23 6/21 7/11 8/22 allowing [1] 9/5 already [1] 4/19 also [3] 4/12 5/1 8/5 amended [1] 10/10 amendments [2] 3/6 3/16 any [5] 3/22 5/22 5/23 5/25 7/14 APPLICATION [2] 1/8 3/5 approval [7] 6/3 7/5 7/12 7/16 7/19 9/19 10/15 approve [2] 7/19 10/9 approved [2] 3/25 8/3 architecturally [1] 6/19 are [5] 3/4 3/20 6/13 6/18 7/15 area [3] 3/19 4/9 7/23 area's [1] 7/24 as [13] asphalt [1] 8/10 Assistant [2] 1/15 3/1	Assistant/Recording [2] 1/15 3/1 assumption [1] 4/24 at [7] 3/15 3/18 4/7 5/3 6/14 7/5 11/7 ATTENDANCE [1] 1/10 Attorney [2] 1/14 2/18 aye [12] B back [2] 7/13 7/14 BALLAS [1] 1/3 be [12] been [2] 3/10 3/25 before [2] 4/16 5/19 behalf [1] 3/13 Beth [1] 1/11 black [3] 6/1 8/6 8/21 Board [2] 3/17 8/14 brick [1] 6/18 brief [1] 3/11 brown [1] 9/6 building [2] 3/20 4/5 Business [1] 3/4 but [4] 5/1 6/2 7/16 8/6 C calculating [1] 4/9 calculations [1] 3/21 call [1] 2/5 can [5] 6/1 7/24 8/2 8/2 9/18 Carl [2] 1/14 2/18 Carney [4] 1/11 2/6 10/2 10/23 cause [1] 9/4 CCR [6] 1/23 1/23 11/22 11/22 11/23 11/23 Certified [3] 11/14 11/15 11/15 certify [1] 11/16 chain [2] 8/5 8/7 Chair [2] 10/8 11/4 Chairman [1] 1/11 changes [1] 3/12 changing [1] 5/20 CITY [8] 1/2 1/14 1/15 2/18 2/23 3/13 3/25 8/13 city's [1] 3/6	clarification [1] 5/13 clean [7] 3/18 4/14 4/16 5/19 6/15 9/15 9/19 clean-up [4] 3/18 4/14 4/16 9/15 cleaned [1] 6/11 cleaning [1] 4/19 clear [2] 5/9 8/14 coated [3] 8/6 9/9 9/10 coating [1] 8/21 COEUR [3] 1/2 3/14 4/2 color [3] 8/3 8/4 8/22 columns [3] 3/24 4/13 7/2 COMMISSION [4] 1/1 2/4 7/6 7/12 Community [2] 1/14 2/20 Comprehensive [1] 3/16 concluded [1] 11/7 concrete [2] 4/8 8/10 considerations [1] 7/21 consistent [2] 6/19 6/25 constructed [1] 8/10 continue [2] 10/12 10/12 correction [1] 8/11 Council [3] 3/25 5/19 8/13 counted [1] 4/9 COUNTY [1] 11/11 court [7] 1/22 3/8 3/22 5/23 7/10 11/14 11/16 courts [2] 3/22 5/23 courtyard [1] 6/18 coverage [4] 4/6 4/8 4/10 7/17 covered [1] 3/22 CREVE [3] 1/2 3/14 4/2 CSR [3] 1/23 11/22 11/23 current [3] 5/15 5/17 6/9 currently [1] 6/13 D dark [8] 8/4 8/24 8/25 9/1 9/5 9/6	9/9 9/10 Deborah [3] 1/23 11/13 11/23 DECEMBER [2] 1/4 2/3 December 4th [1] 2/3 definition [2] 3/24 4/12 definitions [1] 4/6 design [1] 7/21 designed [1] 6/19 designs [1] 7/3 development [4] 1/14 2/21 3/7 7/5 did [1] 8/6 different [1] 6/14 Director [2] 1/14 2/20 discussed [2] 3/19 8/19 discussion [2] 3/17 6/7 discussions [2] 3/18 6/25 District [2] 4/25 5/15 Districts [1] 5/10 do [5] 3/11 7/24 10/9 10/12 11/16 does [1] 8/12 Don [1] 1/12 don't [1] 10/12 down [1] 7/7 draft [1] 4/15 Drive [1] 1/23 driveways [2] 4/1 8/9
0 027 [2] 1/8 3/5 1 10 feet [2] 6/2 7/11 1199 [1] 1/24 12 [1] 5/17 12 feet [3] 5/16 6/23 9/16 15 [1] 9/17 15 feet [4] 5/16 5/25 6/4 7/14 15 percent [2] 5/1 5/17 17-027 [2] 1/8 3/5	2 2.6 [1] 4/2 2017 [2] 1/4 2/3 2030 [2] 4/3 8/12 3 300 [1] 1/3 314 [2] 1/23 1/24 4 405.640 [2] 6/13 7/1 4772 [1] 1/23 4th [1] 2/3 5 5 feet [1] 6/20 50 percent [2] 4/9 6/24	6 63128 [1] 1/24 6:30 [1] 1/5 8 8 feet [1] 5/12 9 974-1199 [1] 1/24 9:28 [1] 11/7 A about [2] 4/7 9/5 absent [1] 2/12 accessory [1] 5/21 accurate [1] 11/19 actually [2] 3/24 5/15 added [1] 7/21 adding [2] 5/22 5/23 addressed [1] 4/19 Adjustment [1] 3/17 adopted [2] 3/25 8/12 again [4] 5/6 7/7 7/10 7/11 all [4] 2/1 7/8 7/19 8/18 allowance [1] 8/6 allowed [4] 3/23 6/21 7/11 8/22 allowing [1] 9/5 already [1] 4/19 also [3] 4/12 5/1 8/5 amended [1] 10/10 amendments [2] 3/6 3/16 any [5] 3/22 5/22 5/23 5/25 7/14 APPLICATION [2] 1/8 3/5 approval [7] 6/3 7/5 7/12 7/16 7/19 9/19 10/15 approve [2] 7/19 10/9 approved [2] 3/25 8/3 architecturally [1] 6/19 are [5] 3/4 3/20 6/13 6/18 7/15 area [3] 3/19 4/9 7/23 area's [1] 7/24 as [13] asphalt [1] 8/10 Assistant [2] 1/15 3/1	clarification [1] 5/13 clean [7] 3/18 4/14 4/16 5/19 6/15 9/15 9/19 clean-up [4] 3/18 4/14 4/16 9/15 cleaned [1] 6/11 cleaning [1] 4/19 clear [2] 5/9 8/14 coated [3] 8/6 9/9 9/10 coating [1] 8/21 COEUR [3] 1/2 3/14 4/2 color [3] 8/3 8/4 8/22 columns [3] 3/24 4/13 7/2 COMMISSION [4] 1/1 2/4 7/6 7/12 Community [2] 1/14 2/20 Comprehensive [1] 3/16 concluded [1] 11/7 concrete [2] 4/8 8/10 considerations [1] 7/21 consistent [2] 6/19 6/25 constructed [1] 8/10 continue [2] 10/12 10/12 correction [1] 8/11 Council [3] 3/25 5/19 8/13 counted [1] 4/9 COUNTY [1] 11/11 court [7] 1/22 3/8 3/22 5/23 7/10 11/14 11/16 courts [2] 3/22 5/23 courtyard [1] 6/18 coverage [4] 4/6 4/8 4/10 7/17 covered [1] 3/22 CREVE [3] 1/2 3/14 4/2 CSR [3] 1/23 11/22 11/23 current [3] 5/15 5/17 6/9 currently [1] 6/13 D dark [8] 8/4 8/24 8/25 9/1 9/5 9/6	9/9 9/10 Deborah [3] 1/23 11/13 11/23 DECEMBER [2] 1/4 2/3 December 4th [1] 2/3 definition [2] 3/24 4/12 definitions [1] 4/6 design [1] 7/21 designed [1] 6/19 designs [1] 7/3 development [4] 1/14 2/21 3/7 7/5 did [1] 8/6 different [1] 6/14 Director [2] 1/14 2/20 discussed [2] 3/19 8/19 discussion [2] 3/17 6/7 discussions [2] 3/18 6/25 District [2] 4/25 5/15 Districts [1] 5/10 do [5] 3/11 7/24 10/9 10/12 11/16 does [1] 8/12 Don [1] 1/12 don't [1] 10/12 down [1] 7/7 draft [1] 4/15 Drive [1] 1/23 driveways [2] 4/1 8/9
2 2.6 [1] 4/2 2017 [2] 1/4 2/3 2030 [2] 4/3 8/12 3 300 [1] 1/3 314 [2] 1/23 1/24 4 405.640 [2] 6/13 7/1 4772 [1] 1/23 4th [1] 2/3 5 5 feet [1] 6/20 50 percent [2] 4/9 6/24	6 63128 [1] 1/24 6:30 [1] 1/5 8 8 feet [1] 5/12 9 974-1199 [1] 1/24 9:28 [1] 11/7 A about [2] 4/7 9/5 absent [1] 2/12 accessory [1] 5/21 accurate [1] 11/19 actually [2] 3/24 5/15 added [1] 7/21 adding [2] 5/22 5/23 addressed [1] 4/19 Adjustment [1] 3/17 adopted [2] 3/25 8/12 again [4] 5/6 7/7 7/10 7/11 all [4] 2/1 7/8 7/19 8/18 allowance [1] 8/6 allowed [4] 3/23 6/21 7/11 8/22 allowing [1] 9/5 already [1] 4/19 also [3] 4/12 5/1 8/5 amended [1] 10/10 amendments [2] 3/6 3/16 any [5] 3/22 5/22 5/23 5/25 7/14 APPLICATION [2] 1/8 3/5 approval [7] 6/3 7/5 7/12 7/16 7/19 9/19 10/15 approve [2] 7/19 10/9 approved [2] 3/25 8/3 architecturally [1] 6/19 are [5] 3/4 3/20 6/13 6/18 7/15 area [3] 3/19 4/9 7/23 area's [1] 7/24 as [13] asphalt [1] 8/10 Assistant [2] 1/15 3/1	Assistant/Recording [2] 1/15 3/1 assumption [1] 4/24 at [7] 3/15 3/18 4/7 5/3 6/14 7/5 11/7 ATTENDANCE [1] 1/10 Attorney [2] 1/14 2/18 aye [12] B back [2] 7/13 7/14 BALLAS [1] 1/3 be [12] been [2] 3/10 3/25 before [2] 4/16 5/19 behalf [1] 3/13 Beth [1] 1/11 black [3] 6/1 8/6 8/21 Board [2] 3/17 8/14 brick [1] 6/18 brief [1] 3/11 brown [1] 9/6 building [2] 3/20 4/5 Business [1] 3/4 but [4] 5/1 6/2 7/16 8/6 C calculating [1] 4/9 calculations [1] 3/21 call [1] 2/5 can [5] 6/1 7/24 8/2 8/2 9/18 Carl [2] 1/14 2/18 Carney [4] 1/11 2/6 10/2 10/23 cause [1] 9/4 CCR [6] 1/23 1/23 11/22 11/22 11/23 11/23 Certified [3] 11/14 11/15 11/15 certify [1] 11/16 chain [2] 8/5 8/7 Chair [2] 10/8 11/4 Chairman [1] 1/11 changes [1] 3/12 changing [1] 5/20 CITY [8] 1/2 1/14 1/15 2/18 2/23 3/13 3/25 8/13 city's [1] 3/6	clarification [1] 5/13 clean [7] 3/18 4/14 4/16 5/19 6/15 9/15 9/19 clean-up [4] 3/18 4/14 4/16 9/15 cleaned [1] 6/11 cleaning [1] 4/19 clear [2] 5/9 8/14 coated [3] 8/6 9/9 9/10 coating [1] 8/21 COEUR [3] 1/2 3/14 4/2 color [3] 8/3 8/4 8/22 columns [3] 3/24 4/13 7/2 COMMISSION [4] 1/1 2/4 7/6 7/12 Community [2] 1/14 2/20 Comprehensive [1] 3/16 concluded [1] 11/7 concrete [2] 4/8 8/10 considerations [1] 7/21 consistent [2] 6/19 6/25 constructed [1] 8/10 continue [2] 10/12 10/12 correction [1] 8/11 Council [3] 3/25 5/19 8/13 counted [1] 4/9 COUNTY [1] 11/11 court [7] 1/22 3/8 3/22 5/23 7/10 11/14 11/16 courts [2] 3/22 5/23 courtyard [1] 6/18 coverage [4] 4/6 4/8 4/10 7/17 covered [1] 3/22 CREVE [3] 1/2 3/14 4/2 CSR [3] 1/23 11/22 11/23 current [3] 5/15 5/17 6/9 currently [1] 6/13 D dark [8] 8/4 8/24 8/25 9/1 9/5 9/6	9/9 9/10 Deborah [3] 1/23 11/13 11/23 DECEMBER [2] 1/4 2/3 December 4th [1] 2/3 definition [2] 3/24 4/12 definitions [1] 4/6 design [1] 7/21 designed [1] 6/19 designs [1] 7/3 development [4] 1/14 2/21 3/7 7/5 did [1] 8/6 different [1] 6/14 Director [2] 1/14 2/20 discussed [2] 3/19 8/19 discussion [2] 3/17 6/7 discussions [2] 3/18 6/25 District [2] 4/25 5/15 Districts [1] 5/10 do [5] 3/11 7/24 10/9 10/12 11/16 does [1] 8/12 Don [1] 1/12 don't [1] 10/12 down [1] 7/7 draft [1] 4/15 Drive [1] 1/23 driveways [2] 4/1 8/9 E each [2] 5/5 5/10 electricity [1] 5/5 eliminated [1] 8/1 elsewhere [2] 4/20 6/2 enclosures [1] 6/18 encroachments [1] 6/11 entry [2] 4/12 7/2 equivalent [1] 7/4 evening [1] 2/1 every [1] 7/20 everyone [1] 2/2 extended [1] 6/23 extension [1] 6/19

F feet [16] felt [1] 7/18 fence [8] 6/1 6/8 6/14 7/3 7/8 7/22 7/24 9/10 fences [6] 3/22 6/8 6/12 6/12 7/1 7/10 fencing [1] 9/9 final [1] 8/11 first [1] 4/15 following [1] 5/10 forgot [1] 4/4 forward [1] 8/13 freestanding [1] 5/24 front [6] 3/23 6/20 6/22 6/22 7/3 7/4 further [2] 7/2 7/7	hold [1] 4/4 home [1] 6/20 home's [1] 6/24 horizontal [1] 7/22 how [1] 3/20 however [2] 4/21 5/13 I I'll [1] 3/11 I'm [1] 6/2 if [2] 4/8 7/15 IL [3] 1/23 11/22 11/23 IL-CSR [3] 1/23 11/22 11/23 Illinois [1] 11/15 in [9] 1/10 3/8 5/4 5/9 6/13 6/16 8/14 10/12 11/6 Inc [1] 1/22 include [1] 8/6 included [3] 4/12 6/17 7/2 includes [1] 4/5 including [2] 4/7 7/22 informational [1] 4/13 inside [1] 7/23 instead [4] 5/4 5/8 5/16 5/22 intent [1] 5/2 into [6] 5/20 5/22 6/8 6/20 6/22 7/1 is [23] it [30] it's [3] 3/10 7/8 8/13 item [3] 4/16 5/13 8/14 items [1] 3/18	L last [1] 3/11 later [1] 11/18 least [1] 5/3 less [4] 4/23 5/2 5/2 5/18 Let [1] 11/5 lighting [1] 7/15 like [2] 7/19 9/1 line [2] 5/25 7/14 link [2] 8/5 8/7 location [1] 6/16 long [2] 6/3 7/17 longer [3] 6/3 7/12 7/18 look [1] 6/14 looking [1] 3/15 lot [6] 4/10 4/22 5/18 5/25 6/24 7/14 lots [1] 4/17 Louis [2] 1/24 11/11 Lumley [2] 1/14 2/18	8/12 10/11 moved [5] 5/4 6/8 7/8 9/20 10/16 Mr [5] 1/11 1/12 1/13 1/14 1/14 Mr. [10] 2/6 2/10 2/12 2/16 9/23 10/2 10/6 10/19 10/23 11/2 Mr. Carney [3] 2/6 10/2 10/23 Mr. Magruder [3] 2/10 9/23 11/2 Mr. Rovak [1] 2/12 Mr. Schuh [3] 2/16 10/6 10/19 Ms [5] 1/11 1/12 1/13 1/15 1/15 Ms. [6] 2/8 2/14 9/25 10/4 10/21 10/25 Ms. Hall [3] 2/8 10/4 10/21 Ms. Silverman [3] 2/14 9/25 10/25 Muriel [1] 1/12	6/7 6/9 6/13 8/15 9/17 10/15 ordinances [1] 4/18 ornamental [1] 6/17 other [1] 4/18 our [4] 2/5 6/13 6/25 8/15 out [3] 3/2 5/6 6/7 out again [1] 5/6 outside [1] 7/16
G game [2] 3/22 7/10 gates [3] 3/23 4/13 7/3 Gatesbury [1] 1/23 get [2] 5/20 7/1 getting [1] 5/22 go [1] 4/5 goes [1] 5/19 going [1] 5/5 Good [2] 2/1 6/5 Got [1] 9/12 grade [1] 4/6 grading [1] 7/18 green [2] 9/1 9/5	H had [6] 4/6 4/25 5/1 5/11 6/14 9/5 half [2] 4/23 5/3 Hall [4] 1/12 2/8 10/4 10/21 has [3] 3/25 4/10 5/24 have [8] 6/1 6/10 6/12 7/25 9/18 9/19 10/9 10/12 having [2] 5/4 5/8 hearing [6] 1/1 1/7 3/5 11/7 11/17 11/19 Heather [1] 1/13 height [1] 4/6 heights [1] 3/20 here [7] 5/4 5/8 6/10 7/1 7/13 8/8 10/12 hereby [1] 11/16	M Magruder [4] 1/12 2/10 9/23 11/2 maintained [1] 4/10 maintains [1] 8/3 Make [1] 10/11 masonry [1] 6/17 Matthew [1] 1/13 may [2] 6/20 6/22 McLaughlin [4] 1/22 1/23 11/13 11/23 meant [1] 4/24 measure [1] 3/20 meet [3] 5/24 6/12 7/17 meeting [2] 2/4 2/4 meetings [1] 4/7 met [1] 6/3 metal [1] 8/5 MISSOURI [3] 1/2 11/10 11/14 MO [4] 1/23 1/24 11/22 11/23 MO-CCR [3] 1/23 11/22 11/23 momentarily [1] 3/3 MONDAY [2] 1/4 2/3 more [2] 4/16 6/23 motion [5] 9/16 9/18 10/9 10/11 10/14 move [3] 6/11	N natural [1] 8/3 need [2] 5/18 9/15 needed [1] 8/14 net [1] 8/21 netted [1] 6/1 new [2] 1/3 4/5 nice [1] 7/24 night [1] 7/15 no [10] 1/8 3/5 4/23 6/3 6/21 6/23 7/11 7/18 10/14 11/5 nonconforming [2] 4/17 4/22 NORTH [1] 1/3 not [2] 8/12 9/16 now [2] 9/19 10/9	P p.m [2] 1/5 11/7 parking [1] 4/1 past [1] 5/7 pavers [1] 8/10 per [1] 4/11 percent [5] 4/9 4/23 5/1 5/17 6/24 permeable [2] 3/20 4/8 permit [1] 4/11 places [1] 6/14 plan [4] 3/16 4/3 7/5 8/12 Planner [2] 1/15 2/23 PLANNING [7] 1/1 1/15 2/4 2/25 7/5 7/12 11/17 pool [1] 7/8 porch [1] 6/22 porches [1] 3/22 PowerPoint [1] 3/11 present [9] 2/7 2/9 2/11 2/15 2/17 2/19 2/22 2/24 3/2 prevented [1] 8/5 previous [2] 4/7 7/13 prior [1] 6/25 product [1] 8/13 Professional [1] 11/14 prohibited [1] 8/2 project [2] 6/20 6/22 proof [1] 8/1 proposed [1] 3/12 proposing [1] 7/15 provided [2] 7/13 8/3 public [7] 1/1 1/7 3/5 7/24 11/7 11/17 11/19 purposes [1] 4/13 put [1] 6/15

R raw [1] 8/5 read [1] 4/3 ready [1] 2/3 recently [1] 8/12 recommend [1] 10/15 record [1] 11/5 Recording [2] 1/15 3/1 red [1] 5/9 reduced [1] 11/18 redundant [1] 4/17 reference [1] 6/11 reflect [1] 11/5 regarding [2] 3/7 4/17 Registered [1] 11/13 regulation [4] 3/21 5/15 5/17 8/8 regulations [2] 6/9 6/15 remainder [1] 6/6 reported [1] 11/16 reporter [5] 3/9 11/14 11/14 11/15 11/16 Reporting [1] 1/22 request [1] 3/17 require [2] 6/3 7/16 required [1] 7/19 requirement [1] 4/11 requirements [1] 7/18 residential [3] 3/7 4/1 4/10 result [1] 3/16 reviewed [1] 3/11 right [2] 2/1 9/18 ROAD [1] 1/3 roll [1] 2/5 roofed [1] 6/21 room [2] 3/3 11/6 Rovak [1] 2/12 RPR [3] 1/23 11/22 11/23	1/15 3/1 section [12] sections [4] 3/6 4/18 5/10 5/21 see [1] 5/9 seemed [1] 4/17 separate [1] 5/24 Services [1] 1/22 set [3] 4/25 7/13 7/13 setback [2] 3/23 7/3 seven [2] 4/23 5/3 shadowbox [1] 7/25 shall [6] 4/8 4/22 5/2 7/4 7/23 8/9 she [1] 3/2 She's [1] 3/2 Shorthand [1] 11/15 should [1] 5/16 side [8] 4/21 4/22 4/25 5/11 5/11 5/14 7/24 9/16 Silverman [4] 1/13 2/14 9/25 10/25 simplified [1] 8/8 since [2] 3/10 3/10 site [7] 3/21 4/6 4/7 4/9 4/11 7/4 7/17 so [24] solid [1] 8/1 sorry [4] 3/13 4/4 6/2 7/22 speakers [1] 3/8 specific [1] 6/3 specifically [1] 7/16 sports [2] 3/21 5/23 SS [1] 11/10 St [2] 1/24 11/11 staff's [1] 4/24 standard [3] 5/25 7/10 8/9 standards [1] 7/17 start [1] 2/5 STATE [1] 11/10 stated [1] 5/11 states [1] 5/14 stenographically [1] 11/17 stepped [1] 3/2 still [1] 7/16 Strategy [1] 4/2 structures [1] 5/21	Stutte [2] 1/15 3/1 style [1] 8/4 subject [1] 7/4 Subsection [1] 4/21 such [2] 5/22 5/23 sufficient [1] 7/25 support [1] 7/23 surface [1] 4/1 surfaces [1] 3/21 swimming [1] 7/8 sworn [1] 3/8 T take [1] 7/12 taking [1] 6/7 talked [2] 4/7 9/5 tall [1] 7/11 technical [4] 3/18 4/15 4/16 8/11 tended [1] 7/19 tennis [1] 5/23 text [1] 3/5 than [2] 4/23 6/23 that [34] that's [3] 6/2 8/17 8/18 them [3] 6/8 6/16 7/20 then [7] 5/1 5/20 6/21 7/21 8/8 8/11 9/19 there [3] 4/4 5/13 6/13 there's [1] 11/5 therefore [1] 8/14 they [3] 6/1 7/15 7/17 they're [1] 4/19 things [1] 8/18 think [4] 2/12 8/23 9/14 10/14 this [8] 3/11 4/2 5/21 7/7 7/18 8/13 10/10 11/18 THOSE [1] 1/10 thought [4] 5/5 8/23 9/4 9/5 three [1] 6/14 Tim [1] 1/11 time [1] 7/20 to each [1] 5/5 tonight [1] 2/13 transcript [1] 11/19 true [1] 11/18 typewriting [1] 11/18 typo [1] 5/16	U under [1] 4/25 up [13] use [2] 8/1 8/2 uses [1] 5/21 using [1] 4/8 V variance [1] 3/17 various [3] 3/6 3/15 5/20 versus [1] 3/22 vertical [1] 7/23 very [2] 3/11 5/9 vinyl [4] 8/1 8/2 8/2 8/6 Vote [1] 9/22 votes [2] 10/8 11/4 W walking [1] 3/19 wall [2] 6/12 7/2 walls [3] 3/23 6/18 7/2 wanted [1] 9/8 wanted to [1] 9/8 wanting [1] 6/15 was [6] 3/24 5/2 5/5 5/16 6/25 11/7 wasn't [1] 5/9 we [31] we'll [2] 2/5 9/15 we're [5] 2/3 5/7 5/7 5/22 5/23 we've [8] 3/19 4/12 6/8 6/17 6/21 6/23 7/7 7/21 well [1] 9/6 were [4] 3/8 3/15 4/19 6/15 what [2] 4/24 9/9 where [4] 4/25 5/14 5/22 7/7 which [2] 3/24 5/8 whichever [4] 5/1 5/2 5/17 5/18 while [1] 3/10 white [2] 8/1 8/1 Whitney [3] 1/15 2/23 3/13 width [2] 5/18 6/24 will [1] 5/18 wing [2] 3/23 6/18 within [6] 3/12 3/23 6/9 6/9 7/3 7/8 won't [1] 4/3 wood [1] 8/3	would [4] 6/2 7/11 7/15 7/25 Y yard [12] yards [2] 3/24 4/22 yeah [6] 8/20 9/2 9/3 9/7 9/11 9/15 you [5] 3/15 4/16 4/25 5/9 7/19 you're [2] 4/8 7/11 your [3] 6/3 7/16 7/19 Z zoning [9] 1/1 2/4 3/6 3/16 4/18 7/5 7/12 8/15 11/17
---	---	--	--	---



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

Meeting: 12/11/17 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Sharon Stott
Department Head: Sharon Stott

SCHEDULED

RESOLUTION

Resolution No. 1328 - a Resolution Authorizing the Execution of an Agreement with Tyler Technologies Company to Provide Comprehensive Enterprise Software to the City of Creve Coeur.

