



**REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
APRIL 23, 2018
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

However, the May 14 and 29 Work Sessions will be extended until 7:30 pm for Budget review with Council. Regular Council meetings on those dates will begin at 7:30 pm.

Acceptance of Election Results of the April 3, 2018 General Municipal Election

Swearing in Newly and Re-Elected Officials

1. CONSENT AGENDA

a. Council Minutes Dated April 9, 2018

BILLS PAYABLE REPORT

For Information Only

Summary: For your information attached is a listing of invoices paid from April 5, 2018 to April 18, 2018 in the amount of \$322,453.95. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5704 - an Ordinance Authorizing a Master Sign Plan for Lou Fusz Automotive Network to Allow for Additional Signage Specific to Automotive Dealerships Located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road, Zoned GC- General Commercial. Final Reading and Passage**



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Summary: Stephen Hollander, of SJ Hollander Architects, on behalf of Lou Fusz Automotive Network, has submitted a request for a master sign plan for the properties located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road to allow for additional signage specific to automotive dealership brand identity. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The Lou Fusz Campus, east of Lindbergh Blvd. is approximately 11.3 acres. The Planning and Zoning Commission recommended approval with certain conditions at it's meeting on April 2, 2018.

3. Bill No. 5705 - an Ordinance Amending the Adopted 2018 Capital Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments. Final Reading and Passage

Summary: Additional funding for Dielmann HVAC and design for the New Ballas Road sidewalk projects.

NEW BUSINESS

4. Bill No. 5706 - an Ordinance Repealing Ordinance No. 5011 and 5106 and Authorizing a New Conditional Use Permit and Site Development Plan Approval for the Waterway Gas and Wash Facility Located at 10559 Old Olive Street Road. First Reading

Summary: Mike Goldman, of Waterway Gas and Wash, has submitted a request to amend the conditional use permit and site development plan for the renovation of the property at 10559 Old Olive Street Road. Renovations include an addition to the building and reorienting the gas pumps and canopy structure. Gasoline Stations with Convenience Stores (NAICS #447110) and Car Wash Facilities (NAICS #811192) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the GC-General Commercial District. The Commission recommended approval on April 16, 2018.

5. Bill No. 5707 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for Automotive Body, Paint, and Interior Repair and Maintenance Use, Schaefer Autobody Center, Inc. Located at 10771 Baur Boulevard. First Reading

Summary: Scott Schaefer, of Schaefer Auto Body Center, Inc., has submitted a request for a conditional use permit for the Schaefer Auto Body Center at 10771 Baur Boulevard to expand within the existing building to a total of 61,350 square feet. Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) are permitted as conditional uses with review and approval by the City Council upon the



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recommendation of the Planning and Zoning Commission in the LI-Light Industrial District. The Commission recommended approval on April 16, 2018.

6. Bill No. 5708 - an Ordinance Adjusting the Municipal Boundary of the City of Creve Coeur for Property at the Intersection of West Rue De La Banque and Orchard Lakes Drive. First Reading

Summary: This request involves the annexation of property owned by the City of Creve Coeur located under and adjacent to West Rue de la Banque Drive and a portion of Orchard Lakes Subdivision Common Ground and Orchard Lakes Drive. Upon annexation, the properties would be located within the municipal boundaries of the City of Creve Coeur

7. Resolution No. 1347 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing Execution of a Five-Year Agreement with Charter Communications Operating, LLC to Provide Internet, Telephone and Television Services at the Creve Coeur Government Center, Dielmann Recreation Center and the Public Works Maintenance Facility for a Monthly Fee of \$2,915.64 (\$34,987.68 Annually).

Summary: Renewal of 5-year Charter Service Agreement for Internet, Telephone and Television Services.

8. Resolution No. 1348 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with J. M. Marschuetz Construction Company for the Ladue Estates Rehabilitation Phase 1 Project for the Not-To-Exceed Amount of \$295,200.45.

Summary: The City received competitive bids for Phase 1 of the Ladue Estates Rehabilitation Project. J M Marschuetz Construction Company provided the lowest responsible bid for the work, and City staff recommends that the City enter into a contract with this firm to complete the project.

9. Resolution No. 1349 - Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with STF LLC D/B/A Traffic Control Company for the 2018 Striping Improvements Project for the Not-To-Exceed Amount of \$31,020.00.

Summary: Staff recommends that the City enter into a contract with Traffic Control Company for a project to repaint pavement markings on several streets, including Hibler Road, Falaise Drive, Fernview Drive, and Craig Road. Pavement markings are typically re-applied every 4-5 years.

APPOINTMENTS

10. Election of Council President

11. Planning and Zoning Commission



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BUSINESS FROM MAYOR AND CITY COUNCIL

12. Council Liaison Reports

13. Committee Review

Summary: Mayor Glantz has requested this item for discussion.

BUSINESS FROM CITY ADMINISTRATOR

14. Sherwyn Lane Cul De Sac Stormwater Review

Summary: Following the discussion during the City Council meeting on March 26, staff has revised its recommendation regarding the review of an on-going stormwater concern at the cul-de-sac of Sherwyn Lane. Staff recommends that the City pursue the initial stages of the design to determine the most appropriate concept (like taller curbing or an additional drainage structure) for the situation. This review will give City staff the information needed to determine whether the concern needs to be addressed, and, if so, whether the remedy is of a scale that can be incorporated into the City's future project to improve Sherwyn Lane or the solution is of a greater scale and should be referred to MSD.

15. Police Station Update

Summary: Staff will provide an update on construction of the new Police Station.

16. Sculpture on the Move Update

Summary: Staff will provide a brief update on this project.

17. 3Rd Quarter Financial Report - FY 2018

Summary: Quarterly Financial Report for FY 2018, ending March 31, 2018

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 04/20/2018
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: 04/23/18 07:00 PM

DOC ID: 2983

DISCUSSION ITEM (ID # 2983)

**Acceptance of Election Results of the April 3, 2018 General
Municipal Election**

CREVE COEUR TOWNSHIP

GENERAL MUNICIPAL ELECTION

OFFICIAL FINAL RESULTS

RUN DATE:04/17/18 10:51 AM

ST. LOUIS COUNTY, MISSOURI
TUESDAY, APRIL 3, 2018

	TOTAL	PERCENT		TOTAL	PERCENT
01 = REGISTERED VOTERS - TOTAL ST. LOUIS CO	29,389		03 = VOTER TURNOUT - TOTAL ST. LOUIS COUNTY	14.09	
02 = BALLOTS CAST - TOTAL ST. LOUIS COUNTY	4,141				

	01	02	03
0301 CC1	1147	200	17.44
0302 CC2,7,MHT13,43	1388	252	18.16
0303 CC3,5	935	158	16.90
0304 CC4,54	368	19	5.16
0306 CC6	1065	213	20.00
0308 CC8	14	1	7.14
0309 CC9,11,16,21,28	1591	280	17.60
0310 CC10	213	49	23.00
0312 CC12,13,22,51 MID1,13,28+	1449	239	16.49
0314 CC14 MHT53	1557	288	18.50
0315 CC15 CLA16,26	1247	124	9.94
0317 CC17	699	46	6.58
0318 CC18 MHT18	2	0	.00
0319 CC19,24	996	102	10.24
0320 CC20,59 MHT54	1159	134	11.56
0323 CC23	1251	275	21.98
0325 CC25	574	65	11.32
0326 CC26	82	9	10.98
0327 CC27	999	226	22.62
0329 CC29 MR39	519	62	11.95
0330 CC30	95	1	1.05
0331 CC31	862	82	9.51
0332 CC32,56	52	14	26.92
0333 CC33,48,58	850	119	14.00
0334 CC34 CLA25,40	978	78	7.98
0335 CC35,50	1513	334	22.08
0336 CC36,46	935	217	23.21
0337 CC37	138	10	7.25
0338 CC38,47	132	5	3.79
0339 CC39	114	11	9.65
0340 CC40,60	138	14	10.14
0341 CC41	377	24	6.37
0342 CC42,43,44	1955	143	7.31
0345 CC45	39	1	2.56
0349 CC49	639	99	15.49
0352 CC52	155	28	18.06
0353 CC53	1214	86	7.08
0355 CC55	409	43	10.51
0357 CC57 MID11,24,35,61	1539	90	5.85

	VOTES	PERCENT		VOTES	PERCENT
TRUSTEE COUNTRY LIFE ACRES					
(Vote for) 2					
01 = MICHAEL W. MEGOWN	8	47.06			
02 = LAWRENCE V. BOVERI	9	52.94	03 = INVALID WRITE-IN	0	

	01	02	03
0326 CC26	8	9	0

	VOTES	PERCENT
MAYOR CREVE COEUR		
(Vote for) 1		
01 = BARRY L. GLANTZ	1,454	95.60
02 = INVALID WRITE-IN	67	4.40

	01	02
0301 CC1	168	6
0304 CC4,54	16	0
0309 CC9,11,16,21,28	233	11
0310 CC10	43	1
0314 CC14 MHT53	255	9
0323 CC23	237	12
0325 CC25	60	2
0330 CC30	1	0
0332 CC32,56	12	1
0333 CC33,48,58	101	7
0336 CC36,46	183	14
0349 CC49	83	0
0352 CC52	26	2

0355 CC55 36 2

	VOTES	PERCENT		VOTES	PERCENT
COUNCIL MEMBER CREVE COEUR WARD 1					
(Vote for) 1					
01 = HEATHER P. SILVERMAN	345	55.65			
02 = JAMES FARON	269	43.39	03 = INVALID WRITE-IN	6	.97
	01	02	03		
0323 CC23	160	111	2		
0330 CC30	0	0	0		
0332 CC32,56	10	4	0		
0333 CC33,48,58	81	34	3		
0336 CC36,46	94	120	1		

	VOTES	PERCENT
COUNCIL MEMBER CREVE COEUR WARD 2		
(Vote for) 1		
01 = A. JAMES WANG	384	96.24
02 = INVALID WRITE-IN	15	3.76
	01	02
0304 CC4,54	15	1
0314 CC14 MHT53	252	10
0325 CC25	55	2
0352 CC52	25	2
0355 CC55	37	0

	VOTES	PERCENT
COUNCIL MEMBER CREVE COEUR WARD 3		
(Vote for) 1		
01 = ROBERT HOFFMAN	284	97.59
02 = INVALID WRITE-IN	7	2.41
	01	02
0309 CC9,11,16,21,28	242	6
0310 CC10	42	1

	VOTES	PERCENT
COUNCIL MEMBER CREVE COEUR WARD 4		
(Vote for) 1		
01 = SUE BASELEY	248	98.02
02 = INVALID WRITE-IN	5	1.98
	01	02
0301 CC1	168	5
0349 CC49	80	0

	VOTES	PERCENT
ALDERPERSON FRONTENAC WARD 2		
(Vote for) 1		
01 = JAMIE GRIESEDIECK	184	97.35
02 = INVALID WRITE-IN	5	2.65
	01	02
0327 CC27	184	5

	VOTES	PERCENT
FRONTENAC - PROPOSITION A		
(PROPERTY TAX - GENERAL PURPOSES)		
(Vote for) 1		
01 = YES	111	49.33
02 = NO	114	50.67
	01	02
0327 CC27	111	114

	VOTES	PERCENT
COUNCIL MEMBER LADUE WARD 2		
(Vote for) 1		



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

Meeting: 04/23/18 07:00 PM
Department: Legislative /City Clerk
Category: Discussion
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Swearing in Newly and Re-Elected Officials



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

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

Meeting: 04/23/18 07:00 PM

DOC ID: 2982

COUNCIL MINUTES (ID # 2982)

Council Minutes Dated April 9, 2018



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
APRIL 9, 2018
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, April 9, 2018 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mr. Glantz	Mayor
Mr. Faron	Council Member Ward 1
Ms. Travers	Council Member Ward 1
Mrs. Lawrence	Council Member Ward 2
Mr. Ruzicka	Council Member Ward 2
Mrs. D'Alfonso	Council Member Ward 3
Dr. Hoffmann	Council Member Ward 3
Dr. Saunders	Council Member Ward 4
Mrs. Baseley	Council Member Ward 4

COMMENTS FROM THE GENERAL PUBLIC

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

No one requested to speak.

ACCEPTANCE OF THE AGENDA

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

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

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



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300 NORTH NEW BALLAS RD
APRIL 9, 2018
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ANNOUNCEMENTS

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

PUBLIC HEARING - Capital Improvement Plan for Fiscal Years 2019 through 2023

A presentation was made by Sharon Stott, Assistant City Administrator, regarding the Capital Improvement Plan for Fiscal Years 2019 through 2023. Mark Perkins and Jim Heines also spoke during the presentation.

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

1. CONSENT AGENDA

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

a. Council Minutes Dated March 26, 2018

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

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

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

BILLS PAYABLE REPORT

For Information Only

Summary: For your information attached is a listing of invoices paid from March 2, 2018 to April 4, 2018 in the amount of \$473,520.99. No vote is required.



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UNFINISHED BUSINESS

2. Substitute Bill No. 5698 - an Ordinance Amending Section 405.390 (D)(2)(B)(1) of the Planned Commercial Development Requirements of the Code of Ordinances of the City of Creve Coeur to Allow for Secondary Access to a Side Road. Final Reading and Passage

City Clerk read Substitute Bill No. 5698 for the final time.

Council Member Faron moved, seconded by Council Member Hoffman to approve Substitute Bill No. 5698.

Jason Jaggi gave an update to this application and the reasons for the additional clarifications.

Council Member Saunders moved, seconded by Council Member D'Alfonso to accept the Substitute Bill No. 5698 as presented, with the vote upon such motion being 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.

Council Member Lawrence asked what would the overall city impact be on city streets and how will this change the view of future applications and projects.

Jason Jaggi stated when the city has planned commercial developments that have access to a side street in addition to secondary access to a side street, we can expect that the applicants would be proposing access to those side streets.

Pati Trout resident of 309 S Mosely Road stated she is confused by the process of the application and has attended all meetings regarding this application and the HBE application. There are significant changes to this bill and Council should send back to Planning and Zoning for reconsideration for the substitution.



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Scott Shaw resident of 819 Mosley Road stated diverting truck traffic onto Mosley would be dangerous for all residents living along Mosley.

Mel Klearman resident of 739 Bergerac Drive asked what the gross weight limits are for the road and has a review of the structural integrity of the road been completed.

Council Member Lawrence asked if there is a weight limit on the road.

Jim Heines stated there is.

Council Member Ruzicka asked if there is or is not.

Jim Heines stated there is a limit but no signs on the street.

Council Member D'Alfonso asked if construction vehicles could be limited.

Jim Heines stated yes and the request can be made during construction.

Jason Jaggi stated some of the benefits to side access streets is important to note that many of our commercial developments along Olive Blvd currently have access to side streets to access signalization. This is not a unique condition for a development.

Diana Sprick stated the city cannot limit traffic on Mosley Road and has nothing to do with a grant and the signs need to be put back up.

Betsy Clemons resident of 6 Ladue Meadows stated the signal at Olive and Mosley is going to have to be reprogrammed if access is allowed. Currently the average waiting time is excess of five minutes to get onto Olive Blvd.

Mayor Glantz called the question to approve Substitute Bill No. 5698, with the vote upon such motion being as follows, to-wit:

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



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The vote on the motion being 6 ayes and 2 nays, motion carried. Substitute Bill No. 5698 becomes Ordinance No. 5578.

3. Bill No. 5699 - an Ordinance Authorizing a Change of Zoning from “CB” Core Business District to “PCD” Planned Commercial Development and Approving a Site Development Plan for 9.92 Acres Located at 11318 Olive Boulevard. Final Reading and Passage

City Clerk read Bill No. 5699 for the final time.

Council Member Hoffman moved, seconded by Council Member Faron to approve Bill No. 5699.

Jason Jaggi gave an update to this application and the reasons for the additional clarifications regarding fencing, cross access and window tint.

Council Member Hoffman asked the traffic engineer that if traffic backs up will MoDOT change the signalization.

Kelly Schaeffer, traffic engineer or George Stock and Associates stated MoDOT reassesses Olive Blvd every five years and MoDOT would assess if requested.

Council Member Baseley stated she would like to see cross access there no matter what development is constructed on the site.

Council Member Ruzicka stated there are already issues with the traffic signal at Mosley and Olive Blvd.

Council Member D’Alfonso stated PCD zoning gives flexibility to the city and the applicant on how the development is constructed. Even if this ordinance does not pass, a hotel could still be built on this site.

Jason Jaggi stated that is correct.

Council Member D’Alfonso asked would cross access still be required.

Council Member Baseley stated cross access is important to the city and asked if the applicant would consider.

Council Member Lawrence asked if the out buildings would go through the same process for development.

Jason Jaggi stated yes.



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Council Member Lawrence stated she would like to see more landscaping along the entrance and the current dead trees removed and additional restrictions for weekend deliveries.

Council Member Hoffman moved, seconded by Council Member Saunders to accept Substitute Bill No. 5699 as presented, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Ruzicka asked the number of parking spaces and asked for the plan of over flow parking.

Jason Jaggi stated there are 536 spaces planned with no overflow parking anticipated.

Timothy Tryneicki of Armstrong Teasdale representative on behalf of the applicant made a presentation and requested Council to allow applicant to deal with the cross access issue once applying for the CUP.

Council Member Baseley stated she wants the cross access now if Mosley Road gets backed up.

Fritz Kummer stated the hotel that will be built is the newest tapestry brand by Hilton and reviewed the design.

Vickie Lewis designer for the project reviewed proposed interior design.

Council Member D’Alfonso asked how long the franchise with Hilton is good for.

Fritz Kummer stated until 2039.

Council Member Ruzicka asked about the crime statistics for the current hotels.



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Chief Eidman reviewed the statistics over the last three years for both properties.

Carol Lipmann resident of 11226 Mosley Manor Court read and submitted a letter for the record. (Exhibit A)

Betty Miller resident of 719 Ladue stated she is opposed to the development due to the possibility of the increase in traffic.

Pati Trout resident of 309 S Mosley Road stated she contacted Hilton and there is no contract that has been signed by the applicant, despite the presentation. Requested Council reject the rezoning as it is not right for the area.

Scott Shaw resident of 810 N Mosley Road stated the proposed development is wrong for the location, increase in traffic will adversely affect the residents and there are no plans for overflow parking.

Tim Broughton resident of 6 Ladue Meadows stated approving this application would erode the buffer between commercial and residential even further.

Marty Kohn resident of 32 Mosley Road read and submitted a statement for the record. (Exhibit B)

Ray Mueller resident of 719 Fairways Circle stated traffic is already an issue and property lines are parallel with HBE and will be able to see right over the proposed fence.

Theresa Ruzicka resident of Fairways Circle stated there are already issues with the traffic signal at Olive Blvd and Mosley.

Betsy Clemons stated there are issues with traffic on Mosley currently and increased commercial traffic will only make matter worse.

Ted Bartelstone resident of 525 Fairways Circle stated Mosley is a thoroughfare for school buses and adding commercial traffic will put everyone at risk.

Council Member Lawrence moved, seconded by Council Member Hoffman to amend Substitute Bill No. 5699, by limiting delivery trucks on weekends to 9 am to 4 pm and weekdays from 7 am to 4 pm, with the vote upon such motion being as follows, to-wit:

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



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

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

Council Member Ruzicka moved to defer any further action on Substitute Bill No. 5699 until Council has had a chance to review all the new information and changes.

Motion died due to lack of second.

Council Member Faron read a statement and submitted it for the record. (Exhibit C)

Carl Lumley stated Section C.2.b should be amended to add the language to make clear that any restaurant CUP decision to be made later and be amended as follows: “this ordinance does not approve any conditional use, including for any restaurant, located in what are referred to herein for convenience as a free standing retail, commercial and restaurant buildings. Applicant must separately seek and obtain all such approvals.”

Council Member Lawrence moved, seconded by Council Member Saunders to amend and include language as reviewed for Section C.2.b, with the vote upon such motion being 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.

Council Member D’Alfonso moved, seconded by Council Member Saunders to exclude limited service, buffets and snack bars as types of restaurants, with the vote upon such motion being as follows, to-wit:



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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.

Jason Jaggi stated for clarification regarding the intention, because limited service restaurants are a separate, independent use that is not the same as a buffet or cafeteria. A limited service restaurant may be a Panera or something similar.

Council Member Ruzicka stated there are a lot of amendments taking place and this should be tabled so that Council has time to review all changes and a corrected ordinance.

Council Member Faron stated he is not sure that more discussion and time is going to change anyone’s decision and would like to see the applicant raise the fence to a taller heights and add landscaping to the south of the property.

Fred Kummer stated by creating cross access it does not create a safe parking lot for the hotel.

Council Member D’Alfonso asked the applicant if this ordinance is approved with the cross access and the applicant decides not to provide the access, what happens.

Carl Lumley stated permits would not be issued.

Mayor Glantz called the question to approve the Substitute Bill No. 5699 as amended, with the vote upon such motion being as follows, to-wit:

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



**MINUTES
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7:00 PM**

The vote on the motion being 4 ayes and 4 nays, motion tied.

Mayor Glantz voted nay.

Motion failed.

4. Bill No. 5700 - an Ordinance Authorizing a Master Sign Plan for Chaminade College Preparatory School Located at 425 S Lindbergh Boulevard, Zoned "A" Single Family Residential. Final Reading and Passage

City Clerk read Bill No. 5700 for the final time.

Council Member Hoffman moved, seconded by Council Member Baseley to approve Bill No. 5700, 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. 5700 becomes Ordinance No. 5579.

5. Bill No. 5703 - an Ordinance Vacating a Former 25 Foot Wide Right-Of-Way as Recorded in Plat Book 353 Page 594, in the St. Louis County Recorder’s Office in the City of Creve Coeur. Final Reading and Passage

City Clerk read Bill No. 5703 for the final time.

Council Member Baseley moved, seconded by Council Member Faron to approve Bill No. 5703, with the vote upon such motion being 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



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The vote on the motion being 8 ayes and 0 nay, motion carried. Bill No. 5703 becomes Ordinance No. 5580.

NEW BUSINESS

- 6. Bill No. 5704 - an Ordinance Authorizing a Master Sign Plan for Lou Fusz Automotive Network to Allow for Additional Signage Specific to Automotive Dealerships Located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road, Zoned GC- General Commercial. First Reading**

City Clerk read Bill No. 5704 for the first time.

Jason Jaggi made a presentation regarding this application.

- 7. Bill No. 5705 - an Ordinance Amending the Adopted 2018 Capital Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments. First Reading**

City Clerk read Bill No. 5705 for the first time.

Lori Obermueller made a presentation regarding this Bill and reviewed the amendments.

- 8. Resolution No. 1344 - a Resolution to Adopt the Capital Improvement Plan for the City of Creve Coeur for Fiscal Years 2019 through 2023.**

City Clerk read Resolution No. 1344.

Council Member Hoffman moved, seconded by Council Member Ruzicka to approve Resolution No. 1344, 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.



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9. Resolution No. 1345 - a Resolution Authorizing the City of Creve Coeur to Enter into a Contract with Bradford Systems in the Amount of \$136,157.00 for the Purchase and Installation of Storage Units, Lockers and Shelving Systems

City Clerk read Resolution No. 1345.

Council Member Baseley moved, seconded by Council Member D'Alfonso to approve Resolution No. 1345, with the vote upon such motion being as follows, to-wit:

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

Chief Eidman stated this was originally expected to be included in the bid for the Police Building but did not include so that it could be purchased with the state contract at a considerable savings.

10. Resolution No. 1346 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract Increase with Horner & Shifrin, Inc., for Design Services Related to a New Sidewalk Along North New Ballas Road for the Not-To-Exceed Amount of \$18,058.00.

City Clerk read Resolution No. 1346.

Council Member Hoffman moved, seconded by Council Member Faron to approve Resolution No. 1346, 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



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

BUSINESS FROM MAYOR AND CITY COUNCIL

11. Council Liaison Reports

No Council liaison reports.

BUSINESS FROM CITY ADMINISTRATOR

Council Member Hoffman moved, seconded by Council Member Baseley to adjourn at 10:05 p.m., with the vote upon such motion being as follows, to-wit:

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

SCHEDULED

Meeting: 04/23/18 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Tracy Brothers
Initiator: Lori Obermoeller
Sponsors:

INVOICES PAID LISTING (ID # 2979)

DOC ID: 2979

Invoices Paid Listing

For your information attached is a listing of invoices paid from April 5, 2018 to April 18, 2018 in the amount of \$322,453.95. 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: April 18, 2018

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 April 5 through April 18, 2018 in the amount of \$322,453.95

Vendor	Purchase Order	AP Invoice	Invoice Date	NameSort	Description	Account	Invoice Amount
No Department - No Division							
02829		041318 PAYROLL	13-Apr-18	DIANA S DAUGHERTY	PAYROLL FOR - 041318	01-00-00-2111	137.50
01605		P1786863	01-Apr-18	WASHINGTON NATIONAL INS CO.	CANCER/INTENSIVE CARE APR 18	01-00-00-2215	268.15
01809		E0132308 4/18	01-Apr-18	UNUM LIFE INSURANCE	WHOLE LIFE APRIL 18	01-00-00-2220	147.37
00174		POST-MAR-2018	09-Apr-18	STATE OF MISSOURI	POST MARCH 2018	01-00-00-2412	348.00
00140		CVC-MAR-2018	12-Apr-18	MISSOURI DEPARTMENT OF REVENUE	CVC MARCH 2018	01-00-00-2413	2,805.00
00291		BL1315 REF	10-Apr-18	PCI INC	REFUND OVERPAYMENT	01-00-00-4402	23.00
00065		BP34285-REF-FEES	17-Apr-18	VOELPEL, MARK S OR SUSAN R	REFUND FEES BLDG PERMIT 34285	01-00-00-4420	122.00
00291		040318-REF-532	03-Apr-18	ST. LOUIS WOODWORKERS GUILD	REFUND ROOM RENTALS MINUS \$5	01-00-00-4540	495.00
02157		SPRING 2018	01-Apr-18	ALL DOGS! DOG TRAINING	PYMNT FOR DOG TRAINING CLASSES	01-00-00-4544	484.00
02168		SPRING 2018	01-Apr-18	KD CANINE TRAINING	PYMNT FOR DOG TRAINING CLASSES	01-00-00-4544	484.00
00140		CVC-MAR-2018	12-Apr-18	MISSOURI DEPARTMENT OF REVENUE	CVC MARCH 2018	01-00-00-4604	(138.38)
Legislative							
00019		132859	01-Apr-18	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL SVS MARCH 2018	01-11-12-6201	9,981.50
02771		237679	31-Mar-18	THURMAN, HOWALD, WEBER, SENKEL & NORRICK LLC	SPECIAL PROSECUTOR SVS MARCH	01-11-12-6201	332.50
00378		MMAA-BRESN-18	01-Apr-18	MISSOURI MUNICIPAL LEAGUE	MMAA RENEWAL BRESNAHAN	01-11-12-6261	45.00
00080		4000-184-5	26-Mar-18	DIERBERGS	FOOD FOR COUNCIL MTG	01-11-12-6264	18.97
00080		55111201354022617	26-Feb-17	DIERBERGS	REFUND SALES TAX	01-11-12-7306	(2.72)
02332		628882	11-Apr-18	ARCH ENGRAVING	BUSINESS AWARDS	01-11-12-7315	268.00
01720		PH-040918	17-Apr-18	MARSHALL, SHERRY CCR	PUB HEARING 4/9/18	01-11-13-6202	130.00
02885		96101	01-Apr-18	GRANICUS LLC	AGENDA MANAGER MTNHL Y FEE	01-11-13-9504	945.70
Administration							
01120		A00017868303C1J	30-Mar-18	ASI	ADMIN FEES 3/1-3/31/18	01-12-11-6203	428.50
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-12-11-6253	104.86
00136		4685	05-Apr-18	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	CHAMBER LUNCH MTG	01-12-11-6264	20.00
MIS							
01891	P002917	17879	01-Apr-18	WINNING TECHNOLOGIES, INC.	PROFESSIONAL IT SERVICES	01-12-51-6202	3,620.00
00117		23250	09-Mar-18	HOME DEPOT	POWER STRIPS/EXTENSION CORDS	01-12-51-6213	78.76
00073		MHW3110	09-Apr-18	CDW-G	HP COLOR LASERJET PRO M452DN	01-12-51-6213	254.21
00073		MHD8515	04-Apr-18	CDW-G	DYMO LABELWRITER 450 TWIN TUR	01-12-51-6213	153.61
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-12-51-6253	62.43
Finance							
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-13-11-6253	52.43
01331		3/20/2018-188754	01-Apr-18	AMERICAN PAYROLL ASSOCIATION	APA MEMBERSHIP-BROHTERS	01-13-11-6262	219.00
Municipal Court							
01693		100363790	04-Apr-18	RICOH USA, INC	MTHLY COPIER FEES 3/23-4/22/18	01-13-14-6213	360.51
Interdepartmental							
01743		842513366 4/18	09-Apr-18	AT&T LONG DISTANCE	LONG DISTANCE CITY HALL	01-13-15-6253	0.76