Staff has completed a review of the city's software needs and recommends approval of a contract with Tyler Technologies in the amount of \$211,929 for financial, personnel time and attendance, customer relationship and content management software.

RESOLUTION NO. 1328**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TYLER TECHNOLOGIES COMPANY TO PROVIDE COMPREHENSIVE ENTERPRISE SOFTWARE TO THE CITY OF CREVE COEUR.**

WHEREAS, The City Council of Creve Coeur recognizes the need for new comprehensive software for the City and budgeted in Fiscal Year 2018 for such purchase, and

WHEREAS, requests for proposals were sought and the City received seven proposals, and

WHEREAS, the available software was fully evaluated during an extensive review process and Tyler Technologies was determined to be the best and lowest proposal, and

WHEREAS, Tyler Technologies offers software modules benefitting most city processes, and

WHEREAS, it is recommended the City proceed with purchasing the software modules necessary for financial, personnel, time and attendance, customer relationship, and content management for Fiscal Year 2018 for a not-to-exceed price of \$211,929,

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

Section 1: The agreement between **Tyler Technologies** and the City for the purchase of enterprise software described above for a not-to-exceed price of \$211,929.00 is hereby approved and execution thereof by the City Administrator is hereby authorized. The agreement as executed shall be consistent with the provisions and intent of this Resolution with any changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2. This resolution shall take effect upon approval.

Adopted this 11th day of December, 2017.

Barry Glantz, Mayor

Resolution

Meeting of December 11, 2017

Attest:

Deborah Ryan, MPCC
City Clerk



Memorandum

DATE: December 7, 2017
 TO: Mark Perkins, City Administrator
 FROM: Lori Obermoeller, Director of Finance; Chris Tumbarello, Information Systems Coordinator; Sharon Stott, Assistant City Administrator
 RE: Tyler Technologies Software

Background

The city's current financial, payroll and human resources software, GEMS, was purchased approximately 10 years ago. GEMS software is not intuitive/user friendly and provides very few or no modules for most city departments. To compensate for its limitations, department staff currently uses various Excel spreadsheets, department-specific software products, or paper files to conduct day-to-day operations. None of these methods are capable of sharing data with GEMS. Software technology has advanced significantly since the city transitioned to GEMS, and in recent years city staff began looking for better solutions that streamline data sharing between departments and improve productivity.

Beginning in summer of 2016, representatives from the city's IT management contractor, Winning Technologies, and city staff from each department met several times to discuss software needs. From those meetings a list of needs was developed. The next step of developing a Request for Proposal (RFP) for a new comprehensive software package was delayed until a new Finance Director was hired in 2017 so that she could participate in the selection process.

By spring 2017, a new finance director was hired. With assistance of City Attorney Carl Lumley and Winning Technologies representatives, an RFP was developed and advertised. Key features of the RFP included:

- A software solution focused on three main components: Financials/Payroll, Human Resources, and Community Development
- Inclusion of features currently absent or lacking in the City, such as an employee self-service portal, budgeting, asset management, benefit enrollment, and time-keeping system
- Ability for field staff to interact with the system via mobile devices
- Online interaction with the public (business license renewals, permit payments, tracking active permits status)
- Cost-effectiveness

Review of Proposals

The City received proposals from seven vendors, with three vendors being eliminated as a result of offering very limited modules. The remaining four offered comprehensive software packages consistent with the city's goals – BS&A, Caselle, Tyler Technologies and Harris, the city's incumbent vendor now offering a more advanced product. Three of the four vendors were cost competitive with total initial

purchase for in-house hosting ranging from \$240,664, to \$352,870; however, the bid from Harris was the most expensive (\$445,359) and was eliminated due to cost.

Individual staff members, including the IT Coordinator, contacted various cities and counties listed as references for each of the top three vendor to determine how satisfied these agencies were with their software and to discuss any pros or cons they may have experienced during and after implementation.

In the summer of 2017, each of the three vendors provided a half-day demonstration to touch on all aspects of their software packages with various City staff in attendance. City staff were polled after the demonstrations and agreed Tyler Technologies provided the best software platform for the City based on its needs. Tyler Technologies then provided an additional two-day demonstration in order for staff to receive more detailed demonstrations of the software capabilities.

Once Tyler Technologies was determined to be the preferred choice, staff from Finance and Administration attended an on-site visit with the City of Maplewood to learn more about the Tyler financial/payroll/human resources modules they use. Similarly, staff from Community Development/Building Division made on-site visits to the cities of Blue Springs and North Kansas City for the permitting and business license module of the software package. Additionally, many of the same individual staff members contacted Tyler's municipal government references in Missouri and surrounding states to determine their level of satisfaction with the software, Tyler's customer service and the implementation process. The majority of cities contacted gave high marks to Tyler Technology and its customer service. A couple cities recommended ensuring all costs for implementation and conversion were clearly defined in the contract. In response to this comment, the city would request not-to-exceed cost for project management hours.

Data Hosting Options: SaaS vs. In-House

Tyler Technologies provided two options for hosting: one option is for in-house hosting and a Software as a Service (SaaS) option, also often referred to as a cloud-based or off-site solution.

With an in-house option, the upfront cost is generally more expensive than SaaS, but ongoing annual maintenance fees are significantly less expensive. All software, data and hardware are housed on city property and maintained by the city IT staff. We believe we will have more control of the data with immediate access for an indefinite amount of time; therefore, staff recommends remaining with its existing practice of in-house hosting.

Citizen Transparency Module

The city currently uses OpenGov software to provide a public portal to view City finances online. The city pays approximately \$5,000 annually in associated annual fees with OpenGov and the current contract expires in February 2018. Staff have monitored the use of this system over the past couple years and have determined OpenGov is not being utilized by the public. Tyler Technologies offers a very similar product, Tyler Citizens' Transparency Portal. While there has been some usefulness internally for OpenGov, it has not been used at a level to justify the cost. Therefore, staff does not recommend

renewing its contract with OpenGov, or purchasing the optional module with Tyler Technologies at this time.

The city can continue to provide a high level of financial transparency to its citizens without such software. For example, the quarterly financial reports, the Comprehensive Annual Financial Report, and the annual budget are all available on the city website. A bills payable report is included in every City Council agenda, and Creve Coeur is one of the few cities to provide a Popular Annual Financial Report to its residents by mail in the January resident newsletter.

Recommendation

Based on the proposals received, demonstrations, client references and on-site demonstrations, it is staff's recommendation that the City of Creve Coeur award the licensing contract to Tyler Technologies for in-house hosting. The recommendation is based on the following:

- 1) **Scope of Software.** Tyler Technologies was among the top two vendors that offered the most modules/items requested by the City. The software was rated high by several staff for its ease of use and interoperability with other modules. Increased efficiencies and benefit from the new software will include among other things:
 - a. Incode Financial Management Suite (general ledger, budget preparation, bank reconciliation, accounts payable)
 - b. Incode Personnel Management Suite (position budgeting, employee portal/self service)
 - c. ExecuTime (time and attendance, mobile access)
 - d. Incode Customer Relationship Management (cashiering/cash/debit/credit card collection and receipting)
 - e. Energov Product Suite – partial (business license and regulatory management, customer portal)
 - f. Content Management Suite (document record keeping such as invoicing, personnel records)
 - g. Disaster Recovery Services (disaster recovery assistance)
- 2) **Government Experience.** Tyler Technologies has 14,000 clients in all 50 states, Canada, the Caribbean, UK and other international locations. They have decades of public sector experience.
- 3) **Local clients.** Tyler Technologies have several local clients in the St. Louis area that can be used as additional resources.
- 4) **Cost.** Tyler Technologies in-house hosting proposal is a not-to-exceed price of \$211,929. This cost is comparable to the other two vendors the city considered (see Attachment 1).

The Investment Summary in the contract (Exhibit A) also includes additional optional modules available from Tyler Technologies with a rate guarantee of 24 months from the time the contract is signed by both parties. The applicable costs for these optional modules are not included in the aforementioned not-to-exceed costs and would be budgeted for Fiscal Year (FY) 2019.

Impact on Budget

In FY17, the city budgeted \$375,000 for the software transition anticipating the entire implementation process would be completed during one budget year; however, as previously mentioned, the process was postponed until a new Finance Director was hired.

In FY18, the city budgeted \$200,000 assuming implementation and associated costs would occur over two budget years. Even though the not-to-exceed cost of \$211,929 is more than the FY18 budgeted amount of \$200,000, staff does not anticipate any budget amendment will be necessary for the software purchase because it includes \$28,452 of annual maintenance fees which will not commence during this budget year, and will be budgeted annually moving forward. Additionally, the total cost includes approximately \$10,000 in travel expenses for project managers to install the various modules. Tyler Technology has a local project manager which may be able to assist with the two modules involving the most data conversation (general ledger, bank reconciliation, payroll, position) and the city anticipates travel expenses will be less than estimated.

With the purchase of Tyler Technologies software, there will be associated hardware costs in FY18 not included in aforementioned pricing. The cost of equipment and applicable server licensing and security fees is expected to be \$78,420. The new hardware meets all of Tyler Technologies system requirements, and will also serve as host to City data currently housed on existing individual servers regularly scheduled for replacement. The hardware purchase will be presented for City Council approval at an upcoming meeting. The hardware costs can be expensed to the FY18 Capital Improvement Fund and is within budget as a result of cost savings on other capital equipment purchased in FY18.

In FY19, staff will include a budget request for most of the remaining optional modules including Applicant Tracking, Miscellaneous Accounts Receivable, Asset Management, Permitting & Land Management, Code Enforcement, Customer Portal for Permitting & Inspections, iG Workforce Server, and iG Workforce iPad Apps. The FY19 budget request is expected to total \$97,820, for a total software project cost is \$309,749.

The total combined project cost for software (\$309,749) and hardware (\$78,420) is in-line with the original projected cost of \$375,000.

Please let us know if you have any questions.

Software Proposals Pricing/Features Comparison											
Vendor	Software	Implementation	Total (initial purchase)	Annual Recurring fees*	5 YR Maintenance	Total (with 5 year maint)	Financials	HR	Building/Planning/PW	Recreation	Court**
Accufund	\$59,995.00	\$80,000.00	\$139,995.00		\$74,955.00	\$214,950.00	YES	YES	NO	NO	NO
BS&A	\$153,475.00	\$199,395.00	\$352,870.00		\$141,048.00	\$493,918.00	YES	YES	YES	NO	NO
Caselle	\$135,550.00	\$105,114.00	\$240,664.00		\$239,442.00	\$480,106.00	YES	YES	YES	NO	NO
Harris	\$52,545.00	\$392,814.00	\$445,359.00		\$145,826.00	\$591,185.00	YES	YES	YES	NO	NO
Harris (Cloud9 SaaS)	\$412,354.00	\$35,394.00	\$447,748.00		\$248,612.00	\$696,360.00	YES	YES	YES	NO	NO
Seidor	\$6,746.00	\$312,544.00	\$319,290.00	\$80,952.00	\$204,000.00	\$1,009,002.00	YES	PARTIAL	NO	NO	NO
Tyler Technologies Incode (On-site)	\$90,792.00	\$163,470.00	\$254,262.00	\$20,065.00	\$115,177.00	\$469,764.00	YES	YES	YES	YES	YES
Tyler Technologies Incode (SaaS)	\$143,470.00	\$20,000.00	\$233,996.00	\$70,526.00	\$0.00	\$586,626.00	YES	YES	YES	YES	YES
Viewpoint	\$51,600.00	\$0.00	\$51,600.00	\$17,600.00	\$88,000.00	\$157,200.00	NO	NO	YES	NO	NO
*Annual recurring fees are product fees that are outside the scope of annual maintenance and support											
For Seidor, these are annual licensing fees											
For Tyler Technologies, these are recurring solution fees (RSF) not licensed in the traditional price plus annual maintenance model. RSFs are products or services that are licensed annually											
For Viewpoint, these are annual recurring product fees.											
**Court software was requested in the RFP, but per State of Missouri requesting agencies not purchase any court software in the near future, it isn't being considered anymore											



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and the City of Creve Coeur, Missouri (Client).

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Creve Coeur, Missouri.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which the parties have signed and exchanged the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to



Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties. The foregoing notwithstanding, the Client is permitted to disclose the Tyler Software and Documentation to 3rd parties in the course of its permitted use of the Tyler Software provided:
 - 1.3.1 Any such use is strictly subject to the terms and conditions of this Agreement; and
 - 1.3.2 Client is responsible for any use by 3rd parties that violates or would violate a term or condition of this Agreement, including, without limitation, the license restrictions in this Section B.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.** All of your data shall remain your sole property.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work, Exhibit D.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the not-to-exceed total. The services in the not to exceed Investment Summary are reasonably sufficient to deliver the mutually agreed scope of the project as evidenced by this Agreement. If the services in the Investment Summary are not reasonably sufficient to deliver the mutually agreed scope through no fault of Client, Tyler will provide such services as reasonably required to complete the scope at no additional cost to the Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. All changes must be approved in compliance with the Client's purchasing policy ordinance.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols, privacy policies, or other written policies provided to us as of the Effective Date, and thereafter subject to our consent which shall not be unreasonably withheld. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you dispute all or any portion of an invoice, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. For Convenience. You may terminate this Agreement for convenience on thirty (30) days' prior written notice. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by us prior through the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right

to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section H.1 provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance with a carrier with minimum AM Best rating of A-VII: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$5,000,000; (d) Workers Compensation complying with applicable statutory requirements and Employer's Liability of \$1,000,000; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you and your officials and employees as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to this Agreement and are between us and you. We will provide you with copies of certificates and blanket or other endorsements as applicable upon your written request. We will provide at least thirty (30) days advance notice of cancellation, non-renewal or reduction in our insurance coverage.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for 24 months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in the Circuit Court of St. Louis County, Missouri or the US District Court, Eastern District of Missouri. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. In addition to all other available relief, the prevailing party in any dispute shall recover from the other party its reasonable attorney's fees, costs and expenses.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. We will supply herewith our executed affidavit of compliance as required by Section 285.525 RSMo.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. We will provide you with prompt notice of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets at which point, you may elect to terminate this Agreement for convenience in accordance with Section G(2).
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within a reasonable time after the commencement of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this

Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. We represent and warrant that we are familiar with applicable law and ordinances prohibiting conflict of interest and influence and we will provide you with our affidavit of compliance therewith as required by your RFP. You may audit our books and records relating to our performance of this Agreement once per calendar year on one week advance written notice, at your expense. We will maintain all such records for at least a period of five years from completion of the Statement of Work.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. Each party agrees to return any confidential information received from the other party upon written request. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your

state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Performance Bond. Within ten (10) days of the Effective Date, we will secure a performance bond for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to surety approval.
23. Contract Documents & Order of Precedence. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |
| Exhibit E | Tyler Proposal issued in response to Client RFP and dated April 28, 2017 (Tyler "Proposal") |
| Exhibit F | Client Request for Proposal dated March 31, 2017 (Client "RFP") |

In the event of conflict between provisions in this Agreement, the following order of precedence shall apply:

- Agreement Sections A-I & Exhibits A-D
- Exhibit E (Tyler Proposal)
- Exhibit F (Client RFP)

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

CITY OF CREVE COEUR, MISSOURI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:

City of Creve Coeur
300 N. New Ballas
Creve Coeur, MO 63141
Attn City Administrator



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Prepared for:

Chris Tumbarello
City of Creve Coeur
 300 N New Ballas Road
 Creve Coeur, MO 63141
 314-872-2509
 ctumbarello@crevecocourmo.gov

Contract ID
 Issue Date
 Sales Rep:

2017-0303
12/4/2017
Ron Pieracci

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
City of Creve Coeur						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2)), Dashboards		\$22,995	108	\$13,500	\$36,495	\$4,599
Purchasing		\$6,930	32	\$4,000	\$10,930	\$1,386
Fixed Assets		\$2,970	20	\$2,500	\$5,470	\$594
Project Accounting		\$5,445	16	\$2,000	\$7,445	\$1,089
Incode Personnel Management Suite						
Personnel Management (Includes Position Budgeting)		\$17,995	116	\$14,500	\$32,495	\$3,599
Employee Self Service (ESS) (Employee Portal)			32	\$4,000	\$4,000	
ExecuTime						
ExecuTime Time and Attendance		\$9,325	40	\$5,000	\$14,325	\$1,865
ExecuTime Time and Attendance Mobile Access		\$2,540		\$0	\$2,540	\$508
ExecuTime Time VPN Start up Fee				\$4,000		
Incode Customer Relationship Management Suite						
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant, Cash Collection Interface, Cashiering Receipt Import)		\$3,000	36	\$4,500	\$7,500	\$600
Energov Product Suite						
<i>License & Regulatory Management</i>						
License Management		\$5,500	48	\$6,000	\$11,500	\$1,100
<i>System Extensions</i>						
Customer Portal						
Licensing		\$2,500	8	\$1,000	\$3,500	\$500
GIS Server		\$5,700	8	\$1,000	\$6,700	\$1,140
Content Management Suite						
<i>Printing & Reporting Solutions</i>						
<i>Content Management</i>						
Tyler Content Manager Standard Edition (TCM SE)		\$8,805	40	\$5,000	\$13,805	\$1,761
Subtotal		\$93,705	504	\$67,000	\$156,705	\$18,741

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$5,500	16	\$2,000	\$7,500
Personnel Management/Payroll	\$3,250	8	\$1,000	\$4,250
Permitting & Licensing	\$4,235	8	\$1,000	\$5,235
Subtotal	\$12,985	32	\$4,000	\$16,985

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
Not to Exceed Hours Reserve		50	\$6,250	\$6,250
Subtotal			\$11,250	\$11,250

Performance Bond

Description	Investment
Performance Bond	\$3,278

Tyler Hosted Applications

Description	Services	Investment	Annual
Continuing Education			
Tyler U		\$3,566	\$3,566
Subtotal			\$3,566

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Basic Network Services					\$1,593
Disaster Recovery Services					\$4,552
Subtotal	\$0		\$0	\$0	\$6,145

Summary

Total Tyler Software	One Time Fees	Recurring Fees
Recurring Solution Fee	\$93,705	\$18,741
Tyler Network Services/Hardware/Third Party		\$3,566 Noted in Blue above
Total Tyler Services	\$95,235	\$6,145
Preferred Customer Software Discount	(\$18,741)	
Summary Total	\$170,199	\$28,452
Contract Total	\$198,651	
Performance Bond	\$3,278	
Estimated Travel Expense:	\$10,000	

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.



Optional - Not included in totals PRICING AVAILABLE FOR 24 MONTHS FROM EFFECTIVE DATE (20% License fee discount will apply)

Description	QTY	License Fees	Hours	Services	Investment	Annual
ESS Time & Attendance (# of FTE Employees)	#		32	\$4,000	\$4,000	\$1,200
Applicant Tracking Interface (Requires AppliTrack or NeoGov)		\$1,100		Included	\$1,100	\$220
Tyler Citizen Transparency			28	\$3,500	\$3,500	\$3,500
Miscellaneous Accounts Receivable		\$6,050	12	\$1,500	\$7,550	\$1,210
<i>Tyler Asset Maintenance</i>						
Tyler Asset Maintenance (TAM) # depts	3				\$0	\$6,120
Small Scope (1-3 Departments)			170	\$21,250	\$21,250	
Tyler Parks & Rec		\$5,720	64	\$8,000	\$13,720	\$1,144
Tyler Cashiering for Tyler Parks & Rec		\$3,000	24	\$3,000	\$6,000	\$600
Permitting & Land Management	Up to 15 Users					
Permitting & Inspections		\$7,700	96	\$12,000	\$19,700	\$1,540
Customer Relationship Management			-			
Code Enforcement		\$5,000	48	\$6,000	\$11,000	\$1,000
Customer Portal						
Permitting & Inspections		\$3,400	8	\$1,000	\$4,400	\$680
iG Workforce Server		\$1,750	8	\$1,000	\$2,750	\$350
iG Workforce iPad Apps (each)	9	\$2,250	2	\$250	\$2,500	\$450
Not to Exceed Hours Reserve			50	\$6,250	\$6,250	
Estimated Travel Expense:		\$10,000				



Prepared for:
Chris Tumbarello
City of Creve Coeur

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$5,500		\$2,000	\$7,500
General Ledger		1,750	8	1,000	
Legacy/Historical Views		750	4	500	
Accounts Payable		2,000			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		1,000	4	500	
Personnel/Payroll Applications		\$3,250		\$1,000	\$4,250
Personnel Management/Payroll		\$2,250	4	\$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		\$1,000	4	\$500	
Permitting & Licensing		\$4,235		\$1,000	\$5,235
Licensing		\$4,235	8	\$1,000	
- License Master (includes contacts & properties)					
Subtotal			32		\$16,985
Breakdown					
			Financial Applications	24	\$11,750
			Permitting & Licensing	8	\$5,235
OPTIONAL if modules are chosen later:					
Permits & Inspections		\$4,235	8	\$1,000	
- Permit Master (includes contacts & properties)					
Contractors		\$1,500	4	\$500	
Inspections		\$1,500	8	\$1,000	
Transactions		\$1,500	4	\$500	
Code Enforcement		\$3,250	20	\$2,500	
- Incidents (includes property & contact info)					





Prepared for:

Chris Tumbarello
City of Creve Coeur

Tyler Premium Disaster Recovery Service

Description	Annual
Application Availability Service	\$4,552
Tyler Application coverage details:	
• Tyler Tyler Application Data sent to our DRS facility every 24 hours • Data integrity check to make sure your data is collected properly • 2 Hour Recovery Point Objective • Emergency response within 2 business hours. Application Availability within 4 business hours • We will help you establish a SaaS connection for up to 10 concurrent Users during service activation • We will assist you in restoring data from DRS facility to file server • 1 Annual Disaster Planning Walkthrough	
Scope of Service:	
Coverage includes Tyler's application for up to 2TB of storage.	
A Tyler Disaster Recovery appliance will be installed on site. This appliance is a local back-up that provides all data and images to Tyler's Disaster Recovery center, where a redundant copy of that data is stored.	
It does not include any Operating System, Active Directory, or Non-Tyler Application Data	
Tyler Content Manager would require a separate coverage agreement	
Should the media storage exceed 2TB client is subject to additional charges at current storage costs, and a larger on-site Tyler Disaster Recovery appliance.	
<i>AAS is not to be considered a replacement for standard IT backups, but as a supplemental coverage service. Entity must perform backup procedures and tape rotation as established in Tyler's recommended backup procedures documentation.</i>	
Remote access to client servers must be provided through Bomgar.	
Tyler requires a business class internet connection from the Tyler Application server. 5mbps or better recommended	
Non-Participation	
• \$140/hr for assistance in troubleshooting non-disaster backup/restore situation • \$150/hr for non-ASP related data recovery assistance in disaster situations. • One time fee: \$30,000 + \$500/day for Hosted data service in disaster situations	
Subtotal	\$4,552



Prepared for:

Chris Tumbarello
City of Creve Coeur

Tyler Universtiy

Description

Tyler U

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org





Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 25% upon the date beginning Stage 3 as defined in the Statement of Work; and (c) 50% on the earlier of first use of the Tyler Software in live production or 180 days after the beginning of Stage 3 as defined in the Statement of Work.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through one (1) year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the hourly rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the



specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Disaster Recovery Services*: Year 1 fee for Disaster Recovery Services is invoiced in advance upon our receipt of your data. Tyler agrees to provide Client a one (1) year advance notice of the intent not to renew. Client may indicate its desire to renew Disaster Recovery Services by payment of the annual fee invoiced by Tyler.

3.2 *Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee if you require receipts for the entire project. Such fee will not exceed \$25 per week of onsite services delivered. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended. Increases in Maintenance and support fees for years 2-5 shall not exceed 3.5% per year.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

 - (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

See following pages.



Exhibit E Tyler Proposal

Tyler Proposal incorporated by reference.



Exhibit F Client RFP

Client RFP incorporated by reference.