Vendor	Purchase Order	AP Invoice	Invoice Date	NameSort	Description	Account	Invoice Amount
01743		857595480 4/18	06-Apr-18	AT&T LONG DISTANCE	LONG DISTANCE GARAGE	01-13-15-6253	2.97
01739		314A730714 3/18	25-Mar-18	AT&T	ANALOG LINES	01-13-15-6253	286.24
01739		3145790412 4/18	01-Apr-18	AT&T	SECURITY LINES TAPMEYER	01-13-15-6253	323.32
01739		3149832705 4/18	07-Apr-18	AT&T	MONITOR LINE ICEARENA 4/7-5/6	01-13-15-6253	100.61
00014		0215116040618	06-Apr-18	CHARTER COMMUNICATIONS	SERVICE @ SHOP 4/16-5/15/18	01-13-15-6255	519.32
00045		120303776001	28-Mar-18	OFFICE DEPOT	HIGHLIGHTERS	01-13-15-7312	17.49
00045		120303774001	29-Mar-18	OFFICE DEPOT	ENVELOPES	01-13-15-7312	77.97
00045		120303596001	29-Mar-18	OFFICE DEPOT	FILE STORAGE TONER BATTERIES	01-13-15-7312	184.97
00045		118831465001	27-Mar-18	OFFICE DEPOT	MONITOR STAND	01-13-15-7312	14.61
00045		121579331001	03-Apr-18	OFFICE DEPOT	OFFICE SUPPLIES	01-13-15-7312	327.14
00045		120303775001	04-Apr-18	OFFICE DEPOT	HIGHLIGHTERS FOLDERS	01-13-15-7312	66.27
00045		12474060001	09-Apr-18	OFFICE DEPOT	TONERS	01-13-15-7312	471.96
00045		124076224001	07-Apr-18	OFFICE DEPOT	BINDER INSERTS ADAPTER STRAP	01-13-15-7312	40.97
02858		000008	23-Mar-18	BRYAN SAUDER	NUTRITION COUNSELING 3/22/18	01-13-15-7317	150.00
Building Maintenance							
00567		31301	10-Apr-18	OAKLEY SERVICES, INC.	ANNUAL MAINT ON GENERATOR	01-16-11-6211	1,044.66
00164		071126	05-Apr-18	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANERS PAPER PRODUCTS	01-16-11-6212	192.75
00117		7830998	02-Mar-18	HOME DEPOT	30 CUP COFFEE URN	01-16-11-6212	55.97
00117		3023012	06-Mar-18	HOME DEPOT	FLOOD LIGHTS FOR FIRING RANGE	01-16-11-6212	178.56
00117		23250	09-Mar-18	HOME DEPOT	SUPPLIES TO REPAIR CHAIRS MPR	01-16-11-6212	16.34
00117		23685	19-Mar-18	HOME DEPOT	ITEMS TO HANG PLAQUE	01-16-11-6212	11.95
00054		02556728	04-Apr-18	WALTER KNOLL FLORIST	MTHLY PLANT MAINTENANCE-MAY	01-16-11-6212	80.00
02724	P002886	1273536	31-Mar-18	ISS FACILITY SERVICES	JANITORIAL SERVICES UPPER & LO	01-16-11-6212	2,387.80
00275		55031-62002 4/18	03-Apr-18	AMERENUE	AMEREN ACH DIRECT DEBIT	01-16-11-6250	4,409.61
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-16-11-6253	32.54
00160		0247372-6 4/18	11-Apr-18	MSD	300 N NEW BALLAS 2/28-3/31/18	01-16-11-6254	199.15
00437		041218	12-Apr-18	SAFETY PLUS FIRST AID	FIRST AID BOX SUPPLIES	01-16-11-6271	95.00
00164		071126	05-Apr-18	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANERS PAPER PRODUCTS	01-16-11-7301	125.84
00711		374145306	29-Mar-18	TERMINIX	PEST CONTROL CITY HALL	01-16-11-7301	77.00
01550		313589890	17-Apr-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 4/16/18	01-16-11-7308	4.07
01550		313565491	10-Apr-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 4/9/18	01-16-11-7308	4.07
Police - Admin							
00092		106580	02-Apr-18	ST LOUIS COUNTY TREASURER	APRIL CARE CONTRACT	01-21-11-6202	17.93
02749		JOHROB76	12-Apr-18	FLORISSANT PSYCHOLOGICAL SERVICES INC	PRE-EMPLOYMENT SCREENING	01-21-11-6203	300.00
01378		27023	31-Mar-18	PERSONNEL EVALUATION INC.	5 PERSONNEL EVAL PROFILES	01-21-11-6203	100.00
00965		INV000024027	09-Apr-18	VIP	CAR 2418 WINDOW TINTED	01-21-11-6210	185.00
02870		18-10036	02-Apr-18	CUSTOM VEHICLLE UPFITTERS	DECOMMISSION CAR 2423	01-21-11-6210	80.00
00965		IN0000000722658	04-Apr-18	VIP	WINDOW TINTING CAR 2423	01-21-11-6210	185.00
02870		18-10034	02-Apr-18	CUSTOM VEHICLLE UPFITTERS	CHANGE OVER CAR 2418	01-21-11-6210	295.45
02870		18-10035	02-Apr-18	CUSTOM VEHICLLE UPFITTERS	CHANGE OVER CAR 2423	01-21-11-6210	295.45
02705		INV5149797	10-Apr-18	MARCO TECHNOLOGIES LLC	RECORD ROOM QTRLY COPIER MAINT	01-21-11-6213	201.69
02705		INV5137558	05-Apr-18	MARCO TECHNOLOGIES LLC	MAINT CHIEFS COPIER 3/7-4/6/18	01-21-11-6213	28.34
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-21-11-6253	157.29
00365		041318	13-Apr-18	ST LOUIS AREA POLICE CHIEF'S ASSOCIATION	20 ANNUAL PRAY BREAKFAST TICK	01-21-11-6264	400.00
01425		354846941	06-Apr-18	US BANK	LEASE PYMNT FOR CHIEFS COPIER	01-21-11-6266	137.00
00125	P002971	435751	29-Mar-18	LEON UNIFORM	ENVOY SCABBARD	01-21-11-7302	340.00
00080		0121117304	04-Apr-18	DIERBERGS	WATER & GATORADE	01-21-11-7304	27.98
Police - Investigations							
01228		1432814-20180331	31-Mar-18	LEXISNEXIS	2 MARCH USER FEES	01-21-21-6202	191.34
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-21-21-6253	214.93
Police - Patrol							
02865		125051	16-Apr-18	VALVOLINE LLC	CAR 2407 3000 MILE SVS	01-21-22-6210	48.47
02119		395436	11-Apr-18	DAVE SINCLAIR LINCOLN-MERCURY, INC.	MAINT & BALANCE TWO TIRES	01-21-22-6210	30.00
00095		12-313053	11-Apr-18	DOBBS TIRE & AUTO	4 EXPLORER TIRES	01-21-22-6210	534.08
02751		DPS-18-100	14-Apr-18	DEFENDER PRODUCT SOLUTIONS, LLC	VARIOUS REPAIRS TO VHCL EQUIP	01-21-22-6210	156.25
00669		325376	03-Apr-18	APPLIED CONCEPTS-STALKER RADAR	4 ANTENNA GLASS SUCTION CUP	01-21-22-6210	315.00
02119		395274	06-Apr-18	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2413 REPL RR WINDOW RELAY	01-21-22-6210	161.94
02865		124478	02-Apr-18	VALVOLINE LLC	CAR 2409 3000 MILE SVS AIR FIL	01-21-22-6210	67.66
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-21-22-6253	432.04

Vendor	Purchase Order	AP Invoice	Invoice Date	NameSort	Description	Account	Invoice Amount
Public Works							
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-31-11-6253	339.89
00010		1015461	12-Apr-18	BRANNEKY HARDWARE	SCOOP	01-31-11-7302	12.99
Streets							
02676	P002789	1261-2500003605	09-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	915.90
02676	P002789	1261-2500003606	09-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	915.90
02676	P002789	1261-2500003586	02-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	1,067.80
02676	P002789	1261-2500003585	02-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	828.17
00843		1050111	26-Mar-18	CHART DISTRIBUTION GROUP	OIL, EQUIPMENT CLEANUP MATERIA	01-31-41-6210	357.95
00311		1980977	04-Apr-18	WEBER CHEVROLET	EXHAUST VALVE TRUCK 311	01-31-41-6210	583.62
00270		13276-00	30-Mar-18	TERMINAL SUPPLY CO.	FLASH TUBES FOR TRUCKS	01-31-41-6210	19.28
00117		8780517	01-Mar-18	HOME DEPOT	TRUCK BOX FOR TRK 111	01-31-41-6210	197.31
00117		3412286	06-Mar-18	HOME DEPOT	TOOL BOXES FOR TRKS 111 & 109	01-31-41-6210	315.70
00270		13712-00	02-Apr-18	TERMINAL SUPPLY CO.	PART/LIGHTS FOR TRUCKS	01-31-41-6210	476.05
00270		14224-00	04-Apr-18	TERMINAL SUPPLY CO.	LIGHT BAR FOR TRUCK 112	01-31-41-6210	301.00
00270		13303-00	02-Apr-18	TERMINAL SUPPLY CO.	BEACON LIGHT FOR BUCKET TRK	01-31-41-6210	118.90
00010		1015475	12-Apr-18	BRANNEKY HARDWARE	PLUMBING PARTS FOR GATOR SPRAY	01-31-41-6211	41.19
00843		1050111	26-Mar-18	CHART DISTRIBUTION GROUP	OIL, EQUIPMENT CLEANUP MATERIA	01-31-41-6211	357.95
02880		146356	09-Feb-18	SCOTT'S POWER EQUIPMENT INC	SEAL BIT FOR EQUIPMENT	01-31-41-6211	32.70
00970		1388-266697	03-Apr-18	O'REILLY AUTO PARTS	FILTER FOR TRACTOR	01-31-41-6211	5.68
00270		14427-00	04-Apr-18	TERMINAL SUPPLY CO.	LIGHT FOR CHIPPER	01-31-41-6211	33.07
01550	P002777	313565490	10-Apr-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-6212	4.39
00010		1015104	03-Apr-18	BRANNEKY HARDWARE	RAMPS FOR GARAGE	01-31-41-6212	38.49
00896		100428	29-Mar-18	SHAPIRO SALVAGE & SUPPLY CO.	MATERIAL FOR RAMP	01-31-41-6212	81.00
00117		220566	09-Mar-18	HOME DEPOT	KEY BOX FOR SHOP	01-31-41-6212	77.59
00593		15125	31-Mar-18	THE GREENWOOD GROUP LLC	LAWN APPLICATON OLIVE/270	01-31-41-6212	925.00
00128		S3884385.001	27-Mar-18	FROST ELECTRIC	LIGHTS FOR OLIVE BRIDGE DECK	01-31-41-6212	610.10
00275		55031-62002 4/18	03-Apr-18	AMERENUE	AMEREN ACH DIRECT DEBIT	01-31-41-6250	1,058.77
02646	P002869	00016-1	11-Apr-18	CBB	REMOVE & REPLACE LIGHT POLE	01-31-41-6251	22,833.72
02646	P002781	00016-2	11-Apr-18	CBB	TRAFFIC SIGNAL SERVICE-	01-31-41-6251	5,444.72
00275		55031-62002 4/18	03-Apr-18	AMERENUE	AMEREN ACH DIRECT DEBIT	01-31-41-6251	10,034.46
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-31-41-6253	117.43
02659		0347-000210495	31-Mar-18	JOHNNY ON THE SPOT #347	PORTA JOHN RENTAL 2 LOCATIONS	01-31-41-6266	102.00
01980		9303081	10-Apr-18	BLUE CHIP EXTERMINATING	PEST CONTROL GARAGE APRIL	01-31-41-7301	26.50
00010		1015564	13-Apr-18	BRANNEKY HARDWARE	KITCHEN SUPPLIES	01-31-41-7302	14.99
00010		1015564	13-Apr-18	BRANNEKY HARDWARE	KITCHEN SUPPLIES	01-31-41-7304	12.98
00411		2515	31-Mar-18	N.B. WEST CONTRACTING CO.	COLD PATCH FOR POTHOLE	01-31-41-7305	155.10
00099		1487629	31-Mar-18	CEEKAY SUPPLY	GAS RENTAL-MARCH 18	01-31-41-7307	58.65
01550	P002777	313565490	10-Apr-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-7308	63.82
00692		571418	04-Apr-18	ST LOUIS SAFETY, INC.	HOODIE SWEATSHIRT	01-31-41-7308	24.00
00165		TRFINV000605	05-Apr-18	NEWMAN TRAFFIC SIGNS	NEW SIGNS FOR GOVT BLDG	01-31-41-7311	156.03
01979		D-57644	28-Mar-18	FASTSIGNS OF BRIDGETON	SIGN FOR PD BLDG DIRECTIONS	01-31-41-7311	372.00
00117		9025806	28-Feb-18	HOME DEPOT	PAINTING SUPPLIES	01-31-41-9501	66.27
00117		9055197	28-Feb-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	223.82
00117		9080100	28-Feb-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	9.96
00117		7055301	02-Mar-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	79.90
00117		1010503	08-Mar-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	34.98
00117		13161	09-Mar-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	217.82
00117		7013428	12-Mar-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	34.98
00117		4023588	15-Mar-18	HOME DEPOT	SUPPLIES FOR OFFICE IMPROVEMNT	01-31-41-9501	55.97
00117		3013782	16-Mar-18	HOME DEPOT	PAINT SUPPLIES	01-31-41-9501	63.96
00117		9022102	20-Mar-18	HOME DEPOT	SUPPLIES FOR OFFICE IMPROVEMEN	01-31-41-9501	550.93
00117		8093279	21-Mar-18	HOME DEPOT	SUPPLIES FOR OFFICE IMPROVMENT	01-31-41-9501	48.41
Health & Environment							
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-31-42-6253	32.50
Parks							
02676	P002789	1261-2500003605	09-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	305.30
02676	P002789	1261-2500003606	09-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	305.30
02676	P002789	1261-2500003586	02-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	355.93

Vendor	Purchase Order	AP Invoice	Invoice Date	NameSort	Description	Account	Invoice Amount
02676	P002789	1261-2500003585	02-Apr-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	276.06
00311		1980977	04-Apr-18	WEBER CHEVROLET	EXHAUST VALVE TRUCK 311	01-31-43-6210	194.54
00270		13276-00	30-Mar-18	TERMINAL SUPPLY CO.	FLASH TUBES FOR TRUCKS	01-31-43-6210	6.43
00117		8780517	01-Mar-18	HOME DEPOT	TRUCK BOX FOR TRK 111	01-31-43-6210	65.77
00117		3412286	06-Mar-18	HOME DEPOT	TOOL BOXES FOR TRKS 111 & 109	01-31-43-6210	105.24
00270		13712-00	02-Apr-18	TERMINAL SUPPLY CO.	PART/LIGHTS FOR TRUCKS	01-31-43-6210	158.68
00270		14224-00	04-Apr-18	TERMINAL SUPPLY CO.	LIGHT BAR FOR TRUCK 112	01-31-43-6210	100.34
00270		13303-00	02-Apr-18	TERMINAL SUPPLY CO.	BEACON LIGHT FOR BUCKET TRK	01-31-43-6210	39.63
00010		1015475	12-Apr-18	BRANNEKY HARDWARE	PLUMBING PARTS FOR GATOR SPRAY	01-31-43-6211	13.73
02880		146356	09-Feb-18	SCOTT'S POWER EQUIPMENT INC	SEAL BIT FOR EQUIPMENT	01-31-43-6211	10.90
02880		137168	31-Jul-17	SCOTT'S POWER EQUIPMENT INC	WEED EATER HEAD	01-31-43-6211	39.99
00970		1388-266697	03-Apr-18	O'REILLY AUTO PARTS	FILTER FOR TRACTOR	01-31-43-6211	17.05
00270		14427-00	04-Apr-18	TERMINAL SUPPLY CO.	LIGHT FOR CHIPPER	01-31-43-6211	11.03
00117		2055654	07-Mar-18	HOME DEPOT	PARTS FOR PARK BATHROOMS	01-31-43-6212	158.87
00117		6023382	13-Mar-18	HOME DEPOT	TARP FOR HACKMANN CABINS	01-31-43-6212	39.55
00117		21908	19-Mar-18	HOME DEPOT	LAKE SCHOOL WINDOW SUPPLIES	01-31-43-6212	66.20
00010		1015183	06-Apr-18	BRANNEKY HARDWARE	HARDWARD FOR PARK BENCHES	01-31-43-6212	21.89
00275		55031-62002 4/18	03-Apr-18	AMERENUE	AMEREN ACH DIRECT DEBIT	01-31-43-6250	1,366.59
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-31-43-6253	32.50
00160		0578025-9 3/18	23-Mar-18	MSD	1000 BARNES WEST 1/31-2/28/18	01-31-43-6254	24.47
00160		0578184-4 3/18	23-Mar-18	MSD	601 COEUR DE VILLE 1/31-2/28/1	01-31-43-6254	24.47
00160		0034325-1 0418	11-Apr-18	MSD	11370 ST PAUL 2/28-3/31/18	01-31-43-6254	24.47
00160		0567312-4 4/18	12-Apr-18	MSD	10620 COUNTRY VIEW 2/28-3/31	01-31-43-6254	24.47
02659		0347-000210495	31-Mar-18	JOHNNY ON THE SPOT #347	PORTA JOHN RENTAL 2 LOCATIONS	01-31-43-6266	102.00
01980		9303081	10-Apr-18	BLUE CHIP EXTERMINATING	PEST CONTROL GARAGE APRIL	01-31-43-7301	26.50
00117		7061482	22-Mar-18	HOME DEPOT	SMALL TOOLS PARKS	01-31-43-7302	90.08
00209		292826/1	13-Apr-18	KIRKWOOD MATERIAL SUPPLY	CHOC MULCH FOR PARKS/CITYHALL	01-31-43-7303	107.00
00209		292829/1	13-Apr-18	KIRKWOOD MATERIAL SUPPLY	CHOC MULCH FOR PARKS CITYHALL	01-31-43-7303	107.00
00209		292705/1	12-Apr-18	KIRKWOOD MATERIAL SUPPLY	MULCH FOR CITY HALL	01-31-43-7303	80.25
00209		292773/1	12-Apr-18	KIRKWOOD MATERIAL SUPPLY	CHOC MULCH FOR PARKS CITYHALL	01-31-43-7303	107.00
00209		292737/1	12-Apr-18	KIRKWOOD MATERIAL SUPPLY	CHOC MULCH FOR PARKS CITYHALL	01-31-43-7303	80.25
01352		489499	12-Apr-18	ST LOUIS COMPOSTING, INC.	DIRT FOR ROSE PLANTERS MEDIANS	01-31-43-7303	136.00
01352		489584	12-Apr-18	ST LOUIS COMPOSTING, INC.	DIRT FOR ROSE PLANTERS	01-31-43-7303	34.00
01352		55836	05-Apr-18	ST LOUIS COMPOSTING, INC.	BROWN WALNUT MULCH PARKS	01-31-43-7303	489.00
00209		292093/1	05-Apr-18	KIRKWOOD MATERIAL SUPPLY	CHOCOLATE MULCH PARKS	01-31-43-7303	107.00
00099		1487629	31-Mar-18	CEEKAY SUPPLY	GAS RENTAL-MARCH 18	01-31-43-7307	19.55
01550	P002777	313565490	10-Apr-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-43-7308	21.27
00692		571418	04-Apr-18	ST LOUIS SAFETY, INC.	HOODIE SWEATSHIRT	01-31-43-7308	8.00
Planning							
00213		040318-1	03-Apr-18	MCLAUGHLIN COURT REPORTING SERVICES, INC	4/2/18 PH 18-012	01-32-11-6202	119.00
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-32-11-6253	104.86
00303		743711471	30-Mar-18	MISSOURI LAWYERS MEDIA	NOTICE PH 18-016	01-32-11-6260	46.40
00303		743711473	30-Mar-18	MISSOURI LAWYERS MEDIA	NOTICE PH 18-017	01-32-11-6260	45.24
Building Inspections							
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	01-32-61-6253	233.80
00045		120663143001	29-Mar-18	OFFICE DEPOT	DRAFTING TABLE	01-32-61-9504	149.99
Capital Fund							
02833	P002899	PYMNT APP #4	07-Mar-18	DEKA SERVICE	HVAC IMPROVEMENTS	02-61-71-9506-18309	3,003.05
01145	P002823	PROJ1730-1	28-Mar-18	CONRAD-LUTZ & ASSOCIATES	HVAC DESIGN FOR DRC	02-61-71-9506-18309	800.00
00880	P002985	PYMNT APP #1	31-Mar-18	INTUITION & LOGIC	ENGINEERING DESIGN SERVICES	02-61-71-9509-17515	862.50
02148	P002897	PYMNT APP #2	30-Mar-18	THOUVENOT, WADE & MOERCHEN, INC.	SIDEWALK SURVEY & DESIGN	02-61-71-9510-16720	1,428.00
00291		PARCEL-6 4/18	06-Apr-18	MISCELLANEOUS REFUNDS/REIMBURSEMENTS	EASEMENT-DESMET PARCEL#6	02-61-71-9510-17710	502.00
00291		PARCEL-6 4/18	06-Apr-18	DESMET JESUIT HIGH SCOOL	EASEMENT SIDEWALK PROJECT P-6	02-61-71-9510-17710	502.00
00303		743728082	12-Apr-18	MISSOURI LAWYERS MEDIA	AD LADUE EST REHAB PRJ PHASE 1	02-61-71-9510-18709	386.40
Ice Arena							
00734		33056615	07-Mar-18	TAYLORMADE	SPECIAL ORDER CLUBS	06-00-00-1622	851.66
00121		928874308	19-Mar-18	CALLAWAY GOLF	BALLS FOR RESALE	06-00-00-1625	49.40
01940		085950	02-Apr-18	ADVERTISING PREMIUM SALES, INC.	SHIRTS FOR RESALE	06-00-00-1628	334.88
01940		085949	02-Apr-18	ADVERTISING PREMIUM SALES, INC.	SHIRTS FOR RESALE	06-00-00-1628	621.20

Vendor	Purchase Order	AP Invoice	Invoice Date	NameSort	Description	Account	Invoice Amount
00048		222070	10-Apr-18	PAVYER	OLY BLADE SHARPENING	06-14-31-6211	78.10
00711		374200602	09-Mar-18	TERMINIX	PEST CONTROL	06-14-31-6212	36.50
00275		1801001713 3/18	14-Mar-18	AMERENUE	AMEREN ACH 2/11-3/12/18	06-14-31-6250	6,268.03
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	06-14-31-6253	104.86
01550		313565492	10-Apr-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7301	7.91
00164		071262	12-Apr-18	NEW SYSTEM CARPET & BUILDING CARE LTD.	LATEX GLOVES	06-14-31-7301	36.25
02795		3077195501	06-Apr-18	AMERIGAS PROPANE	OLY PROPANE	06-14-31-7307	402.30
01550		313565492	10-Apr-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7308	5.89
Golf Maintenance							
00970		1852-216279	23-Jan-18	O'REILLY AUTO PARTS	BATTERY OIL FILTER	06-14-32-6211	132.62
00209		292751/1	12-Apr-18	KIRKWOOD MATERIAL SUPPLY	LOAD OF MULCH	06-14-32-6212	107.00
00209		292624/1	11-Apr-18	KIRKWOOD MATERIAL SUPPLY	4 YARDS OF MULCH	06-14-32-6212	107.00
00458		708525854	31-Mar-18	LAFARGE NORTH AMERICA, INC.	TOPDRESS SAND FOR GREENS	06-14-32-6212	726.66
00209		292210/1	06-Apr-18	KIRKWOOD MATERIAL SUPPLY	LOAD OF MULCH	06-14-32-6212	133.75
00023		12172816	27-Mar-18	FRED WEBER	GABION ROCK	06-14-32-6212	138.93
00275		0639074006 3/18	14-Mar-18	AMERENUE	AMEREN ACH 2/11-3/12/18	06-14-32-6250	12.03
00275		7072604119 3/18	14-Mar-18	AMERENUE	AMEREN ACH 2/11-3/12/18	06-14-32-6250	175.46
01048		9804519795	01-Apr-18	VERIZON WIRELESS	CELL PHONES 3/2-4/1/18	06-14-32-6253	52.43
00010		1015463	12-Apr-18	BRANNEKY HARDWARE	TREE FENCING	06-14-32-7302	24.99
00173		IN148069	04-Apr-18	SUPREME TURF PRODUCTS	RENOVATE PLUS FOR GREENS	06-14-32-7303	385.00
Pro Shop							
00711		374200602	09-Mar-18	TERMINIX	PEST CONTROL	06-14-33-6212	36.50
00275		9601003815 3/18	14-Mar-18	AMERENUE	AMEREN ACH 2/9-3/12/18	06-14-33-6250	1,312.41
00080		5336-153-5	06-Apr-18	DIERBERGS	TOURNEY PRIZES	06-14-33-7304	25.98
01140		56990	03-Apr-18	ARCHWAY BOWLING & TROPHY	TROPHIES/AWARDS MASTER MAYHEM	06-14-33-7304	292.00
00121		928874308	19-Mar-18	CALLAWAY GOLF	SHIPPING	06-14-33-8324	0.06
01940		085950	02-Apr-18	ADVERTISING PREMIUM SALES, INC.	SHIPPING	06-14-33-8325	0.21
01940		085949	02-Apr-18	ADVERTISING PREMIUM SALES, INC.	SHIPPING	06-14-33-8325	0.11
Snack Bar							
01550		313565492	10-Apr-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-34-7301	1.87
00249		221476	06-Apr-18	AMERICAN CARNIVAL MART	CATERING SUPPLIES/CONCESSION	06-14-34-7304	99.01
00080		4954-111-5	17-Mar-18	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	64.97
00080		3288-136-5	22-Mar-18	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	25.62
00080		5336-153-5	06-Apr-18	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	92.31
00080		6524-113-5	24-Mar-18	DIERBERGS	WINE FOR RESALE	06-14-34-8316	101.87
01491		67842034	05-Apr-18	FARMER BROS. COFFEE	COFFEE/COLA RESALE	06-14-34-8317	163.27
01471		103080	05-Apr-18	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	258.93
Sewer Lateral Fund							
00188		030918 301	09-Mar-18	FINNEGAN, BARB	SEWER LATERAL REPAIR REIMBURSE	11-61-93-9315	1,512.50
00188		022618-2 298	26-Feb-18	COHEN, KATHRYN	COHEN SEW/LAT REIMBURSEMENT	11-61-93-9315	190.00
Police Building Fund							
00447		4415	01-Feb-18	THE DANIEL & HENRY CO.	BUILDERS RISK INS	15-61-71-6203-17107	1,017.00
02433	P002855	15-0147-10/17	28-Dec-17	THD DESIGN GROUP, INC.	PREPERATION OF BOUNDARY	15-61-71-6203-17107	1,400.00
02735	P002842	16063-0017	02-Apr-18	PARIC CORPORATION	OWNERS REP SERVICES FOR PROPOS	15-61-71-6203-17107	10,375.00
02860	P002963	APP-3	31-Mar-18	UNITED CONSTRUCTION ENT. CO OF ST.LOUIS INC.	POLICE BUILDING CONSTRUCTION &	15-61-71-9501-17107	192,000.00
							322,453.95



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

Meeting: 04/23/18 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5704 - an Ordinance Authorizing a Master Sign Plan for Lou Fusz Automotive Network to Allow for Additional Signage Specific to Automotive Dealerships Located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road, Zoned GC- General Commercial. Final Reading and Passage

Stephen Hollander, of SJ Hollander Architects, on behalf of Lou Fusz Automotive Network, has submitted a request for a master sign plan for the properties located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road to allow for additional signage specific to automotive dealership brand identity. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The Lou Fusz Campus, east of Lindbergh Blvd. is approximately 11.3 acres. The Planning and Zoning Commission recommended approval with certain conditions at it's meeting on April 2, 2018.

Ordinance

Meeting of April 23, 2018

BILL NO. 5704

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MASTER SIGN PLAN FOR LOU FUSZ AUTOMOTIVE NETWORK TO ALLOW FOR ADDITIONAL SIGNAGE SPECIFIC TO AUTOMOTIVE DEALERSHIPS LOCATED AT 925 AND 1025 N. LINDBERGH BOULEVARD, 10329 OLD OLIVE STREET ROAD AND 10383 OLD OLIVE STREET ROAD, ZONED GC- GENERAL COMMERCIAL

WHEREAS, Stephen Hollander, of SJ Hollander Architects, on behalf of Lou Fusz Automotive Network, has submitted a request for a master sign plan pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, for the properties located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road to allow for additional signage specific to automotive dealership brand identity; and

WHEREAS, the boundaries of the Master Signage Plan will be for the Lou Fusz Automotive Network west of Lindbergh Boulevard, including all existing and proposed signage, except as modified herein, as demonstrated in the Master Sign Plan and attached as 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 April 2, 2018, 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

WHEREAS, the Planning and Zoning Commission reviewed and, by 6-0 vote, recommended approval of the master sign plan, subject to the conditions contained herein, at its meeting on April 2, 2018; and

WHEREAS, the City Council being fully informed finds that approving the Plan, subject to certain conditions, 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 is in the public interest; 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

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

SECTION 1: A Master Sign Plan is approved for the Lou Fusz Automotive Network, generally located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road, in the GC-General Commerical zoning district whose legal description is as follows:

Legal Description Kia site

A tract of land in the Northwest $\frac{1}{4}$ of Section 1 Township 45 North Range 5 East being more particularly described as follows: Beginning at the intersection of the West line of property conveyed to Willow Brook Construction Co. by deed recorded in Book 5311 page 19 of the St.

BILL NO. 5704

ORDINANCE NO. _____

Louis County Records with the North line of Old Olive Street Road 60 feet wide; thence North 0° 16' East along the West line of said Willow Brook Construction Co. property, a distance of 339.77 feet to a point in the South line of property conveyed to Gordon Wolff by deed recorded in book 5490 page 449 of the St. Louis County Records; thence South 89° 23' East along the South line of said property conveyed to Gordon Wolff a distance of 12 feet to the Southeast corner of said Wolff property; thence Northwardly along the East line of said Wolff property a distance of 58.08 feet to a point in the South line of property conveyed to Harry J. Talbot and wife by deed recorded in Book 2446 page 41 of the St. Louis county Records; thence North 0° 16' 20" East a distance of 112 feet; thence South 89° 28' East a distance of 431.61 feet to a point in the West line of Lindbergh Boulevard, 100 feet wide; thence Southwardly along the West line of Lindbergh Boulevard, along the arc of a curve to the left, having a radius of 1959.85 feet a distance of 247.75 feet; thence continuing along the West line of Lindbergh Boulevard South 1° 56' west a distance of 278.20 feet to a point; thence South 48° 39' 30" West a distance of 27.42 feet to a point in the North line of Old Olive Street Road; thence North 84° 37' West along the North line of Old Olive Street Road, a distance of 393.80 feet to the point of beginning, according to a survey thereof executed by Jack L. Norman, Surveyor, during the month of July 1964.

Legal Description Preowned site

A tract of land being part of Lot 1 of Gustav Guelbreth's Subdivision and part of the Northwest Quarter of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, described as beginning at an old iron pipe in the Northern line of Old Olive Street Road, 60 feet wide, and being distant South 84 degrees 37 minutes East, 409.64 feet from the intersection of the Northern line of Old Olive Street Road with the Eastern line of a road 50.16 feet wide, on the West line of Lot 2 of said Subdivision; thence North 0 degrees 19 minutes East, 330.48 feet to an old iron pipe; thence South 89 degrees 23 minutes East, 110.00 feet to an iron pipe; thence South 0 degrees 16 minutes West, 339.66 feet to an iron pipe in the Northern line of Old Olive Street Road; thence along the Northern line of Old Olive Street Road North 84 degrees 37 minutes West, 110.44 feet to the point of beginning, containing 0.846 acres according to a survey thereof made by Kopp & Steele Surveying Company on July 20, 1948.

Legal Description Collision Center site

Part of Lots 1 and 2 of Gustav Guelbreth's Subdivision in Northwest 1/4 of Section 1, Township 45 North, Range 5 East, in St. Louis County, Missouri, and described as: Beginning at an iron pipe at the intersection of the North line of Old Olive Street Road, 60 feet wide with East line of a Road 50.16 feet wide and being the Southwest corner of said Lot 2, thence North 0 degrees 16 minutes East 296.44 feet along West line of Lot 2 to an iron pipe, thence South 89 degrees 23 minutes East 408 feet to an iron pipe; thence South 0 degrees 16 minutes West 330.48 feet to an iron pipe in North line of Olive Street Road, thence North 84 degrees 37 minutes West 409.64 feet along North line of Old Olive Street Road to a point of beginning, containing 2.936 acres.

Legal Description Mazda site

A tract of land in the Northern 1/2 of the Northwest 1/4 of Section 1 Township 45 North Range 5 East in St. Louis County, Missouri, and being a part of Lot or Share C as shown on the plat accompanying Commissioner's Report in the Partition Suit of Mathew Legg, et al, vs. Gustave Gulberth in the St. Louis Land Court, October Term, 1865 as described in the following: Beginning at a point in the South line of Old Olive Street Road, 60 feet wide, at its intersection with the West line of tract of land conveyed to Jacob J. Cohen and wife by deed recorded in Book 1439 page 424, thence South 2 degrees 14 minutes West and along said West line a distance of 320 feet to a point, said last mentioned point being also the Northern line of property now or formerly of St. Louis Suburban Teachers Association, Inc.; thence South 84 degrees 32 minutes East and

BILL NO. 5704

ORDINANCE NO. _____

parallel with the South line of Old Olive Street Road a distance of 295.74 feet to a point; thence South 79 degrees 54 minutes 40 seconds East a distance of 40.91 feet to a point in the Western line of Lindbergh Boulevard, as widened; thence North 2 degrees 4 minutes 10 seconds East, a distance of 298.36 feet to a point; thence North 41 degrees 13 minutes 55 seconds West, a distance of 36.55 feet to a point in the Southern line of said Old Olive Street Road; thence North 84 degrees 32 minutes West along the South line of Old Olive Street Road, a distance of 310.44 feet to the point of beginning, and containing 2.456 acres, more or less.