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Creve Coeur

Lori Obermoeller

300 N. Ballas Road, Creve Coeur, MO 63141

Prepared by:

Ron Pieracci

2730 Ford Street, Ames, IA 50010

Tyler Technologies, Inc.

www.tylertech.com

Table of Contents

1	EXECUTIVE SUMMARY	5
1.1	PROJECT OVERVIEW	5
1.2	PRODUCT SUMMARY	5
1.3	PROJECT TIMELINE	5
1.4	PROJECT METHODOLOGY OVERVIEW	5
2	PROJECT GOVERNANCE	7
2.1	CLIENT GOVERNANCE	7
2.1.1	<i>Client Project Manager</i>	<i>7</i>
2.1.2	<i>Steering Committee.....</i>	<i>7</i>
2.1.3	<i>Executive Sponsor(s).....</i>	<i>8</i>
2.2	TYLER GOVERNANCE.....	8
2.2.1	<i>Tyler Project Manager.....</i>	<i>8</i>
2.2.2	<i>Tyler Implementation Management</i>	<i>8</i>
2.2.3	<i>Tyler Executive Management.....</i>	<i>8</i>
2.3	ACCEPTANCE AND ACKNOWLEDGMENT PROCESS	8
3	OVERALL PROJECT ASSUMPTIONS.....	10
3.1	PROJECT, RESOURCES AND SCHEDULING	10
3.2	DATA CONVERSION	10
3.3	DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS	11
3.4	HARDWARE AND SOFTWARE	11
3.5	ENVIRONMENTS AND DATABASES	11
3.6	EDUCATION.....	12
3.7	ASSUMPTION MITIGATION	12
4	IMPLEMENTATION STAGES	13
4.1	WORK BREAKDOWN STRUCTURE (WBS)	13
4.2	INITIATE & PLAN (STAGE 1)	15
4.2.1	<i>Tyler Internal Coordination & Planning.....</i>	<i>15</i>
4.2.2	<i>System Infrastructure Planning.....</i>	<i>16</i>
4.2.3	<i>Project/Phase Planning</i>	<i>17</i>
4.2.4	<i>Project Schedule</i>	<i>18</i>
4.2.5	<i>Stakeholder Presentation</i>	<i>19</i>
4.2.6	<i>Control Point 1: Initiate & Plan Stage Acceptance</i>	<i>20</i>
4.3	ASSESS & DEFINE (STAGE 2)	21
4.3.1	<i>Fundamentals Review</i>	<i>21</i>
4.3.2	<i>Current/Future State Analysis</i>	<i>22</i>

4.3.3	<i>Data Conversion Planning & Mapping</i>	23
4.3.4	<i>Standard 3rd Party Data Exchange Planning</i>	24
4.3.5	<i>Customization Analysis & Specification, if contracted</i>	25
4.3.6	<i>Forms & Reports Planning</i>	26
4.3.7	<i>System Deployment</i>	27
4.3.8	<i>Control Point 2: Assess & Define Stage Acceptance</i>	28
4.4	BUILD & VALIDATE (STAGE 3)	30
4.4.1	<i>Configuration & Power User Training</i>	30
4.4.2	<i>Data Conversion & Validation</i>	31
4.4.3	<i>Standard 3rd Party Data Exchange Validation</i>	32
4.4.4	<i>Customization Delivery & Validation, if contracted</i>	33
4.4.5	<i>Forms & Reports Validation</i>	34
4.4.6	<i>Control Point 3: Build & Validate Stage Acceptance</i>	35
4.5	FINAL TESTING & TRAINING (STAGE 4)	36
4.5.1	<i>Cutover Planning</i>	36
4.5.2	<i>User Acceptance Testing (UAT)</i>	37
4.5.3	<i>End User Training</i>	38
4.5.4	<i>Control Point 4: Final Testing & Training Stage Acceptance</i>	39
4.6	PRODUCTION CUTOVER (STAGE 5)	40
4.6.1	<i>Final Data Conversion, if applicable</i>	40
4.6.2	<i>Production Processing & Assistance</i>	41
4.6.3	<i>Transition to Tyler Support</i>	42
4.6.4	<i>Schedule Post-production Services, if applicable</i>	43
4.6.5	<i>Control Point 5: Production Cutover Stage Acceptance</i>	44
4.7	PHASE/PROJECT CLOSURE (STAGE 6)	45
4.7.1	<i>Close Phase/Project</i>	45
4.7.2	<i>Control Point 6: Phase/Project Closure Stage Acceptance</i>	46
5	ROLES AND RESPONSIBILITIES	47
5.1	TYLER ROLES AND RESPONSIBILITIES	47
5.1.1	<i>Tyler Executive Management</i>	47
5.1.2	<i>Tyler Implementation Management</i>	47
5.1.3	<i>Tyler Project Manager</i>	47
5.1.4	<i>Tyler Implementation Consultant</i>	48
5.1.5	<i>Tyler Sales</i>	49
5.1.6	<i>Tyler Software Support</i>	49
5.1.7	<i>Tyler Disaster Recovery Support</i>	49
5.2	CITY ROLES AND RESPONSIBILITIES	49
5.2.1	<i>City Executive Sponsor</i>	49
5.2.2	<i>City Steering Committee</i>	50
5.2.3	<i>City Project Manager</i>	50
5.2.4	<i>City Functional Leads</i>	51

5.2.5	<i>City Power Users</i>	52
5.2.6	<i>City End Users</i>	52
5.2.7	<i>City Technical Support</i>	52
5.2.8	<i>City Upgrade Coordinator</i>	53
5.2.9	<i>City project Toolset Coordinator</i>	53
5.2.10	<i>City Change Management Lead</i>	53
6	GLOSSARY	54
7	INCODE 10 CONVERSION SUMMARY	57
7.1	GENERAL LEDGER – CHART OF ACCOUNTS	57
7.2	GENERAL LEDGER – LEGACY/HISTORICAL VIEWS	57
7.3	ACCOUNTS PAYABLE – VENDOR MASTER	57
7.4	ACCOUNTS PAYABLE – LEGACY/HISTORICAL VIEWS	57
7.5	PERSONNEL MANAGEMENT/PAYROLL - STANDARD	57
7.6	PERSONNEL MANAGEMENT/PAYROLL – LEGACY/HISTORICAL VIEWS.....	57
8	ENERGOV CONVERSION SUMMARY	58
8.1	PERMITTING.....	58
8.2	BUSINESS AND PROFESSIONAL LICENSING.....	58
8.3	CODE CASE MANAGEMENT	59

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Creve Coeur the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Incode	CRM
Incode	CIS
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
EnerGov	Permitting & Land Management (Optional)
EnerGov	Licensing & Regulatory Management
Tyler	Tyler Asset Maintenance (Optional)

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Stage of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present

completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

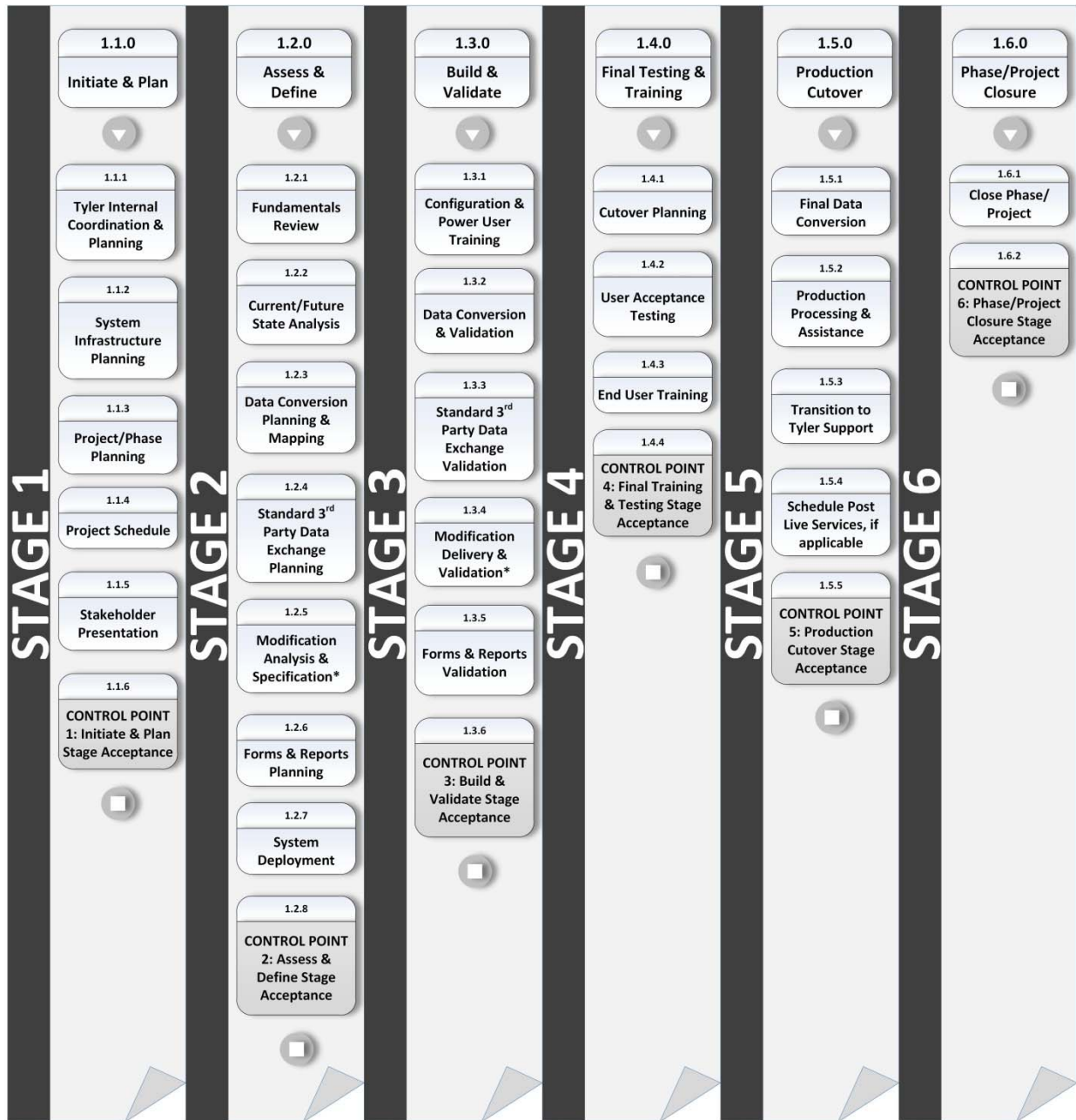
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Stage broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Provide Current/Future State analysis materials to the City, as applicable		A	R	I							C	I		I					
	Conduct Current & Future State analysis			A	R							I	C	I	C					
	Provide pros and cons of Tyler software options			A	R							I	C	I	C					
	Make Future State Decisions according to due date in the Project Plan			I	I						C	A	R	I	C	I				
	Record Future State decisions			A	R							I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								I	R		I					
			A	R								I	C	I	C				I	
			I	C								A	C		R			C		
Perform configuration																				
Power User process and Validation training																				
Validate configuration																				

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Standard Forms & Report Training			A	R							I	C		C			I		
	Test Standard Forms & Reports			I	C		C					A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	C						I	I	C	C	I	I			C	C	
	Cutover Planning Session		A	R	C															
	Develop Production Cutover Checklist		A	R	C													C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Production processing			C	C					I	I	A	R	R	R	R	R	R	I	I
	Provide production assistance			A	R			C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Develop internal support plan			I						A	R	C	C	C	C	C		C	C	C
	Conduct transfer to Support meeting	A	I	C				R			C	C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			C	C								A	R	I	C				I	
		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	C								C	C	I	C	I		C		
		A	R							I	I	C								
Review outstanding Project activities and develop action plan																				
Review Project budget and status of contract Deliverables																				

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the project
 - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.1.7 Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tylers data center.
- Provides services to host Application in the event of a disaster
- Provides 24 hour RPO – Recover Point Objective
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours
- Provide one annual disaster planning walkthrough

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources

- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for County project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management

- Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
- Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
- Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Customization specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days

- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode 10 Conversion Summary

7.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

7.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

7.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

7.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

8 EnerGov Conversion Summary

8.1 Permitting (Optional)

- Permit master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Permit type. Original Permit type will be converted as a memo custom field
- Classification – Converted to one legacy Permit classification. Original Permit classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as Memo Custom fields
 - Contacts and Contact Addresses
 - Type
 - Classification
 - Bonds and Escrow
 - Zones
 - Activities and Actions
 - Holds
 - Conditions

8.2 Business and Professional Licensing

- Business entity
- License master basic information
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to Memo Custom field
- Parcel and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees
- Holds
- Conditions
- Notes
- Contractors
- Business Types & NAICS codes
- Payment and Fee history
- Converted as memo custom fields
 - Bonds and Escrow

- Activities and Actions

8.3 Code Case Management (Optional)

- Code Case master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Violations – Converted to one legacy Violation type. Original Violation type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Code type. Original Code type will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
 - Contacts and Contact Addresses
 - Type
 - Bonds and Escrow
 - Zones
 - Activities and Actions
 - Holds
 - Conditions

Sample Schedule - Tyler Incode Client **SAMPLE ONLY - YOUR ACTUAL SCHEDULE WILL VARY**

Task name	Planned Start	Planned Fin	Approximate Hours Per Week	Resource	Work Co	Description
Core Financials - Chart of Account Segmentation	1/2/2018	2/9/2018	8	Tyler Chart of Accounts Specialist	Remote	Our Chart of Accounts Specialist with assist you with your Chart of Account Schema to ensure maximazation of reporting capability.
Complete TylerU Prerequisites	1/2/2018	2/2/2018	2	Tyler Client	Remote	Spend this time taking our Tyler U Courses to prepare for your Instructor-Lead Training classes.
Instructor-Lead Training (ILT) - Classes	2/5/2018	3/2/2018	8	Tyler Implementation Consultant	Remote	Virtual Classrooms with Live trainers to prepare for you on site setup .
Financial and Personnel Management - Chart of Accounts/ Reports Acceptance	2/26/2018	3/2/2018	4	Tyler Chart of Accounts Specialist	Remote	User Acceptance Testing to ensure your Chart of Accounts meets your needs.
Core Financials - Configuration and Setup	3/13/2018	3/16/2018	30	Tyler Implementation Consultant	On Site	Consultant on site. Working on General Ledger, Accounts Receivable and Bank Reconciliation.
Positive Pay - Configuration and Setup	3/13/2018	3/16/2018	2	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Positive Pay file setup.
Personnel Management - Configuration and Setup	3/20/2018	3/23/2018	30	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Personnel Management setup.
Output Director - Configuration and Setup	3/20/2018	3/23/2018	2	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Output Director setup.
Fixed Assets - Configuration and Setup	3/27/2018	3/30/2018	8	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Fixed Assets file setup..
Project and Grant Accounting - Configuration and Setup	3/27/2018	3/30/2018	8	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Project and Grant Accounting setup.
Cashiering - Configuration and Setup	3/27/2018	3/30/2018	16	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Cashiering Configuration setup.
Employee Self-Service - Configuration and Setup	4/2/2018	4/6/2018	16	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Employee Self-Service setup.
Employee Self-Service Time & Attendance - Configuration and Setup	4/2/2018	4/6/2018	16	Tyler Implementation Consultant	On Site	Consultant on site. Assistance with Employee Self-Service Time & Attendance setup.
Financial and Personnel Management - Conversion Analysis	4/9/2018	5/18/2018	NA	Tyler Conversion Analyst	Remote	During this window our conversion programmers and analysts are busy ensuring the your data is appropriately mapped in your new Tyler System.
Financial and Personnel Management - Client Data Review Week 1 - Conversion Gaps Identified	5/21/2018	5/25/2018	10	Tyler Client	Remote	Week 1 - Client Review: After we have converted your data we let you the client test our work to ensure accuracy.
Financial and Personnel Management - Client Data Review Week 2 - Conversion Gaps Identified	5/29/2018	6/1/2018	10	Tyler Client	Remote	Week 2 - Client Review: After we have converted your data we let you the client test our work to ensure accuracy.
Chart of Accounts Review II	6/4/2018	6/8/2018	2	Tyler Chart of Accounts Specialist	Remote	One final look at your Chart of Accounts to ensure it is configured to your needs.

Sample Schedule - Tyler Incode Client **SAMPLE ONLY - YOUR ACTUAL SCHEDULE WILL VARY**

Chart of Accounts Review II	6/4/2018	6/8/2018	2	Tyler Chart of Accounts Specialist	Remote	One final look at your Chart of Accounts to ensure it is configured to your needs.
Personnel Management Parallel Payroll	6/12/2018	6/15/2018	32	Tyler Implementation Consultant	On Site	Consultant on site. To ensure your live payroll goes smoothly we will assist with a parallel payroll - running your last payroll through our system - to test for accuracy.
User Acceptance Testing	6/19/2018	6/22/2018	32	Tyler Implementation Consultant	On Site	Consultant on site. A week of testing, training and miscellaneous work to ensure you are indeed ready to GO LIVE!
Core Financials (Including Bank Recon) - Go Live	7/10/2018	7/13/2018	30	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Core Financials (Including Bank Recon).
Positive Pay - Go Live	7/10/2018	7/13/2018	2			
Personnel Management - Go Live	7/17/2018	7/20/2018	30	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Personnel Management.
Output Director - Go Live	7/17/2018	7/20/2018	2	Tyler Implementation Consultant	On Site	
Fixed Assets - Go Live	7/24/2018	7/27/2018	8	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Fixed Assets, Project Accounting, Cashiering modules.
Project and Grant Accounting - Go Live	7/24/2018	7/27/2018	8	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Fixed Assets, Project Accounting, Cashiering modules.
Cashiering - Go Live	7/24/2018	7/27/2018	16	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Fixed Assets, Project Accounting, Cashiering modules.
Employee Self-Service - Go Live	7/31/2018	8/3/2018	16	Tyler Implementation Consultant	On Site	Consultant on site. GO LIVE! Employee Self-Service .

Important. Please note: The above is only meant to illustrate a sample *financial* implementation. The actual schedule dates developed for your specific site will vary based upon many factors not taken into consideration in this example.



CITY OF CREVE COEUR, MISSOURI
ENTERPRISE SOFTWARE REQUEST FOR PROPOSAL
MARCH 31, 2017

**City of Creve Coeur
300 N New Ballas Rd
Creve Coeur, MO 63141**

TABLE OF CONTENTS

SECTION	PAGE #
INTRODUCTION	1
About the City	1
Purpose of the Request for Proposal	1
Notice to Proposers	1
Inquiries	2
Procurement Schedule	2
EVALUATION CRITERIA	3
PROPOSAL SUBMISSION	3
SUBMITTAL REQUIREMENTS	4
Summary	4
Company Background	4
Scope of Products/Services to Be Provided	5
Proposed Software	5
Proposed Implementation Plan	6
Training, Maintenance and Support	6
Security	6
Redundancy/Failover/Backups	6
Exceptions to RFP	6
Sample Reports	6
Price Proposals and Basis	7
Client References	7
SCOPE OF PROJECT	7
General Ledger	7
Budgeting and Forecasting	7
Accounts Receivable	7
Accounts Payable	7
Requisition/Purchasing	8
Bank Reconciliation	8
Payroll	8
Human Resources	8
Time Keeping and Employee Self Service	8
Capital Assets	8
Report Writing	8
Cash Receipts	8
Dashboard	8
Project/Grant Management	9
License and Permits	9
Building Permitting and Inspections	9
Planning and Zoning	9
Public Works	9
Customer Portal	9

PROJECT GOALS	10
CONTRACT TERMS AND CONDITIONS	10-21
ATTACHMENTS	
SYSTEM REQUIREMENTS	
1. Technical Specifications	22
2. Functional Requirements	23
1. Generally	24
2. Finance/Municipal Court	25
3. Planning	27
4. Building	28
5. Public Works	30
6. Recreation	31
7. Human Resource	32
8. Asset Management	34
9. Customer Portal	35
3. Client Reference List	37
4. Pricing matrix	38
5. Sample Forms from the City	39

INTRODUCTION

The City of Creve Coeur, MO (hereinafter referred to as “The City”) is requesting proposals for a software package that will consolidate and/or eliminate current software packages into a single enterprise-wide application.

About the City

The City of Creve Coeur provides superior municipal government services to its affluent community in the St. Louis Metropolitan area spanning 10.27 square miles. With a Home Rule Charter and a Council-Administrator form of government, the City has 109 dedicated full-time employees organized into seven departments: Administration, Legislative, Finance, Community Development, Recreation, Public Works and Police. With a resident population of 18,000, Creve Coeur is the heart of commerce in the St. Louis region and has a daytime population of 50,000 with key industries including technology, life sciences and health services.

The fiscal year 2017 annual budget was \$22.8 million including all funds. There are five funds (general, enterprise, sewer lateral, capital improvement, retirement) with the general fund being the most highly used. A new fund has also been added for new police building project. For additional information about the current budget, visit www.creve-coeur.org/budget.

Additional information about the City of Creve Coeur is available at www.creve-coeur.org.

Purpose of Request for Proposal

This RFP is designed to procure software for the purposes of purchasing, budgeting, and general financial and administrative functions, as well as the maintenance and tracking of building permits and inspections. The City is willing to consider any system that would meet its needs.

The City is considering purchasing software housed on-site, or hosted/maintained via cloud services. Proposals should include specifics and costs related to training and implementation separately from the cost of the software.

Notice to Proposers

The City reserves the right to choose the software package that will best fit its needs regardless of whether or not it is the lowest bid.

If all products and services are not provided by one firm, the firm submitting the proposal shall provide a) disclosure of such facts b) the name and pertinent information of the other party(ies) c) acknowledgement of responsibility as primary party to the RFP.

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process, and/or the program which is outlined within this RFP at any time.

The City reserves the right to reconsider any proposal at any stage of the procurement process, and reserves the right to meet with selected proposers to gather additional information or request demonstrations from selected proposers at any point until the final contract signing. The City reserves the right to add or delete modules any time prior to the signing of a contract.

Any third party solutions proposed must be indicated, and must be seamlessly compatible with the general ledger component. All third party solutions are subject to the same guidelines as outlined in this RFP unless otherwise stated.

All firms submitting proposals based upon this RFP are encouraged to submit the most competitive proposal possible, as failure to do so may result in elimination early in the process.

This RFP, any amendments, and details outlined under *terms and conditions* will be incorporated into any contract, unless otherwise noted in the agreed upon contract.

Pricing should be submitted on an individual, “not to exceed” basis.

Any proposals submitted become the property of the City, and as such are public records subject to Missouri Sunshine Law and public review.

This RFP does not commit the City to award a contract. The City reserves the right to reject all proposals submitted should it be determined that such proposals do not provide a satisfactory solution.

When responding to this RFP, please follow all instructions, as failure to do so, could result in early disqualification.

Inquiries

In an effort to promote fairness, please direct all inquiries in writing to the following:

Chris Tumbarello, IT Coordinator ctumbarello@crevecoeurmo.gov

All responses to questions will be in writing, and will be posted on the city’s website at www.creve-coeur.org > Business > Bids & Quotes. Any questions directed to personnel or City staff not listed above, may be cause for rejection of the proposer’s RFP response.

Procurement Schedule

03/31/2017	RFP issued
04/13/2017	Last day for proposal questions
04/28/2017	Proposals due 5:00 p.m. CDT
05/15/2017-05/26/2017	Software Demonstrations held, if needed
06/12/17	Final Selection/Award of Contract

Any software demonstrations will be held on-site at the Creve Coeur Government Center. The City expects that the selected proposers will be available for demonstration(s) within the time-frame specified—if required.

Proposals are to be submitted before **5:00 p.m. CDT on April 28th, 2017**. Electronic copies should be sent to the contact listed above. Please submit the original proposal and seven (7) copies for a total of eight (8) paper copies to:

City of Creve Coeur
Attn: Chris Tumbarello
300 N New Ballas Road
Creve Coeur, MO 63141

Each submission, whether in electronic or paper form, should be clearly marked “ENTERPRISE SOFTWARE PROPOSAL”. Any submissions not clearly marked may be disqualified. Any proposals received after the due date and time will not be considered.

EVALUATION CRITERIA

All proposals will be evaluated upon the following criteria:

- a) Technical Features
- b) Compatibility with City needs
- c) Compliance with City purchasing policies (see Code 140.010)
- d) Overall System features
- e) Cost
- f) Public Sector Experience
- g) References—including local references
- h) Availability of local support

The purpose behind the evaluation criteria is to determine which software package best meets the needs of the City both currently, and in the future. This list is not all encompassing, and other criteria may be used at the discretion of the City.

PROPOSAL SUBMISSION

All proposals submitted must be received by the above date and time at the specified location. Any proposals submitted late will not be considered.

By signing the proposal, the issuer is accepting the terms and conditions of the RFP, and is certifying that the proposer is available to meet the time frame specified for demonstrations and implementation.

Any proprietary information should be clearly marked as exempt from disclosure by use of the word “CONFIDENTIAL”. The City will consider such marking as a request for confidentiality and will endeavor to treat the information in such manner subject to the requirement of the Missouri Sunshine Law.

The City shall not be liable for any pre-contractual expenses, including, but not limited to, travel and expense for demonstrations or the cost of submitting a proposal. The City shall be held harmless and free from liability for any such costs from any organization submitting a response to this RFP.

SUBMITTAL REQUIREMENTS

Each proposer is required to submit eight (8) paper copies and one (1) electronic copy.

The contents will be in the order listed below:

1. Title page, cover letter
2. Summary
3. Company background
4. Scope of products/services to be provided
5. Proposed software
6. Proposed Implementation plan
7. Training, Maintenance and Support
8. Any exceptions to the RFP
9. Sample reports
10. Price proposal and basis
11. Client References

Each section should be written toward a non-technical reader, and should contain material specifically outlined hereafter.

Summary

This section shall contain information pertaining to the software being proposed. It shall include a brief description that will include the name of the software, its platform, most recent update, and shall summarize the proposal.

It should also contain contact information such as proposer name, address, phone number, and email address.

Finally, this section should contain a table of contents, and the date of the proposal.

Company Background

This section shall contain a brief history of the proposer's company and any firm involved in the proposal. Responses shall include, but not be limited to:

- company name,
- name and title of contact person,
- location,
- corporate headquarters,
- local office,
- years in business,
- years of providing service/systems to public sector,
- number of public sector clients,
- number of local government clients,
- number of public sector clients in Missouri,
- number of employees,
- total revenue

- ownership (i.e. publicly held, privately held).
- Web address

Additionally, a copy of the latest audited financial statements shall be submitted for each firm. Please also include the following

- Business registration information on file with the Missouri Secretary of State, and as applicable to the state where the business headquarters is located
- Proof of insurance for professional errors and omissions and liability
- Provide a W9 for vendor setup

Scope of Products/Services to Be Provided

This section should provide a discussion of the proposer's overall understanding of the project and scope of work, and should include, but not be limited to the following:

- List and describe all proposed software modules, including any third party solutions, the name, platform, and proposed version. Include a description of all interfaces necessary and whether they are provided. The City will assume all interfaces are provided, unless specifically stated otherwise. Please include information for both on-site software and hosted services.
- Describe, in detail, scope of conversion services provided, including cost for recommended organizational changes due to implementation of software.
- A complete description of annual maintenance, including cost and scope of services for on-site, hosted, and cloud options. For on-site purchase of software, please provide cost for back-up services.
- Complete Attachment 1--Technical Requirements.
- Complete Attachment 2—Functional Requirements

Proposed Software

Include a description of all modules including platform, proposed version, any third party solutions and interfaces to be included in this proposal. General areas the modules should cover are (note: this is not an all-inclusive list):

- Financials
 - General Ledger
 - Accounts Payable/Receivable
 - Payroll
 - Budgeting
 - Requisition/Purchase Order
- Human Resources
 - Time Keeping
 - Employee Self Service Portal
- Community Development
 - Building Permitting and Inspections
 - Planning and Zoning
- Public Works
 - Fleet maintenance management
 - Pavement maintenance (integration with current product)
 - Work Orders

- Customer Portal
- Integration with GIS

Attachment 2 describes the specifics of the modules requested.

Include information on any additional modules offered with a brief description of their benefit to the City.

Proposed Implementation Plan

Provide an overview of proposed implementation plan. Include a detailed plan for implementing the proposed system including a timeframe for phasing in implementation. Additionally, provide, separately, estimated training and cost for such.

It is the desire of the City to rollout the selected software package over an 18 to 24 month period based on our fiscal year and budgeting processes to pay for the additional modules over that time period as new modules are implemented.

Training, Maintenance and Support

Provide specifications as to the nature of any post-implementation and on-going support provided by vendor (i.e. annual maintenance, software upgrades, etc.) Describe available technical support options, and typical response times. Provide availability for on-going training after implementation.

It is the desire of the City to receive from the proposer a comprehensive training program that is configured for the specific levels of users, from System Administrators to supervisors and end users.

Security

The proposed system should have security set features built in that allow the administrator to manage user access to the individual modules or areas of the system. Group based security policies as well as individual permissions are expected to be available. External security also essential.

Redundancy/Failover/Backups

It is the intent of this proposal to have a system that has failover capabilities in the event of a disaster. High availability is critical to the move forward strategy. The proposer will provide a plan for redundancy, failover, and how backups are managed.

Exceptions to RFP

Complete a detailed listing of exceptions to this RFP and an explanation for each.

Sample Reports

Proposers should include the following sample reports, as a platform against which the City can fairly consider the overall value of each proposal submitted. The City is aware that it is not possible to provide specifics in an RFP; however it is essential that all material terms be included.

- Sample software licensing agreement

- Sample maintenance agreement
- Sample implementation services agreement
- Sample hosting agreement
- Sample implementation project plan
- Sample agreements from any third party vendors involved in RFP

Price Proposals and Basis

Provide pricing for each module and interface proposed along with implementation and maintenance costs. Cost per module should be for “out-of-the-box”, and implementation and maintenance costs should be on a “not-to-exceed” basis. Should any of the modules require configuration, please list that cost separately next to the specified module.

The City may decide to award a purchase contract based upon initial offers received without discussion of such offers or without additional demonstration. Therefore, proposals submitted should be based upon the most favorable terms available.

Implementation costs should include all costs for travel expenses expected to be incurred. The City will assume that all costs listed as implementation costs do include such expenses, and will expect to see no additional out-of-pocket expenses other than those specifically agreed upon.

Data conversion costs for at least one year, with a maximum of five (5) years, of data should be listed separately, along with the basis for the estimate.

Maintenance fees should be included for five (5) years subsequent for budgeting purposes, and evaluation of costs associated with proposed software.

Client References

Provide a minimum of five (5) client references. See Attachment 3—Client References for additional information. Proposers must assume that all references will be contacted. Include as many as possible from the bi-state area of Missouri and Illinois.

SCOPE OF PROJECT

A brief overview of the modules requested along with expected functionality is outlined hereafter.

General Ledger. The City utilizes the general ledger to maintain all financial and accounting information for all departments and funds within the municipality. As part of the implementation process, the City may require assistance re-defining its chart of accounts.

Budgeting and Forecasting. The budget module will be utilized by the City’s departments for composing its annual budget. It must account for all revisions, and interface with the general ledger and payroll/HR modules. Forecasting should be available for no less than three (3) years and up to ten (10) years.

Accounts Receivable. The accounts receivable module will track and account for all receivables due to the City.

Accounts Payable. The accounts payable module should integrate with the purchasing/requisition module(s), and the general ledger, budgeting, and capital asset modules. It will allow for processing of vouchers and electronic payments. It will have the ability to create payment vouchers (checks) templates within the software, and print using MICR toner and include pertinent signature(s). It will include unlimited payment history, electronic storage of documents/invoices, and the ability to review an audit trail of activity, changes, and approvals. Invoices will be received by individual departments where they will be scanned, and forwarded for approval of payment to the appropriate level of management.

Requisition/Purchasing. This module should integrate with the general ledger, budgeting, and accounts payable modules. It will also integrate with Google Gmail (and possibly Microsoft Outlook) for approval notification to the appropriate management level. It will be used to initiate purchase requests within individual departments. It should include notification that a specific expense account has insufficient funds available for use, and allow for management override. It will also have the ability to review an audit trail of activity, changes and approvals.

Bank Reconciliation. The bank reconciliation module will integrate seamlessly with general ledger and accounts payable module. It will be used to reconcile the bank statements with the general ledger and accounts payable.

Payroll. This module will be used to process payroll for up to 150 employees, including history for terminated and inactive employees. It should maintain all data pertaining to taxes and payroll deductions for each employee. It should produce all information for annual and quarterly reporting. It will maintain unlimited data pertaining to employees including past salary, payments made, hours worked, deductions, and adjustments.

Human Resources. This module will be used to maintain all data pertaining to employees including position(s) held, benefits choices, past salary, any voluntary deductions, Section 125 plan participation, disciplinary action, etc.

Time-Keeping and Employee Self Service. The time-keeping module will be used for entry of employees' time worked, and leave requests. It should integrate with the payroll module, and allow for multiple shifts (i.e. 12, 24 and 48 hours). Employees will have access to this module in order to enter their time, and leave requests. Leave requests should have the ability to be approved electronically by the employee's supervisor. The self service module will include functions of time keeping module with the additional ability to select benefit changes, request schedule changes, update employee's personal information, etc.

Capital Assets. Capital Assets will be used to track both physical and financial information about the City's assets. It will provide for inventory assets and depreciable capital assets. It will track each item, and record annual depreciation.

Report Writing. This module will be used to create reports required by each entity for specific purposes not contained in the general report module included with the software modules. It shall allow for creating reports from any module contained in the software package for any

given timeframe. Reports will integrate will Microsoft Office 2010 and later with one or two “clicks”.

Cash Receipts. Cash receipts will be utilized by all departments that take payments. It will be used for processing and posting of payments. It will integrate with the general ledger, and provide for deposit to multiple funds and bank accounts.

Dashboard. The dashboard will be used by both concurrent and peripheral users to view pertinent data. It should have customize-ability, and provide drill-down capabilities from the main screen.

Project/Grant Management. This module will provide tracking of project and grant expenditures over multiple periods. It will have the capability to report expenditures as required by grant issuers, and provide for OMB Circular A-133 reporting.

License and Permits. Licensing and permitting software will track any and all business, merchant, and liquor licenses issued to local businesses. It will allow for multiple licenses issued to one user. It will provide a license template that is easily updated, typically annually, and will track delinquent businesses. It will account for any and all late fees with the ability for management override, as necessary. It will have the ability to generate reports, and will integrate with the general ledger.

Building Permitting and Inspections. Assigning and tracking permit numbers to building, demolition, fence, excavation, occupancy, and various other building projects through their lifecycle. Assign and track property maintenance complaints, stop work orders, and site improvements. Tracking the plan review process. Code enforcement. Apartment re-occupancy. Fee scheduling and collection for various permitting and inspection fees. Tracking daily field inspections. Escrow tracking and collection of fees that integrate with financial modules. Generation of activity reports.

Planning and Zoning. Assigning and tracking project numbers for various planning projects, such as Board of Adjustment applications, conditional use permits (CUP), rezoning, plat, site plan, sign, and other. Fee collection. Public hearing and staff review requirements. Commission and council approvals.

Public Works. Integration with Gasboy (gas pump management software.) Integration with pavement maintenance software (Lucity.) Implementation of a work order system. Fleet maintenance system. Ability for project management. Permit system for right-of-way, facilities use permit. Street planting program. Customer Service requests (online, phone.) Tracking of sewer lateral repairs.

Customer Portal. Online web portal where citizens and customers can find a variety of city information and the ability to pay City fees online, such as business license, permit fees, inspection fees, escrow, etc. Ability for online user to access information on the progress of permits for building, planning, and public works projects. Contractor access to schedule inspections.

PROJECT GOALS

Through the implementation of new enterprise software, the City is looking to develop a long-term relationship with a software provider that will allow for more efficient execution of duties, and the ability to provide information in a timely manner and usable format. As City employees are being required to provide services more efficiently and cost-effectively, it is imperative that they have the ability to produce reports that are both meaningful, and timely. One of the goals of this RFP is to procure a software package that provides for efficient reporting for all stakeholders, both internal and external.

Additionally, there are certain areas, because of the constraints of our current software, where data entry is being done more than one time. It is the goal of this procurement to reduce redundancy, and create more efficient, faster processes.

Finally, as governments become more aware of their carbon footprint, it is the goal of this procurement for the City to reduce its paper consumption, and implement technologically advanced electronic processes.

CONTRACT TERMS AND CONDITIONS

Below are standard contract terms and conditions that the City expects to be part of an agreement with the finalist(s). Contract terms in the final agreement should include but not be limited to:

1. Applicability

Accordance with the provisions of this RFP, including but not limited to these terms and conditions, shall be made part of each agreement resulting from this RFP and shall control unless the agreement expressly provides otherwise.

2. Payment Terms

Payment for the financial software and implementation services rendered pursuant to any agreement shall be made in amounts & times set forth in the contract agreement. A written agreement will be executed, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Prior to payment, the vendor must submit an original dated itemized invoice of services rendered. Any reimbursement for expenses, as allowed in the contract agreement, and that are included on the invoice(s) shall be agreed upon prior to execution of the agreement, and must be supported with attached original billings for such expenses.

Implementation services will be paid on a not-to-exceed basis as described and only on a deliverable completion basis, meaning that the City will pay only when the vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the statement of work as part of the contract agreement.

3. Additional Users and Modules

The City will require “price protection” for a minimum of two (2) years from the effective date of the software license for additional users and modules that are listed in the proposal but are not initially purchased.

4. Delivery of Project Plan and Other Key Deliverables

A detailed project plan is to be delivered within a contractually specified timeframe after the contract agreement is signed.

5. Services and Statement of Work

The contract agreement shall include in the statement of work, a detailed description of all work to be performed by the vendor for the City. Except as otherwise explicitly stated in the contract agreement, the vendor will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. Any additional services not identified in the contract agreement will be mutually agreed to in writing by each party through a change order process.

6. Status of vendor

The vendor and its employees will be engaged in an independent contractor relationship with the City in performing all work, duties, and obligations under the contract agreement. The City will not exercise any control or direction over the methods by which the vendor shall perform its work and functions. The City’s sole interest and responsibility is to ensure that the work covered by the contract agreement is performed and rendered in a competent, satisfactory, and legal manner. No work, act, commission, or omission of the vendor or its employees pursuant to the contract agreement shall be construed to make the vendor or its employees the agent, employee, or servant of the City. The vendor and its employees will not be entitled to receive from the City vacation pay, sick leave, retirement benefits, social security, workers’ compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. Neither party will have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without prior written consent of such other party.

7. Payment of Taxes

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this contract agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold City harmless from any liability which it may incur as a consequence of consultant’s failure to pay, when due, all such taxes and obligations. In case the City is audited for compliance regarding any withholding or other applicable taxes, the consultant agrees to furnish the City with proof of payment of taxes on these earnings.

8. Records

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this contract agreement and shall make such documents and records available to the City for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following completion of work hereunder.

9. Subcontracting

The vendor is prohibited from subcontracting the contract agreement or any services provided pursuant to the contract agreement without the consent of the City.

10. No Third Party Beneficiary

The contract agreement will create rights and duties only between the parties, and no third party has or shall have any rights as a third party beneficiary nor shall any third party have the right to enforce any of the provisions of the contract agreement.

11. Documentation and Copyright

Collected data, analyses, any analytical processes, programs, and files developed as a contractual requirement are the sole property of the City. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The City may, at its sole discretion, waive title to any portion or to all data and analyses. The City has the right to copyright any process or program and may license its use by others for a fee or without charge.

12. Confidential Information

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This information includes but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The vendor and its employees will keep this confidential information in the strictest confidence, and except as required by law will not disclose it by any means to any person except with the City's approval, and only to the extent necessary to perform the work under the contract agreement. This prohibition also applies to the vendor's employees, agents, and subcontractors. On termination of the contract agreement, the vendor will promptly return any confidential information in its possession to the City.

13. Ownership and disclosure of work product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this contract agreement shall be the property of the City. The City shall be entitled to immediate possession of such documents upon completion of the work pursuant to this contract agreement. Upon expiration or termination of this contract agreement, Consultant shall promptly deliver to the City all such documents, which have not already been provided to the City in such form or format, as the City deems appropriate. Such documents shall be and will remain the property of the City without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this contract agreement without the express written consent of the City.

14. Conflict of Interest

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or local ordinance or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this contract agreement, no person having any such interests shall be employed. In addition, if requested to do so by the City, Consultant shall complete and file and shall require any other person doing work under this contract agreement to complete and file a "Statement of Economic Interest" with the City disclosing Consultant's or such other person's financial interests.

15. Government Property

The use of government property must be approved in advance by the City project manager(s). If the City agrees to provide government owned property, the following special provisions shall apply:

- a) The amount of government property to be furnished to the vendor may be increased or decreased by written direction of the government's project manager, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.
- b) The vendor shall insure all government property in its possession or control and shall be liable to the City for the fair market value of any damage or loss to the government property, aside from that incurred by normal wear and tear. The vendor shall maintain the property in operating condition, with the cost being chargeable to the contract agreement.
- c) All government property shall be returned promptly upon completion of the contract agreement or otherwise disposed of, as directed in writing by the government. All costs of shipment or disposal are the vendor's cost.
- d) Unless specifically stated otherwise in writing, government property may be used only for the performance of the contract agreement.
- e) Title to all government property shall remain with the government at all times. Title to the property acquired by the vendor for use under the contract agreement shall vest in the government upon delivery to the vendor.
- f) Any dispute concerning interpretation of the provisions of the contract agreement shall be subject to the stipulations of the "Disputes" article.

16. Intellectual Property Rights

The vendor will indemnify and hold harmless the City from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article, or work manufactured or used in the performance of the contract agreement, including its use by the government. If the vendor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal and/or agreement prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

17. Covenants against Contingent Fees

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure the contract agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right to annul the contract agreement without liability or in its discretion to deduct from the contract agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Changes

The City's project manager(s) may, at any time, by a written order and without notice to the insurers make changes within the general scope of the contract agreement in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost or the time required for the performance of the contract agreement, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract agreement price or time of performance or both and b) in such other provisions of the contract agreement as may be so affected; and the contract agreement shall be modified in writing accordingly. Any claim by the vendor for adjustment under this provision must be asserted within 30 days from the date of receipt by the vendor of notification of change, provided, however, that the City's project manager(s) decide that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the contract agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" article. However, nothing in this provision shall excuse the vendor from proceeding with the contract agreement as changed.

19. Insurance Coverage

As evidence of the insurance coverages required by this contract, the vendor shall furnish acceptable insurance certificates to the City at the time which it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to the City's acceptance, and must have a rating of A- or higher by best. Copies of all applicable endorsements shall be provided. The vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

During the term of the contract agreement, the vendor shall maintain in force at its own expense, each insurance coverage noted below:

- a) Workers compensation insurance which requires subject employers to provide workers' compensation coverage for all of their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- b) General Liability insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, their officers, and employees are additional insureds but only with respect to the vendor's services to be provided under this contract agreement; and

- c) Automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
- d) Professional liability insurance with a combined single limit of not less than \$5,000,000 for each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract agreement. The coverage must remain in effect for at least two (2) years after the contract agreement is completed.
- e) There shall be no cancellations, material change, reduction of limits, or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the vendor or its insurer(s) to the City.

20. Laws and Regulations

The vendor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and the City of Creve Coeur. It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances, and codes may lead to termination of the contract agreement.

21. Disputes

In the event of any dispute between the parties arising from this RFP, the contract agreement or the services provided thereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and those senior representatives shall use good faith efforts to resolve the dispute between them. If the senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The vendor and the City shall make good faith efforts to resolve any and all disputes as quickly as possible.

The contract agreement and all questions relating to its validity, interpretation, performance, and enforcement (including but not limited to provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Missouri, notwithstanding any conflict-of-laws doctrines or such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

The proper jurisdiction and venue for any claims, causes of action or other proceedings concerning the contract agreement shall be in the state and federal court located in the State of Missouri and County of Saint Louis. Each party agrees not to bring any action or proceeding arising out of or relating to the contract agreement in any other jurisdiction or venue. Each party submits to personal jurisdiction in the State of Missouri for the enforcement of the contract agreement and hereby waives any and all personal rights under the law of any state to object to jurisdiction within the State for the purposes of any legal action or proceeding to enforce the contract agreement, whether on grounds of inconvenient forum or otherwise.

If any legal action, including an action for declaratory relief or other legal proceeding, is brought to enforce or interpret the provisions of the contract agreement, the prevailing

party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

22. Indemnification Agreement

The vendor shall to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the City, its directors, officers, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses and reasonable attorney fees), and/or costs arising out of any of the following actual or alleged.

- a) Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.
- b) Violation of law, statute, ordinance, governmental administration order, rule or regulation by vendor in the performance of the work.
- c) Liens, claims, or actions arising in whole or in part from any alleged actions or omissions of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.
- d) Violation of intellectual property rights of third parties, including copyright, patent, license agreements, or other claims of ownership and/or infringement made or alleged against the City based upon the use of the software and implementation services provided in the contract agreement.
- e) The City reserves the right to retain its own attorneys in such an event, for which the vendor would reimburse the City for reasonable attorney fees.
- f) The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts; or any statutory bar.

23. Third Party Intellectual Property

If the software program or any part of the materials installed by the vendor is held to infringe upon any third-party intellectual property rights, the vendor shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; or (b) replace or modify the same with non-infringing material of substantially equivalent functionality. In the event vendor is unable to implement one of the options set forth in subsection (a) or (b) above within sixty days after the occurrence of any such claim, such failure shall be deemed an event of default under the contract agreement.

24. Warranty

A warranty is sought for both the software and implementation services. It is assumed that the proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

- a) The selected software vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response will become part of the selected vendor's software license and the software vendor will warrant to the requirements. The selected vendor must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all modules/applications included in the implementation.
- b) The City also requires a warranty from the implementation firm(s) for the services (e.g. work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules. The vendor and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response and warranted by the software vendor.

25. Warranty Remedy

The City requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will be required to make an appropriate refund.

26. System Acceptance

For purposes of acceptance of the system (or portions thereof), the City intends to use a two-staged acceptance procedure. Key points include:

- a) "Conditional Acceptance" will essentially occur at go-live. The City will have up to forty-five (45) days to test the system ("pre-live testing") before going live.
- b) The City will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the vendor during the course of the project.
- c) If, after the live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue "Final Acceptance." The 90-day time frame for Final Acceptance restarts if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The clock would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

27. Limitations on Liability

The cap on damages for any claim arising from an agreement between the parties will be set at an amount not to exceed twice the actual value of the fees paid for software and implementation services. Personal injury, property damage, and infringement claims will be exempt from this cap. Vendor agrees to hold the City harmless from any and all damages.

28. Termination for Cause

The City may issue a written notice to cure if the vendor fails to (1) Maintain the staffing levels as outlined in the statement of work, deliver the deliverables or perform the services within the time specified in the contract agreement or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the contract agreement or implementation services agreement; or (iii) perform or observe any of the other provisions of the contract agreement. The City may terminate the contract agreement in whole or in part if the vendor does not cure such failure within the time frame stated in the City's Notice to Cure, which in no event shall not be less than fifteen (15) days.

- a) Party obligations. If the contract agreement is terminated for cause, the City may require the vendor to deliver to the City, as directed by the City, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the contract agreement; and (iii) any plans, working papers, forms, documentation formats, etc. necessary for understanding of the deliverables of services. Upon direction of the City, the vendor shall also protect and preserve property in its possession in which the City has an interest. The City shall pay contract agreement prices for completed deliverables delivered and accepted. The City may withhold from these amounts any sum it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.
- b) Remedies. The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under the contract agreement. If, after termination, it is determined by a final ruling in accordance with the "Disputes" clause that the vendor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

29. Termination for Convenience.

The contract agreement may be terminated in whole or in part, by the City whenever it is determined that such termination is in the best interest of the City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the City shall have delivered to the vendor a notice specifying the extent to which provision of services under the contract agreement or implementation services agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination will become effective.

- a) After receipt of a Notice of Termination for Convenience, and except as directed by the City, the vendor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The vendor shall (i) Stop work as specified in the Notice of Termination for Convenience; and (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete any continuing portion of the contract agreement, and (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- b) In the event of all or any partial termination of the contract agreement under this section, as its sole remedy, the vendor shall be entitled to the unpaid compensation for services actually rendered up to and including the applicable termination date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the

contract agreement, for each of the vendor's personnel that performed the unpaid services in connection with the deliverables that were delivered and the tasks that were performed under the statement of work. The City shall retain and pay at contracted price for all deliverables in its possession at the time of termination for convenience.

- c) The City shall also return any sums held back as retainage from the compensation previously paid to the vendor within thirty (30) days of the termination date. If within sixty (60) days following the Termination Date, parties have not agreed upon the amount of services rendered as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under the contract agreement.

30. Non-appropriation of Funds

The complete installation of the enterprise software is contingent on budgetary funding from the City's annual budgets. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the contract agreement in future fiscal years, then the City at its sole discretion may terminate the contract agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the City agrees to deliver written notice to the vendor of such early termination at least 30 days prior to the end of the then current fiscal year.

- a) Notwithstanding anything in the contract agreement to the contrary, this Non-appropriation provision shall survive termination of the contract agreement.

31. Assignment

The vendor may not reassign any award made as the result of this RFP, without prior written consent from the City, whose sole discretion may not be challenged or disputed.

32. Nondiscrimination

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

33. Identity Theft Compliance

The company shall have Identity Theft guidelines in place. These guidelines should be similar to Section 114 of the FACT Act vendor. This section is known as the Red Flag Rules.

A copy of the vendor's Red Flag Program shall be provided. Documentation must be submitted to the City annually, such documentation shall confirm implementation of identity theft guidelines and that employees have received annual training on these guidelines. Additional information on Red Flag Rules can be obtained at <http://www.ftc.gov/os/fedreg/2007/november/071109redflags.pdf>.

34. Alien Registration, Compliance and Enforcement

A. Definitions. As used in this section, the following terms shall have the following meanings:

1. "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

2. "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

3. "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

4. "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

5. "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

6. "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

7. "Knowingly", a person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

8. "Municipality", the City of Creve Coeur, Missouri.

9. "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

10. "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

11. "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

B. Illegal Acts.

1. No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection B1 of this section.

3. The affidavit shall be approved as to form by the municipal attorney.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection B1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable under subsection B1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection B1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection B1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

6. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

7. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

Attachment 1 – Technical Specifications

Technology	Response
1. Source code language.	
2. Integration with Microsoft Excel/Access, Gmail	
3. Database--should allow for a wide range of drill-down capabilities.	
4. Platform: MS Windows Server or Cloud-based	
5. Client: Windows 7, 10	
6. Security at the group, user, and field level.	
7. Scanning and image storing capabilities	
8. Real time mode and data access.	
9. Proposals will be for software and support/integration only. Please list any additional hardware requirements.	

Attachment 2 – Functional Requirements

Below, please find a listing of desired functional requirements of proposed software. Please answer each request using the responses in the box below:

Code	Explanation	Code	Explanation
F	Provided Fully functional out of the box or with configuration (no custom development)	CR	Custom Report Development Required
CU	Customization/Software Enhancement	TP	Third Party Software required to fully provide requirement (Third Party software must be included in proposal)
SR	Provided with Standard Report	N	Not included in this proposal

Generally	Response
1. All modules, if not developed by the same vendor, should integrate seamlessly.	
2. Any look-up screen can export the contents to MS-Excel with a single click.	
3. System must have work flow notification and approvals that utilize both an internal messaging system and Gmail	
4. Must allow for a single user to be in multiple modules at the same time, without running multiple sessions.	
5. Must allow for data entry screens to be customized by user.	
6. System must allow for multiple users to be in the same module at the same time, even if another user is updating customer/vendor records and or posting data to the GL.	
7. System has drop down menu lists or other look up capability from data entry screen.	
8. System has multiple drill-down capabilities.	
9. Software must be able to run on a Windows Server.	
10. System must provide user security that provides for adequate internal controls at every level.	
11. Every module in the software package should have the ability to export data into either MS Word or MS Excel.	
12. For hosted & cloud services, nightly backups of data should be performed.	
13. In the event of a disaster, provide timeline of restoration.	
14. For hosted & cloud services, data transmissions must be encrypted with 256-bit encryption.	
15. Hosted & cloud services must be accessible from any internet connection, including remote sites, wireless sites, homes, hotels, etc.	
16. Hosted & cloud services provide additional hardware or software connection requirements.	
17. For on-site software purchase, provide nightly hosted backup of data.	