SECTION 2: Such approval of the Master Signage Plan for the Lou Fusz campus shall be subject to the following conditions:

1. The Applicant shall follow the Master Signage Plan received March 29, 2018 for all new or altered signage on the campus, as approved by the City of Creve Coeur, except as modified below. 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.
2. The Applicant shall submit sign permit for any new sign.
3. The Preowned building sign shall be reduced to a maximum sign area of 50 square feet within a single rectangle.
4. The existing "Kia" sign over the service doors on the south west end of the building at 1025 N. Lindbergh Boulevard shall be removed. A directional Service sign may be permitted provided it meets with the lettering style and font size as elsewhere on the campus and limited to 15 sq. ft.
5. The existing ground monument sign at 925 N. Lindbergh Boulevard shall be revised indicating that the base of the structure shall have a solid base of at least one (1) foot in height with brick, stone or other material to match the related buildings, to be consistent with Section 405.950(C)(3) Design Standards for low monument signs.
6. The ground sign identified on the site plan NO1 is to be relocated to the Lou Fusz Preowned Site, and have a maximum sign area of 30 sq. ft., no more than 6 feet in height, and a maximum depth of 14 inches, to be consistent with Section 405.950(C)(1)(a) Low Monument Signs
7. Should the pre-existing, non-conforming pylon sign at 1025 N. Lindbergh Boulevard be removed, damaged, or destroyed beyond 50% of the value, any new sign shall comply with the current Sign Regulation for a low monument signs.
8. No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.940(E)(5).

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

ADOPTED THIS _____ DAY OF _____, 2018

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

BILL NO. 5704

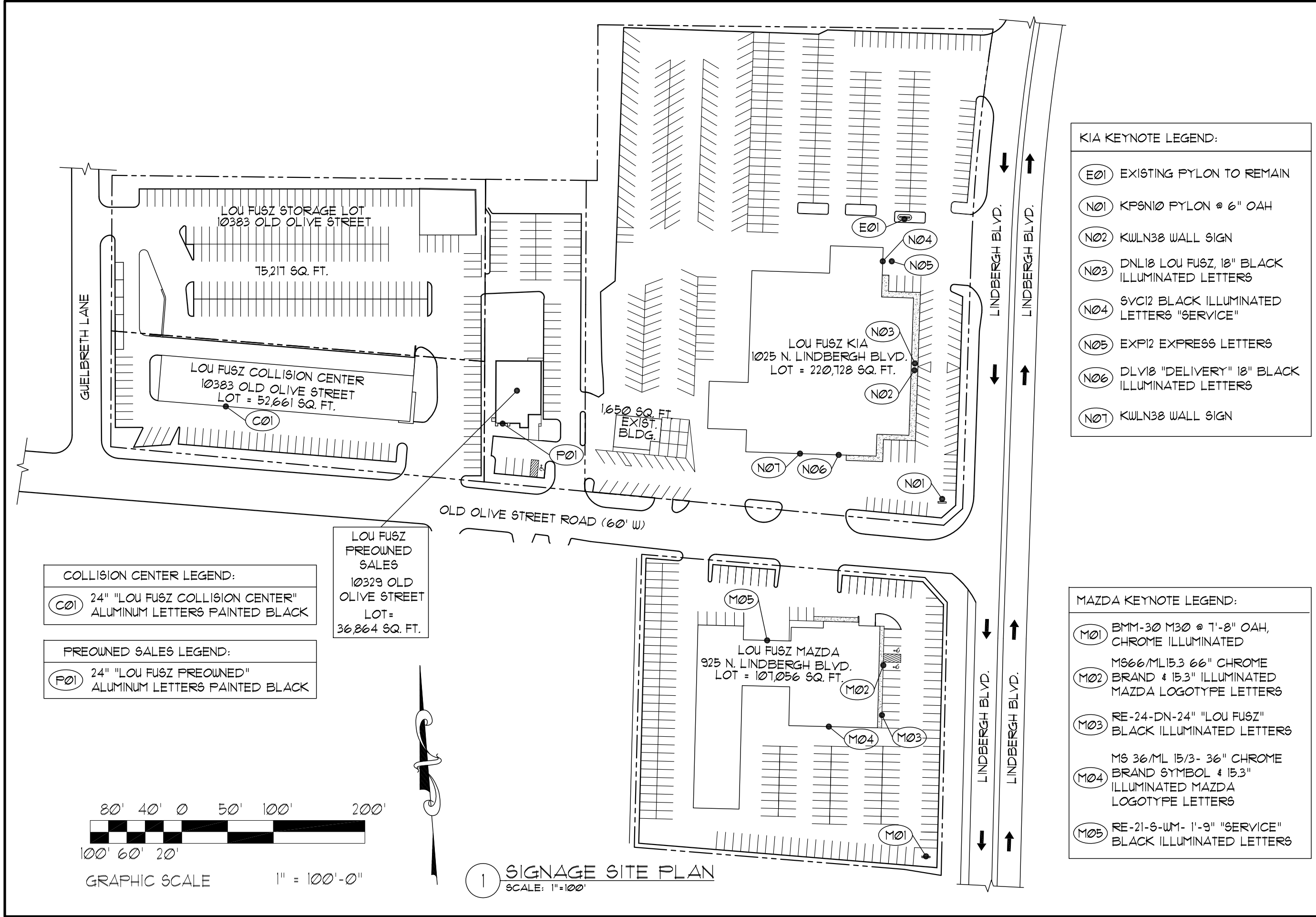
ORDINANCE NO. _____

APPROVED THIS _____ DAY OF _____, 2018

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



- KIA KEYNOTE LEGEND:
- (E01) EXISTING PYLON TO REMAIN
 - (N01) KPSN10 PYLON @ 6" OAH
 - (N02) KWLN38 WALL SIGN
 - (N03) DNL18 LOU FUSZ, 18" BLACK ILLUMINATED LETTERS
 - (N04) SVC12 BLACK ILLUMINATED LETTERS "SERVICE"
 - (N05) EXP12 EXPRESS LETTERS
 - (N06) DLV18 "DELIVERY" 18" BLACK ILLUMINATED LETTERS
 - (N07) KWLN38 WALL SIGN

- MAZDA KEYNOTE LEGEND:
- (M01) BMM-30 M30 @ 1'-8" OAH, CHROME ILLUMINATED
 - (M02) MS66/ML15.3 66" CHROME BRAND & 15.3" ILLUMINATED MAZDA LOGOTYPE LETTERS
 - (M03) RE-24-DN-24" "LOU FUSZ" BLACK ILLUMINATED LETTERS
 - (M04) MS 36/ML 15/3- 36" CHROME BRAND SYMBOL & 15.3" ILLUMINATED MAZDA LOGOTYPE LETTERS
 - (M05) RE-21-S-WM- 1'-9" "SERVICE" BLACK ILLUMINATED LETTERS

- COLLISION CENTER LEGEND:**
- (C01) 24" "LOU FUSZ COLLISION CENTER" ALUMINUM LETTERS PAINTED BLACK
- PREOWNED SALES LEGEND:**
- (P01) 24" "LOU FUSZ PREOWNED" ALUMINUM LETTERS PAINTED BLACK

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2017 ARCHITECT, P.C.

Building Renovation for:
Lou Fusz Mazda
925 N. Lindbergh Blvd.
Creve Coeur, MO 63141

S.J. Hollander Architect P.C.
Stephen J. Hollander, AIA
581 First Capital Drive
St. Charles, Missouri 63301
Phone (636) 947-4140

DRAWING Overall Signage Site Plan
DATE 2/27/2018
PROJECT NO. 216027
SHEET NO. A0.1

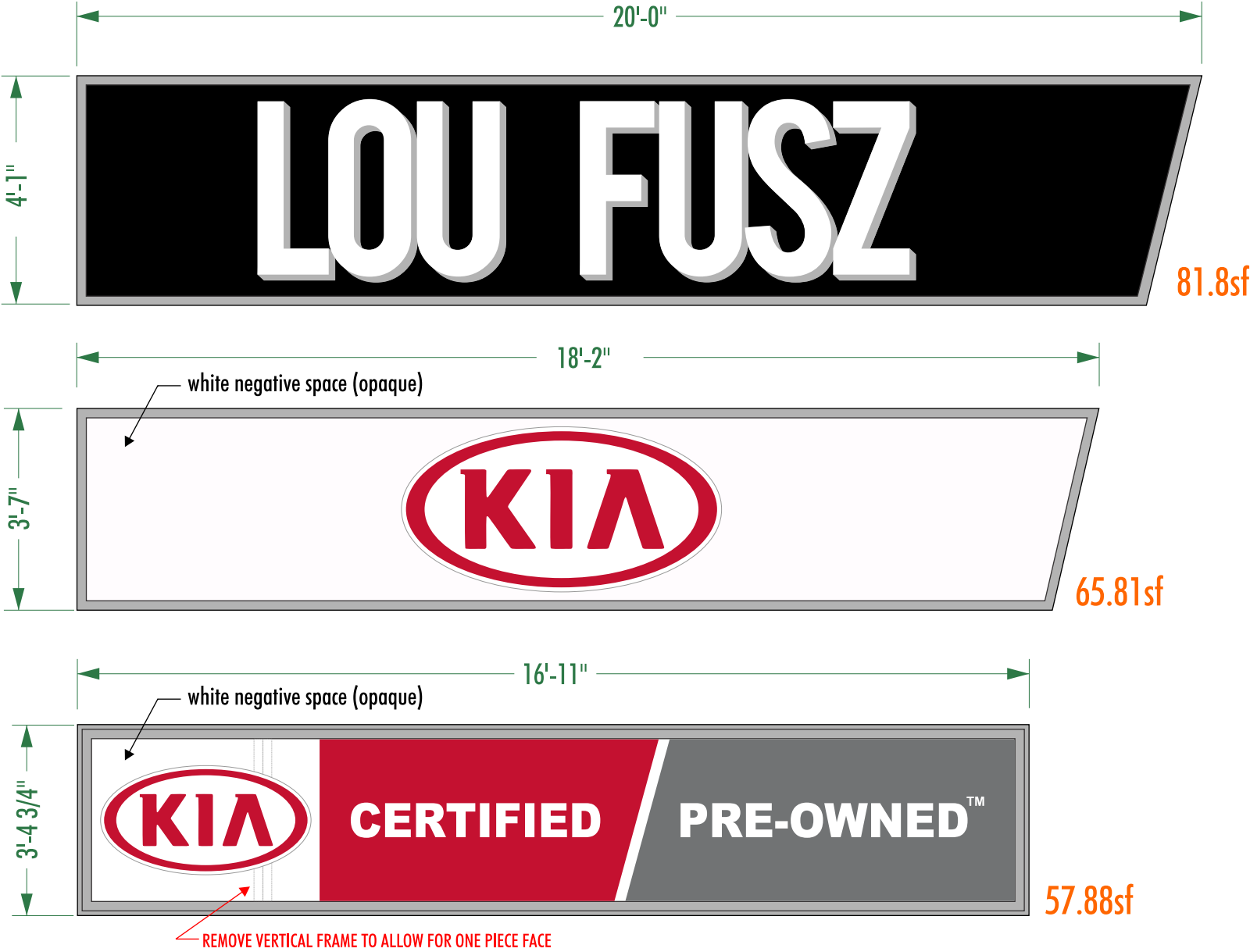
BECAUSE YOU WOULDN'T LET JUST ANYONE SIGN YOUR NAME™

REFURBISH EXISTING DOUBLE SIDED PYLON SIGN AS NOTED.



CONCEPTUAL VIEW OF NEW FACES: 1/8" = 1'-0"

205.5sf



SIGN FACE ELEVATIONS: 3/8" = 1'-0"

REPLACE EXISTING ACRYLIC PAN FACES WITH NEW 3/16" THICK CLEAR ACRYLIC PAN FACES WITH SUBSURFACE PAINTED GRAPHICS TO MATCH (3630-83 REGAL RED, BLACK, SILVER GRAY, SLATE GRAY & WHITE). REPAIR/REPLACE OLD FLUORESCENT LAMPS AND BALLASTS (BILLED AT T&M) AT TIME OF REFACE. SEE SURVEY FOR EXACT CUT SIZE DIMENSIONS. REPAINT CABINETS AND POLES TO MATCH 3M SILVER GRAY.



**WARREN
SIGN**

2955 Arnold Tenbrook Road, St. Louis, MO 63101
P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
LOU FUSZ KIA

PROJECT
PYLON SIGN REFACEMENT

LOCATION
1025 N LINDBERGH
CREVE COUER, MO

DATE
8/10/16

SAVED AS
LOU FUSZ KIA PYLON REFACEMENT

DRAWING NO.
CP 080616A

REVISED
10/5/16

DESIGNED BY
Keith Hempen

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WARRENTY**
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CELEBRATING MORE THAN



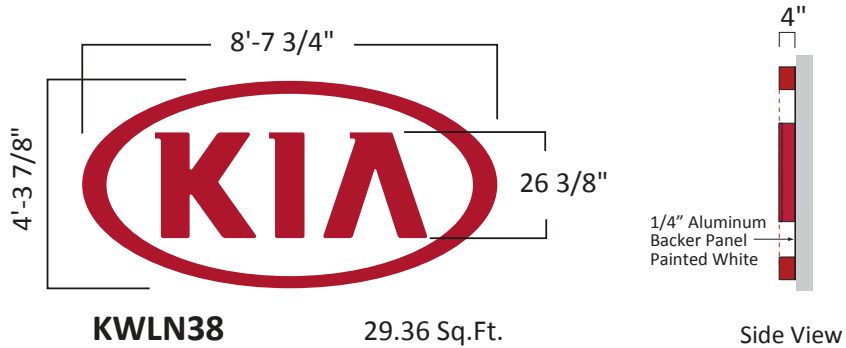
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | COPYRIGHT © 2016 WARREN SIGN COMPANY. ALL RIGHTS RESERVED

E01

NOTE: Dealer's existing pylon sign to remain installed.

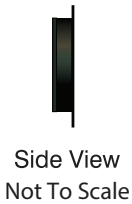
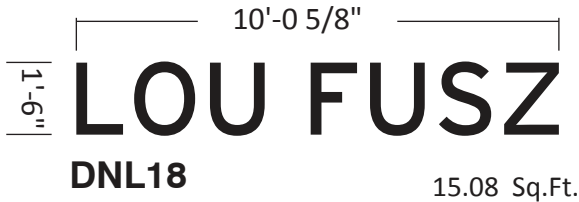


N02



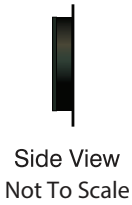
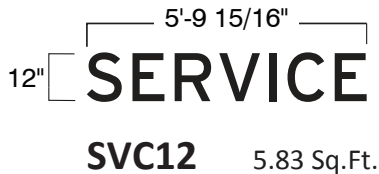
Fabricated aluminum channel letters/oval, mounted to white backer panel. Red trim caps & returns. White acrylic faces with Kia red vinyl applied first surface. LED illumination.

N03



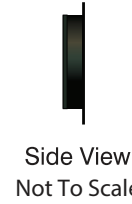
Fabricated aluminum channel letters
Black trim caps & returns
White acrylic faces.
Black day /night perforated vinyl on 1st surface.
LED illumination
***Custom Font : Interstate Regular**

N04



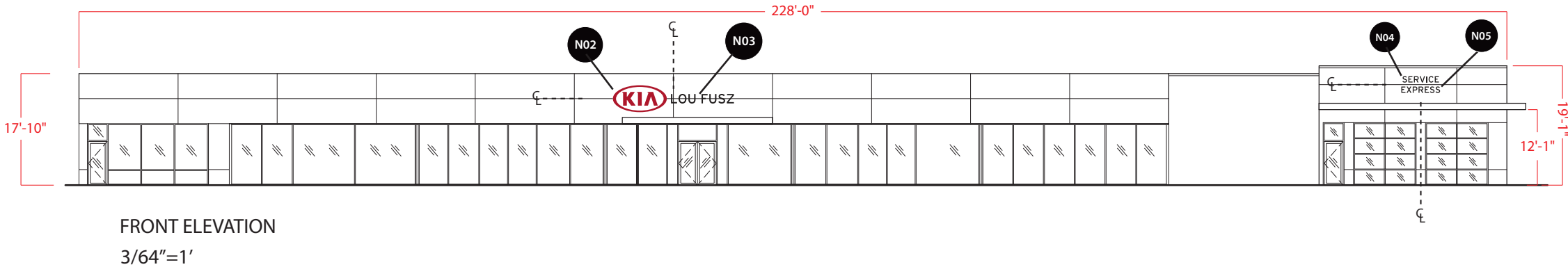
Fabricated aluminum channel letters
Black trim caps & returns
White acrylic faces.
Black day /night perforated vinyl on 1st surface.
LED illumination
***Custom Font : Interstate Regular**

N05



Fabricated aluminum channel letters
Black trim caps & returns
Black acrylic faces
Non-illuminated
***Custom Font : Interstate Regular**

Scale: 1/4"=1'-0"



Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

JP2-10505-R11

Date: 03-09-2017
Scale: as noted
Sales: E. Mackle
Designer: DPReyes

Rev. #: R11 rva

Date: 02/01/2018

Revision Note:

KMA would now like the EXPRESS letters centered above the left bay door, (beneath the bar).

R9:Update Lettersets to Black and Interstate-Regular font. Move N02 & N03 and N04 & N05 closer together. R11: added E01

Conceptual

Information Required:

Master

Electrical

☒ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature _____

MM/DD/YYYY _____

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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MO003
Lou Fusz Kia
1025 North Lendbergh
St Louis, MO

Sign Item

as noted

JP2-10505-R9

Date: 03-09-2017
Scale: as noted
Sales: E. Mackle
Designer: DPReyes

Rev. #: R9 rva
Date: 01/05/2016

Revision Note:
The city is requiring that both elevations show the entire height and length of the building.
R9: Update Letterset to Black and Interstate-Regular font. Move N06 & N07 closer together.

✓ Conceptual

Information Required:
Verify Dimensions for Scaled Elevations with tech survey.

Master

Electrical

✓ 120V ☐ 347V
☐ Other _____

Customer Approval

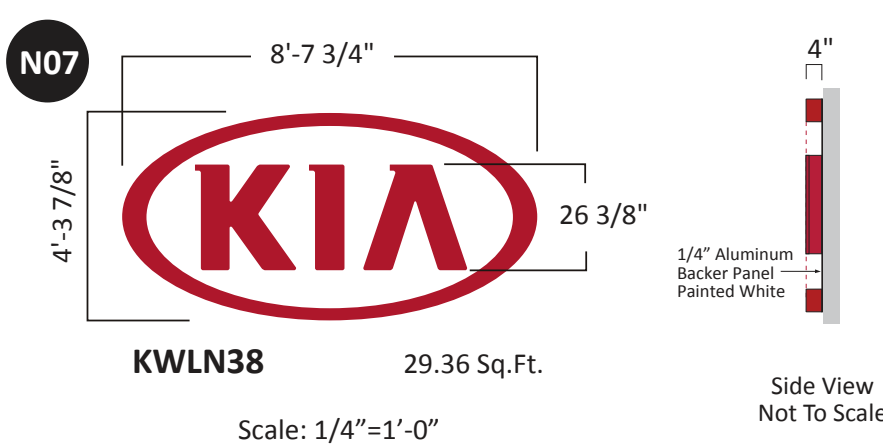
Signature _____
MM/DD/YYYY _____

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

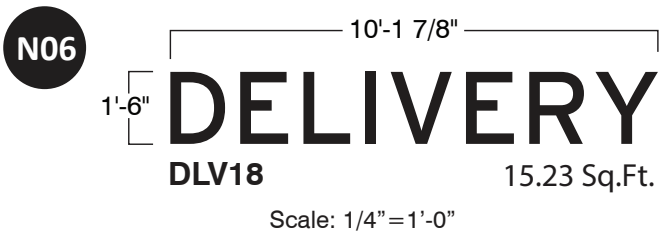
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MO003
Lou Fusz Kia
1025 North Lendbergh
St Louis, MO

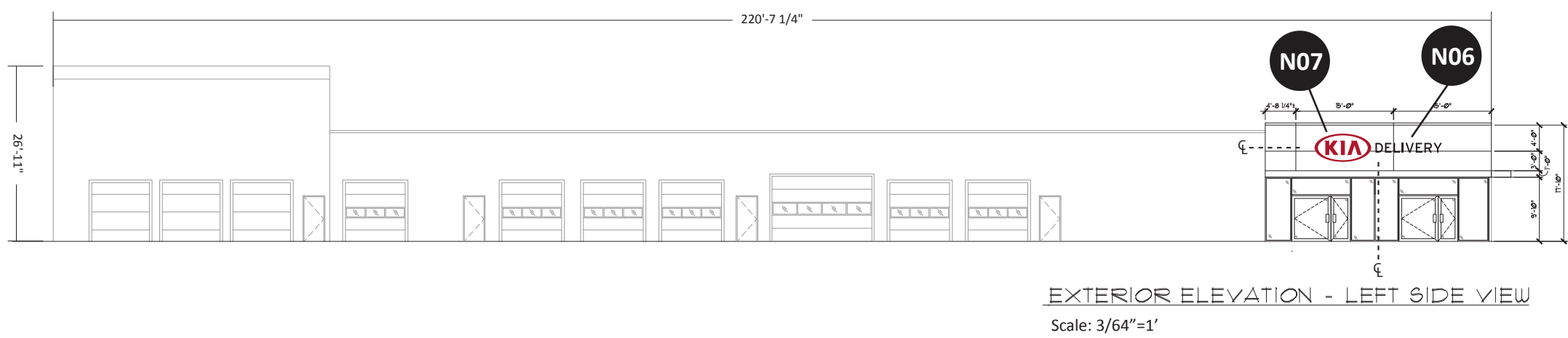
Sign Item
as noted



Fabricated aluminum channel letters/oval, mounted to white backer panel.
Red trim caps & returns.
White acrylic faces with Kia red vinyl applied first surface.
LED illumination.



Fabricated aluminum channel letters
Black trim caps & returns
White acrylic faces.
Black day /night perforated vinyl on 1st surface.
LED illumination
*Custom Font : Interstate Regular



Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

JP2-10505-R11

Date: 03-09-2017
Scale: NTS
Sales: E. Mackle
Designer: DPREyes

Rev. #: R11 rva

Date: 02/01/2018

Revision Note:
N02 - Reduce size to a KWL38
N03 - Change to DNL18 LOU FUSZ, 18"
N04 - Show custom DNL16 letters to read SERVICE
N06 - Change to DLV18 DELIVERY,
N07 - Reduce size to a KWL38.
R9:Update Lettersets to Black and Interstate-Regular font. Move N02 & N03 and N04 & N05 closer together.
Add N01
R10:Relocate N01
R11:add E01

Conceptual

Information Required:
Engineer drawings for custom height pylon

Master

Electrical

☒ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature

MM/DD/YYYY

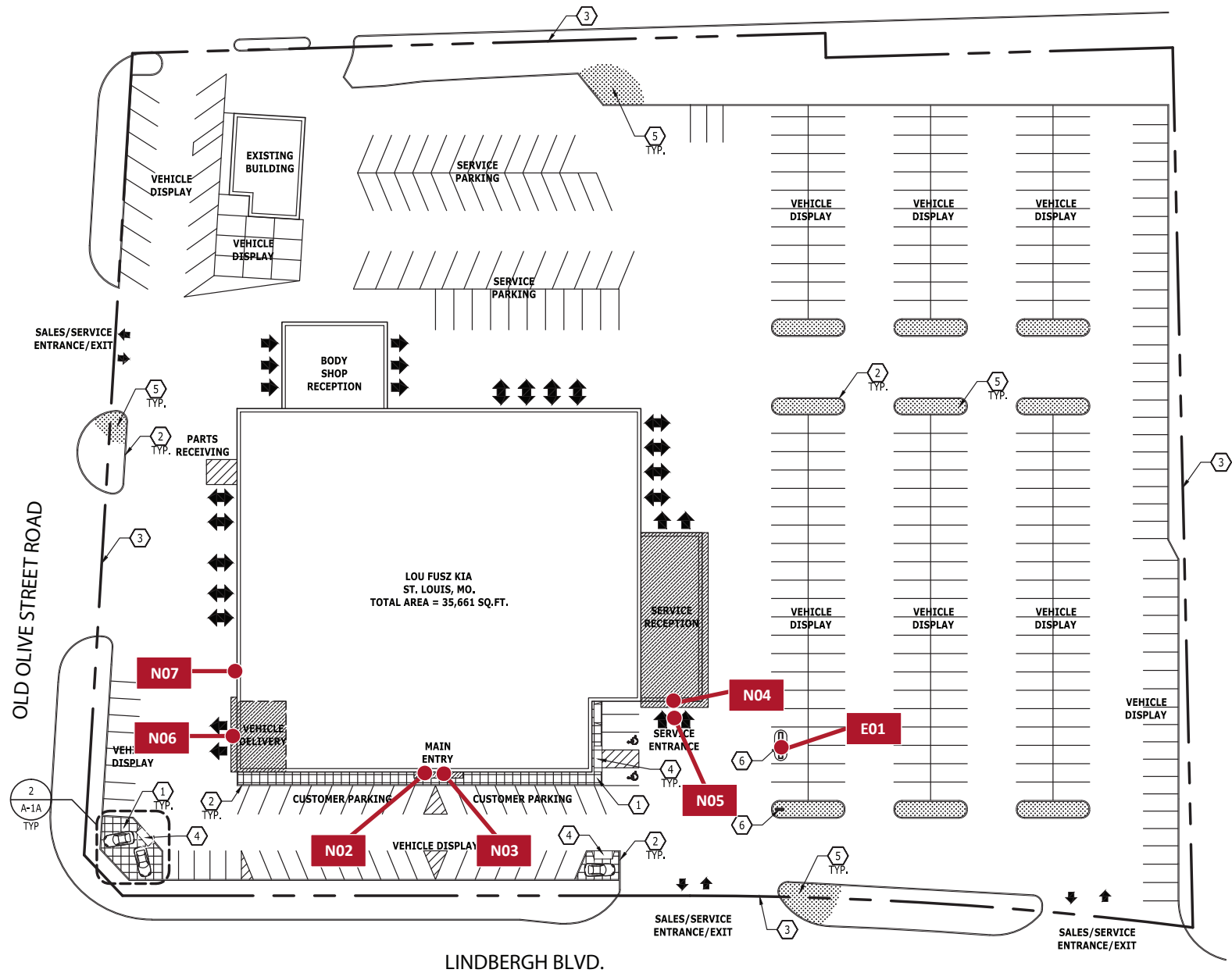
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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MO003
Lou Fusz Kia
1025 North Lendbergh
St Louis, MO

Sign Item

Siteplan



E01 Existing Pylon to Remain

N04 SVC12 black illuminated letters "SERVICE"

N05 EXP12 Express Letters

N02 KWL38 Wall Sign

N06 DLV18 "DELIVERY" 18" black illuminated letters

N03 DNL18 LOU FUSZ, 18" black illuminated letters

N07 KWL38 wall sign



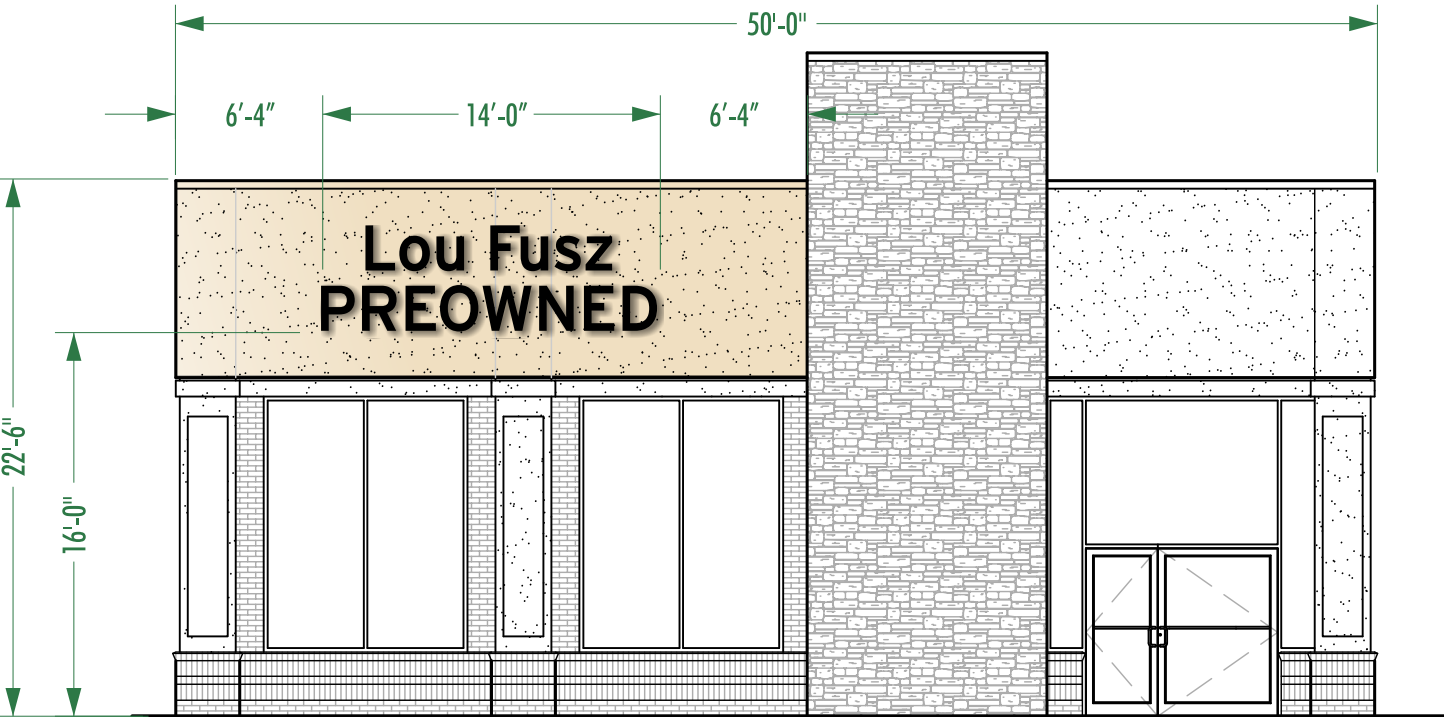
Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

BECAUSE YOU WOULDN'T LET JUST ANYONE SIGN YOUR NAME™

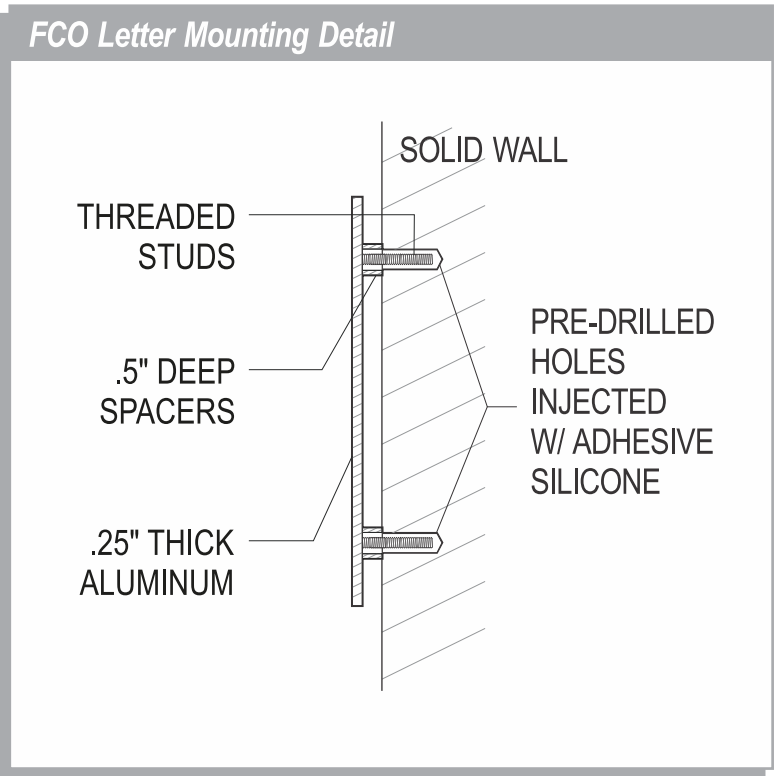


SIGN ELEVATION: 3/8" = 1'-0" (46.47sf) CORPORATE FONT "INTERSTATE REGULAR"

FABRICATE AND INSTALL ONE SET OF 1/4" THICK FLAT CUT OUT ALUMINUM LETTERS PAINTED BLACK. LETTERS SHALL BE STUD MOUNTED TO FASCIA WITH A 1/2" STANDOFF. ALL WALL PENETRATIONS SHALL BE INJECTED WITH SILICONE SEALANT AS REQUIRED.



FRONT ELEVATION: 1/8" = 1'-0"



**WARREN
SIGN**

2955 Arnold Tenbrook Road, St. Louis, MO 63101
P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
LOU FUSZ PREOWNED

PROJECT
EXTERIOR WALL SIGN

DELIVER TO :
10239 Old Olive Street Road
St. Louis MO 63141

DATE
2/26/18

SAVED AS
LOU FUSZ PREOWNED CTR WALL SIGN

DRAWING NO.
CP 021318

REVISED
3/19/18

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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BECAUSE YOU WOULDN'T LET JUST ANYONE SIGN YOUR NAME™

27'-3"

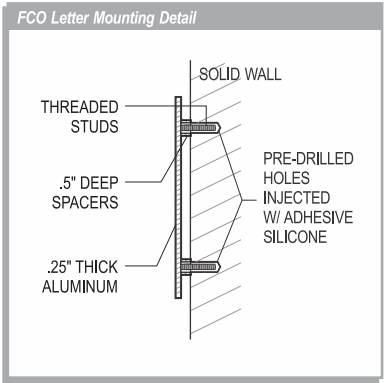
1'-9"

Lou Fusz Collision Center

CORPORATE FONT "INTERSTATE REGULAR"

SIGN ELEVATION: 3/16" = 1'-0" (47.68sf)

PREVIOUS SIGN REMOVED (94sf) AND DISPOSED. FABRICATE AND INSTALL ONE SET OF 1/4" THICK FLAT CUT OUT ALUMINUM LETTERS PAINTED BLACK. LETTERS SHALL BE STUD MOUNTED TO FASCIA WITH A 1/2" STANDOFF. ALL WALL PENETRATIONS SHALL BE INJECTED WITH SILICONE SEALANT AS REQUIRED.



EXISTING SIGN: 3/16" = 1'-0"



FRONT ELEVATION: 3/16" = 1'-0"



WARREN SIGN

2955 Arnold Tenbrook Road, St. Louis, MO 63101
P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
LOU FUSZ COLLISION CENTER

PROJECT
EXTERIOR WALL SIGN

LOCATION
10355 Old Olive St Rd
Creve Coeur, MO 63132

DATE
5/23/17

SAVED AS
LOU FUSZ COLLISION CENTER WALL SIGN

DRAWING NO.
CP 050917

REVISED
3/19/18

DESIGNED BY
Keith Hempen

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mazda

Dealer Identification Program

Site: Lou Fusz Mazda

Address:
Lou Fusz Mazda
St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 1 of 6

Drawn By: GLH

Creation Date: 05/15/17

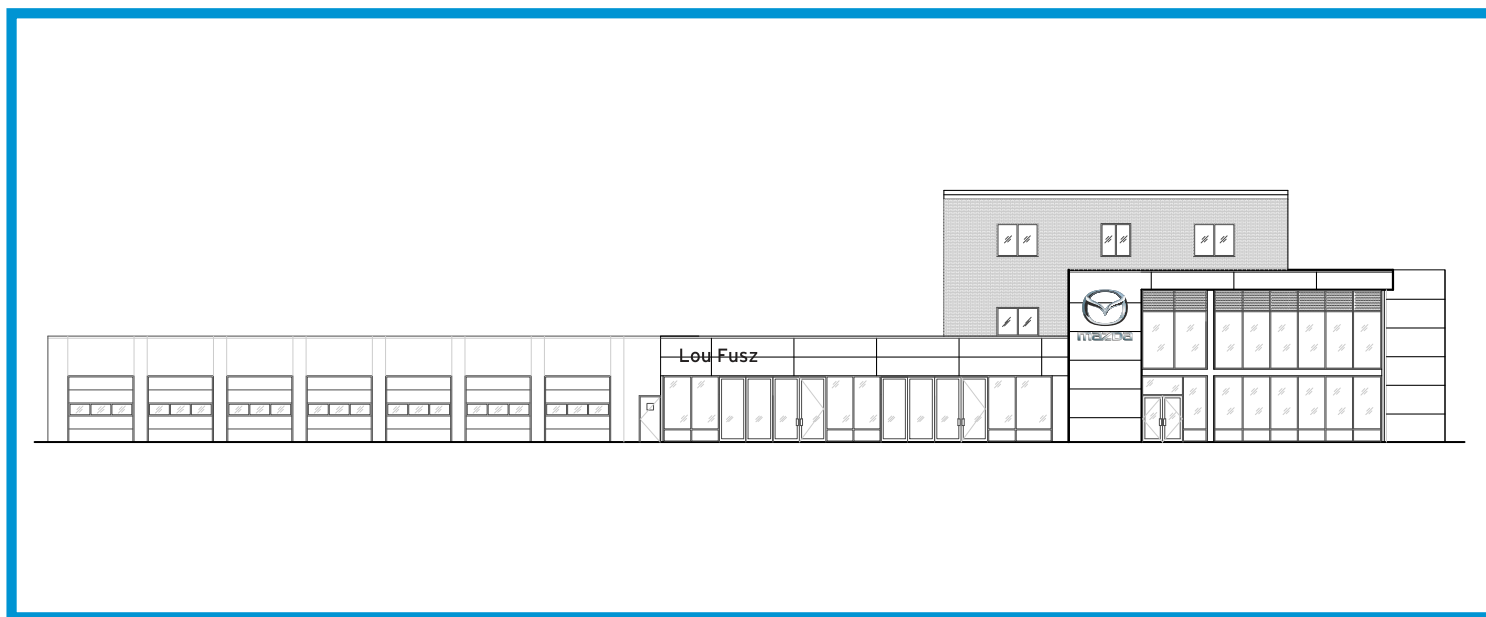
Rev. 1: 12/29/17 glh Rev. 6:

Rev. 2: 01/02/18 glh Rev. 7:

Rev. 3: 01/04/18 glh Rev. 8:

Rev. 4: Rev. 9:

Rev. 5: Rev.10:



LOU FUSZ MAZDA BRAND BOOK

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OUR PRIORITY.**

2655 International Pkwy., Virginia Beach, VA 23452
PHONE: (757) 427-1000 Fax: (757) 420-1297



Dealer Identification Program

Site: Lou Fusz Mazda

Address:
Lou Fusz Mazda
St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 2 of 6

Drawn By: GLH

Creation Date: 05/15/17

Rev. 1: 12/29/17 glh Rev. 6:

Rev. 2: 01/02/18 glh Rev. 7:

Rev. 3: 01/04/18 glh Rev. 8:

Rev. 4: Rev. 9:

Rev. 5: Rev.10:

IMPORTANT APPROVAL NOTIFICATION

ONCE APPROVAL HAS BEEN RECEIVED, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY ADDITIONAL CHANGES OR ADJUSTMENTS TO THE RECOMMENDED SIGNAGE.

Authorized Signature: _____

Print Name: _____

Date: _____

- ☐ Approved As Shown
☐ Approved with Changes Noted

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AGI YOUR IMAGE. OUR PRIORITY.
Architectural Graphics, Inc.

2655 International Pkwy., Virginia Beach, VA 23454
PHONE: (757) 427-1000 Fax: (757) 426-1297

Code Research:

Jurisdiction: City of Creve Coeur

Zoning: GC General Commercial

Contact Name: N/A

Contact Phone: N/A

Contact E-mail: N/A

Pylon/Ground Sign Information: Number allowed: <u>1</u> Height allowed: <u>6'</u> Square footage allowed: <u>30sf per face</u> Illumination allowed (Y/N)? <u>Y</u> Wind Speed: <u>N/A</u> Existing signs grandfathered? <u>Y</u>		Wall Sign Information: Number allowed: <u>See Notes</u> Square footage allowed: <u>See Notes</u> Illumination allowed (Y/N)? <u>Y</u> Existing signs grandfathered? <u>N</u>		Variance: Is a variance allowed? <u>Y</u> How long to get one? <u>3-4 Weeks</u> Cost? <u></u> Percent approved? <u></u> Comments: <u></u>	
--	--	---	--	---	--

Service Signs: Number allowed: <u>See Notes</u> Square footage allowed: <u>See Notes</u> Illumination allowed (Y/N)? <u>See Notes</u> Existing signs grandfathered? <u>N/A</u>		Directional Signs: Number allowed: <u>N/A</u> Square footage allowed: <u>N/A</u> Illumination allowed (Y/N)? <u>N/A</u> Existing signs grandfathered? <u>N/A</u>		Permits: How long to get permits? <u>3-4 Weeks</u> What documents are needed for permits? <u> *A north point *All dimensions of the parcel *The erector's name, address, telephone number *The location, setbacks and dimensions of all existing structures *The existing signs and proposed signs on the entire parcel *The type of proposed sign *The description of the signs (illumination, colors and the like) *One elevation or section drawing indicating full dimensions, horizontal clearance between signs and the property line, and projection from buildings or other sign structures *Structural and electrical plans as required *Total cost of sign construction and erection </u>	
---	--	---	--	---	--

Comments:

Monument - project or development with a site area of at least thirty thousand (30,000) square feet and with at least two hundred (200) feet of lot frontage along Lindbergh Boulevard shall be permitted a single low monument sign that contains not more than thirty (30) square feet of sign area per face with not more than two (2) faces, that is not more than six (6) feet in total height, that is set back at least ten (10) feet from the right-of-way, and that is located a minimum of one hundred fifty (150) feet from any other ground sign on other property on the same side of the street. The Zoning Administrator may authorize a variance from the separation requirement for good cause of up to fifty (50) lineal feet.

Wall Signs - Corner units, single uses on corner lots, or out-lot buildings within a shopping center. Each individual use located at ground floor level with its own entrance at street level may have one (1) attached sign affixed or painted on a wall, canopy or awning with a total gross sign area of one (1) square foot per linear foot of the use's front facade or twenty (20) square feet, whichever is greater, up to a maximum of fifty (50) square feet in area. The sign shall be located on the front facade which shall also be the same facade as the main entrance. One (1) additional attached sign may be permitted, subject to the same size limitations, where the building faces two (2) or more public streets and is the closest building thereto. If the sign(s) consist(s) of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building facade.

This site will require a variance or a Master Sign Plan with the city to get required Wall Signage and Monument.



Dealer Identification Program

Site: Lou Fusz Mazda

Address:
Lou Fusz Mazda
St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 3 of 6

Drawn By: GLH

Creation Date: 05/15/17

Rev. 1: 12/29/17 glh Rev. 6:
Rev. 2: 01/02/18 glh Rev. 7:
Rev. 3: 01/04/18 glh Rev. 8:
Rev. 4: Rev. 9:
Rev. 5: Rev.10:

IMPORTANT APPROVAL NOTIFICATION
ONCE APPROVAL HAS BEEN RECEIVED, YOU WILL
BE HELD FINANCIALLY RESPONSIBLE FOR ANY
ADDITIONAL CHANGES OR ADJUSTMENTS TO THE
RECOMMENDED SIGNAGE.

Authorized Signature: _____
Print Name: _____
Date: _____

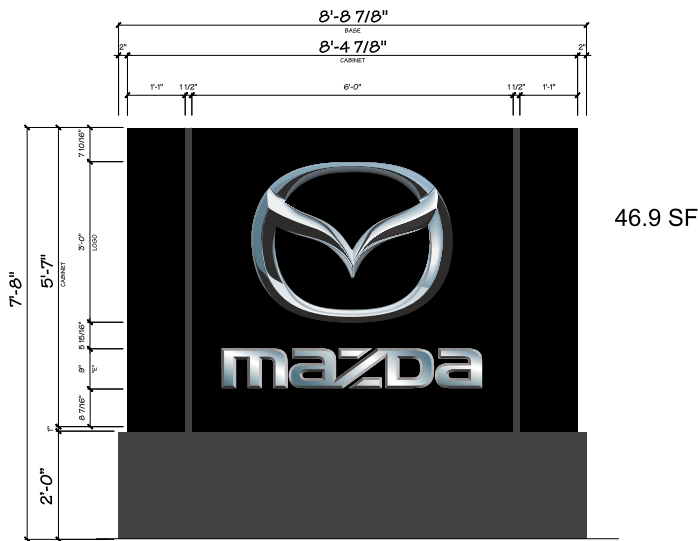
- ☐ Approved As Shown
☐ Approved with Changes Noted

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North American Operations approved
location placement for proposed signs.
No variation will be permitted.

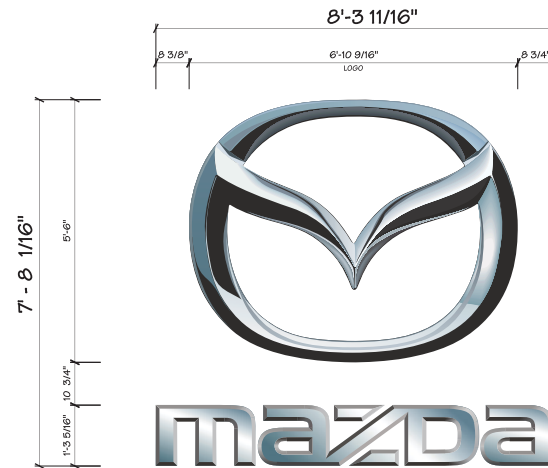
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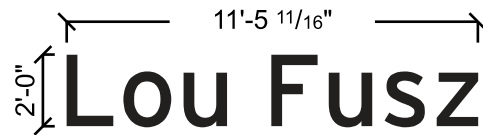


N01 BMM-30



N02 MS66/ML15.3

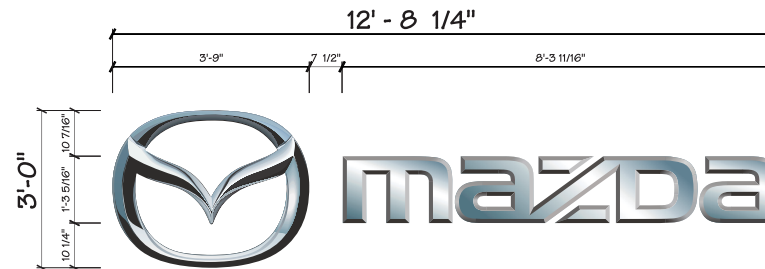
68.50 SF



N03 RE-24-DN 29.63 SF



N05 RE-21-S-WM 14.64 SF



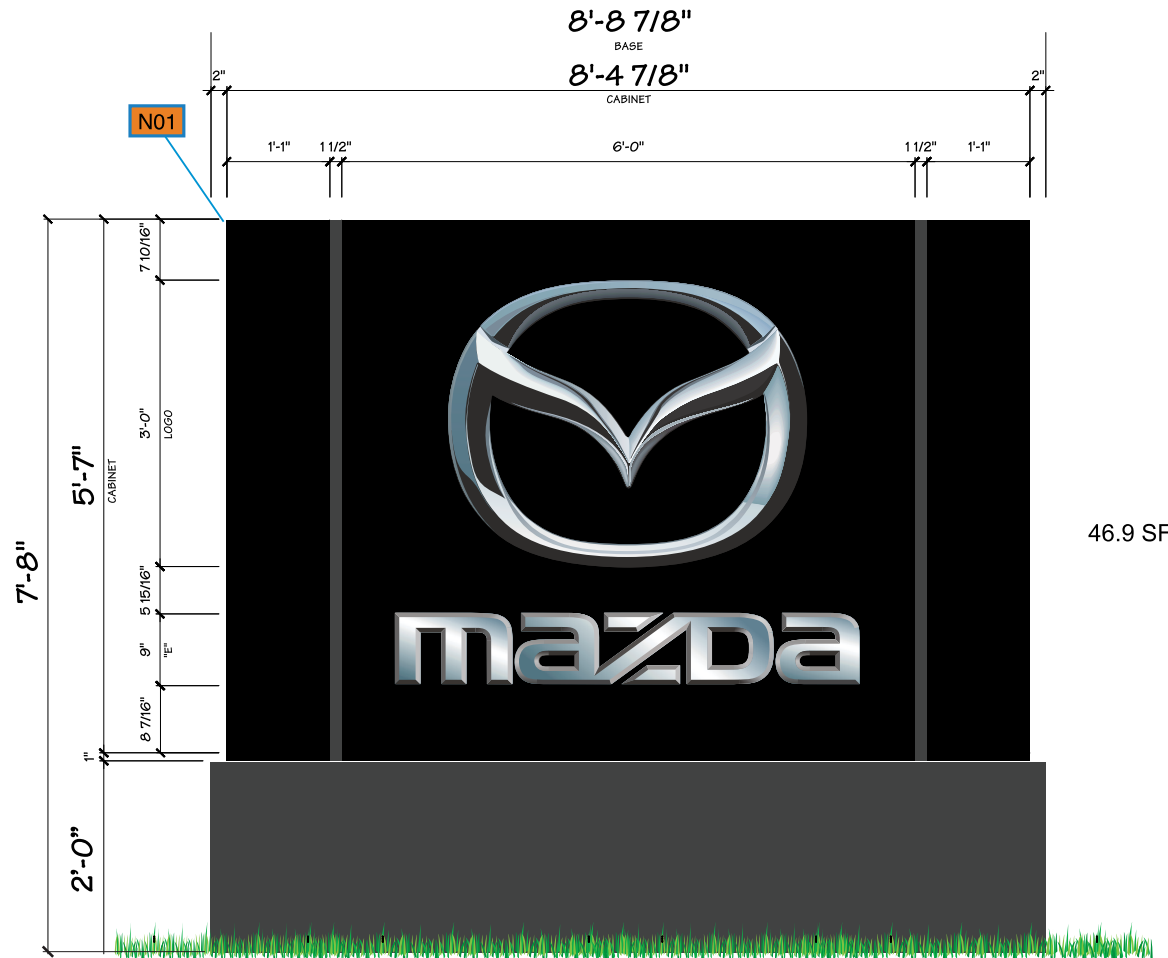
N04 MS36/ML15.3

38.04 SF

Sign Inventory

Sign	Existing	Action	Proposed	Qty	Electrical Requirements
N01	N/A	New	AGI to install new Custom BMM-30 M30 @ 7'-8" OAH Monument Chrome Illuminated. Dealer responsible for providing electrical within 5'	1	1 20amp circuit @ 120vac
N02	N/A	New	AGI to install new MS66/ML15.3 (Stacked)- 66" Chromed Brand Symbol & 15.3" Mazda Logotype Letters, Illuminated Dealer responsible for providing electrical within 5'.	1	1 20amp circuit @ 120vac
N03	N/A	New	AGI to install new RE-24-DN- 24" reading "Lou Fusz" Dealer responsible for providing electrical within 5'.	1	1 20amp circuit @ 120vac
N04	N/A	New	AGI to install new MS36/ML15.3- 36" Chromed Brand Symbol & 15.3" Mazda Logotype Letters (Horizontal), Illuminated Dealer responsible for providing electrical within 5'.	1	1 20amp circuit @ 120vac
N05	N/A	New	AGI to install new RE-21-S-WM- 1' 9" "Service" Wall Mount Letters, Black faces, Illuminated Dealer responsible for providing electrical within 5'.	1	1 20amp circuit @ 120vac

Proposed Signage



Sign	Existing	Action	Proposed	Qty	Electrical Requirements
N01	N/A	New	AGI to install new Custom BMM-30 M30 @ 7'-8" OAH Monument Chrome Illuminated. Dealer responsible for providing electrical within 5'	1	1 20amp circuit @ 120vac



2.1.b

Dealer Identification Program

Site: Lou Fusz Mazda

Address:
Lou Fusz Mazda
St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 4 of 6

Drawn By: GLH

Creation Date: 05/15/17

Rev. 1: 12/29/17 glh Rev. 6:
Rev. 2: 01/02/18 glh Rev. 7:
Rev. 3: 01/04/18 glh Rev. 8:
Rev. 4: Rev. 9:
Rev. 5: Rev.10:

IMPORTANT APPROVAL NOTIFICATION

ONCE APPROVAL HAS BEEN RECEIVED, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY ADDITIONAL CHANGES OR ADJUSTMENTS TO THE RECOMMENDED SIGNAGE.

Authorized Signature: _____
Print Name: _____
Date: _____

- ☐ Approved As Shown
☐ Approved with Changes Noted

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Packet Pg. 45

Proposed Signage

Dealer Identification Program

Site: Lou Fusz Mazda

Address:
 Lou Fusz Mazda
 St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 5 of 6

Drawn By: GLH

Creation Date: 05/15/17

Rev. 1: 12/29/17 glh Rev. 6:

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Print Name: _____

Date: _____

☐ Approved As Shown

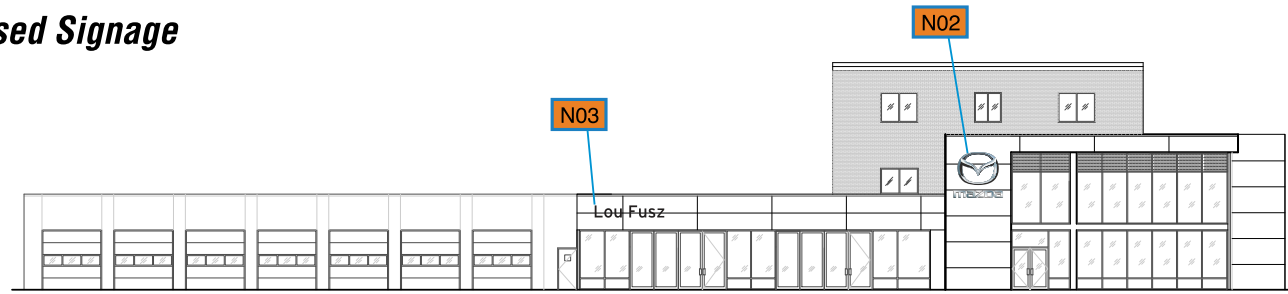
☐ Approved with Changes Noted

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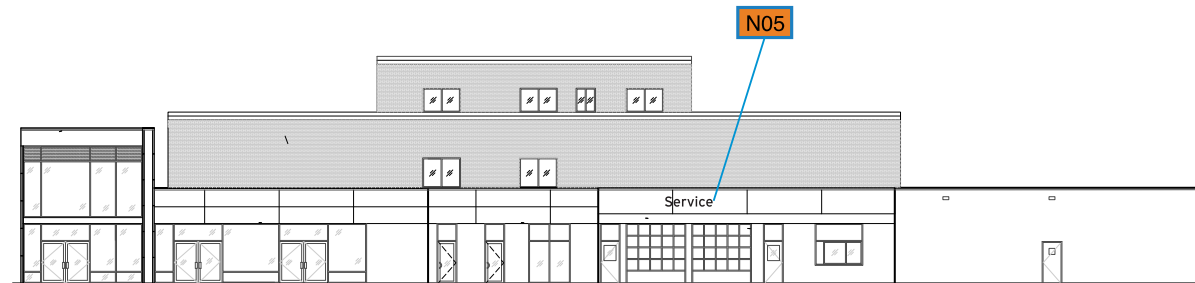
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 PHONE: (757) 427-1000 Fax: (757) 426-1007



East Elevation

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



North Elevation

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



South Elevation

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

Sign	Existing	Action	Proposed	Qty	Electrical Requirements
N02	N/A	New	AGI to install new MS66/ML15.3 (Stacked)- 66" Chromed Brand Symbol & 15.3" Mazda Logotype Letters, Illuminated Dealer responsible for providing electrical within 5'.	1	1 20amp circuit @ 120vac
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Site: Lou Fusz Mazda

Address:
Lou Fusz Mazda
St. Louis, MO

File Name: Lou Fusz Mazda Brandbook_051517

Page: 6 of 6

Drawn By: GLH

Creation Date: 05/15/17

Rev. 1: 12/29/17 glh Rev. 6:

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Authorized Signature: _____

Print Name: _____

Date: _____

- ☐ Approved As Shown
☐ Approved with Changes Noted

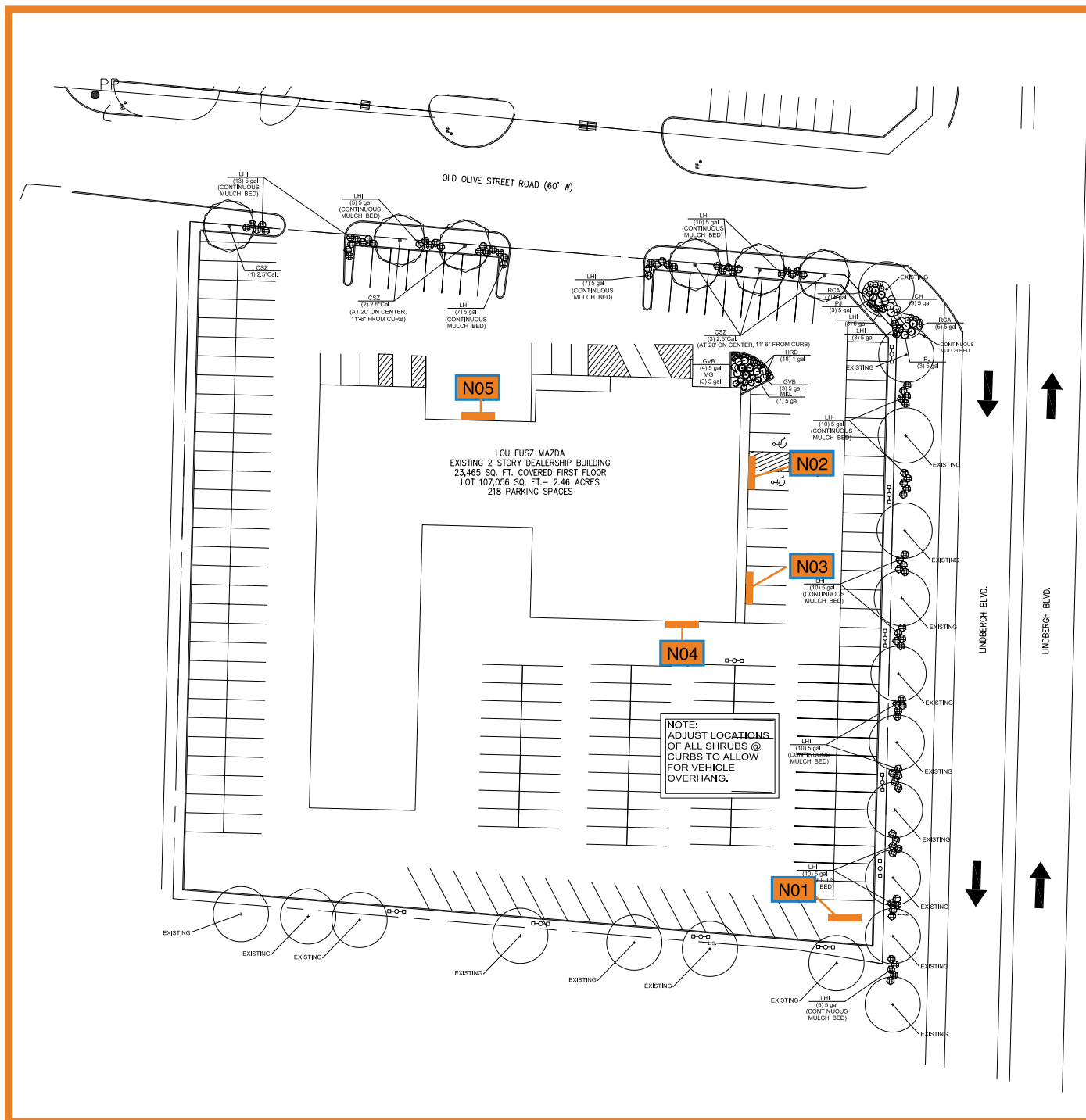
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city of

CREVE COEUR

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www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION #18-012 FOR A MASTER SIGN PLAN FOR LOU FUSZ AUTOMOTIVE NETWORK TO ALLOW FOR ADDITIONAL SIGNAGE SPECIFIC TO AUTOMOTIVE DEALERSHIPS

FOR THE MEETING OF: Monday, April 2, 2018, 6:30 PM

LOCATION: 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road. Zoned GC- General Commercial

REQUEST: Stephen Hollander, of SJ Hollander Architects, on behalf of Lou Fusz Automotive Network, has submitted a request for a master sign plan for the properties located at 925 and 1025 N. Lindbergh Boulevard, 10329 Old Olive Street Road and 10383 Old Olive Street Road to allow for additional signage specific to automotive dealership brand identity. Section 405.950.J. Master Sign Plans, allows the City Council the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The Lou Fusz Campus, east of Lindbergh Blvd. is approximately 11.3 acres.

ADDITIONAL INFORMATION: Lou Fusz has been operating a car dealership at this location since 1965, when at the time sales and showrooms were a permitted use. The Collision Center building was built in 1982. Sales and Servicing of Motor Vehicles became a conditional use in 1983 in the GC District. Both the Kia (Ord. 5524, approved March 27, 2018) and Mazda Dealerships (Ord. 5571, approved Feb 26, 2018) have received approval for the renovation of the existing structures. And the former Subaru building received approval to allow for used car sales in association with the Lou Fusz Kia Dealership (Ord. 5572) on February 26, 2018. The large, 205 square foot sign, monument sign at the Kia location is pre-existing, non-conforming.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Does the request meet the requirements for a Master Sign Plan approval?