Item Number	Feature or Function of the Software that is required		Need		
	FINANCE/MUNICIPAL COURT APPLICATIONS	Notes	Rate	Response	Proposer Notes
	General Ledger	Electronic approval of Journal Entries, audit trail, report writer capability (i.e. Skyview in GEMS)	5		
	Budgetary, projections	Assist with developing all portions of budget, projecting revenue and expenditures. Depts. can interact for their own departments budget			
	Accounts Payable	Scan/attach copy of invoices. Notes on vendor cards. Place invoices /vendors on Hold. Positive Pay.	5		
	Accounts Receivable		5		
	Cash Receipts	Centralized cash receipt system	5		
	Integration of credit card processing				
	Purchasing	Electronic approval of Requisitions/PO's	5		
	Payroll	Time and attendance, employee portal, positive pay, ability to have multiple positions and pay rates assigned to one individual (currently can only do one)	5		
	Standard tax forms (templates filled in automatically with payroll data)	W-2, 1099, 1095-C, W-3, 1096, 1094	5		
	Fixed Assets		5		
	Business Licensing (i.e., liquor, massage, food truck, dog park)	System that could be used for all but differentiate the types	5		
	Escrow Tracking		5		
	Scan/attach documents to system	Content management	5		
	Court interaction (REJIS IMDS court software)	Figure out a way to mark paid in court system once payment is received in finance	4		

	Investment tracking		Currently use Tracker			
	Positive pay			5		
	Comprehensive Annual Finance Report (CAFR) software		CAFR currently prepared by the Auditors	2		
	Purchasing Cards		Purchasing card interface	3		
	Finance transparency portal similar to OpenGov			3		
	Other systems reporting currently used by Finance:					
	Maximum Solutions (Ice and Community Service at Dielmann Rec complex)					
	Gas Boy (Fuel system at the garage)					
	Pavement Maintenance (potential for infrastructure reporting)					
	REJIS - Court Receivable reporting		Municipal court receivables			

	PLANNING APPLICATIONS		Notes	Rate	Response	Rate	Proposer Notes
200	Project Planning Module		Planning & Zoning (P&Z) application types. Workflow based on application type	5			
210	Internal Administrative Approval module						
220	Board of adjustment applications			5			
226	Application type management -- CUP, Rezoning, Plat, site plan, sign, other		issue application number	5			
227	Fee collection --		At counter and/or online payment. Escrow also collected for P&Z	5			
228	Public hearing requirements			5			
229	Staff Review requirements			5			
230	Commission and council approvals			5			
231	Tracking progress of applications			5			
232	Generate Form Letters			5			
233	Attaching files and pictures to case file			5			
234	Business Licensing		separate from P&Z "module"				
235	Occupancy licensing		separate from P&Z "module"				
236	Signs		separate type - process same as building permit process				
237	Temporary use permits						
	Public Portal interface						
240	Integration to GIS			4			
	Online submittals			3			
	zoning verification requests						
	Integration with MinuteTraq						
	Generation of reports						

Item Number	Feature or Function of the Software that is required		Need		
	BUILDING APPLICATIONS	Notes	Rate	Response	Proposer Notes
300	Ability to assign Tracking / Permit numbers to building permit, demolition permit, fence permit, excavation permit, occupancy applications, property maintenance complaints and stop work, site improvement	application type menu, automatically assignment of permit numbers	5		
302	Tracking plan review processes	date driven	3		
305	Code Enforcement		3		
306	Apartment Re-Occupancy		3		
309	Contractor and citizen plan review process online		5		
310	Permit issuance - fee scheduling/collection				
311	Tracking daily field inspection		5		
312	Requesting building inspections online		5		
312.1	AM / PM inspections		5		
312.2	Specific times for concrete pours				
312.3	Fire alarm testing				
312.4	Integration with IPADS for inspectors		5		
313	IPADs to enter inspection results		4		
314	Enter inspection comments	list of standard comments	5		
315	Use IPADs to send inspector results to contractors and citizens via email	email of status to contractor with reasons for approval / disapproval	4		
316	Tracking collection and release of escrow		5		
317	Escrow tracking - Tracking deductions from escrow because of disapproved inspections, temporary occupancy.		5		
318	Generate activity reports as related to the inspection and permitting processes		5		
319	Citizen portal view status of building permits, plan reviews, building inspections, escrow releases and complaints.				
320	Integration with GIS				

321	Calendar integration on iPads for inspection assignments to individual calendar				
	Dashboard for each employee to track to do items				
	Allow faxing, emailing straight from software				
	Allow multi photos and other document upload				
	Issue final occupancy permits				
	Allow uploads of large document file sizes such as blue prints, photos etc. from all users including public and contractors				
	Generate plan review comment letters in the program				
	Allow plan review and markup inside the program				
	Ability to track mileage				

Item Number	Feature or Function of the Software that is required		Need		
	PUBLIC WORKS APPLICATIONS	Notes	Rate	Response	Proposer Notes
400	Integration with Gasboy	I would like to see Gas Boy and the INCON system work together for reporting, inventory needs and emergency alerts for leaks and low fuel.			
410	Integration with Pavement Maintenance	Not expecting this system to replace the GBA/Lucity software	4		
415	Integration with GIS	This would have a GIS interface? Not sure how this software would integrate with our GIS information if that is hosted by Horner & Shifrin	5		
	Includes work order system		4		
	Live access to CIP account information		5		
	Fleet Maintenance System		4		
	Permit system for right of way, facilities utility permit	Includes inspections			
	Street Tree Planting Program	Similar to permit system above			
	Service requests (online, phone)	Way to track, coordinate			
	Project management software	Use Appia currently (only software MODOT accepts for fed grant projects)	3		
	sewer lateral repairs (application, inspections, tracking, reimbursement)				
	tablet use in the field with PW programs				
	tree inventory program	Tied to GIS			
	contracts/insurance administration of vendors/contractors				
	Gasboy integrated with fleet maintenance to keep track of gas/mileage/etc				

Item Number	Feature or Function of the Software that is required		Need		
	RECREATION APPLICATIONS	Notes	Rate	Response	Proposer Notes
500	Integration with MaxSolutions	Upgrade to MaxGalaxy?	5		
	Crescent - golf POS and tee times				
	integration with finance of deposits, etc.		5		
	online booking of room/park rentals	resident/non-resident/business			
	online skating registrations				
	tennis, summer camps, specialty camps/functions online				
	golf course maintenance - inventory, maintenance, work orders				
	concessions				
	payroll (Rec uses part-time staff)	time sheets, personnel action entries	5		

Item Number	Feature or Function of the Software that is required		Need		
	HUMAN RESOURCE APPLICATIONS	Notes	Rate	Response	Proposer Notes
800	ACA Reporting		5		
805	Online Benefit enrollment / elections / Terminations	tax forms, direct deposit, contact info	5		
806	Address Changes / Tax information	Employee Portal	5		
	Track FMLA use		4		
810	Direct Deposit Information	Employee Portal	5		
811	Emergency Contact Information	Employee Portal	5		
812	Dependent Information	Employee Portal	5		
813	Beneficiary Information	Employee Portal	5		
814	Check accrued leave balance	Employee Portal	5		
815	Request Leave/approve OT/Comp time requests	Employee Portal	3		
816	Tax Free Premium Approval	Employee Portal	4		
817	If an employee updates notices to HR, payroll and/or vendors	Employee Portal	5		
818	Time and Attendance	Employee Portal	5		
819	Recruiting -- pulls information from secure online applications to populate reports.		3		
820	Employee / Manager Interface	Project management/assignments	2		
821	Tracking performance reviews		3		
822	Assign projects and tasks to employees		2		
	Budgetary	CIP, take current salaries and decide on any changes,	5		
	Employee Training	mandatory training hard to get employees to make up training; hard to track	4		
	E-verify		2		

	document management (archive)	ability to upload employee documents that are not generated within software	5		
	training	employee sign off in software that training has been completed	5		
	certifications and training/education	ability for employee to log or upload supporting documents	3		
	Employee staff directory with picture/phone other contact information	ability for employee or HR to run a staff directory with employee uploaded photos	2		
	Within employee portal, links to employee items (employee function pics, emp. Directory)				
	audit trail for HR changes				
	records archiving compliance				
	mobile access for directors review and approval	time sheets, personnel action entries			
	Employee information page with history				
	Finance transparency similar to OpenGov (exterior facing, etc.)				
	Ability to run reports showing multiple positions/pay for part-timers	Current system shows only primary	3		
	Generate Personnel Action Forms (or similar) with changes made	Ex: PAF generated for hires, promotions, reclassifications, terminations, etc	4		

Item Number	Feature or Function of the Software that is required			Need		
	ASSET MANAGEMENT APPLICATIONS		Notes	Rate	Response	Proposer Notes
900	Permitting					
905	Sidewalks					
910	Streetlights					
920	Streets					

Item Number	Feature or Function of the Software that is required		Need		
	CUSTOMER PORTAL APPLICATIONS	Notes	Rate	Response	Proposer Notes
	online booking of room/park rentals	resident/non-resident/business			
	online skating registrations				
	tennis, summer camps, specialty camps/functions online				
	Permit system for right of way, facilities utility permit	includes inspections			
	service requests (online, phone)	way to track, coordinate			
	Allow uploads of large document file sizes such as blue prints, photos etc. from all users including public and contractors				
300	Ability to assign Tracking / Permit numbers to building permit, demolition permit, fence permit, excavation permit, occupancy applications, property maintenance complaints and stop work, site improvement	application type menu, automatically assignment of permit numbers	5		
302	Tracking plan review processes	date driven	3		
309	Contractor and citizen plan review process online		5		
310	Permit issuance - fee scheduling/collection				
312	Requesting building inspections online		5		
312.1	AM / PM inspections		5		
312.2	Specific times for concrete pours				
315	Use IPADs to send inspector results to contractors and citizens via email	email of status to contractor with reasons for approval / disapproval	4		
316	Tracking collection and release of escrow		5		

319	Citizen portal view status of building permits, plan reviews, building inspections, escrow releases and complaints.				
	Business Licensing (liquor, massage, food truck, dog parks)	System that could be used for all but differentiate the types	5		
	Escrow Tracking		5		
226	Application type management -- CUP, Rezoning, Plat, site plan, sign, other	issue application number	5		
234	Business Licensing	separate from P&Z "module"			
235	Occupancy licensing	separate from P&Z "module"			
236	Signs	separate type - process same as building permit process			
237	Temporary use permits				

ATTACHMENT 3 – CLIENT REFERENCES

CLIENT REFERENCE LIST

Provide a minimum of five (5) client references that most closely reflect similar projects to The City scope of work within the past five (5) years. Include as many as possible from the bi-state area of Missouri and Illinois. Reference sites should be fully implemented. Proposers must assume that all references will be contacted. The following information should be provided for each reference.

1. Name of City, County or Agency:

Population:

Concurrent Users:

Contact Name and Title:

Telephone number:

Modules:

Go Live Date:

Brief Project Summary:

Attachment 4

Provide pricing for each individual module and The City combined. The pricing should be based on the following Pricing Worksheet.

PRICING WORKSHEET

Software - Primary Modules		Assumptions: Licensing for user counts (See Attachments 1 and 2 for City requirements)
General Ledger		
Budgeting		
Forecasting		
Accounts Receivable		
Accounts Payable		
Requisition/Purchasing		
Bank Reconciliation		
Payroll		
Human Resources		
Time Keeping		
Employee Self Service		
Capital Assets		
Report Writing		
Cash Receipts		
Dashboard		
Project/Grant Management		
License and Permits		
Others Modules Not Listed		
Sub-Total Software	\$	
Implementation		Assumptions: Ratio of services to software
Implementation		
Data Conversion		
Training		
Integration		
Travel		
Other		
Sub-Total Implementation	\$	
Maintenance Per Year		Assumptions: Percent of software
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Sub-Total Maintenance	\$	
Grand Total	\$	Software, Implementation, Maintenance

Attachment 5

Sample forms are examples of what the City currently uses for various Human Resource and Building and Planning permitting activities.



City of Creve Coeur

Job Description and Performance Appraisal

EMPLOYEE

EMPLOYEE'S JOB TITLE

Assistant to City Administrator

JOB GRADE

12

EXEMPT STATUS

Exempt

DIVISION/DEPARTMENT

Administrative Services

SUPERVISOR

SUPERVISOR'S JOB TITLE

City Administrator

APPRAISAL DATE

PURPOSE OF REVIEW (Circle One)

6 Month

Annual

Other (Please specify)

Appraisal Process Instructions

1	Present this booklet to the employee and request that he or she review the Job Description and complete the Self-Appraisal Section. Make sure you get the booklet back from the employee in enough time for you to complete your sections.
2	Review the Job Description to ensure it is still an accurate reflection of the position. If not, make appropriate changes on the Description.
3	Describe the results achieved for each essential job function in the space provided. Use the coaching notes you've taken throughout the performance period so that your comments reflect the entire period's activities. Use specific examples.
4	Assign a rating (1, 2, 3 or 4) for each essential job function. Multiply this rating by the corresponding weight and enter the number in the appropriate box.
5	Assign an overall performance rating for the secondary performance criteria and enter this rating multiplied by the weight in the appropriate box.
6	Enter the total for each Essential Function and the Secondary Criteria in the appropriate section and enter the grand total in the box provided.
7	Complete the Performance Summary Section.
8	Use the Merit Increase Matrix provided by the Assistant to the City Administrator to determine the merit increase percentage and amount based on the final rating. Enter the recommended data in the appropriate space in the box provided.
9	Obtain approval for the appraisal and pay actions from appropriate management personnel. Once approved, you can meet with the employee, hold the appraisal interview, communicate the change in pay, status, title, etc., and request that the employee sign the form and provide comments.
10	Give a copy of the appraisal to the employee, keep one for your files, and return the original completed and signed document to the Assistant to the City Administrator's office.

JOB DESCRIPTION

JOB TITLE	Assistant to City Administrator
TITLES THAT <i>DIRECTLY</i> REPORT TO THIS JOB/ NUMBER OF PERSONNEL WHO WORK IN EACH TITLE	Public Information Officer & Management Analyst; Human Resources & Management Analyst
TITLES THAT <i>INDIRECTLY</i> REPORT TO THIS JOB/ NUMBER OF PERSONNEL WHO WORK IN EACH TITLE	
JOB PURPOSE	Performs general administration duties, coordinates personnel functions, researches and formulates policies, assists in the development of budget, provides liaison to standing committees, and coordinates employee benefits, special projects and community services to ensure efficient and effective administration for the City of Creve Coeur.
EDUCATION AND EXPERIENCE REQUIRED INCLUDING TRAINING, REGISTRATION, LICENSURE AND ACCREDITATION	Graduation from college with a Master's Degree in Public Administration or related field. Two years of increasingly responsible equivalent or related experience. Knowledge of personnel administration, municipal budgeting, and public policy formulation. Knowledge of computers and software.
PHYSICAL AND MENTAL EFFORT REQUIRED	<u>Mental:</u> Establishes and maintains effective working relationships with others. Can effectively organize and prioritize work. Can concentrate on multiple tasks simultaneously. Able to work independently. Communicates clearly both verbally and in writing. Has mathematical skills necessary to manage budgets. Able to supervise employees. Uses information to solve problems and make effective decisions. Thinks quickly and rationally. Remains calm in difficult situations. <u>Physical:</u> Able to lift, carry and handle up to 15 pounds. Can work at a computer for several hours a day. Able to type 50 words per minute. Has strength and manual dexterity to operate basic office equipment.

REVISION DATE: 05/19/2015

JOB DESCRIPTION**% of Time**

ESSENTIAL JOB FUNCTIONS	1	Coordinates personnel functions; assists in determining staffing and resource requirements; recruits and selects employees; administers classification and compensation system; oversees new employee orientation; conducts promotional processes; monitors compliance with state and federal employment regulations; assists Personnel Appeals Board with disciplinary appeals and responds to requests for unemployment compensation; and researches and recommends effective personnel practices to ensure effective personnel for the City of Creve Coeur.	20
	2	Performs general administration duties; stays abreast of on-going departmental projects; recommends process improvements for providing city services and reviews alternatives for services. Responds to citizens' requests for services; drafts ordinances and policies to meet administrative needs and to ensure effective administration for the City of Creve Coeur.	10
	3	Researches and formulates policies; determines focuses of research and identifies appropriate sources; obtains information from a variety of sources; drafts reports and proposes solutions; and presents reports to staff, City Administrator and at City Council meetings in order to maintain effective administration for the City of Creve Coeur.	10
	4	Assists in the development of the budget; reviews and analyses budget requests; develops descriptive information on departmental operations; and assists with preparation of final budget document; develops and monitors performance measures in order to ensure efficient administration for the City of Creve Coeur. Coordinates development of the annual update to the Capital Improvement Program.	20
	5	Provides staff support to standing and ad hoc citizen committees as assigned; provides research to assist with decision making; develops recommendations on the subject matter of committees; organizes committee meetings and prepares agendas and minutes; and presents recommendations to the City Council in order to ensure effective policy making for the City of Creve Coeur.	5
	6	Coordinates employee benefits; determines appropriate levels of employee benefits; works with outside benefits consultant on plan provisions; develops recommendation with consultant; meets with Employee Benefits Committee; works with selected carriers on contract administration; provides liaison between employees and carriers; and administers City's compliance with federal benefits laws to ensure efficient and effective provision of benefits for the City of Creve Coeur.	10
	7	Demonstrates a commitment to his/her public duty and presents oneself as a credible and knowledgeable representative of the city to maintain public trust by following the principals of "Our Commitments to Character-Driven Professionalism"; builds and maintains positive relationships while serving all internal and external customers using effective communication and teambuilding skills; seeks to actively listen and provides prompt assistance to others; equally treats others with dignity and respect; problem-solves; accepts responsibility for self and work product.	20
SECONDARY PERFORMANCE CRITERIA	1	Works with the city clerk, human resources assistant and employee committees in organizing city and employee special events and celebrations (i.e. council events: installation of new members, retirements, golf tournament, recognition dinner; and employee events: birthday celebration, recognition luncheon) including planning, coordinating menus, etc. to ensure the event is a success.	5
	2	Coordinates community service program; develops guidelines and procedures; develops forms to carry out program tasks; consults with court clerks regarding assigned defendants; oversees scheduling of defendant work assignments and notification of defendants for failure to comply with requirements; and keeps records on hours worked and tracks completion statistics to ensure an effective community service program for the City of Creve Coeur.	

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position.

ESSENTIAL JOB FUNCTIONS

Weight 20%

#1 Coordinates personnel functions; assists in determining staffing and resource requirements; recruits and selects employees; administers classification and compensation system; oversees new employee orientation; conducts promotional processes; monitors compliance with state and federal employment regulations; assists Personnel Appeals Committee with disciplinary appeals and responds to requests for unemployment compensation; and researches and recommends effective personnel practices to ensure effective personnel for the City of Creve Coeur.

Performance Criteria 1A Recommends staffing and resource requirements. Provides personnel budget projections as part of the annual budget. Reviews requests from departments for additional personnel authorization. Estimates cost of requested additional personnel. Makes recommendation on job description and classification, if required. **PI: All actions completed by established budget deadlines in compliance with the budget calendar.**

Performance Criteria 1B Recruitment and selection of employees to ensure equal opportunity: upon notification of vacancy, determines appropriate method of notification to general public and city departments, places ads, posts notices, accepts applications, performs initial screening for applicant minimum qualifications, performs applicant testing, performs background investigation on all finalist. Oversees and directs orientation process of new employees to ensure proper completion. **PI - Within one month, makes recommendation to department head of qualified applicants. Orientation within one week of hire.**

Performance Criteria 1C Administers classification and compensation system to ensure equitable treatment of all employees: maintains records of all employees classifications, recommends changes in classifications based on job duties and responsibilities, reviews actual duties performed to job description to ensure job descriptions are kept up to date, keeps record of compensation on all employees to ensure adherence to City Council pay policies, reviews all requests for changes in classification and/or compensation and makes recommendation to City Administrator. **PI - city policies are adhered to with respect to employee classification and compensation at all times.**

Performance Criteria 1D Conducts promotional process: recommends and follows established procedures to ensure equal opportunity for qualified employees to participate in the process, arranges for announcement of promotion process, screens employees for required promotional criteria, establishes appropriate testing/oral interviews, maintains records, advises department head of result/eligible employees to be consider for promotion. **PI - completion of entire promotion process within two months (time to be added when a reading period is allowed for applicant test preparation.) Successful completion includes either a candidate(s) qualified for promotion or the knowledge that an individual must be recruited from outside of the organization to meet the city's needs for the position.**

Performance Criteria 1E monitors compliance with state and federal employment regulations by researching the requirements of the legislation/policy, recommending city policies and procedures to meet the legislative intent, informing department heads of the city's policies and procedures and providing necessary training for employees, reviews department operations to ensure compliance. **PI - Department Heads are aware at all times of the city's personnel policies and procedures. Recommend remedial, or disciplinary, action to be taken if established policies are not adhered to by staff.**

Performance Criteria 1F Appropriately responds to all request by past employees for unemployment compensation through the Missouri Division of Employment Security. Arranges for all witness to attend hearings held by the division in appeal cases. Keeps complete file on separation. **PI - all responses to be made in writing, by certified mail, within the statutory time limit. Staff to be properly prepared for all appeals before the Division. Staff to be present at the Division on time for any hearing scheduled. All files to be complete on all employees separating from the city service.**

Performance Criteria 1G Assists Personnel Appeals Committee with disciplinary appeals ensuring the disciplinary appeals process is strictly adhered to with regard to employee appeals to the Committee. Serves as staff liaison to the committee and works to recommend appropriate personnel policies for the City including: setting up meetings, communicating with the members, keeping the official record of the committee's actions, promptly forwarding recommendations to the City Administrator and the Mayor and City Council. **PI - All employee disciplinary appeals filed for review are to be handled in accordance with the established procedures. All members to be aware of procedures. Committee recommendations are to be prepared in order to be forwarded to the Council by the next regularly scheduled council meeting. All meetings are to be scheduled and held within one month of determination of the need for a meeting. Minutes/summary to be completed within one week of meeting.**

- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments. If employee was rated as “superior”, provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated “fair” or “poor”, provide employee with specific examples of where and how performance could improve. If employee was rated “good”, provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

**Weight
10%**

#2 Performs general administration duties; stays abreast of on-going departmental projects; develops procedures and recommends improvements for citizens' service program; develops software applications to assist department personnel; responds to citizens' requests for services; drafts ordinances to meet administrative needs; verifies availability of funds for expenditures; and works with community groups in order to ensure effective administration for the City of Creve Coeur.

Performance Criteria 2A Performs general administrative duties, verifies availability of funds for expenditures to ensure projected expenditures do not exceed funding authorization, recommends approval of accounts payable for the department, reviews and approves account payables for all departments when requested by the City Administrator, works with the department secretary in developing the Administrative Services Department Budget, As directed, develops drafts of bills of ordinances providing sound solutions to meet administrative needs. PI - bill received and due are processed for payment in accordance with city policy by the next scheduled AP cycle. Administrative Services budget is developed by the established due date. EOA is included in the preparation of the budget. All drafts of bills for ordinances are drafted by the deadline.

Performance Criteria 2B stays abreast of on-going departmental projects through regular attendance at all staff meetings, daily and weekly discussions with department personnel on projects assigned by the City Administrator, attending meetings to review status of projects, regular communication of status verbally and in writing to the City Administrator. **PI - Asst to the City Administrator to provide the City Administrator with a weekly status report of on-going activities including progress made, time to completion and actions to be taken. Status reports of the activities of other staff members to be provided to the City Administrator meeting the deadline set by the City Administrator for this feedback - normally within one day or as determined.**

Performance Criteria 2C develops procedures and recommends improvements in the delivery of citizen services through review of operating policies, procedures and actual practice to determine if a more efficient and effective use of city resources can and should be implemented. Reviews programs of other jurisdictions, works on inter-jurisdictional taskforce(s) to provide for an economies of scale in developing a solution. **PI - a minimum of four (4) policies and procedures compared to department practice annually and improvements suggested with action steps.**

Performance Criteria 2D develops software applications to assist department personnel by reviewing departmental operation in question and determining the effective use of existing computer resources to enhance the provision of services and provide increased management information. Recommends solution incorporating existing practices when possible to minimize disruption of change to staff. Designs solution within manpower allocation limitations. Conducts employee training to ensure efficient use of computer application. **PI - a minimum of four (4) applications are reviewed with department staff and suggestions for improvement made to enhance service delivery.**

Performance Criteria 2E responds to citizens' requests for services by accepting citizen letters and telephone inquiries, or information from other sources including elected officials, the City Administrator and other employees. Makes personal contact with the citizen and department personnel to communicate the service inquiry and the response. Follows-up with personnel at the appropriate interval to ensure timely response. **PI - Initial follow-up with the citizen, elected official and City Administrator to normally occur in the same day. Attempt to have solution or timetable for solution within one week and communicated to the citizen, elected official and the City Administrator, as appropriate.**

Performance Criteria 2 F works with community groups including scouts, students from elementary through college, clubs and organizations to provide accurate and timely information about the services provided by the City and about the governmental organization and to receive helpful information from the community concerning community needs and interests. Coordinate with staff to provide appropriate response. **PI - meet with community groups upon request. Meet the group's schedule for meeting date and time to minimize scheduling conflicts. Develop program geared to the groups stated needs. Communicate clearly the role of local government in Creve Coeur and provide a positive experience for all groups encountered.**

- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as "superior", provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated "fair" or "poor", provide employee with specific examples of where and how performance could improve. If employee was rated "good", provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

#3 Researches and formulates policies; determines focuses of research and identifies appropriate sources; obtains information from a variety of sources; drafts reports and proposes solutions; and presents reports to staff, City Administrator and at City Council meetings in order to maintain effective administration for the City of Creve Coeur.