Creve Coeur 2030 Plan References

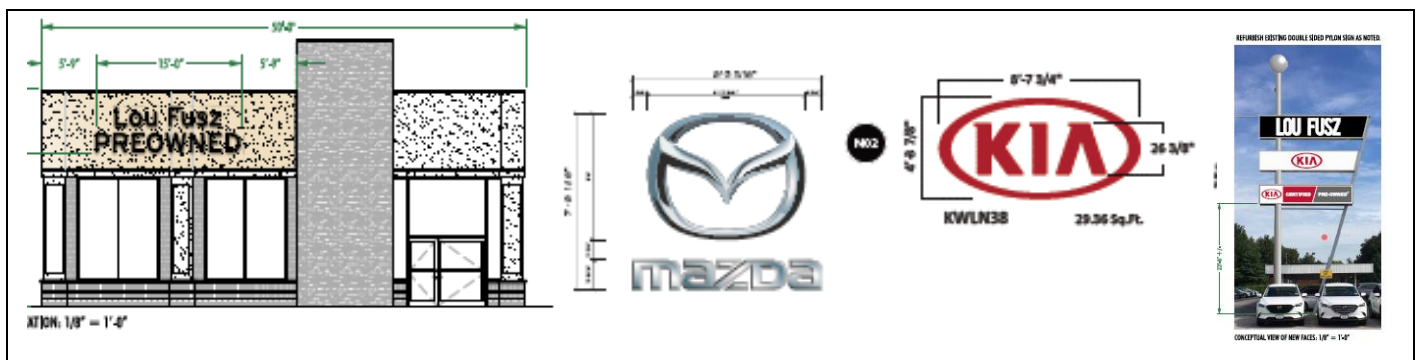
- Mixed-Use Innovation Campus District (MUIC)
- Design Guidelines

Zoning Code References

- Section 405.370: GC-General Commercial District
- Article VIII Sign Regulations
- Section 405.1080 Site Development Plans

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

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



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 3/29/2018

ATTACHMENTS: Applicants materials submitted March 29, 2018
Draft Ordinance

MASTER SIGN PLAN PROPOSAL

During the review of the Kia and Mazda building renovations and the inclusion of the pre-owned sales center at 10329 Old Olive Street Road, the issue of signage was discussed, and a condition was made to require coordination with both franchises to meet with the specific requirements for each, as well as allow for the Lou Fusz Dealership identity, as well as document any pre-existing non-conforming signs. While the individual brands are provided in accordance with their respective requirements, the Dealership information, and accessory signage for Service, Delivery, etc. are consistent black lettering throughout the campus area.

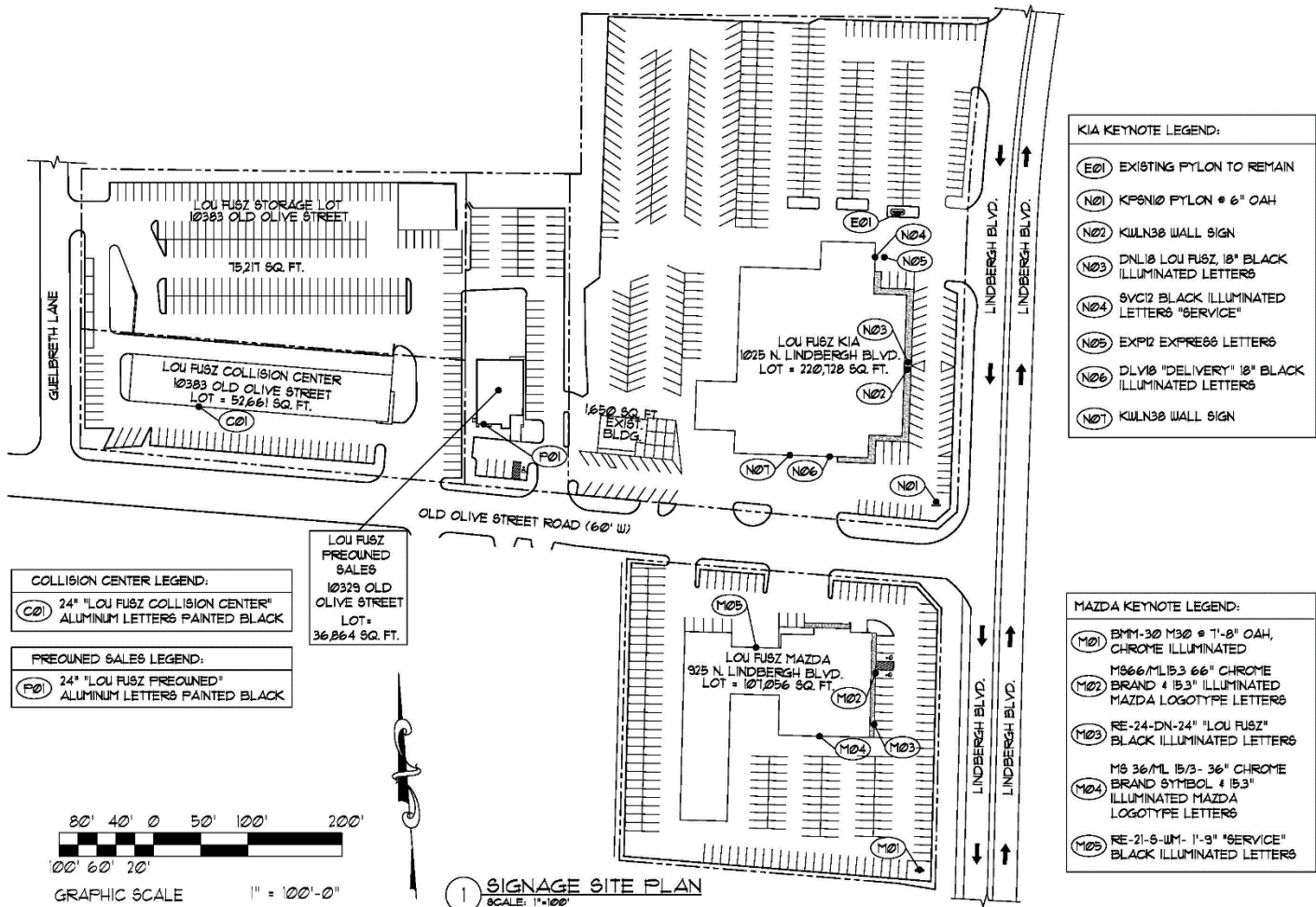


Figure 1: Applicants Site Plan with signage indicated.

The site plan does indicate a second ground sign (identified as N01) at the north corner of Lindbergh Boulevard and Old Olive Street Road for the Lou Fusz Kia Dealership. However, this was mistakenly kept from an earlier version and no details of the sign has been included in the packet, therefore a condition of approval includes that a ground sign second sign at this location is not included as part of the approval.

Kia Signage at 1025 N. Lindbergh Boulevard

Existing Large Pylon Sign

The pre-existing, non-conforming, pylon sign along Lindbergh Boulevard consists of approximately 205 square feet of sign area when each section is added up, with the lower section 23.6 feet above grade. The negative space for the Kia sign is white and opaque, where the City's Sign Regulations require that the negative space be dark and opaque when illuminated at night.



Figure 2: Applicants rendering of the existing pylon sign to be refurbished.

Kia Wall Signs

The proposal includes a 29.36 sq. ft. Kia Logo sign, along with the 15.08 sq. ft. Lou Fusz Dealership name sign, a 5.83 sq. ft. Service sign, and a 6.19 sq. ft. Express sign. It should be noted that the City's Sign Regulations requires that the sign area is calculated by a single rectangle around the extreme limits of the sign. Therefore, Kia Lou Fusz sign area would be approximately 83 sq. ft. The Service and Express sign area would be approximately 14 sq. ft. The overall building width is 228 feet.

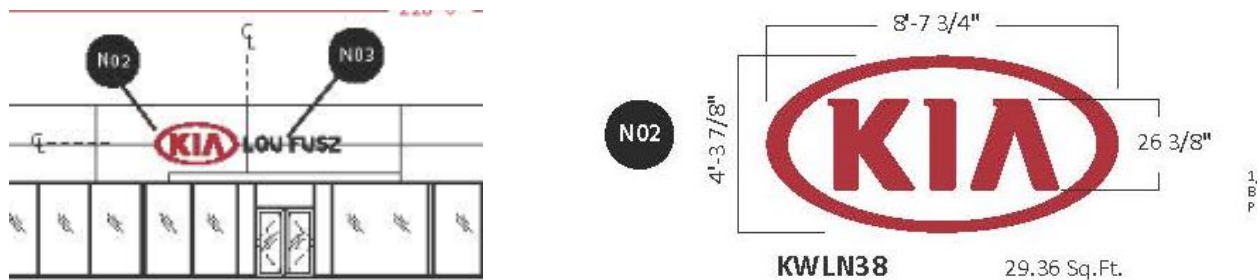


Figure 3: Close-up of the East elevation of the Building

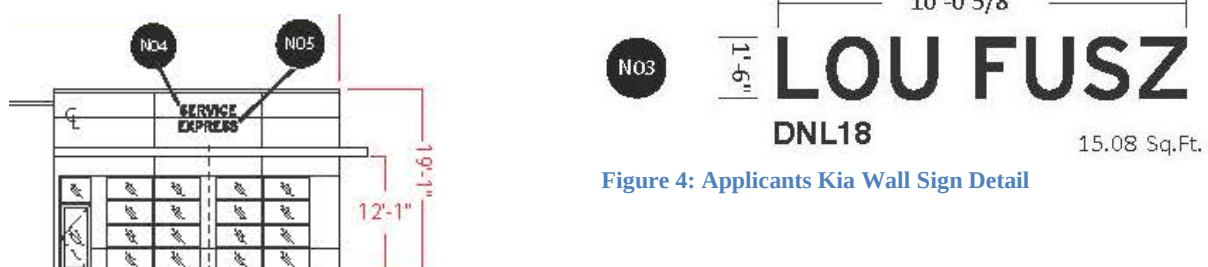


Figure 4: Applicants Kia Wall Sign Detail

Figure 5: Close-up of the Service Express signage

The South Elevation includes the same 29.36 sq. ft. Kia logo with 15.23 sq. ft. Delivery Sign, for a total approximate sign area of 83.5 sq. ft. The length of the building 220'-7 1/4".

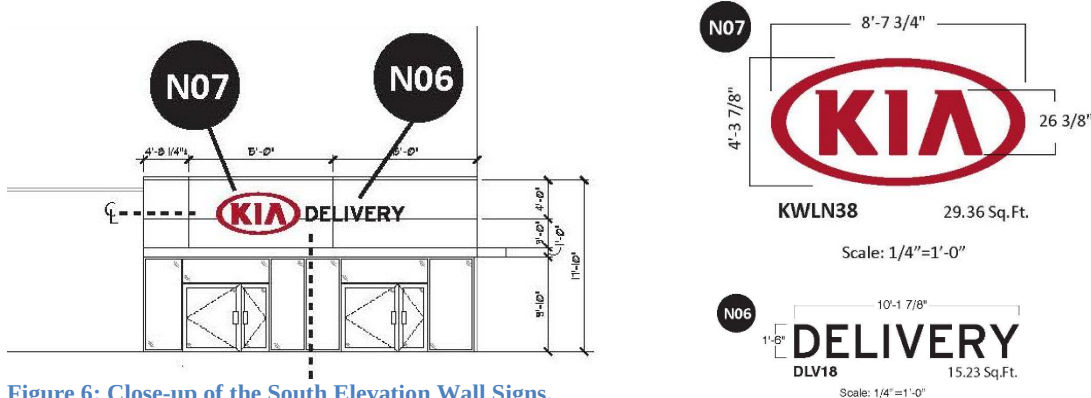


Figure 6: Close-up of the South Elevation Wall Signs.

*Lou Fusz Preowned Center at 10329 Old Olive Street Road
and Collision Center at 10383 Old Olive Street Road Wall Signs*

Both the Preowned Center Building and the Collision Center Building will have the same font on the building as found elsewhere throughout the campus.



Figure 7: Close-up of the Wall sign at 10329 Old Olive Street Road.

It is important to note that the information indicates that the Lou Fusz Preowned is 46.47 sq. ft., however when calculated the sign area is 60.67 sq. ft.

The Collision Center has a sign area of 47.68 sq. ft.:



Figure 8: Close-up of the Collision Center Sign at 10383 Old Olive Street Road.

Lou Fusz Mazda at 925 N. Lindbergh Boulevard
Mazda Monument Sign

The proposal includes replacing the exiting 28 sq. ft. sign that is approximately 3 feet in total height with an 7' 8" tall 46.9 square foot, chrome, illuminated sign, where the maximum sign area allowed for a single tenant on a 2.57 acre site under the Sign Code is of 35 square feet with a maximum height of 8 feet, and a landscaped area located around the base of the sign equal to two and one-half (2.5) square feet for each square foot of sign area.



Figure 9: Photo of the existing Sign at 925 N. Lindbergh.

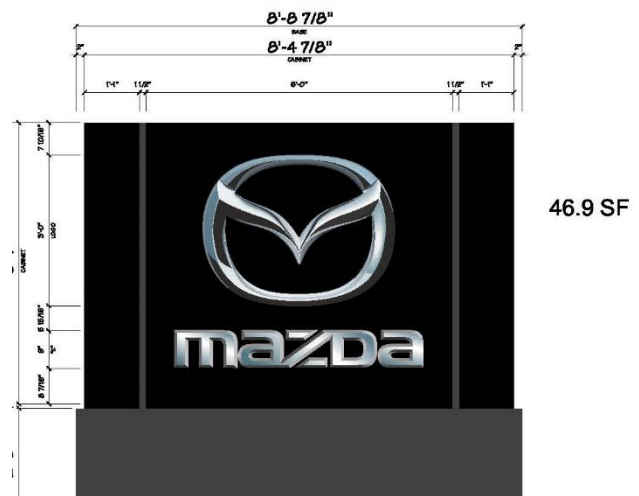


Figure 10: Proposed Monument Sign

The Applicant has indicated that the monument sign cannot be made smaller. Mazda corporate only purchases so many sizes and if we reduce the size of the monument then the logo will suffer.

Mazda Wall Signs

The new building façade includes a 68.5 sq. ft. Mazda wall sign and logo and a 29.63 sq. ft. Lou Fusz Sign along the East Elevation

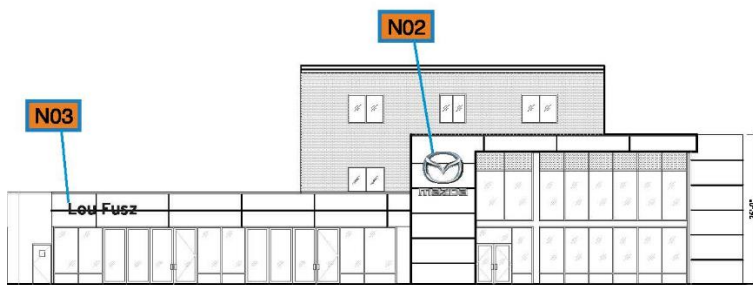
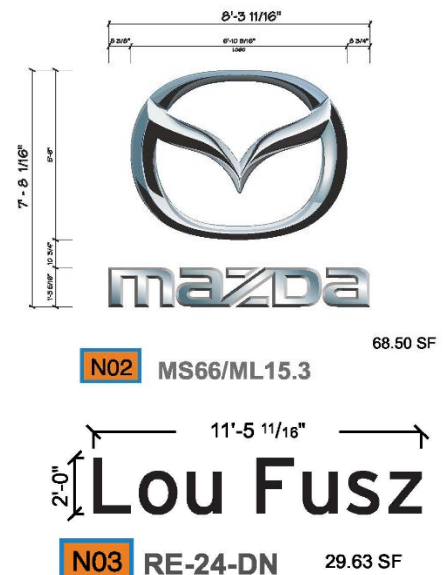


Figure 11: Close-up of the East Elevation of the new Building façade with the proposed Wall Signs



The North Elevation includes a 14.64 sq. ft. “Service” wall sign, and the South Elevation includes a 38.04 sq. ft. Mazda logo and name sign

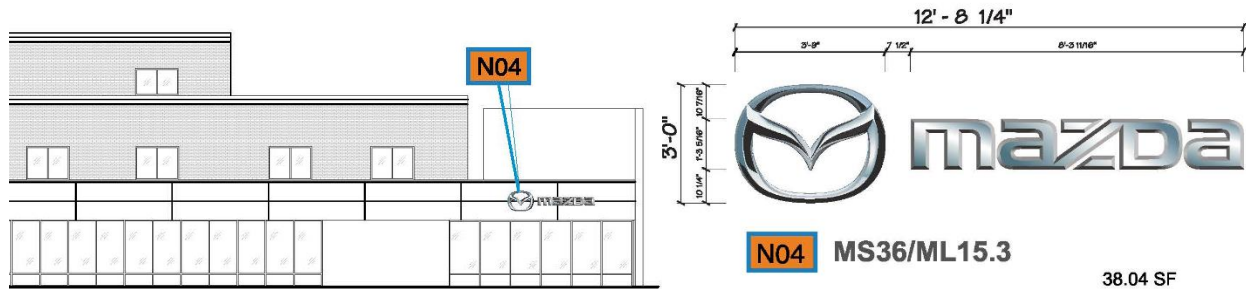


Figure 13: Close-up of the South Elevation and proposed Wall Sign

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Apartments	R6-Unincorporated St. Louis County	NA
South	Partial Office & Retail / Carriage House Condominium / Monsanto	GC-General Commercial / AR-Attached Single Family Residential / RO-Research Office Park District	Partial Old Olive Street Road / Olive and Lindbergh Boulevard Interchange
East	Retail and Office	GC-General Commercial	N. Lindbergh Boulevard
West	Office Retail	GC-General Commercial	NA

CREVE COEUR 2030 COMPREHENSIVE PLAN AND DESIGN GUIDELINES REVIEW

The subject property is included as a Campus District within the Mixed-Use Innovation Campus District that has a vision as a sustainable hub for cutting-edge research, job opportunities, and community amenities that encourages innovation, collaboration, and entrepreneurship in vibrant, mixed-use environment. The District is co-terminus with the 39 N Planning area. Lindbergh and Olive Boulevard are identified as Primary streets and Old Olive Street Road is identified as a Secondary street, that includes signage recommendations that wall signage is preferred, however consideration should be given to allow monument signs for multi-tenant, multi-use development on larger properties at the primary entrance to the shared parking facility. (P. 96-99).

The Design Guidelines offer further guidance 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).

While the use is pre-existing non-conforming, the proposed signs are largely in keeping with the recommendations and, with the exception of the brand identity of Mazda and Kia, all of the remaining wall signs are of a consistent font and style. And given the overall size of the buildings, they are in keeping with the scale of the development. Staff does have a concern regarding the overall size of the

Preowned Building, where the width of the building is 50 feet. Therefore, Staff has included a condition that the maximum sign area shall be 50 sq. ft. as measured by a single rectangle around the entire sign.

The pre-existing Kia pylon ground sign and the proposed monument sign for Mazda is not in keeping with these recommendations. Given the pre-existing nature of the pylon sign, Staff is not proposing that it should be removed at this time. Staff has included a condition that should the pylon sign be removed, any new sign shall comply with the current Sign Regulation ordinances for a low monument sign with a maximum sign area of 60 sq. ft. and no more than 12 feet in height for developments over 5 acres.

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.

For campuses, the Sign Regulations allow for flexibility through the approval of a comprehensive sign package that creates an overall identity for the campus, where all signs are compatible in theme, quality, and character with the surrounding area, per the Master Sign Plan provision below:

Section 405.950.J. Master Signage Plans. In keeping with the intent to allow flexibility in the design of planned developments and large campus development of contiguous multi-acre areas, not separated by major highways or public right-of-ways (i.e., Olive Boulevard), the following options may be available for signs accessory to uses in non-residential district properties of campus developments of three (3) or more multiple buildings with a minimum of ten (10) acres and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres) subject to:

- 1. As an alternative to what would otherwise be allowed, signs may be permitted 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 Sections 405.1060(D)(3) and 405.1120 of the Zoning Code. The Comprehensive Plan of signage shall show the location, size, height and extent of all proposed signs. In addition, the geographic limits of the area to be covered by the Comprehensive Plan of signage must be shown.*
- 2. Any application submitted pursuant to Subsection (J)(1) 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 notarized agreement of each record owner to the placement of such signs on their property. When an 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 and notarized statement signed by the record owners of such properties which indicates their endorsement of the application.*
- 3. The above-cited signage options shall be exercised in accordance with the standards for all planned developments as set forth in Section 405.1080. All proposed signs shall be reviewed based on the following criteria:*
 - a. Proposed signs are consistent with the purpose of this Article.*
 - b. Proposed signs are compatible with the theme, visual quality, and overall character of the surrounding area.*
 - c. Proposed signs are 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.*

The purpose of a Master Sign Plan is not simply to provide a variance to the property for more signage than would normally be allowed, but to provide for adequate signage that is keeping with the nature of large scale developments and campus settings. However, such deviations should be reasonable and in keeping with the overall intent of the Code.

In general wall signs are limited to one wall sign with a maximum sign area of 50 sq. ft., where adjacent to two or more public streets an additional sign with a maximum sign area of 50 sq. ft. is provided, per Section 405.950(B) Permanent Attached Signs. Section 405.120 Definition of Terms defines sign area as:

SIGN, GROSS SIGN AREA - The area within a single rectangle or circle enclosing the extreme limits of the sign, but not including structural supports which are not an integral part of the sign. Where a sign has two (2) or more faces which can be viewed from a single location, the gross area of all such faces shall be included in determining the total gross area of the sign.

Given the large scale of the building at 925 and 1025 N. Lindbergh Blvd., Staff finds that the wall signs are in scale for the development, with the exception of the Preowned Building at 10329 Old Olive Street Road, as discussed above, and a condition of approval includes that this sign area shall be reduced to a maximum sign area of 50 sq. ft. within a single rectangle. One item that should be addressed is the existing Kia Service sign on the south west corner of the building at 1025 N Lindbergh Blvd. that is not shown in the Master Sign Plan Package. The Applicant has indicated that this sign will be removed. Therefore a condition that the Kia logo be removed. However, if the Applicant wishes to provide a directional service sign in the same format the condition does include that such sign may be permitted provided it meets with the lettering style and font size as elsewhere on the campus and limited to 15 sq. ft.



Figure 14: Photo of the existing sign of the South Elevation of the Kia Building.

As discussed above, for a development over 5 acres, 405.950(C)(2)(c) provides for a single low monument sign with a maximum sign area of 60 sq. ft. and no more than 12 feet in height. A project or development may have one (1) additional low monument sign if there are two (2) or more entrances from different streets. The additional sign shall be limited to thirty (30) square feet and placed in accordance with the same provisions within this Section. This provision is available only to properties that have roadway access from two of the following streets: Olive Boulevard, Lindbergh Boulevard, North New Ballas Road, and Craig Road.

The proposed Master Sign Plan includes the 205 sq. ft. existing pylon sign that is over 53 feet in total height, at 1025 N. Lindbergh Blvd and a new 7'8" tall, 46.9 square foot monument sign at the south east corner of the property, replacing the existing 3 foot tall, 28 sq. ft. sign. If the property was not included as part of the Master Sign Plan for the campus, the maximum sign area allowed for a single tenant on a 2.57 acre site is a maximum sign area of 35 square feet with a maximum height of 8 feet, per Section 405.950(C)(1)(b) As discussed above, Staff has included a condition that should the pylon sign be

removed, any new sign shall comply with the current Sign Regulation ordinances for a low monument sign with a maximum sign area of 60 sq. ft. and no more than 12 feet in height for developments over 5 acres. Staff also recommends that the proposed monument sign for the Mazda Dealership should be lowered to 8 feet in height, and a maximum sign area of 35 sq. ft.

FORM OF THE DRAFT ORDINANCE

The draft ordinance contains the following customary conditions that primarily ensure adherence to proposed plan:

- The Applicant shall follow the Master Signage Plan received March 29, 2018 for all new or altered signage on the campus, as approved by the City of Creve Coeur, except as modified below. 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.
- The Applicant shall submit sign permit for any new sign.
- The Preowned building sign shall be reduced to a maximum sign area of 50 square feet within a single rectangle.
- The existing “Kia” sign over the service doors on the south west end of the building at 1025 N. Lindbergh Boulevard shall be removed. A directional Service sign may be permitted provided it meets with the lettering style and font size as elsewhere on the campus and limited to 15 sq. ft.
- The existing ground monument sign at 925 N. Lindbergh Boulevard shall be reduced to a maximum of 8 feet in height with a maximum sign area of not more than 35 sq. ft. The base of the structure shall have a solid base of at least one (1) foot in height with brick, stone or other material to match the related buildings, to be consistent with Section 405.950(C)(3) Design Standards for low monument signs.
- The ground sign identified on the site plan NO1 at the north corner of Lindbergh Boulevard and Old Olive Street Road is not permitted.
- Should the pre-existing, non-conforming pylon sign at 1025 N. Lindbergh Boulevard be removed, damaged, or destroyed beyond 50% of the value, any new sign shall comply with the current Sign Regulation for a low monument signs.
- No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.940(E)(5).

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the Lou Fusz Master Signage Plan to be 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 Lou Fusz Automotive Network Master Signage Plan subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of April 2, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

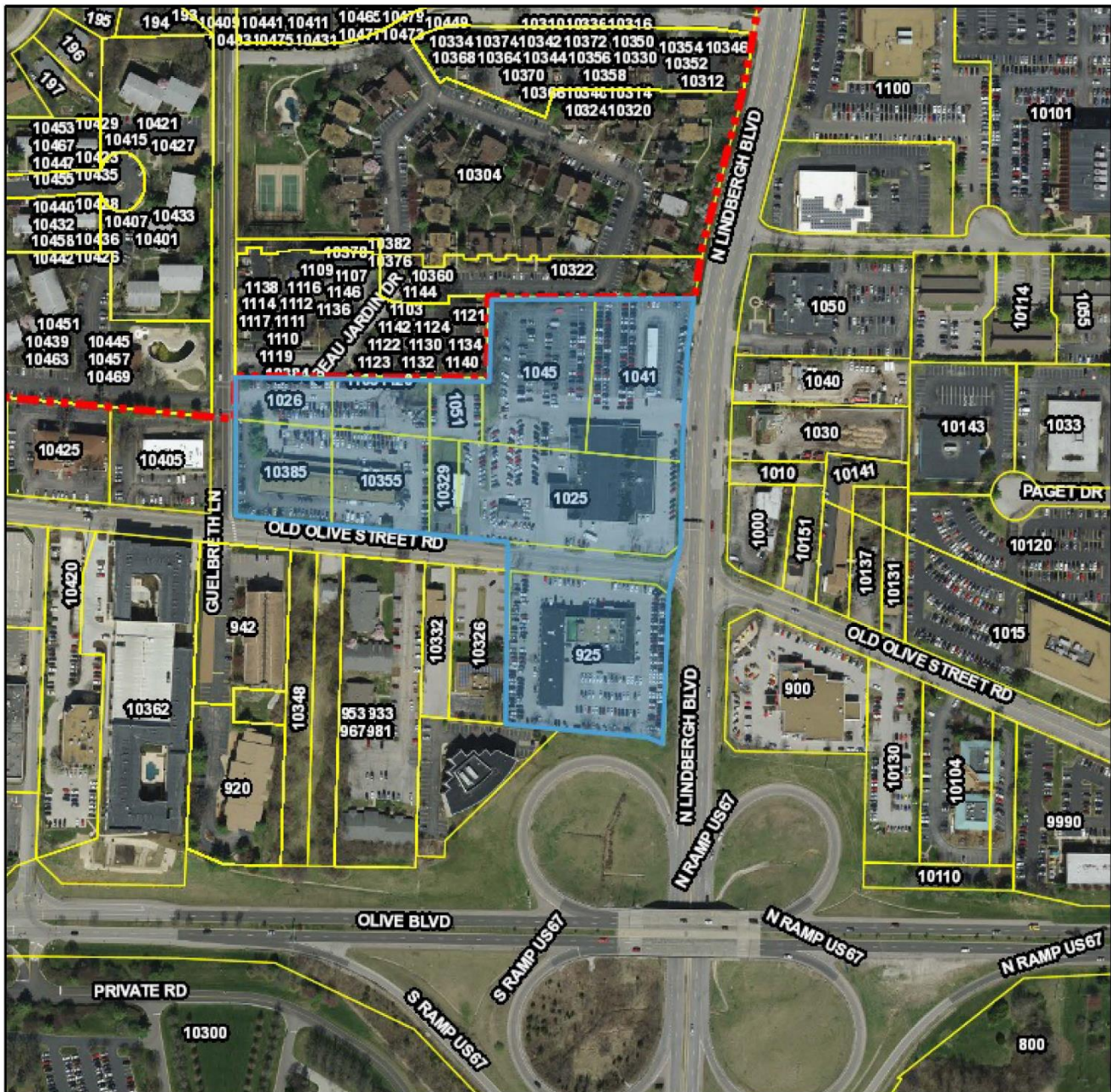
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

Lou Fusz Automotive Network



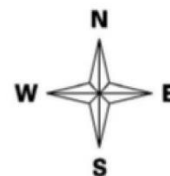
City Limits

Parcels

Parcels Label

Roads Labels

March 20, 2018



Prepared By

HORNER SHIFRIN

APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 3/28/2018



Description: View looking north at the Kia Dealership that is currently under construction, with the large pylon sign in the background.



Description: View looking south from across Old Olive Street Road at the existing Mazda Dealership. Building Permits for the approved renovation has yet been submitted, nor construction started.



Description: View looking north from across Old Olive Street Road at the existing Collision Center.

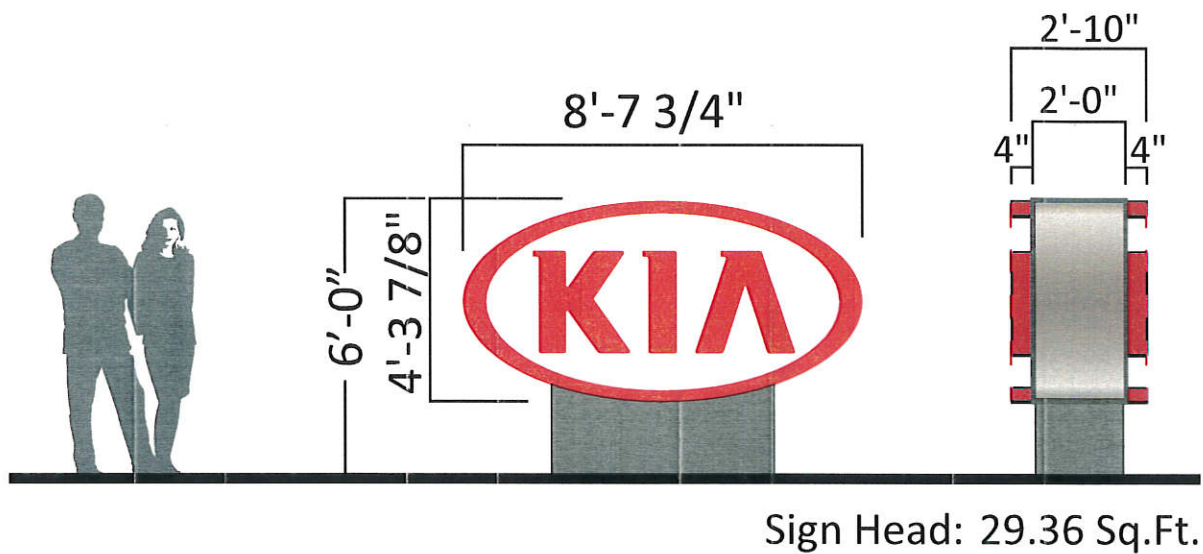


Description: View of the existing large pylon sign.

N01

KPSN10 Pylon Sign

*Custom Height



Specifications

Head:
Fabricated aluminum channel letters/oval, mounted to white backer panel.
White acrylic faces with Kia red vinyl applied first surface.
Red trim caps & returns
LED illumination

Column/Cladding:
Steel pole construction with Aluminum cladding painted silver

Colors

- Red Vinyl 3M #3630-83
- Metallic Silver - MP 18091
- Metallic Gray - MP 18214
- White Paint - Glossy

NOTE:
- Dealer to remove existing sign.
- Existing foundation will NOT be used for new KIA pylon sign.

Project ID

JP2-10505-R12

Date: 03-09-2017

Scale: 1/4"=1'-0"

Sales: E. Mackle

Designer: R Andree

Rev. #: R12 rva

Date: 04/02/2018

Revision Note:
R12: move N01 to single sheet

☒ Conceptual

Information Required:
Engineer drawings for custom height

☐ Master

☒ Electrical

☒ 120V ☐ 347V ☐ Other _____

Customer Approval

Signature _____

MM/DD/YYYY _____

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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MO003

Lou Fusz Kia

1025 North Lendbergh

St Louis, MO

Sign Item

N01

Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

1 PLANNING AND ZONING COMMISSION PUBLIC HEARING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, APRIL 2, 2018

5 6:30 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 18-012

9
10
11 THOSE IN ATTENDANCE:

12 Ms. Beth Kistner, Chairman

13 Mr. Tim Carney

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 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

1 CHAIRMAN KISTNER: Okay. Good evening,
2 Everyone.

3 We're going to call our meeting to order, the
4 Creve Coeur Planning and Zoning Commission for Monday,
5 April 2nd.

6 We'll start with our call to order. Our roll
7 call.

8 Mr. Carney?

9 MR. CARNEY: Present.

10 CHAIRMAN KISTNER: Ms. Hall? Is absent.

11 Mr. Magruder?

12 MR. MAGRUDER: Present.

13 CHAIRMAN KISTNER: Mr. Rovak?

14 MR. ROVAK: Present.

15 CHAIRMAN KISTNER: Ms. Silverman?

16 MS. SILVERMAN: Present.

17 CHAIRMAN KISTNER: Mr. Schuh?

18 MR. SCHUH: Present.

19 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

20 MR. LUMLEY: Here.

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

23 MR. JAGGI: Present.

24 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

25 MS. KELLY: Present.

1 CHAIRMAN KISTNER: And Planning
2 Assistant/Recording Secretary, Jessica Stutte?

3 MS. STUTTE: Present.

4 CHAIRMAN KISTNER: Next up we have public
5 hearing Application No. 18-012 for a master sign plan for
6 Lou Fusz Automotive Network to allow for additional
7 signage specific to automotive dealerships.

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

10 MR. HOLLANDER: Good evening, Commissioners.

11 I'm Steve Hollander with Hollander Architects.

12 Again, this is -- and Christine Mudd with Warren
13 Sign Company is here also.

14 This is probably our -- our last project we have
15 to -- to come before you, and we appreciate your
16 assistance in the previous projects where we have approved
17 the -- first the Subaru building and then the Kia building
18 and the Mazda building, and then the combination of sites
19 for the preowned building with Kia.

20 And we have finally been able to, I guess, get
21 agreement between Kia and Mazda so that their signage can
22 look similar except for their branding signage.

23 All of their non-branded signage is of the same
24 font and same color style for both projects, as opposed to
25 some other projects in town where it's different colors.

1 We did get Kia to agree to -- to go with the black color
2 as opposed to their Kia red. So, which was -- it took a
3 major concession on Kia to get that approval, so we are
4 for that.

5 We do have all of the sign package on a
6 PowerPoint, if you want to go through and see all the
7 signage, or we can just talk about issues that are still
8 remaining with the -- a few of the signs that staff has
9 pointed out.

10 What -- what is your preference?

11 CHAIRMAN KISTNER: I'm comfortable just focusing
12 on the issues, but does anybody else --

13 MR. MAGRUDER: Me too.

14 CHAIRMAN KISTNER: Just focus then on those.

15 MR. HOLLANDER: Okay.

16 CHAIRMAN KISTNER: Those issues.

17 MR. HOLLANDER: We'll discuss the issues then.

18 Yes, they're not numbered, but I guess the
19 fourth item on there, removal of the Kia sign over the
20 service doors on the south side of the building. That
21 will be removed as -- if you recall from the previous
22 project, service reception is moving over to the east
23 side, and we built a new service reception. So once we
24 get signage and everything else up on that portion of the
25 building that signage will be taken down.

1 The existing ground monument sign and the
2 proposed new one for the Mazda, we would like some special
3 consideration for that, and -- what do I need to push on
4 this, Jason, to --

5 MR. JAGGI: Yeah.

6 MR. HOLLANDER: Okay. The existing location of
7 the Kia sign is down here in this little corner, way on
8 the east, I guess that's the southeast corner of the
9 property. That's where the current sign is.

10 And that is where the new sign is also being
11 presented.

12 What is of concern is the size of the sign. And
13 we'd like you to take into consideration, A, first, that
14 location it's not your typical monument location. Your
15 typical monument location is generally somewhere up near
16 the front of almost any place you go.

17 And driving around your community recently, I
18 took notice, most of all monument signs are more used as
19 entrance monuments. This one really isn't.

20 Also the location and the distance from this to
21 Lindbergh Boulevard and/or to the bypass area or the
22 round -- roundabout area, there is much greater than is
23 typically seen in a monument location.

24 And then again, also, the only people that are
25 really going to see this sign in -- in -- are the people

1 heading north on Lindbergh, and then the people on the --
2 on the round-away.

3 People coming from the south, if you recall,
4 are -- in our site plan, we were -- we did have one row of
5 parking, and this row here eliminated, but that sign is
6 right up in here. It's generally going to be blocked
7 somewhat by the cars along there.

8 So we feel strongly, it is under your 8 foot
9 height requirement, it is over the square footage sign,
10 but due to the location, and, really, the visibility that
11 is provided, it's not up along a street, we'd like your --
12 your consideration to use this.

13 And, although it's no concern of yours, Mazda
14 doesn't have a smaller sign. They only model and take
15 care of particular size signs, and they kind of go across
16 the country and figure out what the average is.

17 This sign is 46, almost 47 square feet.

18 But it is where I think we're allowed 35, is
19 that correct, Whitney?

20 MS. KELLY: Correct.

21 MR. HOLLANDER: So we are over, but, again,
22 considering where it is and where the location is and the
23 visibility, it's not in a site path or anything else
24 that -- that people are going to see, so we would like
25 your consideration on allowing us to use that -- that sign

1 in that particular location.

2 Do we want to discuss one another or you have
3 any questions in regards to that?

4 MR. MAGRUDER: Is that Mazda or Kia?

5 MR. HOLLANDER: This is Mazda.

6 MR. MAGRUDER: Okay. Thank you.

7 MR. ROVAK: This is the black sign or the --

8 MR. HOLLANDER: Yes, this is the black sign. In
9 your report it is on page --

10 MS. KELLY: 24.

11 MR. HOLLANDER: Yeah, page 3 or 20 -- okay.

12 CHAIRMAN KISTNER: Why don't you continue, and
13 then we can discuss after we've --

14 MR. HOLLANDER: Okay.

15 CHAIRMAN KISTNER: -- heard all of your --

16 MR. HOLLANDER: All right. The -- the other
17 item is the preowned sign was over signage. We will
18 reduce that down to the 50 square feet when we come in for
19 a application on there.

20 And, let's see, oh, and then the -- since in the
21 last public hearing, if you recall, we -- we combined
22 the -- this Kia site along with this, what used to be the
23 old Subaru site into now the Kia preowned facility, and we
24 would like consideration to add a Kia monument in this
25 little landscape area here, which is the old -- which is

1 the NO1 sign.

2 I don't believe that's -- that is in their
3 packet?

4 MS. KELLY: No, it was removed at the last --

5 MR. HOLLANDER: Okay. But we do have those
6 that -- it was removed since we were, at the time, not
7 able to do that.

8 I will pass those out. And I believe both
9 Whitney and Jason, correct me, we had no -- no issues with
10 that sign except for the size again.

11 I think it's -- the -- the size of this sign,
12 the sign had the sign logo, is under 30 square feet,
13 however, again, the way that is calculated per city
14 standards, you square it off.

15 This is an oval sign. And then it is larger
16 than -- than the 30, the actual sign head itself is
17 29.36 square feet. Both on the Mazda sign and on the Kia
18 sign, we will put a masonry base around the -- the metal
19 supports and do the required landscaping. That -- that
20 was shown on the previous Mazda approval plans.

21 CHAIRMAN KISTNER: So on this, I know one sign,
22 the monument sign, the maximum square footage is -- this
23 one is 29 -- over 29 square feet, and 25 is the --

24 MR. HOLLANDER: No, the maximum size is 30,
25 however, the way the city calculates it, it -- it puts it

1 in a box as opposed to the actual sign area.

2 So the actual sign area is 29.36 square feet,
3 but if you box it out, it's 36, something like that, I
4 mean there's -- you've got air that's being counted as
5 signage.

6 CHAIRMAN KISTNER: Okay. Okay.

7 MR. HOLLANDER: Okay. And I think those take
8 care of it.

9 This -- this location for the NO1 is shown on
10 the -- is shown on your -- on the site plan in your packet
11 at -- at this -- yeah, at this location right here.

12 CHAIRMAN KISTNER: Okay.

13 Does anyone have questions for the applicant
14 right now, or would you like to hear from the staff first?

15 MS. SILVERMAN: I'd prefer to hear from staff.

16 MR. CARNEY: Hear from staff.

17 CHAIRMAN KISTNER: Okay. Thank you.

18 MR. HOLLANDER: Sure.

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

21 Signs are generally not reviewed by the Planning
22 and Zoning Commission, however under a special provision
23 of the code for master sign plan for large campuses over
24 10 acres, they can submit for a special package of signage
25 due to the unique nature of that campus.

1 Generally speaking, our code does not provide
2 all of the unique signs that are -- that are automobile
3 networks generally like, and, therefore, that is why
4 they're making this request today.

5 As we discussed, or as the applicant has
6 indicated, there was a number of -- zoom out. It's not
7 really zooming out.

8 So the existing monument sign is approximately,
9 for the Kia side, is approximately 53 feet tall, and
10 they've broken up each of the sign bands for -- to
11 calculate at 205 square feet.

12 The existing monument sign down here -- okay,
13 I'm having -- down here is approximately 28 -- existing
14 it's 28 square feet, so they are asking for a variance.

15 The purpose of a sign -- master sign plan is
16 for -- is to maintain conformity with the city's ordinance
17 regarding signs without creating -- just seeking variance
18 from the signs and creating a uniform for the entire
19 campus, uniform package.

20 We're generally okay with all of the wall signs.
21 They are larger than what is generally allowed, and
22 allowing for this distinction of the Lou Fusz as well.

23 Therefore, asking for a larger ground sign, at
24 this location, we feel is inconsistent with the sign plan
25 as they are already getting more than what is generally

1 allowed under the code.

2 And that would also be the same for the Lou
3 Fusz.

4 A single property of 30,000 square feet would be
5 provided one sign with a sign area of 30 square feet and
6 no more than 6 feet in height.

7 This sign was originally included over here, but
8 because they already have a sign, the existing sign, we
9 discussed moving -- moving it or taking that out, so it
10 was not included in the last revision that they submitted.

11 This did not become aware until like
12 four o'clock on Friday. So they are now seeking the
13 approval of the sign that's been used building, right
14 here.

15 CHAIRMAN KISTNER: I'm sorry, I'm getting mixed
16 up. Are you --

17 MS. KELLY: Okay.

18 CHAIRMAN KISTNER: When you're pointing to these
19 two, are you talking about the -- the new oval Kia one --

20 MS. KELLY: Yeah.

21 CHAIRMAN KISTNER: -- or the --

22 MS. KELLY: Yeah, the new oval Kia. They
23 originally wanted it here, in addition to the 200 square
24 foot that's up here, the existing one, but -- but because
25 our code only allows one sign per property or development,

1 we asked that they remove that one from the plan and,
2 therefore, the sign was actually taken out of the package
3 that's before you within your packet.

4 Friday afternoon they then wanted it back in,
5 but to replace -- move it over here in front of the used
6 car dealership that was the former Subaru.

7 MS. SILVERMAN: So they'll be -- NO1 sign, plus
8 this additional sign, is that correct?

9 MS. KELLY: There will be the sign with the --
10 what this is pointing to is the wall sign on --

11 MS. SILVERMAN: Yeah --

12 MS. KELLY: -- the building --

13 MS. SILVERMAN: -- I've got that.

14 MS. KELLY: -- of 50 square feet. Yes. So then
15 there would be -- this sign would be relocated to in front
16 of here.

17 MS. SILVERMAN: Okay. So --

18 CHAIRMAN KISTNER: The NO1 Kia sign?

19 MS. KELLY: Right.

20 MR. SCHUH: So the NO 1 Kia sign, where it is,
21 would move? It is not in addition to that sign?

22 MS. KELLY: Right.

23 MS. SILVERMAN: Okay.

24 MS. KELLY: However, as the applicant -- when we
25 last looked at it, I wasn't able to do a quick

1 calculation. This sign actually calculated to be
2 approximately 37 feet, and our code also says that sign
3 bases should be no more than 14 inches apart.

4 So we are generally okay with providing a sign
5 at that location provided that it meet with the code
6 requirement that it's no more than 30 square feet, the
7 masonry base, and that the sign bases are no more than
8 14 inches apart.

9 CHAIRMAN KISTNER: And by that, are you
10 referring to the fact that it's calling for about a 2
11 foot?

12 MS. KELLY: Yeah, it's approximately 2 feet
13 10 inches apart from each other.

14 MR. ROVAK: So just be a thinner sign is all
15 you're shooting for?

16 MS. KELLY: Yeah, a thinner sign.

17 MR. ROVAK: Less depth.

18 MS. KELLY: Like it needs -- yeah, less depth.
19 It needs to be scaled to be boxed in at 30 square feet,
20 and then have the masonry base.

21 MR. ROVAK: So -- okay. So that -- to get into
22 a 30 -- I'm just looking at a 30 square foot box, so
23 really nearly proportional. If it would be, I guess it
24 would be like 7 -- 7 foot 3 by 4 foot 2, something like
25 that, it's going to be --

1 MS. KELLY: Yeah.

2 MR. ROVAK: -- what we'd be looking at similar
3 proportions.

4 MS. KELLY: So it's important to note that they
5 are getting larger Kia signs --

6 VOICE: Uh-huh.

7 MS. KELLY: -- throughout the campus, and that
8 the existing large monument sign in your staff report on
9 page 3 is showing a 65 square foot sign here, as well as
10 the 57.8 square foot sign here, and so this would be an
11 additional nonconforming sign.

12 CHAIRMAN KISTNER: But that sign, that larger
13 one, should they choose to change it, would have to then
14 become conforming, correct?

15 MS. KELLY: Yes. We have included a provision
16 that should it get damaged or they wish to take it down,
17 that it have to meet the code requirement for a property
18 that size, which would be, I think 30 -- it's a condition
19 in the staff report -- yeah, the last bullet point -- or
20 second to the last is that if it gets beyond -- damaged or
21 destroyed or they wish to remove it, the sign shall comply
22 with any current sign regulation for a low monument sign
23 for property of this size, I believe it's 60 square feet
24 and no more than 12 feet in height for property over
25 5 acres.

1 CHAIRMAN KISTNER: Does anyone have any
2 questions for Whitney?

3 MR. CARNEY: I just had one question.

4 Have you ever figured any signs based on their
5 shape or do you always looked at a box to determine the
6 size?

7 MS. KELLY: The code does say that a sign
8 area -- the gross sign areas, the -- a single rectangle or
9 circle surrounding the extreme limits of the sign, so we
10 do look at it that way.

11 MR. CARNEY: Okay.

12 MS. SILVERMAN: And the code does specify that,
13 correct?

14 MS. KELLY: Right. It's under definition of
15 terms, sign, gross sign area.

16 MR. LUMLEY: I have a question just -- just to
17 clarify where things stand.

18 So staff is not proposing to change any of this
19 proposed conditions, right?

20 MS. KELLY: Correct.

21 MR. LUMLEY: And, but you are agreeable to
22 adding a condition that says that they can add the
23 conforming sign at the new location?

24 MS. KELLY: Correct.

25 MR. LUMLEY: Okay.

1 CHAIRMAN KISTNER: So that would require a
2 condition to have that one?

3 MS. KELLY: Right.

4 CHAIRMAN KISTNER: Okay.

5 MR. SCHUH: On -- on the Mazda sign it says that
6 it measures out to 46.9 square feet. If I'm reading this
7 correctly, the limit is not 45, but 35 square feet?

8 MS. KELLY: Correct.

9 MR. SCHUH: Okay.

10 MS. KELLY: Our current code for properties
11 between 2 and 5 acres, you can go up to 8 feet tall, but
12 the sign area is 35 square feet, and you have a masonry
13 base, so that's what we're suggesting at this location.

14 That site is 2.7 acres in and of itself.

15 MR. SCHUH: What is -- what is staff's position
16 on the Mazda sign?

17 MS. KELLY: That it should comply with the
18 current regulations, which is what our condition of
19 approval suggests.

20 They are getting the larger wall signs in
21 consideration of the use and allowing for the tenant
22 identification. And the scale of the building is so
23 large, therefore, we feel like the existing monument
24 sign -- the monument sign should comply with the existing
25 regulations.

1 CHAIRMAN KISTNER: But just to clarify though,
2 under a master sign plan, you can vary from those
3 individual sign regulations that it is up to the
4 discretion --

5 MS. KELLY: It is up to the --

6 CHAIRMAN KISTNER: Those are reference points
7 when you're talking about a master sign plan, correct?

8 MS. KELLY: Correct. A master sign plan does
9 allow for deviation provided that a number of other
10 factors are provided, such as scale and harmony with the
11 development; that there's some consistency in the quality
12 and the design throughout the entire campus.

13 However, it is -- it does state that it is
14 intended they shall still comply with the standards for
15 sign, which is to maintain the esthetic appearance of the
16 city, the effective use of signs as a means of
17 communication and to prevent the visual clutter throughout
18 the area.

19 CHAIRMAN KISTNER: Any other questions for
20 Whitney?

21 Are there any members in the audience who would
22 like to comment on this matter?

23 Seeing none.

24 MR. LUMLEY: Ready for exhibits?

25 CHAIRMAN KISTNER: Yes.

1 MR. LUMLEY: I offer the following exhibits into
2 the record of this public hearing: Documentation in the
3 custody of the City Clerk reflecting the public notice
4 provided regarding the hearing; the City Code of
5 Ordinances and Charter, the City Comprehensive Plan and
6 the public file regarding this application.

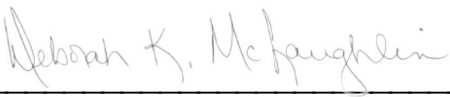
7 CHAIRMAN KISTNER: Okay.

8 The hearing is closed.

9 (The public hearing was closed at 7:04 p.m.)

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

Meeting: 04/23/18 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

ORDINANCE

**Bill No. 5705 - an Ordinance Amending the Adopted 2018
Capital Fund Budget of the City of Creve Coeur by
Authorizing Additional Appropriations and Unappropriations
from Operating Departments. Final Reading and Passage**

Additional funding for Dielmann HVAC and design for the New Ballas Road sidewalk projects.

Ordinance

Meeting of April 23, 2018

REVISED BILL NO. 5705

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ADOPTED 2018 CAPITAL FUND BUDGET OF THE CITY OF CREVE COEUR
BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS**

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

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE CAPITAL FUND FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$19,473

CAPITAL FUND

DIELMANN HVAC (02-61-71-9506-18309)	\$	1,415
N. NEW BALLAS RD SIDEWALK (02-61-71-9510-17710)	\$	18,058
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	\$	19,473

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE CAPITAL FUND FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$19,473

CAPITAL FUND

PARK BRIDGE REPLACEMENT (02-61-71-9506-17317)	\$	19,473
TOTAL ADDITIONAL UNAPPROPRIATIONS-CAPITAL FUND	\$	19,473

SECTION 3. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2018.

ROBERT HOFFMAN

REVISED BILL NO. 5705

ORDINANCE NO. _____

PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2018.

ATTEST:

BARRY GLANTZ
MAYOR

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: April 4, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendments

As pointed out in Matt Wohlberg's attached memo, a budget amendment is necessary to reallocate funds within the Capital Fund. Therefore, the following amendment is recommended for the FY2018 budget to account for the changes in unexpected costs within the Capital Fund:

1. Capital Fund
 - a. Dielmann HVAC (02-61-71-9506-18309) – Increase by \$1,415 due to additional costs that were not originally projected
 - b. New Ballas Road Sidewalk (02-61-71-9510-17710) – Increase by \$18,058 for additional unexpected costs for design work

The above requests for additional funds of \$19,473 will be accomplished by appropriating funds to these Capital accounts and unappropriating funds from the Park Bridge Replacement account (Park Bridge Replacement 02-61-71-9506-17317) by \$19,473. The park bridge project has been deferred to the future. Because the increases and decreases to the Capital Fund are equal, the net effect to the Capital Fund is \$0. I would be pleased to respond to any questions.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: April 4, 2018

TO: Lori Obermoeller, Director of Finance

CC: Jason Valvero, Director of Recreation
Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Construction Change Order
Dielmann Recreation Complex HVAC Improvements

Several modifications were required to make the existing HVAC equipment compatible with the new boiler, air handler, and condenser that have been installed through the Dielmann Recreation Complex HVAC Improvements Project. These modifications were relatively minor. Two of the changes were necessary in order to meet the requirements of the applicable codes, and staff has authorized these to proceed in order to complete the project and to have an operational system for the building.

These modifications involved the following:

1. Addition of two thermostats (\$197.00). The cost to add these thermostats to the project while the HVAC contractor was on site was less expensive than if these were to be added at a later date.
2. Replacement of a freeze stat and the addition of an access panel (\$685.00). An operational freeze stat is required for the proper function of the air handler unit. The project planned to use the existing freeze stat for the new equipment, but this device was found to be inoperative. The access door was optional, but it will allow for future maintenance without the need to remove ducts.
3. Duct work and fire caulking for mechanical inspection (\$766.00). This work was required to the existing ducts to satisfy the comments from the mechanical inspection by St. Louis County.

These three changes total an additional cost of \$1,648.00 for the project.

Budget Summary

The Dielmann Recreation Complex HVAC Improvements are provide for under capital account 02-61-71-9506-18309. FY2018 of this account currently has a budget of \$128,600. Costs associated with this project have been as follows:

Project Phase	Contractor	Total Cost
HVAC Design	Conrad Lutz & Associates	\$ 8,800.00
Bid Advertisement	Missouri Lawyers Media	\$ 616.00
Dielmann HVAC Improvements	DEKA Service	\$ 118,951.00
Dielmann HVAC Change Order	DEKA Service	\$ 1,648.00
Total		\$ 130,015.00

Budget	\$ 128,600.00
Total project cost	\$ 130,015.00
Budget shortfall	\$ 1,415.00

Recommendation

I recommend a budget adjustment to increase the FY2018 budget for account 02-61-71-9506-18309 of the capital fund by \$1,415 to provide the additional funding needed for the Dielmann Recreation Complex HVAC project. These additional costs were necessary to meet the permitting requirements for the HVAC system and have allowed the system to run and the building to be occupied and used without temporary rental equipment.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: April 4, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Execution of Supplemental Design Agreement #2
New Ballas Sidewalk Improvement Project

The City has hired Horner & Shifrin to complete the design for the New Ballas Sidewalk Improvement Project. The progression of the Santino Court development and easement negotiations with homeowners have resulted in the need to re-design a significant portion of the project. Staff recommends that the City enter into a supplemental agreement with Horner & Shifrin to provide for these additional services.

Project Summary

The New Ballas Sidewalk Improvement Project involves adding a sidewalk along the west side of North New Ballas Road, from Ladue Road to De Smet Jesuit High School, in order to fill the gap in the sidewalk network. This project passes through seven properties, and the City requires easements from all of these property owners in order to proceed with the project.

The City was awarded a federal Transportation Alternatives Program (TAP) grant that will assist with the costs related to the easement-acquisition and construction phases of the project.

The project is currently in the design and easement-acquisition phase of the project. Construction is planned for later winter and spring of 2019.

Design Supplemental Agreement

Conditions along the sidewalk have changed for three of the seven properties through which the proposed sidewalk will be built. These changes are summarized below:

- Santino Court development (151 North New Ballas Road and 157 North New Ballas Road). This development proposes to lower the hillside that fronts North New Ballas Road, which will eliminate the need for retaining walls along these two properties. The development will also eliminate one driveway entrance onto North New Ballas Road that was originally planned to be removed and replaced.
- 11900 Emerald Green Drive. The original design for this project involved adding retaining walls to help protect the existing trees on this property. During the easement discussions with the property owners, staff and the owners agreed that removal and replacement of these trees and the elimination of the wall was in both the interest of the City and of the homeowners.

These changes affect approximately one half of the project, leading to a significant re-design effort.

The supplemental agreement provides for the additional coordination, plan revisions, and possible easement revisions that have become necessary. This supplemental agreement also considers the project schedule, as these revisions to the project would need to begin immediately in order to have any easement revisions complete by May and the design completed by June, as is required to meet the schedule for the grant.

The proposed supplemental agreement is for the not-to-exceed amount of \$18,058. This price seems to be fair, given the scope of the revisions and the short schedule for them.

With this supplemental agreement, the design contract would involve the following costs:

Original Contract	\$ 20,669
Supplemental Agreement #1	\$ 9,700
<u>Supplemental Agreement #2</u>	<u>\$ 18,058</u>
Total Design Services	\$ 48,457

Construction Impact

The elimination of most of the retaining walls that were originally included in the project and the other modifications is estimated to reduce the cost to construct the project by about \$25,000 to \$30,000. The cost to maintain these retaining walls in the future will also be eliminated.

Cost Summary

With the supplemental agreement and the changes associated with it, staff estimates that the project costs will be as follows:

Project Phase	Fiscal Year	City Funds	Grant Funds	Total Cost
Design	FY2018	\$ 48,457	\$ 0	\$ 48,457
Right of Way	FY2018	\$ 34,970	\$ 42,400	\$ 77,370
Construction	FY2019	\$ 47,000	\$ 188,000	\$ 235,000
Totals		\$ 130,427	\$ 230,400	\$ 360,827

The City did not seek grant funding for the design phase in order to expedite the project's schedule.

Financing

The FY2018 capital budget must be increased to provide for this supplemental agreement. Accordingly, the first reading of a budget adjustment is proposed for April 9, 2018, which would increase capital account 02-61-71-9510-17710 from \$87,607 to \$105,665.

Recommendation

Staff recommends that the City Council authorize the execution of the supplemental design agreement with Horner & Shifrin and that the City Council approve the budget adjustment necessary to fund this supplemental agreement. The additional costs incurred for design revisions this fiscal year are expected to lower construction and maintenance costs by a greater amount in the future.



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

Meeting: 04/23/18 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5706 - an Ordinance Repealing Ordinance No. 5011 and 5106 and Authorizing a New Conditional Use Permit and Site Development Plan Approval for the Waterway Gas and Wash Facility Located at 10559 Old Olive Street Road. First Reading

Mike Goldman, of Waterway Gas and Wash, has submitted a request to amend the conditional use permit and site development plan for the renovation of the property at 10559 Old Olive Street Road. Renovations include an addition to the building and reorienting the gas pumps and canopy structure. Gasoline Stations with Convenience Stores (NAICS #447110) and Car Wash Facilities (NAICS #811192) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the GC-General Commercial District. The Commission recommended approval on April 16, 2018.

Ordinance

Meeting of April 23, 2018

BILL NO. 5706

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NO. 5011 AND 5106 AND
AUTHORIZING A NEW CONDITIONAL USE PERMIT AND SITE
DEVELOPMENT PLAN APPROVAL FOR THE WATERWAY GAS AND WASH
FACILITY LOCATED AT 10559 OLD OLIVE STREET ROAD**

WHEREAS, Gasoline Stations with Convenience Stores (NAICS #447110) and Car Wash Facilities (NAICS #811192) are conditional uses in the GC-General Commercial District; and

WHEREAS, Mike Goldman, of Waterway Gas and Wash, has submitted a request to amend the conditional use permit and site development plan for the renovation of the property at 10559 Old Olive Street Road that include an 1,037 addition to the building and reorienting the gas pumps and canopy structure; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 16, 2018, 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 renovations to the site, subject to the conditions contained herein, at its meeting on April 16, 2018; 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 rezoning is in the public interest and the proposed conditional use, when subject to certain conditions set forth herein:

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

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

SECTION 1: Ordinance Numbers 1139, 1925, 5011 and 5106 are hereby repealed

BILL NO. 5706

ORDINANCE NO. _____

SECTION 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of Gas Station with convenience store and car wash facility located at 10559 Old Olive Street Road, with such property being described as follows:

A tract of land conveyed to Waterway Gas & Wash Company, a Missouri corporation, by deed recorded in Deed Book 12076, Page 473 of the St. Louis County Records, being Part of Share "A" of the Subdivision in Partition of the Estate of August Guelbreth, situated in the Southwest Quarter of Section 36, Township 46 North, Range 5 East and in the Northwest Quarter of Section 1, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the most Eastern corner of property conveyed to Edna Dorothy Lapin, Trustee of the Edna Dorothy Lapin Revocable Trust, dated July 8, 1993, by deed recorded in Deed Book 9792, Page 1864 of the St. Louis County Records, being a point on the Northwestern right of way line of Old Olive Street Road (formerly Olive Street Road) variable width; thence Southwesterly, along the Northwestern right of way line thereof, South 34 degrees 53 minutes 47 seconds West, 202.59 feet to a point; thence Northwesterly, departing said Northwestern right of way line, North 55 degrees 02 minutes 36 seconds West, 109.76 feet to its intersection with a point on the Western line of Share "A" of the Subdivision in Partition of the Estate of August Guelbreth, as aforementioned; thence Northeasterly, along said Western line, North 00 degrees 01 minute 00 seconds East, 228.76 feet to the Northwestern corner of property conveyed to Edna Dorothy Lapin, Trustee, as aforementioned; thence Northeasterly, along the Northern line of said property conveyed to Edna Dorothy Lapin, Trustee, North 74 degrees 13 minutes 00 seconds East, 101.26 feet to the Northeastern corner thereof; thence Southeasterly, along the Eastern line thereof, South 35 degrees 18 minutes 00 seconds East, 187.50 feet to the point of beginning and containing 43,608 square feet (1.00 acre, more or less).