Weight 10%

Performance Criteria 3A regularly reviews current city operations, programs and practices to current legal requirements and in-force administrative policies to determine if any changes are necessary in operations in order to maintain or come into compliance. Facilitates staff discussion and formulates appropriate recommendation(s) on a particular subject matter, as assigned. PI -

Performance Criteria 3B stays abreast of legislation affecting city operations which are directly related to committees assigned by regularly reviewing literature and staying informed of regional/national developments. Recommends to City Administrator appropriate action to implement required policies. Participates in professional associations to provide a readily available source of information directly related to city operations

PI - policies implemented within the legal time limit, when applicable. Attends professional association meetings monthly. Attends educational sessions at state, regional and national professional conferences annually.

Performance Criteria 3C Recommends to City Administrator the appointment of staff task force(s) to facilitate staff response to changing policies. Directs and/or works with staff task force(s), when appropriate, to formulate appropriate response and action plan. Ensures task force(s) function efficiently to accomplish required actions.

PI - all actions to be completed within established timeframe including establishing project calendar and setting milestones to ensure successful completion of the assigned project.

Performance Criteria 3D Drafts issue papers, memorandum, policy statements, and other written communication providing accurate and concise information on policy issues to the City Administrator, the Mayor and City Council, department heads and other personnel. Determine appropriate audience for information and gear information to the audience.

PI - all written communications regarding policy includes an executive summary of legislation/regulations, actions taken by other governmental units, affect(s) on city operations, appropriate city response, recommended action steps to comply, and proposed implementation schedule. All communications to be clear, and concise/brief. Appropriate use of charts and graphs to enhance the presentation to be used when appropriate to the information being presented.

Performance Criteria 3E Makes oral reports to the City Administrator, the Mayor and City Council, department heads and other personnel as requested. Oral reports are to be geared to the audience and may be made within the context of a public meeting.

PI - all reports are to be clear, concise, presented in easily understandable terms which minimizes "jargon" and provides clear action and/or decision points. Appropriate use of charts and graphs to enhance the presentation to be used when appropriate to the information being presented. Reports are to be prepared and presented in a timely manner based on the deadline set by the City Administrator and/or the Mayor and City Council.

- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as "superior", provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated "fair" or "poor", provide employee with specific examples of where and how performance could improve. If employee was rated "good", provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

Weight 20%

4 Develops and manages budget; processes budget requests using spreadsheet software; reviews each account against policies; prepares spreadsheet that recommends appropriate allocations; develops descriptive information on departmental operations; and assists with preparation of final budget document in order to ensure efficient administration for the City of Creve Coeur. Coordinates development of the annual update to the Capital Improvement Program.

Performance Criteria 4A Works with the City Administrator, the department heads, department staff and the Finance Director to develop and manage the city operating budget process.

PI - Performs first level review of all departmental budget submissions within three weeks of submission. Develops budget calendar to ensure budget actions are taken to adopt budget by start of fiscal year (July 1). Sets departmental budget hearings all of which are held in a five day period. Keeps all affected parties informed of budget calendar to ensure the budget review process stays on track for July implementation. Daily works to minimize the impact of budget preparation work on other assigned duties during this time period. Continues to keep City Administrator informed of weekly status of all projects during this time.

Performance Criteria 4B Maintains electronic spreadsheet files to provide for electronic submission of all department budgets. Manages the transfer of data from department personnel to the main budget file which is maintained by the Asst to the City Administrator and the Finance Director. Provides information on personnel costs and projects expenses for the next fiscal year based on established salary policy.

PI - Reviews all information submitted by departments for accuracy. Ensures the electronic budget file is functioning properly. No errors in information submitted in preliminary budget are acceptable.

Performance Criteria 4C performs review of all operating budget accounts as submitted by the departments.

PI - Required steps. Additional information gathered to improve the quality of the information submitted to the Mayor and Council. All actual and projected expenditures compared to current budget appropriations to determine if department will over or under spend current budget. All requested department budget allocations compared to current budget appropriations to determine magnitude of increase or decrease. Department requests for the next fiscal year compared to the needs of the city as a whole. All appropriation requests are compared to city policy to ensure compliance with all policies. All review completed within three weeks of submission by the departments.

Performance Criteria 4D prepares appropriation recommendations for each operating which are to be presented to the City Administrator on time. Holds budget meetings to discuss same with the Department Head.

PI - Expectation is the preliminary budget will be prepared by the established deadline and will contain a final recommendation to the City Administrator on every line item account in every department budget including capital outlay requests. The Assistant will take whatever action is necessary with the operating departments and the Finance Director to achieve this goal.

Performance Criteria 4E works with department staff to develop budget narrative information. Creates narrative information which is accurate, clear, concise and useful to the public in understanding the operations of the City of Creve Coeur. Incorporates narratives into the budget document to enhance the budget's value as a city policy document.

PI - narratives must include complete information about department operations, service delivery, and budget highlights. Narratives prepared within the established deadline. Goal is for budget to be submitted to GFOA for award consideration.

Performance Criteria 4F assists the Finance Director in the preparation of the final budget document. Assist in organizing the budget information to provide a solid, effective presentation.

PI - Creates camera ready copy of budget pages which contain no errors. Copy to printer by established deadline.

Performance Criteria 4G – under the direction of the city administrator, coordinates development of the Capital Improvement Program, working closely with department directors to formulate the program, solicit feedback from citizens and boards and committee, and present the program to the City Council.

-
- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
 - ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
 - ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
 - ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as "superior", provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated "fair" or "poor", provide employee with specific examples of where and how performance could improve. If employee was rated "good", provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

3.8.d

Weight
5%

#5 Coordinates functions of standing committees; frames issues for members' consideration; provides research to assist with decision making; develops recommendations on the subject matter of committees; organizes committee meetings and prepares agendas and minutes; and presents recommendations to the City Council in order to ensure effective policy making for the City of Creve Coeur.

Performance Criteria 5A Reviews city operations, programs and policy issues to determine the advisability of committee discussion and recommendation on a particular matter. Stays abreast of all legislation affecting city operations which are directly related to city committee assigned. **PI - Recommends to City Administrator appropriate action in order to implement required policies within the legal timeframe.**

Performance Criteria 5B Conducts extensive research on a topic in a timely fashion from a variety of sources to formulate an informed opinion on the subject matter. Communicates information to committee members. Provides historical and current information from the city.
PI - Ensures adequate time is available prior to required policy adoption to allow the committee to thoroughly review the materials and come to a decision and recommendation.

Performance Criteria 5C Serves as staff liaison to city committees as assigned. Actions required: prompt and courteous contact with chairperson and council liaison to determine acceptable meeting date and time. Written communication with committee members advising of meeting giving adequate notice (varies depending on the urgency of the meeting subject).
PI - meetings are held within thirty days of notice of the need for a meeting. Works to meet the needs of the committee by meeting both before and after normal work hours. All committees to meet, at a minimum, at least once annually.

Performance Criteria 5D Properly prepares all resources required for committee meetings and follows up as required by members. Serves as committee secretary by keeping accurate minutes of meetings. Maintains historical committee file.
PI - prepares written minutes or meeting summary within one week after the meeting date. Ensures all elements of the committee's discussion is reflected in the written minutes

Performance Criteria 5E Prepares clear and concise written Committee recommendations for City Council consideration including action(s) recommended by Committee. Accurately presents the views of the Committee on the issue discussed to the City Administrator and the City Council in both informal and formal settings, verbally and in written form.
PI - actions to be taken in time for the next regularly scheduled City Council meeting.

Performance Criteria 5F Provides timely information to and keeps committee chairperson advised of final action taken by City Council and implementation actions taken by Staff, when applicable, on all matters discussed by the committee.
PI - within one week of final action.

Performance Criteria 5G Communicates with City Clerk and Mayor to keep track of all appointments made to committees including members name, assigned committee and term.
PI - within one week of appointments updates computer record and provides printed copy to City Administrator, staff committee liaisons, City Clerk and Mayor.

-
- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as “superior”, provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated “fair” or “poor”, provide employee with specific examples of where and how performance could improve. If employee was rated “good”, provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

Weight 10%

#6 Coordinates employee benefits; determines appropriate levels of employee benefits; works with outside benefits

Consultant on plan provisions; develops recommendation with consultant; meets with Employee Benefits Committee; presents recommendation to City Council; works with selected carriers on contract administration; provides liaison between employees and carriers; and administers City's compliance with federal benefits laws to ensure efficient and effective provision of benefits for the City of Creve Coeur.

Performance Criteria 6A Coordinates employee benefits with the Finance Director and the City Administrator and the City's benefit consultant. Works to provide the best benefit package which meets the needs of the city employees for the lowest reasonable cost. This includes investigating options for alternate benefit plans and carriers.

PI - Provides benefits within budget appropriation. Ensures all employees and eligible dependents are properly enrolled.

Performance Criteria 6B Works with outside benefits consultant to prepare bid solicitation packages which reflect appropriate benefits levels. Reviews bids received and discusses results with consultant to ensure the presentation by the consultant provides thorough information in an understandable format and covers all issues of importance to the City.

PI- establishes bid calendar to ensure no lapse in coverage.

Performance Criteria 6C sets up and conducts meetings with the interdepartmental Employee Benefits Committee to review the bid results with the consultant. Provides the committee with information about employee benefits, insurance carriers and the bid process. Reviews information provided by the committee on employee reaction to proposals.

PI - facilitates the committee's recommendation to the City Administrator by conducting committee meetings to thoroughly discuss the options available. Prepares transmittal of the committee's recommendation from the City Administrator to the Mayor and City Council.

Performance Criteria 6D works with selected carriers on contract administration including: reviewing contracts with benefits consultant, arranges for contracts to be executed including required action by Mayor and City Council and the City Administrator.

PI - All actions to be taken to ensure no lapse in coverage for the group.

Performance Criteria 6E Provides liaison between employees and carriers representatives. Works with any employee who has experienced a problem in obtaining benefits or has received a bill for covered services. Asks appropriate questions of employee and company to obtain information in order to be effective in resolving the issue. Recommends employee action or takes action with the company, when appropriate.

PI - works to ensure employees receive benefits as stipulated. Responds to employee(s) within one week. Maintains employee confidentiality at all times.

Performance Criteria 6F administers City's compliance with COBRA (continuation coverage). Makes certain all COBRA letters to eligible employees and dependents, when notified of the occurrence of a qualifying event, are sent in accordance with city policy based on the requirements of federal and state law.

PI - No exceptions are made to notice requirements. Reviews all cases to ensure only qualified individuals are extended COBRA benefits and only for the time period prescribed by law. Coordinates with Account Clerk to ensure monthly premium payments are made by COBRA continues.

- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as "superior", provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated "fair" or "poor", provide employee with specific examples of where and how performance could improve. If employee was rated "good", provide any comments and feedback that may be of value to the employee.

ESSENTIAL JOB FUNCTIONS

3.8.d

Weight
20%

#7 Demonstrates a commitment to his/her public duty and presents oneself as a credible and knowledgeable representative of the city to maintain public trust by following the principals of “Our Commitments to Character-Driven Professionalism”; builds and maintains positive relationships while serving all internal and external customers using effective communication and teambuilding skills; seeks to actively listen and provides prompt assistance to others; equally treats others with dignity and respect; problem-solves; accepts responsibility for self and work product.

Performance Criteria 7A

Demonstrates the ability and willingness to actively listen and understand a person’s questions, concerns, or request for assistance; responds with prompt and accurate information to persons needing assistance; able to work cooperatively with others within and across his/her department to accomplish city goals and objectives; equally treats others with dignity and respect; values the contributions of others; displays honesty and integrity.

Performance Criteria 7B

Demonstrates ability and willingness to use effective communication skills including, but not limited to, the appropriate use of body language, tone, facial expressions, gestures, and words in all communication forms including, but not limited to, written correspondence, phone conversations, and face-to-face interactions.

Performance Criteria 7C

Demonstrates appropriate level of patience and tolerance when dealing with adversity; able to problem-solve constructively and maintain calm demeanor in difficult situations; attempts first to resolve conflicts independently using professional, respectful communication and seeks immediate supervisor(s) assistance, or appropriate chain of command, if unable to resolve conflict independently.

Performance Criteria 7D –

Demonstrates the ability and willingness to listen and respond positively to feedback, coaching, and evaluation; accepts responsibility for self and work product; promptly reports known errors.

-
- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as “superior”, provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated “fair” or “poor”, provide employee with specific examples of where and how performance could improve. If employee was rated “good”, provide any comments and feedback that may be of value to the employee.

SECONDARY JOB PERFORMANCE CRITERIA

Works with the city clerk and executive office assistant and employee and council committees in organizing city and employee special events and celebrations (ie. council events: installation of new members, retirements, golf tournament, recognition dinner; and employee events: birthday celebration, recognition luncheon) including planning, coordinating menus, etc. to ensure the event is a success.

PI - All activities assigned are completed by the deadline and within the budget. The goal is to provide opportunities for community celebration, recognition of outstanding performance and improved employee morale.

Assist operating department personnel with understanding a variety of computer software functions. This is accomplished through training and education in the capabilities of the software and how to apply software solutions to the needs of the department.

PI - Makes self available to department personnel requiring assistance with general and specific computer applications. The goal is to improve the efficiency of the department's operation, to save resources and provide a more reliable solutions to departmental needs.

Coordinates community service program; develops guidelines and procedures; develops forms to carry out program tasks; consults with court clerks regarding assigned defendants; oversees scheduling of defendant work assignments and notification of defendants for failure to comply with requirements; and keeps records on hours worked and tracks completion statistics.

PI - follows program guidelines in the administration of all cases including: the number of hours assigned, dates and times assigned, and type of assignment made. Ensures uniform treatment of all defendants.

Weekly reviews assignments and progress made by the defendants to ensure the assigned hours are completed within the deadline set by the court. Weekly reviews files to ensure accurate records are being kept of the progress being made and that accurate reports are prepared and given to the court clerk within one day of return court date.

Directs all defendants to the Municipal Court when inquiries are made concerning the disposition of the case.

Prepares annual reports on the program's activities for the City Administrator, City Council, Municipal Judge and court personnel

-
- ☐ **Superior (4 score)** – Exceeds performance of most peers and/or exceeds standards in job description.
- ☐ **Good (3 score)** – Performs at a level comparable to most peers and/or consistently meets standards in job description.
- ☐ **Fair (2 score)** – Performs at a level below most peers and/or fails to meet standards in job description
- ☐ **Unsatisfactory (1 score)** – Significant failure to perform. Probationary employment status and/or other disciplinary action should be considered.

Overall Rating (1,2,3, or 4)	Total = weight X rating
---------------------------------	----------------------------

Supervisor Comments.

If employee was rated as "superior", provide specific examples of where the employee performed at a level above most peers or performed at a level exceeding standards. If employee was rated "fair" or "poor", provide employee with specific examples of where and how performance could improve. If employee was rated "good", provide any comments and feedback that may be of value to the employee.

CALCULATING TOTAL RATINGS SCORE

ENTER TOTAL FOR EACH AREA.

ESSENTIAL JOB FUNCTION 1		ESSENTIAL JOB FUNCTION 6	
ESSENTIAL JOB FUNCTION 2		ESSENTIAL JOB FUNCTION 7	
ESSENTIAL JOB FUNCTION 3		ESSENTIAL JOB FUNCTION 8	
ESSENTIAL JOB FUNCTION 4		SECONDARY CRITERIA	
ESSENTIAL JOB FUNCTION 5		GRAND TOTAL OF ALL AREAS	
		SALARY INCREASE RECOMMENDATION	

EMPLOYEE SELF – APPRAISAL

INSTRUCTIONS: This page to be completed by employee:

This section allows you to share your views on your performance over the performance period. Write in the space below a description of what you've accomplished, in which areas you need to improve and your career goals.

ACCOMPLISHMENTS

Looking over the essential functions and performance criteria described on your appraisal form, what are your key accomplishments this year.

AREAS TO IMPROVE

In which areas do you need to improve to better meet the criteria of your essential job functions?

DEVELOPMENTAL GOALS

Describe the skills or responsibilities that are not currently required in your position which you would like to develop.

PERFORMANCE SUMMARY

EMPLOYEE DEVELOPMENT PLAN

Supervisor describes the ways in which the employee can develop his or her skills and talents to better meet the criteria of the essential functions and achieve his or her career objectives.

SUPERVISOR'S ROLE IN HELPING EMPLOYEE'S DEVELOPMENT

Supervisor, describe how you can assist the employee with his or her development plan.

EMPLOYEE COMMENTS

APPRAISAL SIGNATURES:

Employee:

Date_____

Supervisor:

Date_____

Department/Division:

Date_____

City Administrator:

Date_____

HEALTH INSURANCE COVERAGE

NO COVERAGE	0	0.00
SINGLE	1	541.3
E+SPOUSE	2	1136.77
EE/CHILD	3	1028.51
FAMILY	4	1569.81

DEPT/DIV.	EMPLOYEE	CURRENT COVERAGE	CURRENT PREMIUM
		1	541.30
		3	1,028.51
		4	1,569.81
		3	1,028.51
		3	1,028.51
		3	1,028.51
		3	1,028.51
		2	1,136.77
		1	541.30
		4	1,569.81
		4	1,569.81
		4	1,569.81
		1	541.30
		3	1,028.51
		4	1,569.81
		4	1,569.81
		4	1,569.81
		4	1,569.81
		4	1,569.81
		4	1,569.81
		4	1,569.81
		2	1,136.77
		2	1,136.77
		3	1,028.51
		4	1,569.81
		4	1,569.81
		1	541.30
		4	1,569.81
		3	1,028.51
		1	541.30
		3	1,028.51
		1	541.30
		1	541.30
		2	1,136.77
		1	541.30
		4	1,569.81
		2	1,136.77
		4	1,569.81
		4	1,569.81
		4	1,569.81
		4	1,569.81
		3	1,028.51
		1	541.30
		1	541.30
		1	541.30
		4	1,569.81
		4	1,569.81

		2	1,136.77
		4	1,569.81
		1	541.30
		1	541.30
		1	541.30
		1	541.30
		2	1,136.77
		1	541.30
		4	1,569.81
		1	541.30
		4	1,569.81
		1	541.30
		1	541.30
		4	1,569.81
		4	1,569.81
		4	1,569.81
		2	1,136.77
		1	541.30
		3	1,028.51
		3	1,028.51
		4	1,569.81
		1	541.30
		1	541.30
		2	1,136.77
		1	541.30
		3	1,028.51
		4	1,569.81
		1	541.30
		2	1,136.77
		4	1,569.81
		1	541.30
		4	1,569.81
		4	1,569.81
		1	541.30
		2	1,136.77
		2	1,136.77
		4	1,569.81
		3	1,028.51
		1	541.30
		1	541.30
		1	541.30
		4	1,569.81
		4	1,569.81
		3	1,028.51
		3	1,028.51
		3	1,028.51
		1	541.30
		1	541.30
		4	1,569.81
		4	1,569.81
		1	541.30
		4	1,569.81
		2	1,136.77
		4	1,569.81
		4	1,569.81

SUB TOTAL

109,237.06

RETIREEES

	2	1,136.77
	2	1,136.77
	1	541.30
	1	541.30
	4	1,569.81
	2	1,136.77
	2	1,136.77
	2	1,136.77
	2	1,136.77
	2	1,136.77
	4	1,569.81
	1	541.30
	2	1,136.77
	4	1,569.81
	1	541.30
	1	541.30

SUB TOTAL**16,510.09****COBRA**

	1	541.30
	1	541.30

SUB TOTAL**1,082.60****GRAND TOTAL****126,829.75****Bill coded 01/24/2017 (for Feb 2017 bill) - reviewed and correct**



[REDACTED]

DENTAL INSURANCE COVERAGE

2016 Delta Dental

NO COVERAGE	0	0.00
SINGLE	1	47.85
FAMILY	2	127.49

DEPT/DIV.	EMPLOYEE		1/1/2017 DENTAL COVERAGE	NEW 1/1/2017 PREMIUM
			1	40.31
			3	92.22
			4	123.85
			3	92.22
			3	92.22
			3	92.22
			3	92.22
			2	80.63
			1	40.31
			4	123.85
			4	123.85
			4	123.85
			1	40.31
			4	123.85
			4	123.85
			4	123.85
			4	123.85
			1	40.31
			4	123.85
			4	123.85
			2	80.63
			1	40.31
			4	123.85
			4	123.85
			4	123.85
			4	123.85
			4	123.85
			1	40.31
			3	92.22
			2	80.63
			1	40.31
			1	40.31
			2	80.63
			1	40.31
			4	123.85
			2	80.63
			4	123.85
			4	123.85
			4	123.85
			4	123.85
			1	40.31
			1	40.31
			4	123.85
			4	123.85
			1	40.31
			2	80.63

			1	40.31
			1	40.31
			1	40.31
			2	80.63
			1	40.31
			4	123.85
			1	40.31
			4	123.85
			1	40.31
			1	40.31
			4	123.85
			4	123.85
			4	123.85
			2	80.63
			1	40.31
			3	92.22
			3	92.22
			4	123.85
			1	40.31
			2	80.63
			1	40.31
			4	123.85
			4	123.85
			2	80.63
			2	80.63
			1	40.31
			4	123.85
			4	123.85
			1	40.31
			2	80.63
			2	80.63
			4	123.85
			1	40.31
			3	92.22
			1	40.31
			1	40.31
			1	40.31
			4	123.85
			4	123.85
			4	123.85
			4	123.85
			1	40.31
			3	92.22
			1	40.31
			1	40.31
			4	123.85
			4	123.85
			1	40.31
			2	80.63
			4	123.85
			4	123.85

TOTAL

8,418.79



2017 Delta Dental 4-Tier Rates: effective 1/1/2017

No Coverage	0	0.00
Employee Only	1	40.31
Employee + Spouse	2	80.63
Employee + Child(ren)	3	92.22
Family	4	123.85



For Feb 2017 Bill:

VOL AD&D INSURANCE COVERAGE		
		CURRENT
Dept/Div	Name	VLIFE
		\$6.00
		\$15.00
		\$6.00
		\$4.00
		\$1.00
		\$4.50
		\$6.00
		\$7.20
		\$1.00
		\$3.00
		\$6.00
		\$2.00
		\$9.00
		\$9.00
		\$9.00
		\$15.00
		\$6.00
		\$4.00
		\$10.00

[illegible]

SHORT TERM DISABILITY

DEPT/DIV.	EMPLOYEE	CURRENT PREMIUM
		40.77
		49.23
		31.15
		34.14
		29.9
		41.14
		20.95
		21.7
		39.1

TOTAL

308.08



VISION INSURANCE COVERAGE

NO COVERAGE	0	0.00
SINGLE	1	8.05
E+SPOUSE	2	16.12
EE/CHILD	3	15.31
FAMILY	4	23.69

DEPT/DIV.	EMP #	EMPLOYEE	CURRENT COVERAGE	CURRENT PREMIUM
			3	16.12
			3	16.12
			4	23.69
			3	16.12
			3	16.12
			4	23.69
			1	8.05
			4	23.69
			2	15.31
			4	23.69
			4	23.69
			2	15.31
			4	23.69
			4	23.69
			2	15.31
			1	8.05
			3	16.12
			1	8.05
			3	16.12
			1	8.05
			4	23.69
			2	15.31
			4	23.69
			1	8.05
			4	23.69
			2	15.31
			2	15.31
			1	8.05
			2	15.31
			1	8.05
			2	15.31
			1	8.05
			4	23.69
			1	8.05
			1	8.05
			4	23.69
			2	15.31
			4	23.69
			1	8.05
			3	16.12
			2	15.31
			1	8.05
			2	15.31
			1	8.05

			4	23.69
			4	23.69
			2	15.31
			4	23.69
			1	8.05
			4	23.69
			2	15.31
			4	23.69
			1	8.05
			1	8.05
			1	8.05
			2	15.31
			1	8.05
			3	16.12
			1	8.05
			1	8.05
			2	15.31
			2	15.31

TOTAL

961.34

February 2017 bill reviewed and correct. (reviewed on 1/25/2017)



SSN	LAST NAME	FIRST NAME	Names	ADDRESS	CITY	STATE	DOB	HEALTH	HRA ELIGIBILITY	DENTAL	VISION	2015 TAX CONSENT FORM	2016 TAX CONSENT FORM	2017 TAX CONSENT FORM
								EE	1100	EE	waived	Yes	Yes	Yes
								EC	2200	EC	EC	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EC	2200	EC	EC	Yes	Yes	Yes
								EC	2200	EC	FAM	Yes	Yes	Yes
								EC	2200	EC	EC	Yes	Yes	Yes
								EC	2200	EC	EC	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								EE	1100	EE	n/a	n/a	n/a	Yes
								FAM	2200	FAM	FAM		Yes	Yes
								waived	0	waived	waived	N/A	N/A	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EC	2200	FAM	waived	Yes	Yes	Yes
								waived	0	waived	waived		N/A	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								FAM	2200	FAM	FAM	N/A	Yes	Yes
								FAM	2200	EE	ES	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								ES	2200	ES	waived		Yes	Yes
								ES	2200	EE	ES	Yes	Yes	Yes
								EC	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								EE	1100	waived	EE	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								waived	0	waived	waived	Yes	Yes	Yes
								EC	2200	FAM	EC	Yes	Yes	Yes
								EE	1100	EE	EE		Yes	Yes
								EC	2200	EC	EC	Yes	Yes	Yes
								EE	1100	ES	waived	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								ES	2200	ES	ES	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EC	2200	FAM	waived	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	waived	waived	n/a	Yes	Yes
								waived	0	waived	waived	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								ES	2200	EE	ES	Yes	Yes	Yes
								FAM	2200	ES	ES	Yes	Yes	Yes
								EE	1100	EE	EE	N/A	Yes	Yes
								EE	1100	waived	waived	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								waived	0	waived	ES	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	EE	N/A	N/A	N/A	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								ES	2200	ES	ES	Yes	Yes	Yes
								FAM	2200	FAM	FAM		Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes

Key	
ES	Employee+Spouse
EC	Employee+Child(ren)
waived	Waived Coverage

								EE	1100	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	FAM		Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EC	2200	EC	EC		Yes	Yes
								EC	2200	EC	waived	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								ES	2200	waived	waived	N/A	Yes	Yes
								ES	2200	ES	ES	Yes	Yes	Yes
								EE	1100	waived	waived	Yes	Yes	Yes
								EC	2200	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								EE	1100	FAM	FAM	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								FAM	2200	ES	ES	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								waived	0	waived	EE		Yes	Yes
								FAM	2200	FAM	FAM	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								ES	2200	ES	ES	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								waived	0	EE	FAM	Yes	Yes	Yes
								EC	2200	EC	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	EE	EE		Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EC	2200	FAM	EE	Yes	Yes	Yes
								EC	2200	FAM	EC	Yes	Yes	Yes
								waived	0	EE	waived	Yes	Yes	Yes
								EC	2200	EC	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EC	2200	FAM	EE	Yes	Yes	Yes
								EC	2200	FAM	EC	Yes	Yes	Yes
								waived	0	EE	waived	Yes	Yes	Yes
								EC	2200	EC	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								EE	1100	EE	waived	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								FAM	2200	FAM	waived	Yes	Yes	Yes
								EE	1100	EE	EE	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								ES	2200	ES	waived	Yes	Yes	Yes
								FAM	2200	FAM	ES	Yes	Yes	Yes
								FAM	2200	waived	waived	Yes	Yes	Yes

RETIREEES ELIGIBLE FOR HRA

NOTE: RETIREES NOT ELIGIBLE FOR TAX-FREE PREMIUM

SSN	LAST NAME	FIRST NAME	Names	ADDRESS	CITY	STATE	DOB	HEALTH	HRA ELIGIBILITY	NOTES	Column1	2017	2018	2019	2020	2021	2022
								EE	1100								
								ES	2200	01/2015-06/30/2015							
								ES	2200								
								ES	2200								
								EE	1100								
								FAM	2200								
								ES	2200								
								ES	2200								
								ES	2200								
								ES	2200								
								EE	1100								
								EE	1100								
								FAM	2200								
								EE	1100								

								ES	2200								
								EE	1100								
								FAM	2200								

Name	Doe, John H. #1083	Employment Date	January 24, 2005
Address	123 Street Name Creve Coeur, MO 63141 Telephone: 314-444-4444		
Date of Birth	08-18-1956		
Emergency Notify	Emergency Contact Name Here Phone: 314-222-2222	Social Security No.	123-45-6789

EMPLOYMENT HISTORY

Employee Record Sheet

As of 1/1/2016									
New Employees					All Employee Turnover				
Last Name	First Name	Date	Job Title		Last Name	First Name	Date	Job Title	Number
									1
									1
									1
									1
									1
									1
									1
									1
									1
									1
									1
									1
									12
All Employee Turnover					Employee Resignation Only				
Authorized Full-Time		109			Last Name	First Name	Date	Notes	Number
Authorized Sworn		50							1
Authorized Civilian		59							1
									1
Employee Turnover Rate		11.0							1
Sworn Turnover Rate		12.0							1
Civilian Turnover Rate		10.2							1
									1
Employee Resignation Only									1
Authorized Full-Time		109							
Authorized Sworn		50							8
Authorized Civilian		59							
Employee Turnover Rate		7.3							
Sworn Turnover Rate		10.0							

Civilian Turnover Rate		5.1							
------------------------	--	-----	--	--	--	--	--	--	--

FY2016 (July 1, 2015 through June 30, 2016)									
New Employees					All Employee Turnover				
Last Name	First Name	Date	Notes		Last Name	First Name	Date	Notes	Number
									1
									1
									1
									1
									1
									1
									1
									1
									8
					Employee Resignation Only				
					Last Name	First Name	Date	Notes	Number
All Employee Turnover									1
Authorized Full-Time		109							1
Authorized Sworn		50							1
Authorized Civilian		59							1
									1
Employee Turnover Rate		7.3							1
Sworn Turnover Rate		12.0							1
Civilian Turnover Rate		6.8							
Employee Resignation Only									7
Authorized Full-Time		109							
Authorized Sworn		50							
Authorized Civilian		59							

Employee Turnover Rate		6.4							
Sworn Turnover Rate		10.0							
Civilian Turnover Rate		3.4							

As of 1/1/2017									
New Employees					All Employee Turnover				
Last Name	First Name	Date	Notes		Last Name	First Name	Date	Notes	Number
									1
									1
									1
									1
									4
All Employee Turnover					Employee Resignation Only				
Authorized Full-Time		109			Last Name	First Name	Date	Notes	Number
Authorized Sworn		50							1
Authorized Civilian		59							1
									1
Employee Turnover Rate		3.7							
Sworn Turnover Rate		4.0							
Civilian Turnover Rate		3.4							
Employee Resignation Only									
Authorized Full-Time		109							
Authorized Sworn		50							
Authorized Civilian		59							
Employee Turnover Rate		2.8							
Sworn Turnover Rate		4.0							
Civilian Turnover Rate		1.7							

FY2017 (7/1/2016 - 6/30/2017)									
New Employees					All Employee Turnover				
Last Name	First Name	Date	Notes		Last Name	First Name	Date	Notes	Number
									1
									1
									1
									1
									1
									1
									1
									1
									8
All Employee Turnover					Employee Resignation Only				
Authorized Full-Time		109			Last Name	First Name	Date	Notes	Number
Authorized Sworn		50							1
Authorized Civilian		59							1
									1
Employee Turnover Rate		7.3							1
Sworn Turnover Rate		8.0							1
Civilian Turnover Rate		6.8							1
Employee Resignation Only									
Authorized Full-Time		109							
Authorized Sworn		50							
Authorized Civilian		59							
Employee Turnover Rate		5.5							
Sworn Turnover Rate		8.0							
Civilian Turnover Rate		3.4							



CITY OF CREVE COEUR
300 N. NEW BALLAS RD.
CREVE COEUR, MO 63141
432-6000 (Business License)/872-2500 (Certificate of Occupancy)

BUSINESS LICENSE & CERTIFICATE OF OCCUPANCY APPLICATION

ALL LINES MUST BE COMPLETED BEFORE LICENSE CAN BE ISSUED

COMPANY NAME _____ MISSOURI RETAIL
SALES TAX NUMBER _____

CREVE COEUR ADDRESS _____ PHONE NUMBER _____

FAX NUMBER _____ WEBSITE ADDRESS _____

MANAGER'S NAME (Creve Coeur Location) _____

MANAGER'S EMAIL ADDRESS _____

WOULD YOU LIKE TO RECEIVE THE CREVE COEUR BUSINESS NEWSLETTER? Y ☐ N ☐

ADDITIONAL EMAIL ADDRESSES FOR NEWSLETTER _____

BILLING ADDRESS _____

(if different from above)

OWNERS NAME _____

NUMBER OF PERMANENT EMPLOYEES _____ TYPE OF BUSINESS: OFFICE ☐ RETAIL ☐ MFG ☐

CHECK ONE OF THE FOLLOWING: CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL/PROPREITORSHIP ☐

DESCRIPTION OF BUSINESS (please be specific) _____

NAICS CODE (IF KNOWN) _____

DATE MOVING INTO CITY OF CREVE COEUR _____

TOTAL SQUARE FEET OF BUSINESS _____

X \$30 PER THOUSAND SQUARE

FEET OR ANY PORTION OF A THOUSAND

BUSINESS LICENSE FEE _____

(\$40.00 MINIMUM/\$1,000.00 MAXIMUM)

PERMIT # _____

CERTIFICATE OF OCCUPANCY

NOTE: THIS USE IS NOT APPROVED AND THESE PREMISES SHALL NOT BE OCCUPIED UNTIL THE CITY HAS
ISSUED THIS CERTIFICATE OF OCCUPANCY. OCCUPANCY INSPECTION IS REQUIRED BY CITY.

CITY MAY REQUIRE COUNTY AND/OR FIRE DISTRICT INSPECTIONS AS DEEMED NECESSARY.

WILL THERE BE ANY RENOVATIONS WITHIN THIS SPACE? NO ☐ YES ☐

NOTE: IF A BUILDING PERMIT HAS BEEN ISSUED FOR RENOVATIONS TO THIS SPECIFIC SPACE, THEN THE
CERTIFICATE OF OCCUPANCY IS INCLUDED WITH THIS BUILDING PERMIT

OCCUPANCY APPLICATION: NEW COMMERCIAL _____ EXISTING COMMERCIAL _____

FEE OF \$65.00 PAID ON _____ CONTACT NAME & PHONE # _____

I DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND IN
ACCORDANCE WITH THE BUSINESS LICENSE ORDINANCES OF THE CITY OF CREVE COEUR.

SIGNATURE OF COMPANY OFFICIAL _____ DATE _____

(OFFICE USE ONLY)

INSPECTORS APPROVAL SIGNATURE _____ DATE _____

EXEMPT FROM BUSINESS LICENSE FEE _____ USE APPROVAL: _____ DATE _____

LICENSE NUMBER _____ DATE ISSUED _____ FEE AMOUNT PAID \$ _____

**CITY OF CREVE COEUR
BUSINESS LICENSE APPLICATION INSTRUCTIONS**

IMPORTANT READ THIS NOTICE BEFORE FILING BUSINESS LICENSE

The following documentation will be required before your City of Creve Coeur Business License can be issued.

- 1) According to state law, the possession of a retail sales license and a statement from the State Department of Revenue that the licensee owes no sales tax to the state shall be a prerequisite to the issuance or renewal of any City license which is required for business where goods are sold at retail. The date of issuance on the statement obtained from the State Department of Revenue that the licensee owes no tax due shall be no more than ninety days before the submission for application renewal of the City of Creve Coeur Business License. Please call 1-573-751-5860 (State of Missouri), give your tax ID number and request a "letter of no sales tax due" to be mailed to you. If your business is not involved in retail sales then the above documentation is not required.
- 2) Any applicant for a City of Creve Coeur occupational or business license which is a contractor in the construction industry shall provide with its application a certificate of insurance for workers compensation coverage or an affidavit, on the form developed by the State Division of Workers' Compensation, signed by the applicant attesting the contractor is exempt from providing such coverage.

Failure to provide the foregoing documentation when required shall invalidate any City of Creve Coeur Business License.

If you have any question please contact Linda Goewert at 314-872-2510. Your cooperation is appreciated.

For Manufacturers/Warehouses

\$20.00 per 1,000 square feet or any portion of a thousand.

Minimum annual license fee \$ 40.00

Maximum annual license fee \$1,000.00

example: warehouse is 12,432 square feet, round up to 13,000 and multiply 13 by \$20.

Your Business License fee would be \$260.00

Not for Profit Organizations

No fee. Must provide either IRS exemption letter or most current IRS 990 form. Please complete enclosed application.

All other Businesses

\$30.00 per 1,000 square feet or any portion of a thousand

Minimum annual license fee \$ 40.00

Maximum annual license fee \$1,000.00

example: business is 2,123 square feet, round up to 3,000 and multiply 3 by \$30. Your

Business License fee would be \$90.00

Penalty: The amount for business license taxes paid after the delinquent date (March 15) shall be as follows:

1 month or less delinquent	5% of Fee
1 month and 1 day to 2 months delinquent	10% of Fee
2 months and 1 day to 3 months delinquent	15% of Fee
3 months and 1 day to 4 months delinquent	20% of Fee
More than 4 months delinquent	25% of Fee

DO YOU HAVE VENDING MACHINES LOCATED AT YOUR BUSINESS? YES ☐ NO ☐

NUMBER OF VENDING MACHINES _____ **CURRENTLY LICENSED** _____

VENDING COMPANY & ADDRESS _____

Thank you for your cooperation and we wish you success in your future endeavors.



CREVE COEUR POLICE DEPARTMENT

BUSINESS EMERGENCY CONTACT INFORMATION

300 N. New Ballas Rd.
Creve Coeur, MO 63141
314-432-8000

Submitting this form allows local police to contact you, in the event of an incident (burglary, fire, etc.) at your business. Information will be used only in the event of an emergency.

Instructions

Thank you for submitting the Emergency Contact Information for your business. This information will only be used in the event of an after-hours emergency or incident at your business. Information will not be shared outside of law enforcement agencies and the fire department. All information is optional. It is the responsibility of the Business Owner(s) to contact the Creve Coeur Police Department with updated or new contact information. **Updates are accepted as often as is necessary.**

In the event of incident, emergency responders may request that an authorized person respond to the business to reset a ringing alarm, represent an owner's interests or secure the property after a fire or break-in. It would be necessary for that person to respond with keys to the property and a proper alarm code if applicable.

Please provide the information requested below, providing as many details as possible.

Business Information

Section 1	INSTRUCTIONS: If your business name is indicated by any signage on the exterior of the building, list that business name . If the main phone number is answered with a recording or automated attendant, indicate an inside phone number by which an employee can be reached immediately , if one is available.		
	BUSINESS NAME		MAIN BUSINESS PHONE # (PUBLIC)
	BUSINESS ADDRESS (FLOOR/SUITE/BUILDING)		PREMISE INSIDE PHONE # (IF DIFFERENT)
	HOURS OF OPERATION	TYPE OF BUSINESS (OFFICE, GAS STATION, ETC.)	WEBSITE
Section 2	INSTRUCTIONS: Complete this section only if the business is monitored by a 24-hour alarm company , or if a private security firm patrols the business property. Otherwise, skip this section.		
	ALARM COMPANY	ALARM COMPANY PHONE # (IF KNOWN)	ACCOUNT NAME OR NUMBER (IF APPLICABLE)
	PRIVATE SECURITY COMPANY	PRIVATE SECURITY COMPANY PHONE #	ACCOUNT NAME OR NUMBER (IF APPLICABLE)
Section 3	INSTRUCTIONS: Indicate any special instructions for finding your business or accessing the business property. Also note any gate codes . Otherwise, skip this section.		
	SPECIAL INSTRUCTIONS OR DIRECTIONS		GATE CODE (IF APPLICABLE)

Emergency Contact Information

Contact 1	CONTACT NAME	TITLE (E.G., OWNER, EMPLOYEE)
	HOME PHONE	MOBILE PHONE
Contact 2	CONTACT NAME	TITLE (E.G., OWNER, EMPLOYEE)
	HOME PHONE MOBILE PHONE	MOBILE PHONE
Contact 3	CONTACT NAME	TITLE (E.G., OWNER, EMPLOYEE)
	HOME PHONE MOBILE PHONE	MOBILE PHONE

Please return form to:
 Community Development Department
 Building Division
 300 N New Ballas
 Creve Coeur, Mo. 63141

Permit Fee \$200.00
 Refundable Escrow \$2000.00



City of Creve Coeur Demolition Permit and Guidelines

Application date _____ Residential _____ Commercial _____

Property Owner's Name _____

Property Owners Address _____

Property Owners Telephone _____

Property Owners Email _____

Contractor Name _____

Contractor Address _____

Contractor Telephone _____ facsimile _____

Contractor Email _____

Does hereby make application to demolish the structure commonly known as and located at :

Please check all that apply:

of stories _____ Brick _____ Frame _____ Basement _____ Septic System _____

Potable well _____ Swimming Pool _____ Accessory Structures _____

Date and Time for demolition to begin _____

*** DEMOLITION WORK SHALL BE COMPLETED WITHIN THIRTY (30) DAYS AFTER THE DATE OF ISSUANCE OF THE DEMOLITION PERMIT.**

BY _____
 () owner () agent / contractor

APPROVED BY _____

PERMIT NUMBER _____ DATE ISSUED _____



City of Creve Coeur
Demolition Permit Requirements

Two complete copies of the following:

1. Complete the **Demolition Permit Application** in full.
2. **Written utility disconnect notices:**
 - a) Ameren UE
 - b) Laclede Gas
 - c) Missouri American Water (licensed plumber required to destroy tap)
 - *Excavation permit required from the Creve Coeur Dept. of Public Works if in ROW*
 - *Applicant must provide St. Louis County PERMIT number for plumbing permit*
 - d) Metropolitan Sewer District (licensed plumber required to destroy connection at the wye of the main sanitary sewer line.)
 - *Excavation permit required from the Creve Coeur Dept. of Public Works if in ROW*
 - *Applicant must provide St. Louis County PERMIT number for plumbing permit*
 - e) 1-800-DIG-RITE confirmation number.
3. **Asbestos abatement** report / permit from St. Louis County. Contact Keith Street at St. Louis County, 615-8913, for further information. See attached form.
4. **Waste Disposal Authorization** from St. Louis County. Contact Alan Reinhardt at St. Louis County, 615-4112, for further information.
5. **Potable wells must be properly sealed** by a licensed well drilling company and reported to the Department of Natural Resources in Rolla, MO.
6. **Septic Systems shall be destroyed by a licensed plumber:**
 - a) Septic tank shall be evacuated by a licensed special waste hauler.
 - b) Septic tank shall be completely removed and hauled away.
7. **Provide a site plan which shows the following:**
 - a) All property lines, building address and all right-of-ways
 - b) All buildings / structures / sidewalks to be removed
 - c) Locate trees to be preserved and provide temporary fence at drip line
 - d) Locate trees to be removed
 - e) Show location of ingress and egress for equipment / trucks
 - f) Temporary construction access (when existing curb cut / driveway not used) must obtain temporary road permit from the Creve Coeur Department of Public Works
8. **Provide enlarged details or notes which address the following:**
 - a) **Site protection** – excavations, trenches, debris piles shall be fenced with a 48" safety fence at any time the site is unattended. Support rods located 10' O.C. minimum.
 - b) **Erosion Control** –siltation control shall be established to prevent damage to adjacent public and/or private property. Provide detail of siltation control method.
 - c) **Site Restoration** – method of re-vegetation, finish grade to 3:1 slope or less.
 - Site shall not be required to be restored if building permit and construction activity begins within thirty (30) days of demolition.
 - Backfill of excavations shall not include ANY wood or construction debris. All fill material shall be clean dirt or rock unless prior approval for alternative fill material is granted by the Building Official (Steve Unser, 872-2500).
 - Repair of R.O.W. if necessary.
 - d) No **heavy equipment** shall be loaded or unloaded on public street or right of way without prior approval from the Creve Coeur Department of Public Works.
 - e) **Dust Control** – method of controlling blowing and drifting debris shall be specified by the Building Department. Debris may be required to be watered-down while loading. Permit to tap hydrant required on site.
 - f) **Project Schedule** – provide a detailed estimate of starting date, working dates, inspection dates and completion date.

ALL REQUIREMENTS OUTLINED ABOVE SHALL BE SATISFACTORILY ADDRESSED PRIOR TO THE ISSUANCE OF A DEMOLITION PERMIT. FAILURE TO INCLUDE THE NECESSARY INFORMATION WILL RESULT IN A DELAY IN PERMIT ISSUANCE.



IMPORTANT NOTICE



DEMOLITION PERMIT INSPECTIONS

*Please call 314-872-2521 to request inspections. Inspections need to be requested by 4PM on a week day in order to be inspected the next week day.

Pre Inspection _____

- Call for pre-inspection prior to start of demolition to verify that siltation control is in place, to verify that trees to be preserved are protected, to verify condition of right of way.

Pre Backfill Inspection _____

- Call for pre-backfill inspection after all debris has been removed from site and excavation is ready to be backfilled. Backfill material must be on site and available for inspection.

Final Inspection _____

- Call for final inspection when finish grading and site restoration has been completed. All heavy equipment must be off site or on-trailer at this time. Right of way is to be clean and undamaged.

NOTE:

- All inspections must be attended by a demolition contractor representative.
- This permit sign-off sheet must be maintained and available at all inspections.



Site shall be restored and revegetated if new construction does not begin within 30 days from the date of demolition completion.

Restoration shall include :

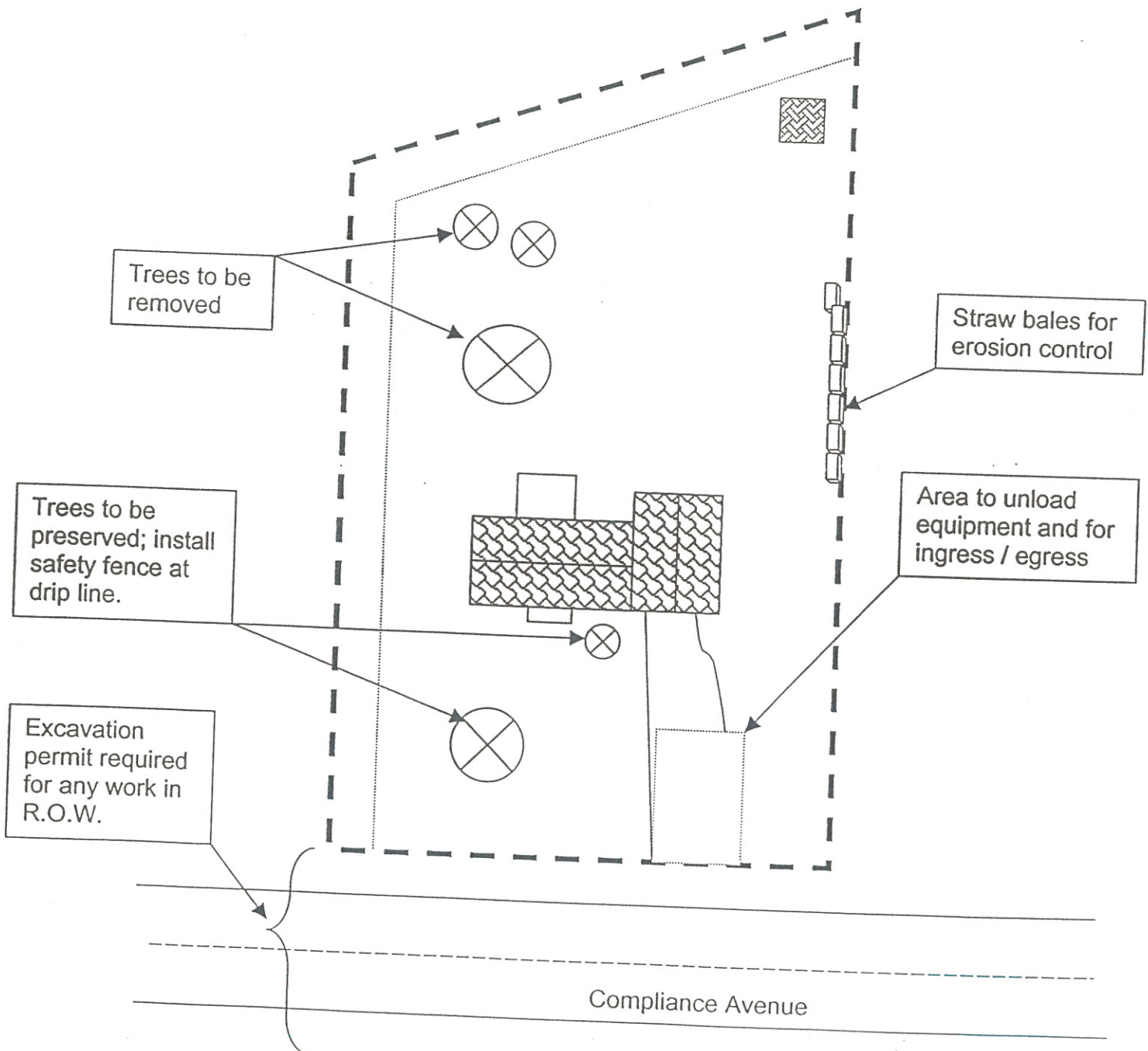
- **No slope greater than 3:1**
- **Finish grading to eliminate areas where water would accumulate.**
- **Seed and straw, watered in.**
- **All safety fencing removed.**

Demolition escrow shall not be released until site is restored OR a building permit for new construction has been issued.

SAMPLE DEMOLITION SITE PLAN

421 Haley Avenue

1. House, garage and shed to be demolished
2. Basement trenches to be fenced if left unattended
3. Backfill to be clean dirt



**FENCE PERMIT APPLICATION**
CITY OF CREVE COEUR
BUILDING DIVISION

Permit # _____

COMPLETE INFORMATION REQUIRED FOR ALL SECTIONS BELOW. PLEASE PRINT CLEARLY

Please submit two (2) plot plans showing fence location, house location, property lines and swimming pool (if applicable). **Provide trustee approval signatures.** Provide a fence detail with dimensions. (minimum pier depth 24")

Application date _____ Project address _____

Applicant e-mail _____ Trustees: **yes** **no**

Applicant name _____ owner / agent / contractor

Applicant address _____ City _____ State _____ Zip _____

Applicant phone _____ fax _____

Description of Fence (check all that apply)

Wood _____ Wrought Iron _____ Vinyl _____ Chain Link _____ Plastic _____ Aluminum _____ Brick _____

Split Rail _____ Dog Eared _____ Picket _____ Solid _____ Shadowbox _____ Lattice _____ Stockade _____

Height of fence: 3 feet _____ 4 feet _____ 5 feet _____ 6 feet _____ Other _____**Swimming pool enclosure** _____ **Yard enclosure** _____ **Major Repair** _____

Other descriptive information _____

Owner name _____ e-mail _____

Street address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Contractor name _____

Street address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Contact name _____ Email _____

I certify that I am the owner in fee or agent and am authorized to apply for this permit and that all information is true and correct.