And,

A tract of land being part of that property conveyed to BCC Partners, LLC, a Missouri limited liability company, by deed recorded in Deed Book 21384, Page 1879 of the St. Louis County Records, being Part of Share "A" of the Subdivision in Partition of the Estate of August Guelbreth, situated in the Southwest Quarter of Section 36, Township 46 North, Range 5 East and in the Northwest Quarter of Section 1, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the most Western corner of said property conveyed to BCC Partners, LLC, being a point on the West line of said Share "A"; thence Northeasterly, along the Western line of said Share "A", North 00 degrees 01 minute 00 seconds East, 165.10 feet to its intersection with a point on the Northwesterly prolongation of the Northeastern line of property conveyed to Waterway Gas & Wash Company, a Missouri corporation, by deed recorded in Deed Book 22734, Page 2168 of the St. Louis County Records; thence Southeasterly, along the Northwesterly prolongation thereof, South 35 degrees 18 minutes 00 seconds East, 168.54 feet to the Northeastern corner thereof; thence Southwesterly, along the Northern line of said property conveyed to Waterway Gas & Wash Company, South 74 degrees 13 minutes 00 seconds West, 101.26 feet to the point of beginning and containing 8,043 square feet (0.185 acres, more or less).

SECTION 3: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of a 5,265 sq. ft. (4,228 sq. ft. Existing, + 1,037 sq. ft. Addition) Gas Station with convenience store and Car Wash facility, with 8 gas pumps, and 9 outdoor vacuums located at 10559 Old Olive Street Road.
2. The Car Wash Hours of Operation, including the vacuums shall be limited to 7 AM to 9 PM, seven days a week, and the Gas Station Hours of Operation shall be limited to 7AM to 10 PM.
3. The Applicant is required to submit Grading and Site Improvement Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading and Site Improvement Plans shall be in substantial conformance with the Site Development Plans and the Landscape Plan submitted on April 9, 2018 as bound together and submitted in conjunction with Application #18-016 by The Clayton Engineering Company, Inc., and as amended below.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Exterior Elevations" submitted on April 9, 2018 as bound together and submitted in conjunction with Application #18-016 by The Clayton Engineering Company, Inc., and as amended below.
5. Accessory structures such as trash enclosures and fencing and similar site elements are to be compatible with the architecture of the main buildings and should use similar materials. The white vinyl doors of the trash enclosure shall be revised to be a darker color for the Zoning Administrator's approval.
6. The Gas Station canopy lighting shall be in conformance with the Photometric Plan dated received April 9, 2018, which provides for an average illumination level of 22.31 foot-candles, and a maximum illumination level of 28.5 foot-candles during evening operation. Areas on the apron away from the gasoline pump islands used for parking or vehicle storage shall be illuminated in accordance with the requirements for surface parking areas.
7. The Landscape Plan shall be revised to provide for a minimum of three inch caliper trees as required by Sections 405.540, and the evergreen hedge along Old Olive Street Road shall be maintained to provide sufficient headlight screening as required by Section 405.810(A)(5)
8. An underground irrigation system shall be installed and maintained to serve all new landscaped areas. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt manner.
9. The Applicant shall provide the appropriate easement for the new sidewalk along Old Olive Street Road in coordination with MODOT.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code. Specifically, no temporary signs, including window signs, shall be placed on the car wash building.
11. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance.
12. Noise levels shall meet with the St. Louis County standards.
13. Any mechanical equipment installed for the site shall be properly screened with approved materials.
14. 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.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit

BILL NO. 5706

ORDINANCE NO. _____

shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

16. 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.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF _____, 2018.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #18-016: AMEND THE CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR THE RENOVATION OF THE WATERWAY GAS AND WASH LOCATED AT 10559 OLD OLIVE STREET ROAD

FOR THE MEETING OF: Monday, April 16, 2018 at 6:30 PM

LOCATION: 10559 Old Olive Street Road, zoned GC General Commercial District

REQUEST: Mike Goldman, of Waterway Gas and Wash, has submitted a request to amend the conditional use permit and site development plan for the renovation of the property at 10559 Old Olive Street Road. Renovations include an addition to the building and reorienting the gas pumps and canopy structure. Gasoline Stations with Convenience Stores (NAICS #447110) and Car Wash Facilities (NAICS #811192) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the GC-General Commercial District.

ADDITIONAL INFORMATION: The property at 10559 Old Olive houses the gas station and car wash, and was originally built in 1972. A Conditional Use Permit for construction of the canopy was approved through Ordinance Number 1139 on February 24, 1986. The Conditional Use Permit was amended through Ordinance Number 1925 on March 12, 1998 to allow for modifications to the existing building, circulation adjustments, and additional landscaped areas. On December 21, 1998, the Planning and Zoning Commission approved a Minor Site Plan for the Waterway Gas and Wash which included both parcels. The plan extended a portion of the Waterway parking lot onto the south parcel. In 2007, Ordinance 5011 included a new CUP for both properties, and this Ordinance was amended in 2009 with Ordinance 5106, to its current site plan. Staff is recommending a repeal of all prior ordinances and replacement with a new ordinance.

Key Issues:

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

Creve Coeur 2030

- Mixed-Use Innovation Campus District (MUIC)
- Design Guidelines

Zoning Code References

- Section 405.210: Regulation of Uses, Table A
- Section 405.360 GC-General Commercial District
- Section 405.470 Conditional Uses
- Section 405.1060 Zoning Changes and Text Amendments

APPLICANT: Mike Goldman
Waterway Gas & Wash
727 Goddard Ave.
Chesterfield, MO 63005

APPLICANT'S REPRESENTATIVE: JR Willhite
The Clayton Engineering Company
2268 Welsch Industrial Court
St. Louis, MO 63146



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 4/12/2018
ATTACHMENTS: Applicant's Revised Materials received April 6, 2018
Draft Ordinance
Ordinance 5106 and Ordinance 5011

PROPOSAL

The Applicants are seeking to reorient the gas canopy structure, construct a 1,037 square foot addition for a new lobby area, and provide new landscaping in front of the building. Overall site coverage will decrease from 67.62% to 66.30%. The hours of operation will be from 7AM to 10PM for gas, and 7AM to 7PM for the car wash facility.

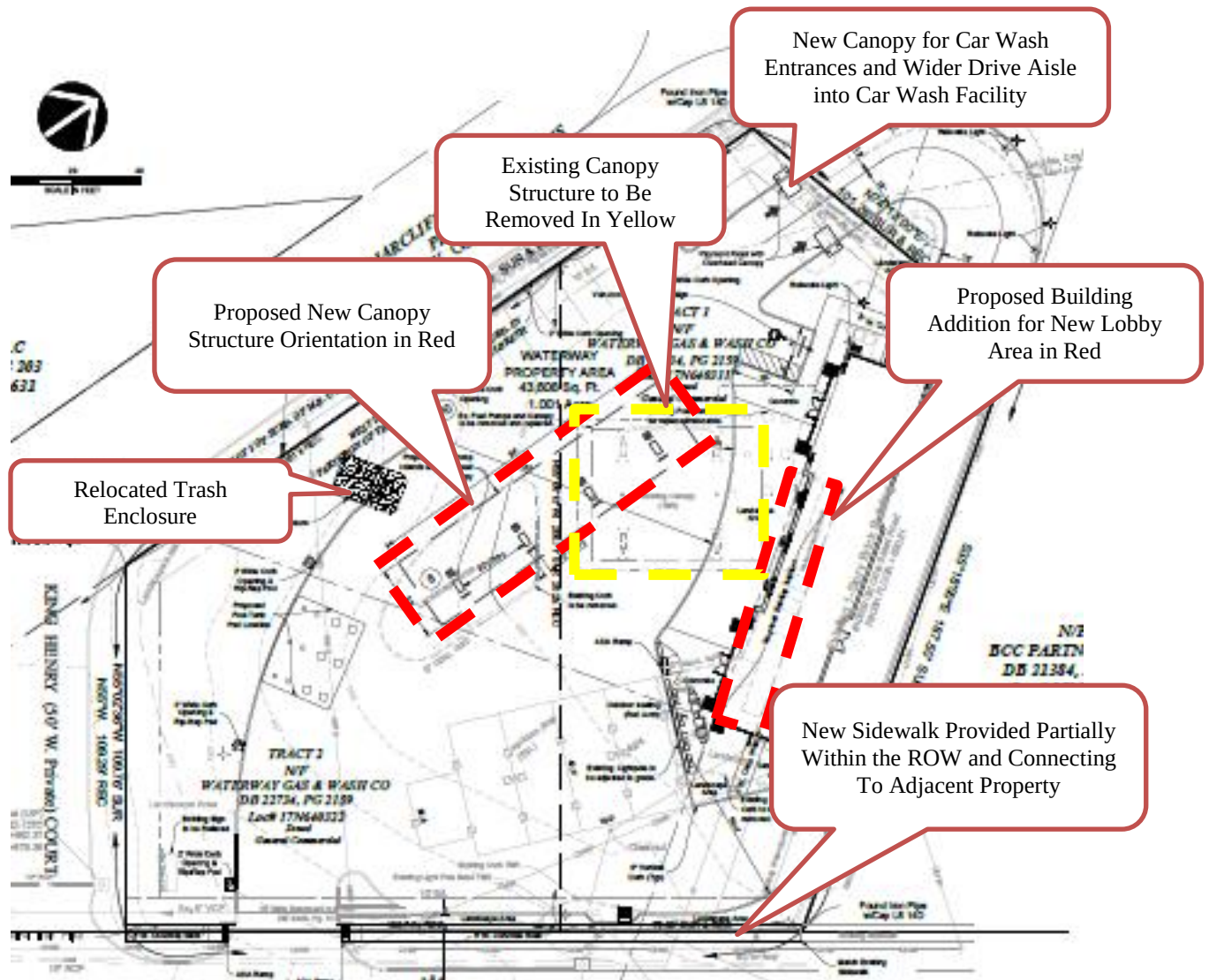


Figure 1: Close up of the Applicant's Site Development Plan



Figure 2: Revised South Elevation



Figure 3: Proposed East Elevation along Old Olive Street Road, and a Photo of the Existing Facility.

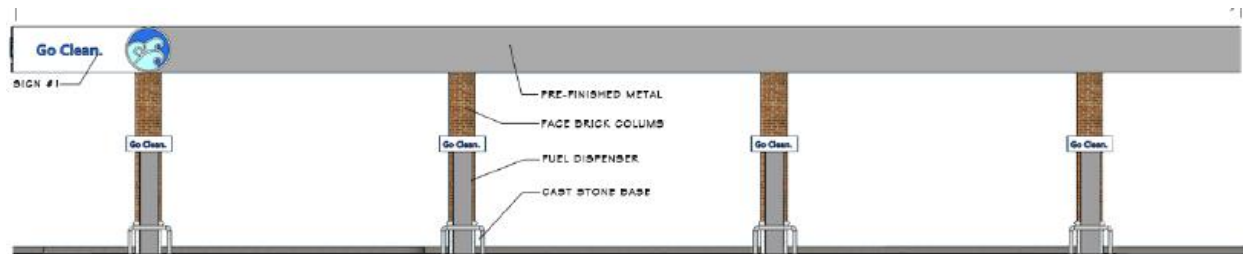


Figure 4: Proposed Gas Pump Canopy Structure

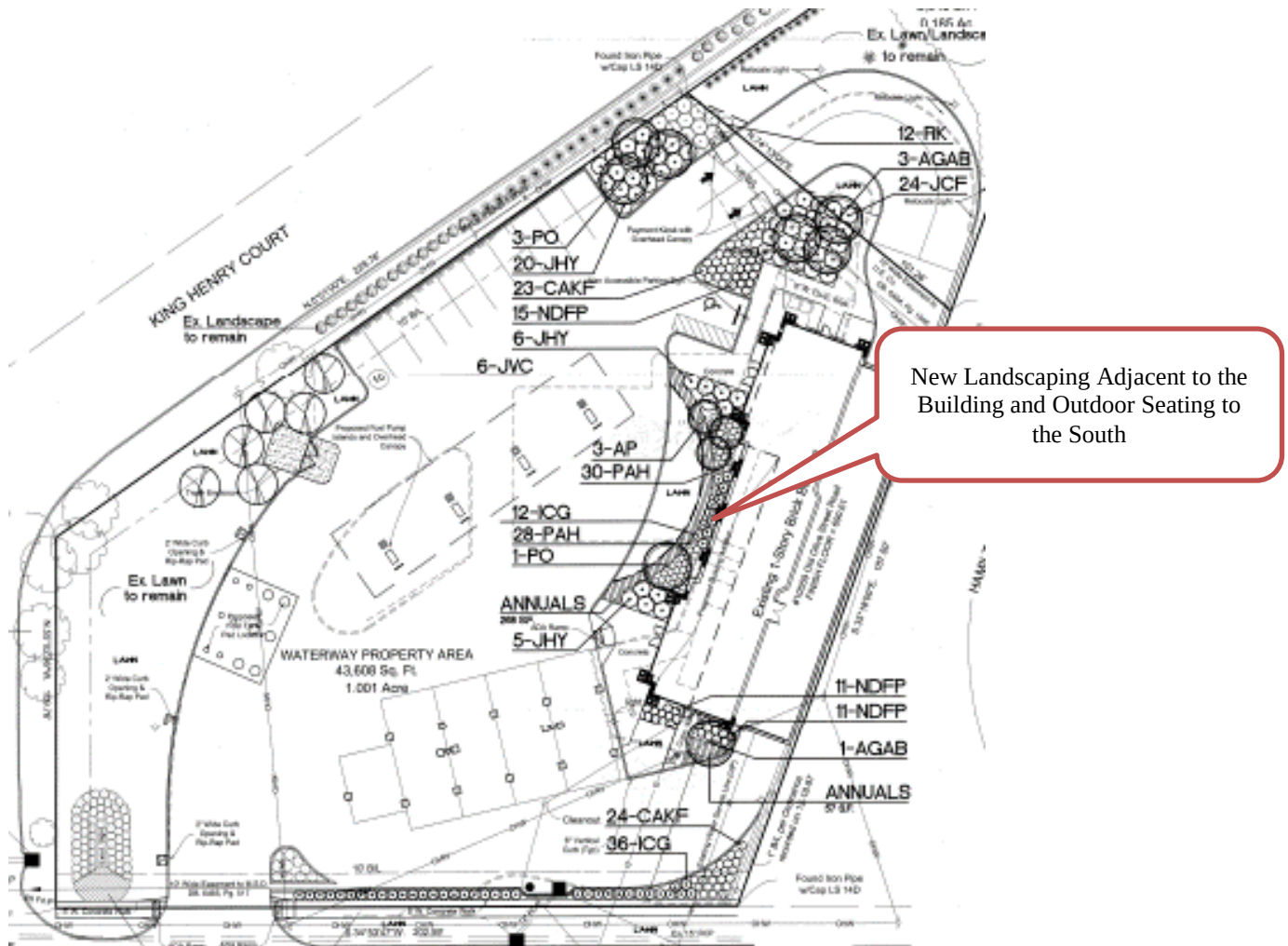


Figure 5: Close up of the Applicant's Landscape Plan.



Figure 6: Photo of Existing Building and Canopy Structure

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	The Vue Apartments	PRD-Planned Residential Development	N/A
South	Fitness Edge	GC-General Commercial	King Henry Court
East	Creve Coeur Pavilion	GC-General Commercial	Old Olive Street Road
West	Briarcliff Condominiums	Un-zoned	King Henry Court

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District that is intended for the development of office, laboratory, institutional, and research buildings for the biotech industry, supported by diverse housing options, active uses, and other community amenities.



Within the 39 N. Master Plan, this area is the Retail Area of the District that would support the biotech industry employees and visitors.

Figure 7: Close of the District Areas within the 39 N. Master Plan, p. 32.

The City's Design Guidelines provide for further recommendations regarding Auto Service Stations, that include limiting the amount of bare pavement with landscaping, contrasting colors, and banding or pathways of alternate paver material. The building architecture should be designed to provide an attractive appearance that is compatible with the surrounding area, and separate structure, such as a canopy, car wash or cashier's booth, on the site should be avoided. (p. 11). Further, on Page 12, a car

wash that is incorporated into the project shall be well integrated into the design. The car wash openings should be sited so that they are not visible as the primary view from the street into the project site. While the existing structure is pre-existing non-conforming in regarding to this last recommendation, overall the proposed building addition will be in keeping with the existing architecture of the building. Significant new landscaping is provided in front of the building, and along Old Olive Street Road and King Henry Court.

The trash enclosure is being relocated to the front of the parking row, where such facilities should be positioned to minimize view and visual impact, and located behind the main building as much as possible (p. 10). However, new landscaping is provided to screen the structure, and it is angled so that the main view from Old Olive Street Road is limited. The elevations indicate that the gates are to be a white vinyl. The use of the materials is inconsistent with the recently adopted regulations against the use of white vinyl fences, and therefore Staff has included a recommendation that a darker color shall be used, to further blend the structure into the landscape.

Further, the new canopy structure will decrease the non-conforming striping/signage with a more neutral light grey color, in keeping with the City's Sign Ordinance. Therefore, in as much as this request can, the request further the goals and objects for of the Creve Coeur 2030 Plan and the 39 N. Master Plan, as well as with the City's Design Guidelines.

ZONING REVIEW

The subject property is GC-General Commercial District, where Gasoline Stations with Convenience Stores (NAICS #447110) and Car Wash Facilities (NAICS #811192) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the GC-General Commercial District. The existing facility is pre-existing, non-conforming, where site coverage is decreasing from 67.62% to 66.30%. Therefore, the zoning analysis is limited to review of the Landscaping and Photometric aspects of the Site.

Landscaping

As discussed above, the site is pre-existing non-conforming, where the ordinance requires that the first 10 feet shall be landscaped, and provide a new sidewalk if there is not an existing sidewalk, per Section 405.240(B)(2) of Setback and Building Lines. Along Old Olive Street Road, the drive aisle from the car wash facility goes to the property line, except for a small break. The revised drawings eliminate this break, however, the Applicants are pulling back the curb by 3 feet to provide additional landscaping is along the entire length thereby decreasing the degree of the non-conformity, and they are providing a new sidewalk along Old Olive Street Road to match the adjacent property. The side walk is partially within the right-of-way and on the Applicant's property. Staff has included a condition of approval that the final plans include an easement covering the portions of the sidewalk on private property area to extend one foot behind the sidewalk to MODOT.

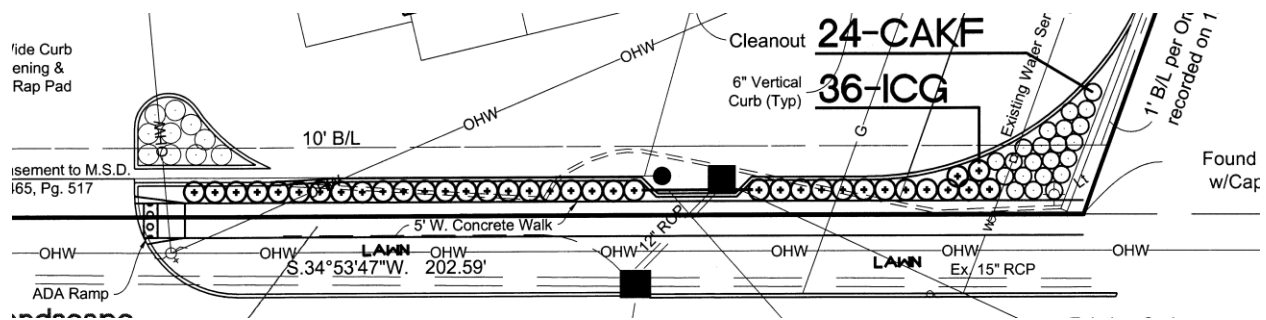


Figure 8: Close up of the Landscape Plan along Old Olive Street Road & new public sidewalk.

New landscaping is being provided throughout the site and adjacent to the building to soften the area and screen the entrances and exit of the car wash areas.

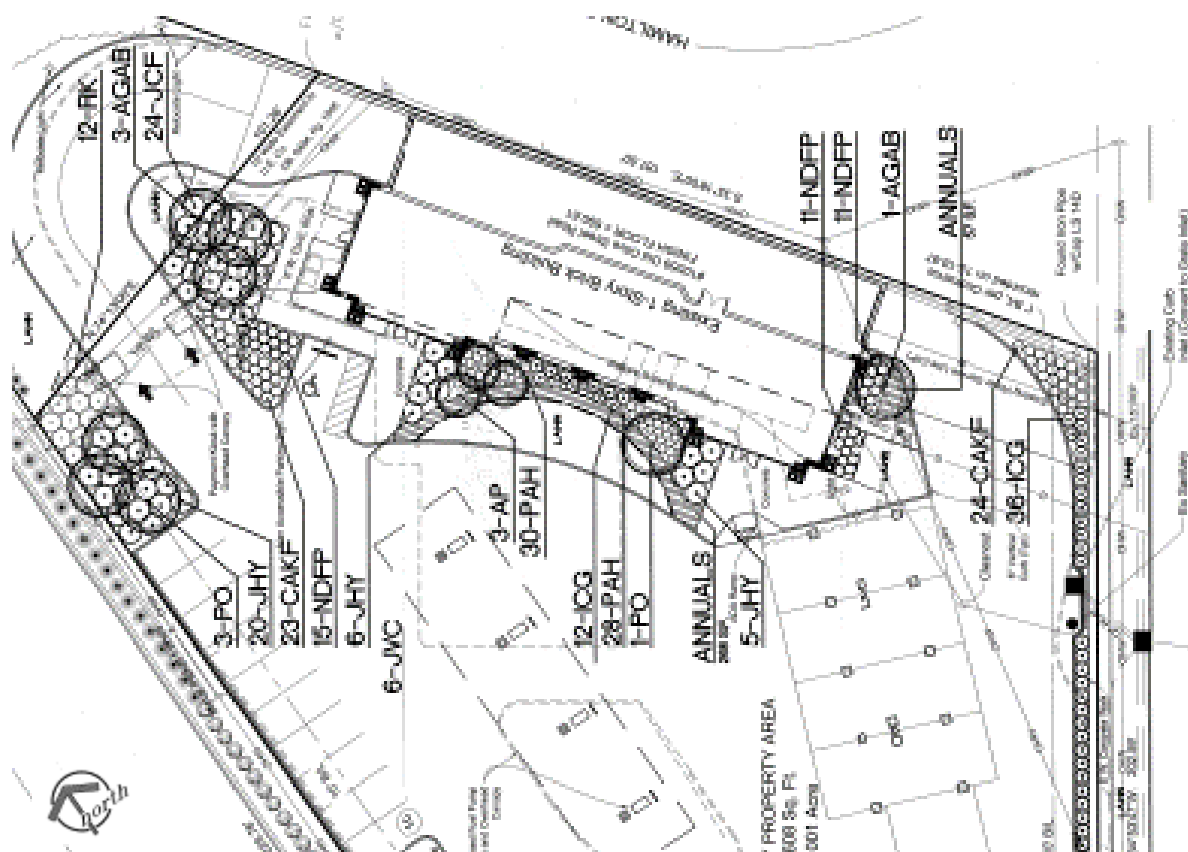


Figure 9: Close up of the Landscape Plan next to the building

The proposed Landscape Plan shows the proposed new ornamental trees are a 1.5" caliper, where Section 405.540(F)(6) requires that all trees shall have a minimum caliper of 3 inches. Therefore, a condition of the Ordinance includes that the Landscape Plan shall be revised to provide for a minimum 3" caliper for all trees.

Lighting

The Applicant's Photometric Plan shows that all lighting will be downcast and fully shielded, and that no lighting will be cast upon adjacent property. As was discussed with the review of the Mobil-On-The-Run, the illumination of the canopy structure at night was a concern, particularly when adjacent to residential uses. The photometric plan further shows that the canopy structure will have an average illumination of 22.31 foot-candle, with a maximum of 28.5 foot-candle, in keeping with the prior approval along Olive Boulevard. While this use is not a 24 hour operation, the gas facility is available until 10 PM, therefore a condition of approval that the Gas Station canopy lighting shall be in conformance with the Photometric Plan dated received April 9, 2018, which provides for an average illumination level of 22.31 foot-candles, and a maximum illumination level of 28.5 foot-candles during evening operation. Areas on the apron away from the gasoline pump islands used for parking or vehicle storage shall be illuminated in accordance with the requirements for surface parking areas.

RECOMMENDATION AND ACTION

If the Commission members believe that the proposal represents an overall improvement to the site in keeping with the Comprehensive Plan, meets the development standards of the zoning ordinance, and sufficiently follows the Design Guidelines they should make a motion to approve the modifications to the building and site. Instead of amending the prior ordinance, Staff is recommending repeal and

replacement with a new ordinance. Staff has provided conditions below which include specific conditions to this application and the general condition standards that are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a 5,265 sq. ft. (4,228 sq. ft. Existing, + 1,037 sq. ft Addition) Gas Station with convenience store and Car Wash facility, with 8 gas pumps, and 9 outdoor vacuums located at 10559 Old Olive Street Road.
2. The Car Wash Hours of Operation, including the vacuums shall be limited to 7 AM to 7 PM, seven days a week, and the Gas Station Housing of Operation shall be limited to 7AM to 10 PM.
3. The Applicant is required to submit Grading and Site Improvement Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading and Site Improvement Plans shall be in substantial conformance with the Site Development Plans and the Landscape Plan submitted on April 9, 2018 as bound together and submitted in conjunction with Application #18-016 by The Clayton Engineering Company, Inc., and as amended below.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Exterior Elevations" submitted on April 9, 2018 as bound together and submitted in conjunction with Application #18-016 by The Clayton Engineering Company, Inc., and as amended below.
5. Accessory structures such as trash enclosures and fencing and similar site elements are to be compatible with the architecture of the main buildings and should use similar materials. The white vinyl doors of the trash enclosure shall be revised to be a darker color for the Zoning Administrator's approval.
6. The Gas Station canopy lighting shall be in conformance with the Photometric Plan dated received April 9, 2018, which provides for an average illumination level of 22.31 foot-candles, and a maximum illumination level of 28.5 foot-candles during evening operation. Areas on the apron away from the gasoline pump islands used for parking or vehicle storage shall be illuminated in accordance with the requirements for surface parking areas.
7. The Landscape Plan shall be revised to provide for a minimum of three inch caliper trees as required by Sections 405.540, and the evergreen hedge along Old Olive Street Road shall be maintained to provide sufficient headlight screening as required by Section 405.810(A)(5)
8. An underground irrigation system shall be installed and maintained to serve all new landscaped areas. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt manner.
9. The Applicant shall provide the appropriate easement for the new sidewalk along Old Olive Street Road in coordination with MODOT.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code. Specifically, no temporary signs, including window signs, shall be placed on the car wash building.
11. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance.
12. Noise levels shall meet with the St. Louis County standards.
13. Any mechanical equipment installed for the site shall be properly screened with approved materials.
14. 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.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. 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.

17. 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.

MOTION

Below are example motions, in the appropriate order:

“I move to approve Application #18-16 for a conditional use permit and site development plans for the building addition and the canopy structure for the Waterway Gas and Car Wash Facility located at 10559 Old Olive Street Road as shown in the materials submitted on April 9, 2018, and per the conditions provided in the Draft Ordinance for the meeting of April 16, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

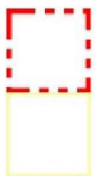
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

10559 Old Olive Street Rd., Waterway Gas and Carwash



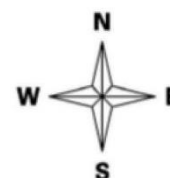
City Limits

Parcels

Parcels Label

Roads Labels

April 2, 2018



Prepared By

HORNER SHIFRIN

APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 4/13/2018



Description: View of the existing building and structures looking north along Old Olive Street Road.



Description: View of the existing building and structures looking northwest from Old Olive Street Road at the existing building.



Description: Closer view of the existing building where the landscaping and addition are proposed.

King Henry Court Private R.O.W. Property Line

Proposed Fuel Canopy

Proposed Curb (Typ.)

Existing Landscaped Island (to be removed)

Proposed Pavement (Typ.)

Proposed Concrete Walk (Typ.)

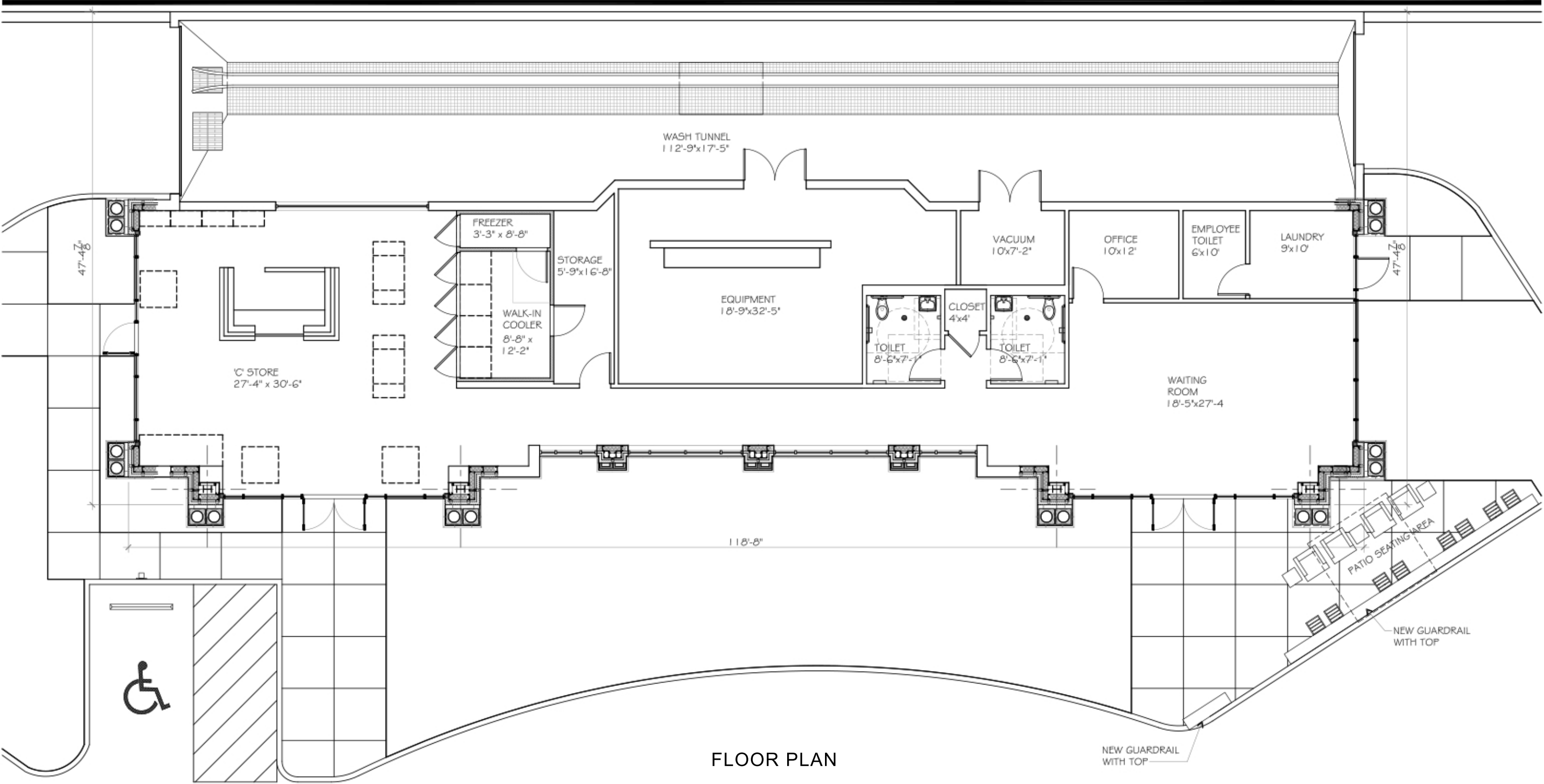
Building Addition (Typ.)