Applicant signature_____
Date

FOR OFFICE USE ONLY

Permit Fee	\$ <u>10.00</u>
Inspection Fee	\$ <u>15.00</u>
TOTAL DUE	\$ <u>25.00</u>

Initial Plan Review Date _____

Revisions Review Date _____

Comments: faxed / mailed / phone / none

OK to issue / More comments

Plans Reviewed by _____ Date Completed _____

Date Permit Issued _____ Inspector Assigned _____

THIS IS TO CERTIFY THAT PERMISSION WAS GRANTED TO THE PERMIT APPLICANT FOR THE WORK REPRESENTED ON THIS APPLICATION. THIS PERMIT SHALL BECOME INVALID IF THE AUTHORIZED WORK IS NOT COMMENCED WITHIN 90 DAYS AFTER ISSUANCE OF THE PERMIT, OR IF THE AUTHORIZED WORK IS SUSPENDED OR ABANDONED FOR 90 DAYS, OR IF THE PROJECT IS NOT COMPLETED WITHIN ONE (1) YEAR AFTER THE ISSUANCE OF THE PERMIT. PERMITS MAY BE GRANTED AN EXTENSION UNDER EXTENUATING CIRCUMSTANCES.

Authorized by _____ Date _____

Code Official

REQUIRED INSPECTIONSSite and Pier Inspection Date _____
(minimum pier depth 24")

Final Inspection Date _____

Creve Coeur Zoning Code : Section 26-73, Ordinance 3024 (11/22/04)**26-73.1****Height of Fences**

No fence shall exceed six (6) feet in height unless specifically approved by the Planning and Zoning Commission in consideration of a unique screening problem.

26-73.2**Fences at Street Intersections**

No fence shall be located within the sight triangle (as defined in Article 2) of a street intersection.

26-73.3**Fences within front yard setback or along street right-of-way,**

No fence shall be located within the area equivalent to the front yard setback of the applicable zoning district, unless specifically approved by Site Development Plan Approval in accordance with Section 26-115.

26-73.4**Fences Surrounding Swimming Pools**

- (a) Every private swimming pool hereafter constructed and maintained anywhere in the City of Creve Coeur shall be provided with an enclosure surrounding the pool area that is constructed in compliance with the Creve Coeur Building Code.
- (b) All gates or doors providing access to such pool shall be self closing and self latching with the latches designed to meet the requirements of the Creve Coeur Building Code.

26-73.5**Tennis Court Backstop Fence**

Tennis Courts may have an open chain link fence up to ten (10) feet in height, provided such backstop fence is setback at least twenty (20) feet from any property line abutting a single family residence.

ARCHIVE#

DO NOT DUPLICATE THIS FORM

Permit #

3.8.d

CITY OF CREVE COEUR, MO.
1949

BUILDING PERMIT / OCCUPANCY PERMIT

CITY OF CREVE COEUR, MISSOURI

COMMUNITY DEVELOPMENT DEPARTMENT

COMPLETE INFORMATION REQUIRED FOR ALL SECTIONS BELOW. PLEASE PRINT CLEARLY.

Application Date

SPECIFY COURT LANE OR DRIVE

Project Address

Estimated Construction Cost

Tenant/Project Name

☐New Commercial Building

☐Garage Addition

☐Other

☐Tenant Finish

☐Footing & Foundation

☐Commercial Alteration

☐Residential Mechanical

☐Deck

☐Kitchen Remodel

☐Retaining Wall

☐Bath Remodel

☐Basement Finish

☐Generator

(specify)

Applicant Name

owner / agent / contractor

Street address

City

State

Zip

Phone

FAX

EMAIL

Property Owner Name

Street address

City

State

Zip

Phone

FAX

EMAIL

Architect / Engineer Name

Street address

City

State

Zip

Phone

FAX

EMAIL

Contractor Name

Street address

City

State

Zip

Phone

FAX

EMAIL

Contact Name

Title / Phone

Tenant Contact Information

Street address

City

State

Zip

Phone

FAX

EMAIL

Contact Name

Title / Phone

NEW CONSTRUCTION PROJECTS SHALL PROVIDE THE FOLLOWING INFORMATION

Project Area (sq. ft.)

Building Height (ft.)

of Stories

Wood Frame

Concrete Block

Steel Skeleton

Tilt-Up Panels

Brick

Pre-Fab

Poured in Place Concrete

I certify that I am the owner in fee or agent and am authorized to apply for this permit and that cost estimates are true and correct.

*Estimated cost = total project cost minus (cost of land + professional fees)

Applicant Signature

Date

No building or structure can be occupied or used for any purpose whatsoever until the OCCUPANCY PERMIT has been issued by this department.

* Trustee review required for residential exterior alterations only.

In accordance with Sewage Bill 530 “the disposal of demolition and construction waste is regulated by the Department of Natural Resources under Chapter 260, RSMO. Such waste shall be taken to a demolition landfill or a sanitary landfill for disposal.”

If any material change in the plans and specifications, or the estimated cost of the project is made, a report thereof must be made to this department.

FAILURE OF THE PERMIT HOLDER TO OBTAIN FINAL APPROVAL shall result in the forfeiture of the escrow and/or municipal court action.

Packet Pg. 594

ARCHIVE#

DO NOT DUPLICATE THIS FORM

Permit #



RESIDENTIAL DEVELOPMENT/OCCUPANCY PERMIT
CITY OF CREVE COEUR MISSOURI
COMMUNITY DEVELOPMENT DEPARTMENT

COMPLETE INFORMATION REQUIRED FOR ALL SECTIONS BELOW. PLEASE PRINT CLEARLY.

Application Date _____ Project Address _____
Estimated Construction Cost * _____ Tenant / Project Name _____
☐ New Single Family Residence ☐ Room Addition ☐ Garage Addition ☐ Swimming Pool
☐ Other _____ (specify)

Applicant Name _____ owner / agent / contractor
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

Property Owner Name _____
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

Architect / Engineer Name _____
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

Contractor Name _____
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____
Contact Name _____ Title / Phone _____

NEW CONSTRUCTION PROJECTS SHALL PROVIDE THE FOLLOWING INFORMATION

Project Area (sq. ft.) _____ Building Height (ft.) _____ # of Stories _____
___ Wood Frame ___ Concrete Block ___ Steel Skeleton ___ Tilt-Up Panels ___ Brick ___ Pre-Fab ___ Poured in Place Concrete

ZONING / SUBDIVISION INFORMATION

Subdivision Name _____ Lot Number _____
Lot Dimensions _____ *Trustee Review Required _____
Zoning Classification : A B C D RDD AR PO RO GC PC CB PH HE LI MX

I certify that I am the owner in fee or agent and am authorized to apply for this permit and that cost estimates are true and correct. *Estimated cost = total building and site costs minus (cost of land + professional fees)

Applicant Signature Date

No building or structure can be occupied or used for any purpose whatsoever until the **OCCUPANCY PERMIT** has been issued by this department.

* Trustee review required for residential exterior alterations only.
In accordance with Sewage Bill 530 “the disposal of demolition and construction waste is regulated by the Department of Natural Resources under Chapter 260, RSMO. Such waste shall be taken to a demolition landfill or a sanitary landfill for disposal.”
If any material change in the plans and specifications, or the estimated cost of the project is made, a report thereof must be made to this department.
FAILURE OF THE PERMIT HOLDER TO OBTAIN FINAL APPROVAL shall result in the forfeiture of the escrow and/or municipal court action.

3.8.d

FOR OFFICE USE ONLY

Initial Plan Review Date _____

Comments: faxed / mailed / phone / none

Revisions Received Date _____

Complete / Incomplete / Inadequate

Revisions Review Date _____

OK to Issue / More Comments

Plans Reviewed By : _____ Date Completed : _____

Date Permit Issued : _____ Inspector Assigned : _____

Permit / Inspection Fee \$ _____

Escrow Amount Due \$ _____

Permit Processing Fee \$40.00

\$ PAID

DID NOT PAY

Penalty Fee \$ _____

reason: _____

Certif. of Occupancy Fee \$ _____

STOP WORK ORDER

YES

NO

Balance Due \$ _____

City Valuation \$ _____

☐as submitted

☐adjusted _____

	IBC Types of Construction and Occupancy Classifications																							
	A1	A2	A3	A4	A5	B	E	F1	F2	H1	H2	H3	H4/5	I1	I2	I3/4	M	R1	R2	R3	R4	S1	S2	U
1A																								
1B																								
2A																								
2B																								
3A																								
3B																								
4																								
5A																								
5B																								
Mod 1B																								
Mod 2A																								

THIS IS TO CERTIFY THAT PERMISSION WAS GRANTED TO THE PERMIT APPLICANT FOR THE WORK REPRESENTED ON THIS PERMIT. THIS PERMIT SHALL BECOME INVALID IF THE AUTHORIZED WORK IS NOT COMMENCED WITHIN SIX (6) MONTHS AFTER ISSUANCE OF THE PERMIT, OR IF THE AUTHORIZED WORK IS SUSPENDED OR ABANDONED FOR SIX (6) MONTHS OR IF THE PROJECT IS NOT COMPLETED WITHIN TWO (2) YEARS AFTER THE ISSUANCE OF A COMMERCIAL BUILDING PERMIT OR WITHIN ONE (1) YEAR AFTER THE ISSUANCE OF A RESIDENTIAL BUILDING PERMIT. PERMITS MAY BE GRANTED AN EXTENSION UNDER EXTENUATING CIRCUMSTANCES.

PERMIT EXPIRES

Permit Issuance Date _____

Authorized by _____

Final Inspection Approval / Date

Inspector

NOTICE : Use of this property / space for any other purpose other than that indicated by this permit constitutes a violation of the Creve Coeur Zoning Code. It shall be unlawful to occupy this property / space unless this section bears the Occupancy Approval stamp and the signature of the Chief Building Official.

ESCROW RELEASE AUTHORIZATION

Upon final inspection it has been determined that this project has been substantially completed in accordance with the approved construction documents. Please release the escrow funds for this project.

Escrow Deduction/Reason \$ _____

Address _____

Amount of Escrow Released \$ _____

Residential Development Permit Number _____

Chief Building Official

Date

Packet Pg. 597

Residential Home Mechanical Inspection
314-872-2500

Apartment Re-occupancy Mechanical
Inspection 314-442-2092

RESIDENTIAL MECHANICAL FEE:

\$ 70.00

\$140.00

Apply within 48 hours of install

Not applying within 48 hours



Building Division

Mechanical Equipment and Building Code Requirements

Manufacturer's installation guidelines and equipment specifications shall be on site for inspection purposes

1. Approved vent systems for gas-fired appliances shall be installed and terminated per the manufacturer's installation guidelines. All vent systems shall be UL listed and labeled. NOTE: Installation of a Power Exhauster may require make-up air to be provided.
2. Draft requirements. New or existing chimneys or vents shall be sized or resized so as to develop a positive flow to convey combustion products to the outside atmosphere and to control flue gas condensation.
3. Each gas appliance shall have a gas shut-off valve (within 6 feet of the appliance in the same room) and a ground joint union between the appliance and the appliance shut-off valve. A sediment trap is required at each appliance.
4. The annular gap around any pipe or vent shall be properly fireblocked at any floor or ceiling level it penetrates.
5. Gas piping identification. For other than black steel pipe, **NEW** exposed piping shall be identified by a yellow label marked "GAS" in black letters. The marking shall be placed at intervals not exceeding 5 feet. The marking shall not be required on piping located in the same room as the equipment served. Gas piping materials shall meet the testing standards listed in the mechanical code and fuel gas code.
6. Fuel-burning appliances shall be provided with combustion air as required by the manufacturer's specifications or mechanical code. The mechanical code requires that 50 cubic feet of combustion air be provided per 1,000 Btu/h of the aggregate input rating of all gas-fired appliances located in the mechanical room. Combustion air shall not be drawn from a bedroom, bathroom or storage closet. Direct vent appliances that do not draw combustion air from inside the building are exempt from these requirements.
7. Outside opening protection. Air exhaust and intake openings that terminate outdoors and serve high efficiency furnaces shall be protected with corrosive-resistant screens, louvers or grilles having a minimum opening size of ¼ inch and a maximum opening size of ½ inch in any dimension. Check manufacturer's requirements.
8. Air conditioner leveling pads. Manufacturers require exterior condenser units to be placed on a level support pad.
9. Air conditioner's electrical circuit breaker shall be properly sized.
10. The installation of any new electrical wiring shall require the issuance of an electrical permit from St. Louis County Department of Public Works.

NOTICE TO THE INDUSTRY AND PUBLIC

Effective August 25, 2011 (per Ordinance No. 5214) all replacement furnaces and air conditioners shall be installed by mechanical contractors who have been licensed by St. Louis County Department of Public Works.



DO NOT DUPLICATE THIS FORM

Permit # _____

RESIDENTIAL MECHANICAL PERMIT
CITY OF CREVE COEUR, MISSOURI
COMMUNITY DEVELOPMENT DEPARTMENT

COMPLETE INFORMATION REQUIRED FOR ALL SECTIONS BELOW. PLEASE PRINT CLEARLY.

Application Date _____ SPECIFY COURT LANE OR DRIVE
Project Address _____
Estimated Construction Cost * _____ are you licensed with St. Louis County (circle one) YES NO
*we do not need your license number
Residential Home Mechanical Inspection 314-872-2500 Apartment Re-Occupancy Mechanical Inspection 314-442-2092

Applicant Name _____ owner / agent / contractor
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

Property Owner Name _____
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

Contractor _____ Contact Name _____
Street address _____ City _____ State _____ Zip _____
Phone _____ FAX _____ EMAIL _____

MECHANICAL EQUIPMENT INFORMATION

FURNACE

BRAND NAME: _____

MODEL NUMBER: _____

SIZE (BTU"s): _____ % EFFICIENCY RATING: _____

For Electric Furnaces: Maximum Breaker Size _____ amps

Minimum Breaker Size _____ amps

AIR CONDITIONER

BRAND NAME: _____

MODEL NUMBER: _____

SIZE (TONS): _____ SEER EFFICIENCY RATING: _____

Maximum Breaker Size _____ amps

Minimum Breaker Size _____ amps

OTHER (A-Coil, Air Handler, etc.)

BRAND NAME: _____

MODEL NUMBER: _____

SIZE: _____ TYPE OF EFFICIENCY RATING: _____

MANUFACTURER'S INSTALLATION
GUIDELINES AND EQUIPMENT
SPECIFICATIONS SHALL BE ON
SITE FOR INSPECTION PURPOSES

THE INSTALLATION OF ANY NEW
ELECTRICAL WIRING SHALL
REQUIRE THE ISSUANCE OF AN
ELECTRICAL PERMIT FROM
ST. LOUIS COUNTY DEPARTMENT
OF PUBLIC WORKS

I certify that I am the owner in fee or agent and am authorized to apply for this permit and that cost estimates are true and correct. *Estimated cost = total project cost minus (cost of land + professional fees)

Applicant Signature Date

No building or structure can be occupied or used for any purpose whatsoever until the **OCCUPANCY PERMIT** has been issued by this department.

* Trustee review required for residential exterior alterations only.

In accordance with Sewage Bill 530 "the disposal of demolition and construction waste is regulated by the Department of Natural Resources under Chapter 260, RSMO. Such waste shall be taken to a demolition landfill or a sanitary landfill for disposal."

If any material change in the plans and specifications, or the estimated cost of the project is made, a report thereof must be made to this department.

FAILURE OF THE PERMIT HOLDER TO OBTAIN FINAL APPROVAL shall result in the forfeiture of the escrow and/or municipal court action.

FOR OFFICE USE ONLY																											
Initial Plan Review Date _____								Revisions Received Date _____								Revisions Review Date _____											
Comments: faxed / mailed / phone / none								Complete / Incomplete / Inadequate								OK to Issue / More Comments											
Plans Reviewed By : _____ Date Completed : _____																											
Date Permit Issued : _____ Inspector Assigned : _____																											
Permit / Inspection Fee \$ 70.00								Escrow Amount Due \$ _____																			
Penalty Fee \$ _____								reason: Not applying within 48 HOURS will double permit fee																			
Certif. of Occupancy Fee \$ _____								STOP WORK ORDER YES NO																			
Balance Due \$ _____																											
City Valuation \$ _____								☐ as submitted ☐ adjusted _____																			
IBC Types of Construction and Occupancy Classifications																											
	A1	A2	A3	A4	A5	B	E	F1	F2	H1	H2	H3	H4/5	I1	I2	I3/4	M	R1	R2	R3	R4	S1	S2	U			
1A																											
1B																											
2A																											
2B																											
3A																											
3B																											
4																											
5A																											
5B																											
Mod 1B																											
Mod 2A																											
THIS IS TO CERTIFY THAT PERMISSION WAS GRANTED TO THE PERMIT APPLICANT FOR THE WORK REPRESENTED ON THIS PERMIT. THIS PERMIT SHALL BECOME INVALID IF THE AUTHORIZED WORK IS NOT COMMENCED WITHIN THREE (3) MONTHS AFTER ISSUANCE OF THE PERMIT, OR IF THE AUTHORIZED WORK IS SUSPENDED OR ABANDONED FOR SIX (6) MONTHS OR IF THE PROJECT IS NOT COMPLETED WITHIN ONE (1) YEARS AFTER THE ISSUANCE OF A COMMERCIAL BUILDING PERMIT OR WITHIN ONE (1) YEAR AFTER THE ISSUANCE OF A RESIDENTIAL BUILDING PERMIT. PERMITS MAY BE GRANTED AN EXTENSION UNDER EXTENUATING CIRCUMSTANCES. Permit Issuance Date _____ Authorized by _____ PERMIT EXPIRES _____																											
Final Inspection Approval / Date																											
Inspector																											
NOTICE : Use of this property / space for any other purpose other than that indicated by this permit constitutes a violation of the Creve Coeur Zoning Code. It shall be unlawful to occupy this property / space unless this section bears the Occupancy Approval stamp and the signature of the Chief Building Official.																											
ESCROW RELEASE AUTHORIZATION																											
Upon final inspection it has been determined that this project has been substantially completed in accordance with the approved construction documents. Please release the escrow funds for this project.																											
Escrow Deduction/Reason \$ _____																											
Amount of Escrow Released \$ _____																											
Address _____																											
Building Permit Number _____																											
Chief Building Official														Date													

PERMIT FEES: \$55.00 includes \$25 PERMIT FEE and \$30 INSPECTION FEE

PENALTY for NOT FILING: \$110.00 {\$50 PERMIT FEE and \$60 INSPECTION FEE}

ESCROW: Checks are held in escrow by the City as assurance of completion of the work,
repairs of damage to public property and compliance to the permit requirements.

ESCROW AMOUNT(s):

Excavations in Lawn: \$50.00 — Residential Driveways: \$500.00 — Excavations in Pavement: \$1,000.00

BOTH CHECKS MAY BE REQUIRED AT TIME OF APPLICATION SUBMISSION

RIGHT-OF-WAY PERMIT APPLICATION

CITY OF CREVE COEUR MISSOURI

DEPARTMENT OF PUBLIC WORKS

TELEPHONE NO: 314-442-2069

APPLICANT MUST ALLOW FIVE WORKING DAYS FOR APPROVAL AFTER SUBMISSION OF APPLICATION

APPLICATION DATE: _____

EXCAVATION PERMIT # _____

APPLICANT FIRM OR UTILITY NAME _____

APPLICANT CONTACT NAME _____

APPLICANT FIRM OR UTILITY COMPANY ADDRESS _____

APPLICANT TELEPHONE OR MOBILE PHONE _____

CITY / STATE / ZIP _____

APPLICANT EMAIL PLEASE PRINT _____

PERMISSION IS HEREBY GRANTED TO MAKE EXCAVATION OF THE FOLLOWING DIMENSION: VIS _____ X _____

PURPOSE OR NATURE OF WORK: _____

LOCATION OF WORK: _____ TENATIVE START DATE _____

NOTE: This application to be utilized for any work proposed within the public right-of-way or street.
Escrow fees and other details are explained in the attached guidelines.

Permit ISSUE Date: _____

By: _____

Director of Public Works

Call BEFORE you DIG
TOLL FREE
1-800-344-7483
MISSOURI ONE-CALL SYSTEM. INC.



The minimum requirements for driveway apron pavement thickness are:

- ✚ Residential asphalt: 3" Type "C" asphalt on 6" aggregate.
- ✚ Commercial asphalt: 2" Type "C" asphalt over 7.5" Type "X" asphalt on 4" aggregate.
- ✚ Residential concrete: 6" concrete on 4" aggregate.
- ✚ Commercial concrete: 8" concrete on 4" aggregate.

PLEASE READ...

**CITY OF CREVE COEUR
DEPARTMENT OF PUBLIC WORKS**

TO REQUEST
EXCAVATION
INSPECTIONS, PLEASE
CALL: (314) 442-2069

**RIGHT-OF-WAY PERMIT
APPLICATION INSTRUCTIONS AND REQUIREMENTS**

The Following is Required to Apply:

1. One (1) to scale copy of the site plan showing the location and size of the excavation.
2. Signatures of trustees on all sets of plans, when applicable.
3. Site coverage calculations, when applicable.
4. A complete application form stating the following: applicant name, address, phone number, email address, locations of work, application contact name, work start date, nature of work and dimensions of the excavation.

Permit Fee and Escrow Deposit:

1. A permit and inspection fee of \$55.00 will be collected at the time the application is submitted.
2. A separate check in the amount of \$1,000.00 (\$500.00 for residential driveways). The check is to be held in escrow by the City as assurance of completion of the work, repairs of damage to public property and compliance to the permit requirements.

The following Requirements Will Become Part of the Right Of Way Permit:

- ✚ All excavations along the public street where the edge of the trench is less than three (3) feet from existing edge of the roadway will require compacted granular backfill.
- ✚ Road and street crossings to be bored.
- ✚ Construction of driveway entrance will require removal of roadway curb to a saw cut edge located 1'-0" from gutter line (face of curb). Asphalt pavement to be a minimum of 3" thick place on 6" of compacted crushed limestone for residential driveway. Commercial driveways will be constructed at a minimum of 9.5" of asphalt (7.5" x -mix 2" "C"- mix) 4" of compacted crushed limestone. Concrete pavement to be a minimum of 6" thick for residential and 8" thick for commercial within public right-of-way.
- ✚ All disturbed earth areas within the road right-of-way shall be prepared per the City specifications and sodded and/or seeded following completion of work per the City of Creve Coeur construction inspector instructions.
- ✚ Following completion of construction, all temporary materials shall be removed and the roadway right-of-way restored to its original condition. Existing improvements damaged within the road right-of-way must be replaced as directed by this Department. ,
- ✚ All grading shall begin conformance with this Department's standards, siltation devices shall be installed and shall be maintained by the applicant until approved by this Department.
- ✚ All disturbed concrete driveway and sidewalks are to be full slab replacement joint to joint. Driveway minimum thickness 6" for residential, sidewalk minimum thickness 4".

- ✚ Asphalt pavements shall be saw cut prior to final removals. Saw cuts shall extend 9" beyond final limits of all excavations as indicated by the review engineer in the field.
- ✚ All excavations shall be backfilled with granular materials (1" minus) placed in layers no greater than 8" and shall be compacted to 95% of its modified proctor maximum dry density (ASTM 0-1557).
- ✚ Restoration of patch and perpendicular excavations in an asphalt pavement shall be made by leaving the granular fill 9" below finish grade, and installing a 6" concrete slab with a 28 day minimum strength of 4500 psi. The final restoration shall be made by placing 3" of Type "C" asphalt concrete to meet existing grades.
- ✚ Restoration of longitudinal excavations in an asphalt pavement shall be made by leaving the granular fill 9" to 13" below finish grade (depending on the road designation), and placing 6" to 10" of Type "X" Asphaltic concrete on the compacted fill. The final restoration shall be made by placing 3" of Type "C" asphalt concrete to meet existing grades.
- ✚ All edges must be sealed with a hot pour sealer.
- ✚ Concrete pavements shall be removed joint to joint as indicated by the review engineer in the field.
- ✚ Restoration of concrete pavements shall be made by leaving the granular fill 8" below finish grade. Final restoration shall be made by installing an 8" non-reinforced concrete slab with a 28 day minimum strength of 4500 psi.
- ✚ All joints shall be per St. Louis County standard.
- ✚ All slabs damaged outside of the granular fill and the excavation area shall be removed and replaced.
- ✚ Restoration of excavations in combination pavement shall be made by leaving the granular fill 9" below finish grade, and installing a 6" concrete slab with a 28 day minimum strength Asphaltic concrete to meet existing grades.
- ✚ All materials must be pre-approved by the Department of Public Works.
- ✚ The work outlined in the permit shall be completed within 30 days of the date of issuance. If this work is not completed within 30 days, then the applicant must renew the permit prior to its expiration. If the permit is not renewed, then the City shall cause such work to be completed and the applicant shall pay all the expenses.
- ✚ All excavations shall be protected at all times and lighted barricades must be used on all excavations. All excavations made in roadways shall be protected following the Manual on Uniform Traffic Control Devices (current edition).
- ✚ Roads and streets are to be kept open to traffic.
- ✚ This permit does not allow for the removal or disturbance of shrubs or trees within the right-of-way.
- ✚ No excavated materials to be stored on pavement or sidewalk overnight.
- ✚ Construction equipment shall be located on the pavement surface so as to maintain at least one 10' lane of traffic during working hours. Such equipment shall be shielded with barricades, cones, etc. with two (2) flagmen to handle traffic. Street shall be returned to normal two-way traffic at the end of each work day.
- ✚ Pavement must remain free and clear of mud, rock and debris at all times.
- ✚ If sidewalks are removed, a temporary walking surface must be provided.
- ✚ A copy of the permit shall be kept in the field at all times during both the excavation operation and remedial work.
- ✚ In accepting the issuance of an Excavation Permit for work within a public right-of-way within the City of Creve Coeur, all contractors are required by Federal Regulation and State Law to call all utility companies before digging.

All applicants must Call: MISSOURI ONE-CALL SYSTEM, INC.
CALL YOU BEFORE YOU DIG 1-800-344-7483