Existing Building

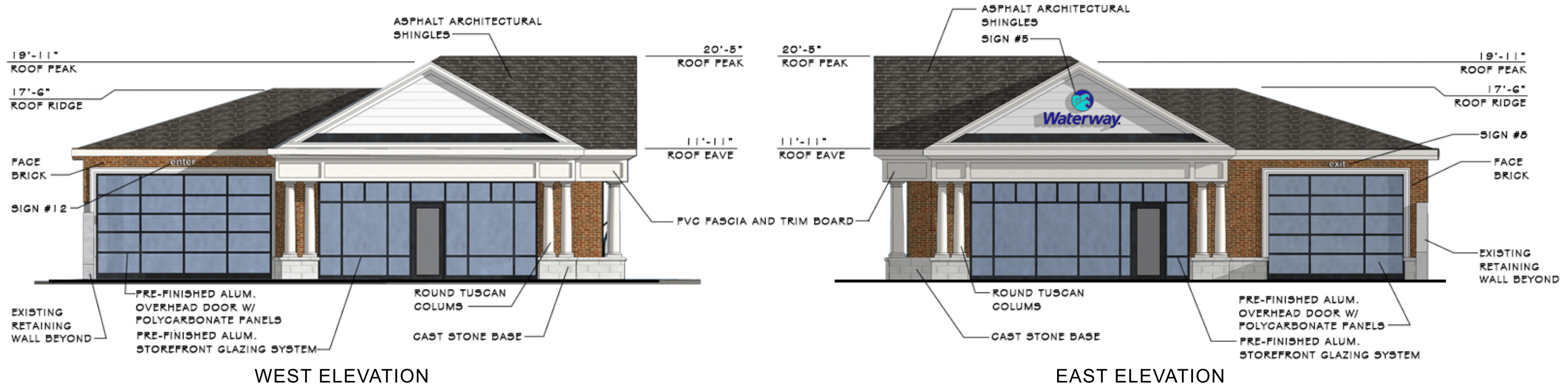
Property Line

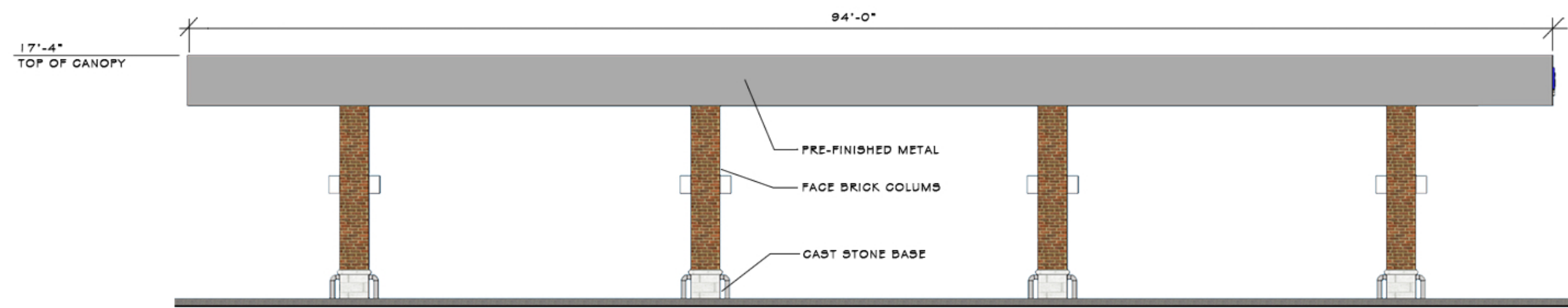
Existing Retaining Wall

Packet Pg. 110

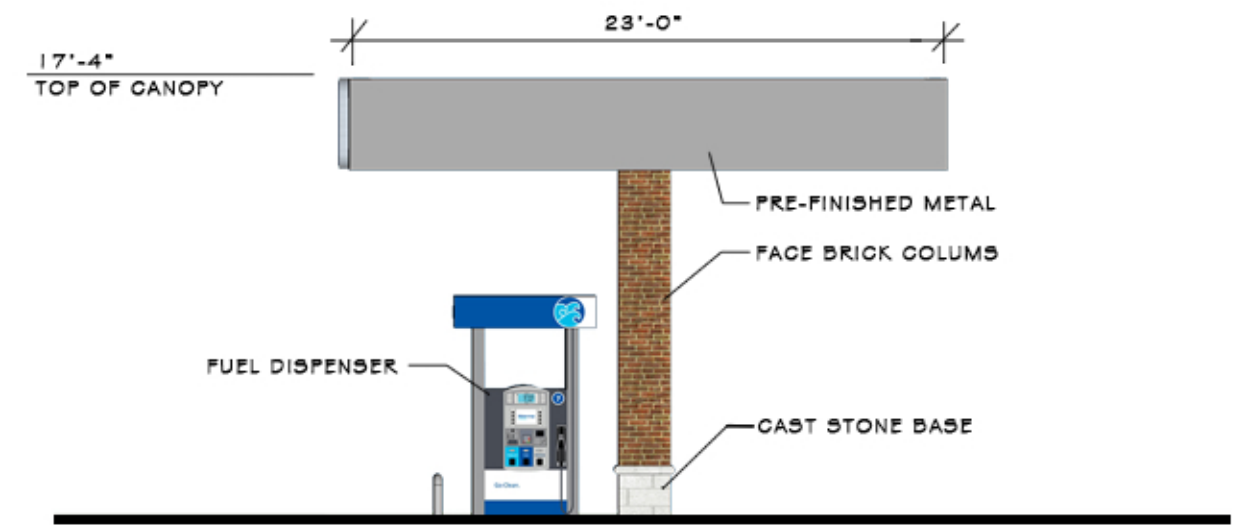


FLOOR PLAN

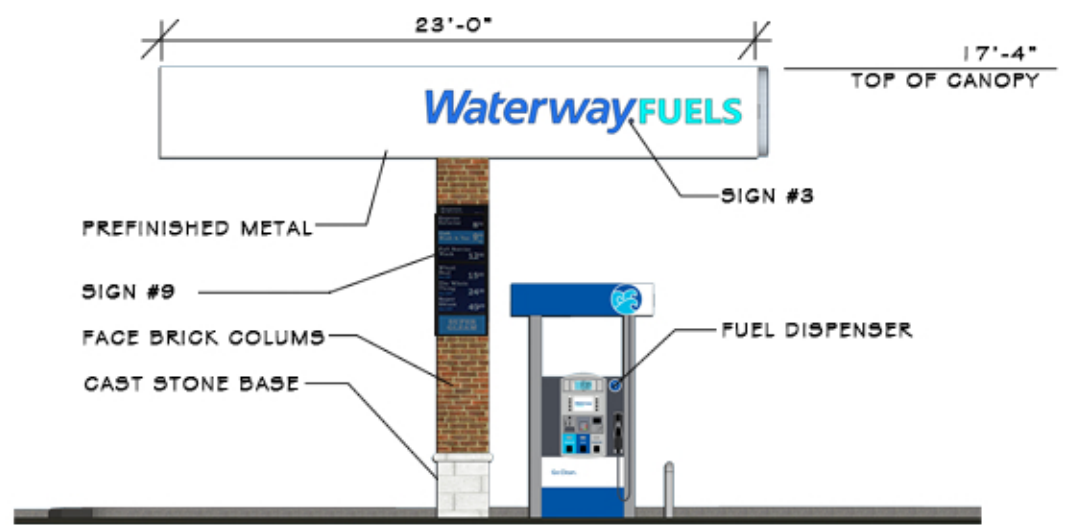




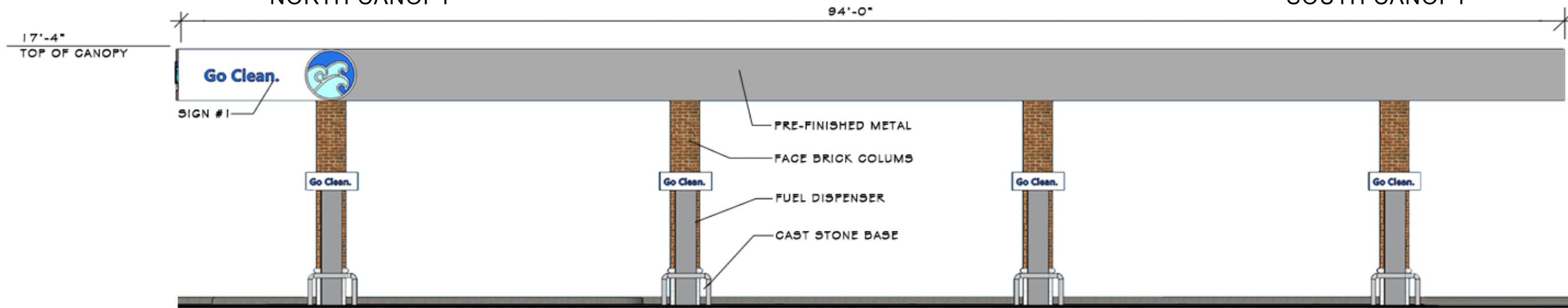
WEST CANOPY



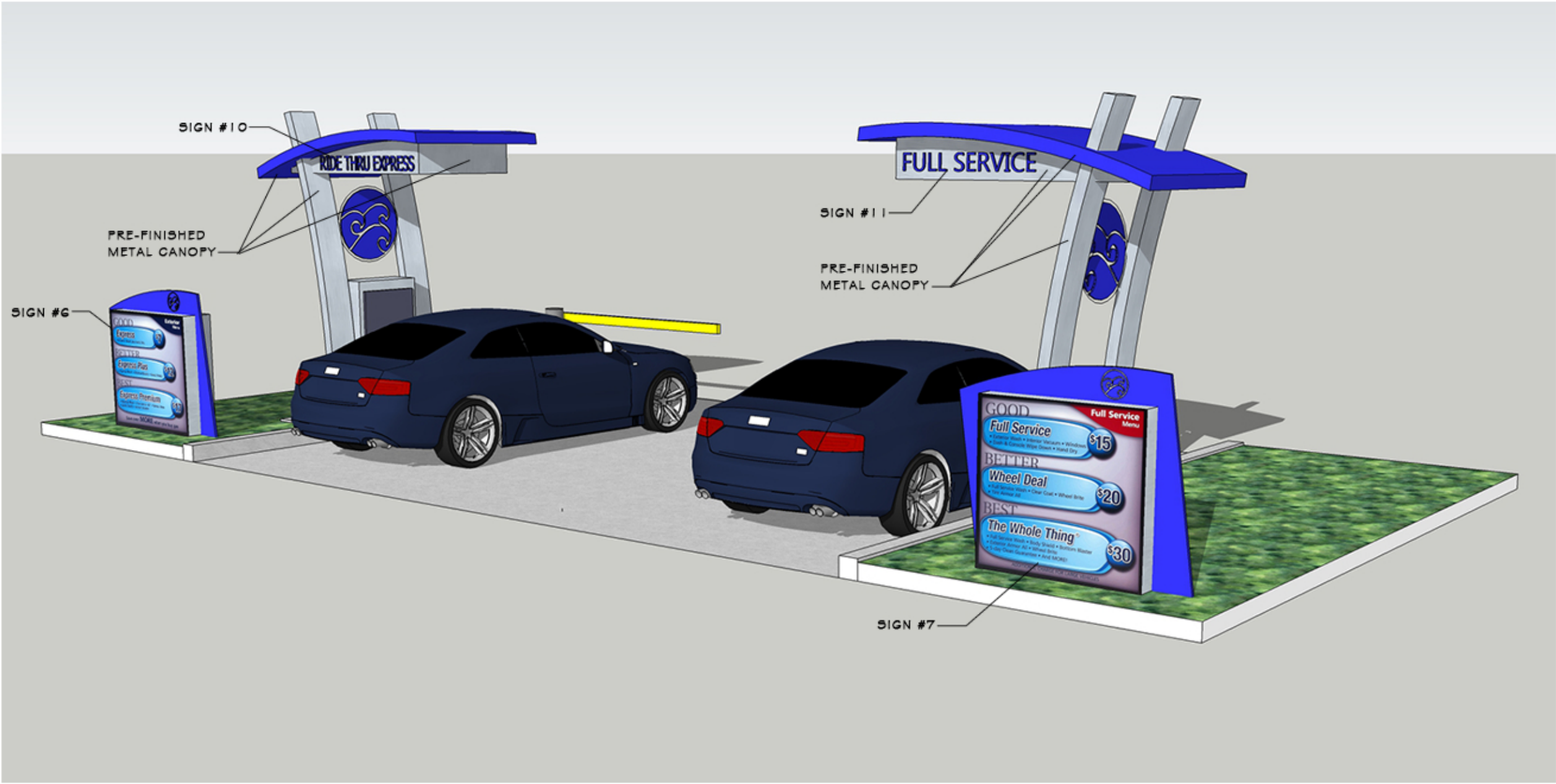
NORTH CANOPY



SOUTH CANOPY



EAST CANOPY



RIDE THRU CANOPY



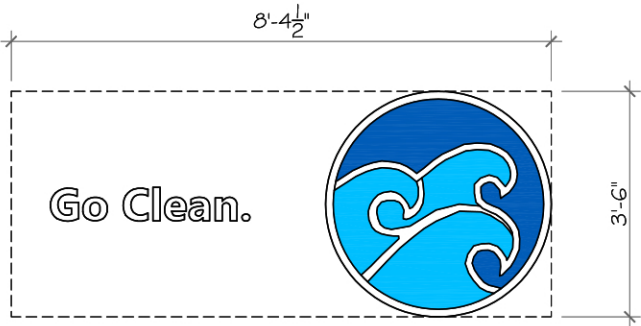
Owner:
Waterway Car Wash
727 Goddard Avenue
Chesterfield, MO 63005

New Facility For:
Waterway Car Wash
Creve Coeur, MO

Architect:
SP Architects
738 Westport Plaza
St. Louis, MO 63146
314-434-9700

04-06-2018
SP# 18002

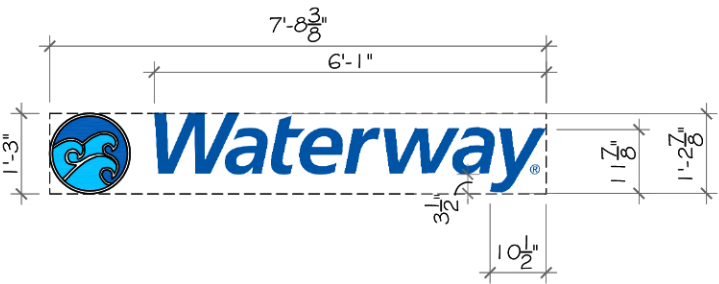




WATERWAY LOGO = 29.3 S.F.

NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

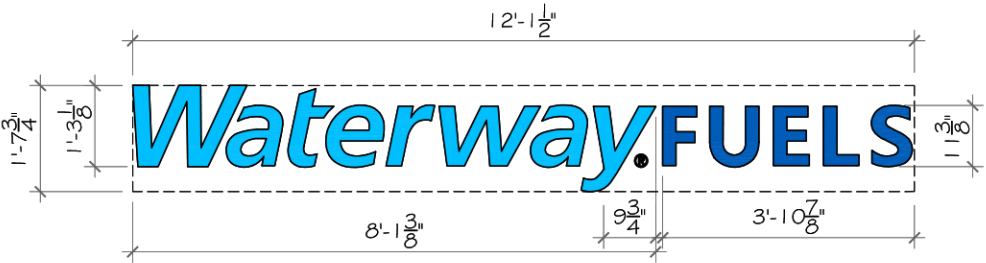
#1 SIGN #1
3/4" = 1'-0" (1) TOTAL



WATERWAY SIGN = 9.6 S.F.

NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

#2 SIGN #2
3/4" = 1'-0" (1) TOTAL



WATERWAY SIGN = 19.9 S.F.

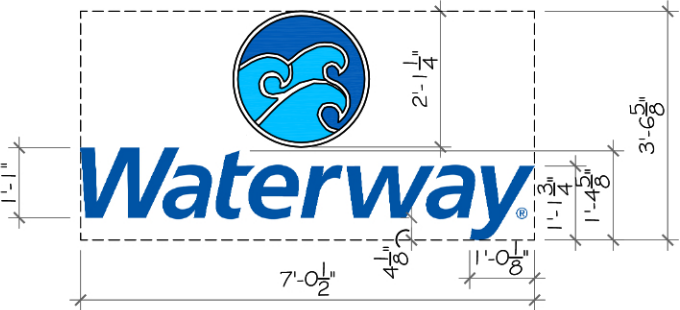
NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

#3 SIGN #3
3/4" = 1'-0" (1) TOTAL

NOTE:
SEE CIVIL SITE PLAN FOR
LOCATION

NOTE:
EXISTING MONUMENT SIGN
TO REMAIN WITH NEW FACE

#4 EXISTING MONUMENT SIGN #4
3/4" = 1'-0" (1) TOTAL



WATERWAY SIGN = 25.0 S.F.

NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

#5 SIGN #5
3/4" = 1'-0" (1) TOTAL



Owner:
Waterway Car Wash
727 Goddard Avenue
Chesterfield, MO 63005

New Facility For:
Waterway Car Wash
Creve Coeur, MO

Architect:
SP Architects
738 Westport Plaza
St. Louis, MO 63146
314-434-9700

04-06-2018
SP# 18002





NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

RIDE THRU MENU SIGN = 10 S.F.

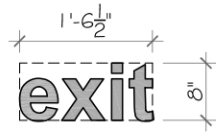
#6 SIGN #6
3/4" = 1'-0" (1) TOTAL



NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

FULL SERVICE MENU SIGN = 10 S.F.

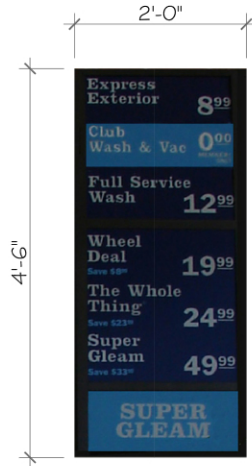
#7 SIGN #7
3/4" = 1'-0" (1) TOTAL



NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

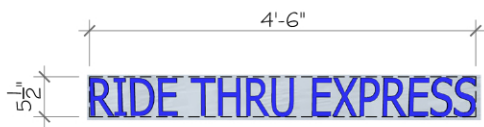
EXIT SIGN = 1.0 S.F.

#8 SIGN #8
3/4" = 1'-0" (1) TOTAL



CANOPY MENU = 9.0 S.F.

#9 SIGN #9
3/4" = 1'-0" (4) TOTAL



NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

"RIDE THRU EXPRESS" SIGN = 2 S.F.

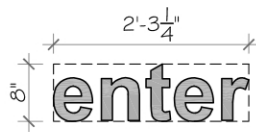
#10 SIGN #10
3/4" = 1'-0" (1) TOTAL



NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

"FULL SERVICE" SIGN = 1.6 S.F.

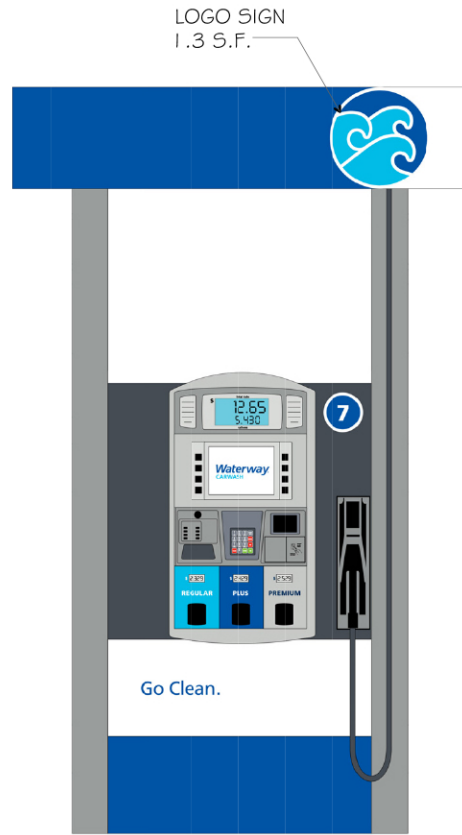
#11 SIGN #11
3/4" = 1'-0" (1) TOTAL



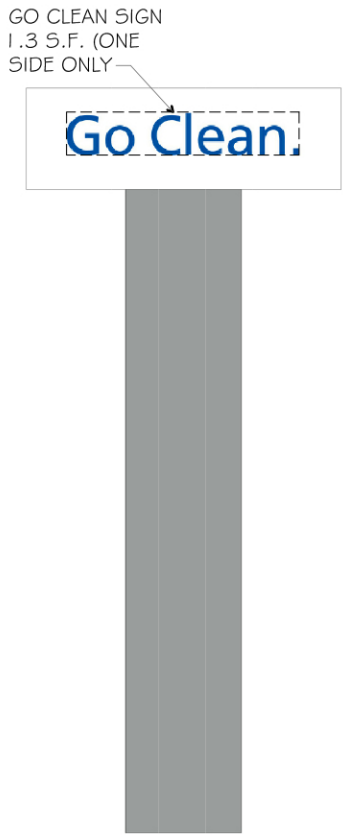
NOTE:
THIS IS AN INTERNALLY
ILLUMINATED SIGN

ENTER SIGN = 1.5 S.F.

#12 SIGN #12
3/4" = 1'-0" (1) TOTAL



FRONT AND REAR



TYP. SIDE

#13 FUEL DISPENSER
3/4" = 1'-0" (4) TOTAL



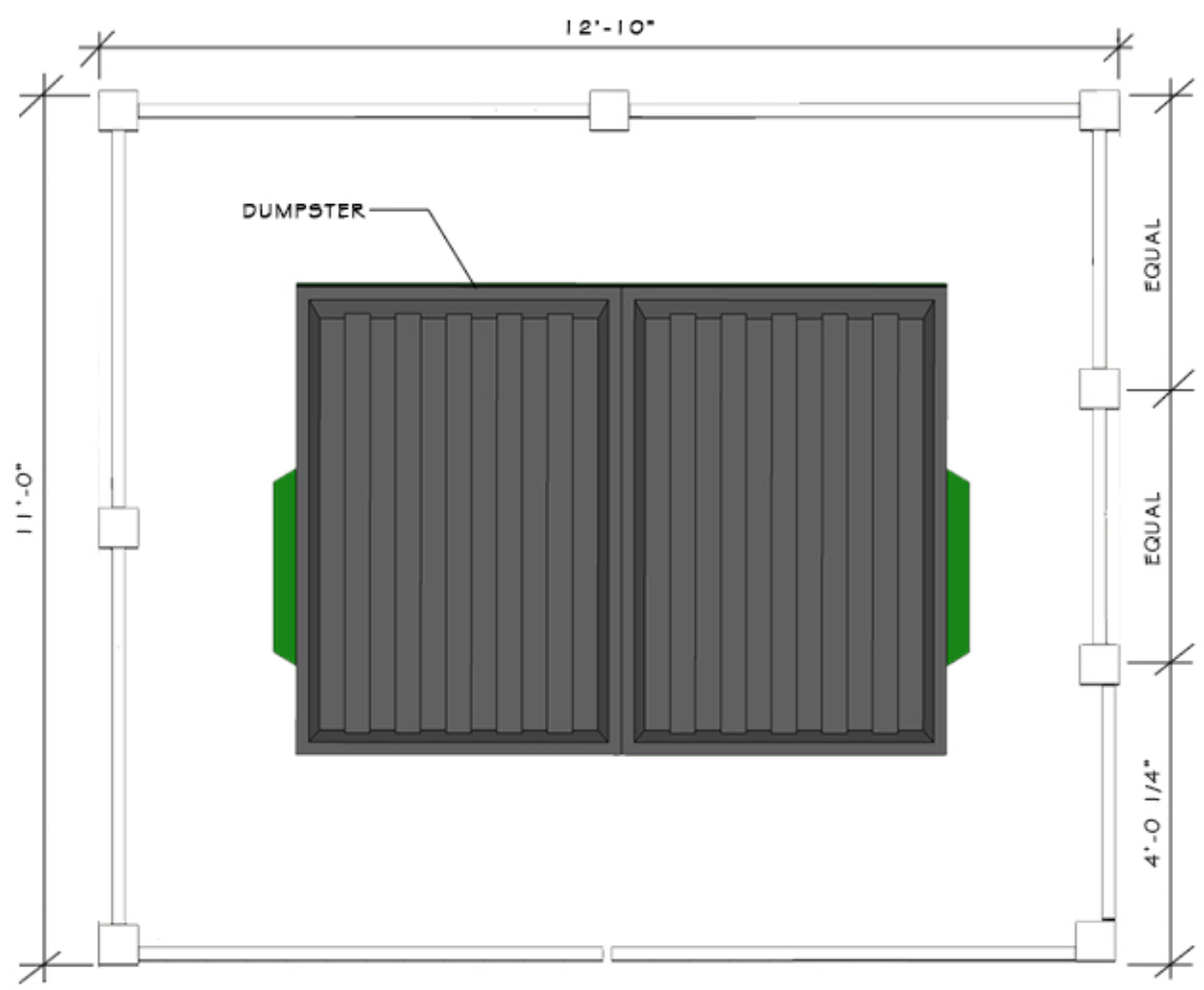
Owner:
Waterway Car Wash
727 Goddard Avenue
Chesterfield, MO 63005

New Facility For:
Waterway Car Wash
Creve Coeur, MO

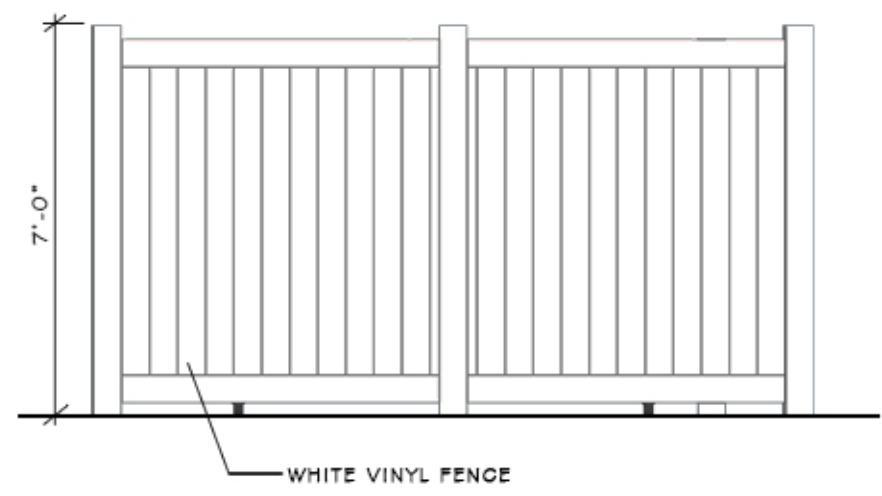
Architect:
SP Architects
738 Westport Plaza
St. Louis, MO 63146
314-434-9700

04-06-2018
SP# 18002

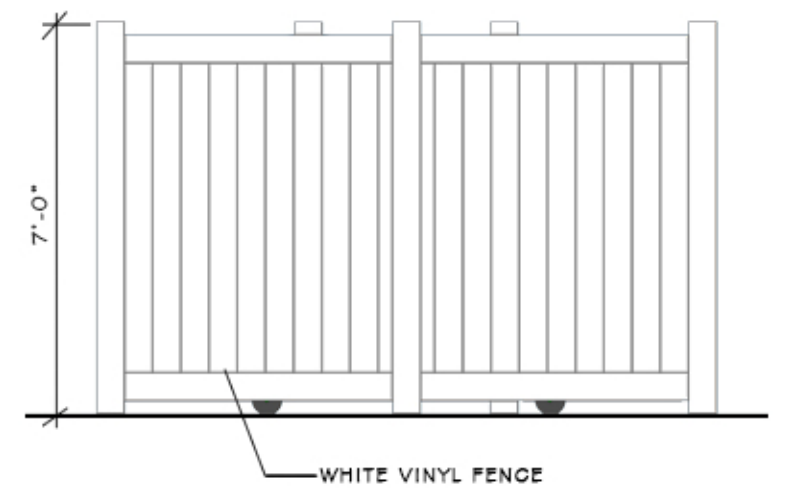




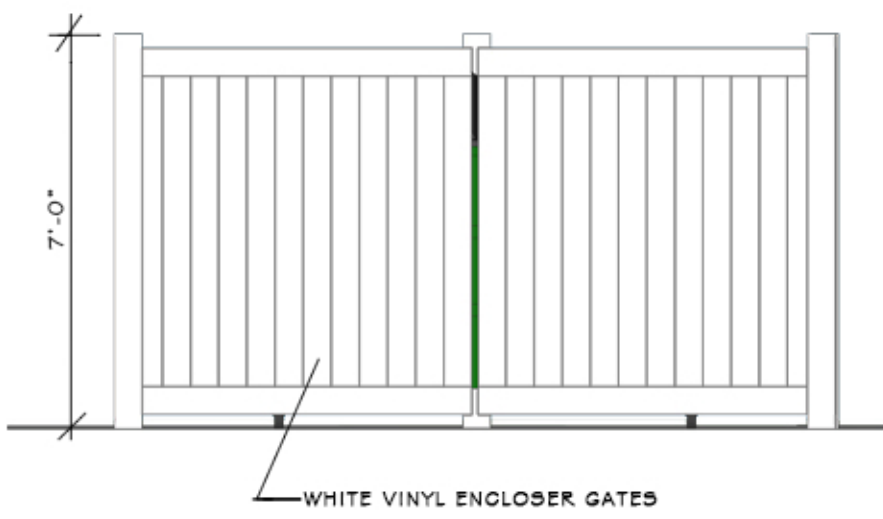
TRASH ENCLOSURE PLAN



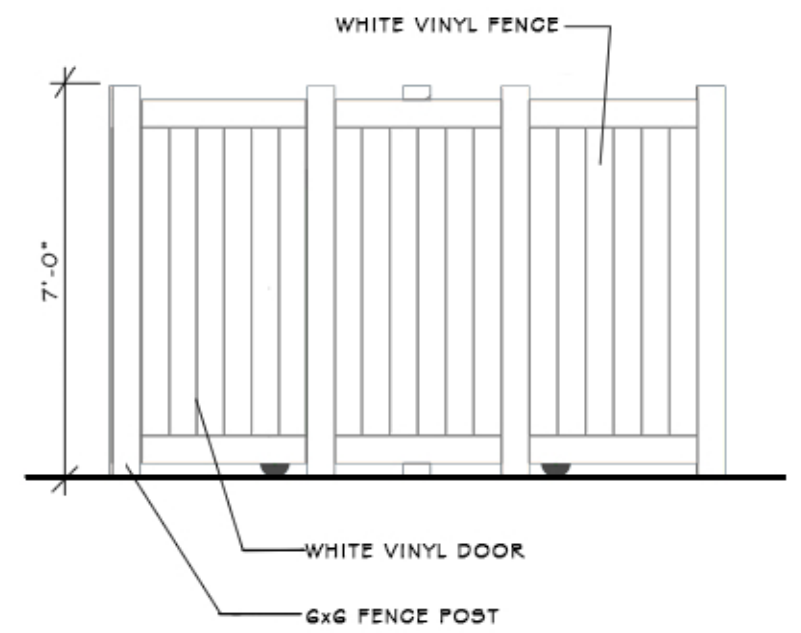
TRASH ENCLOSURE ELEVATION



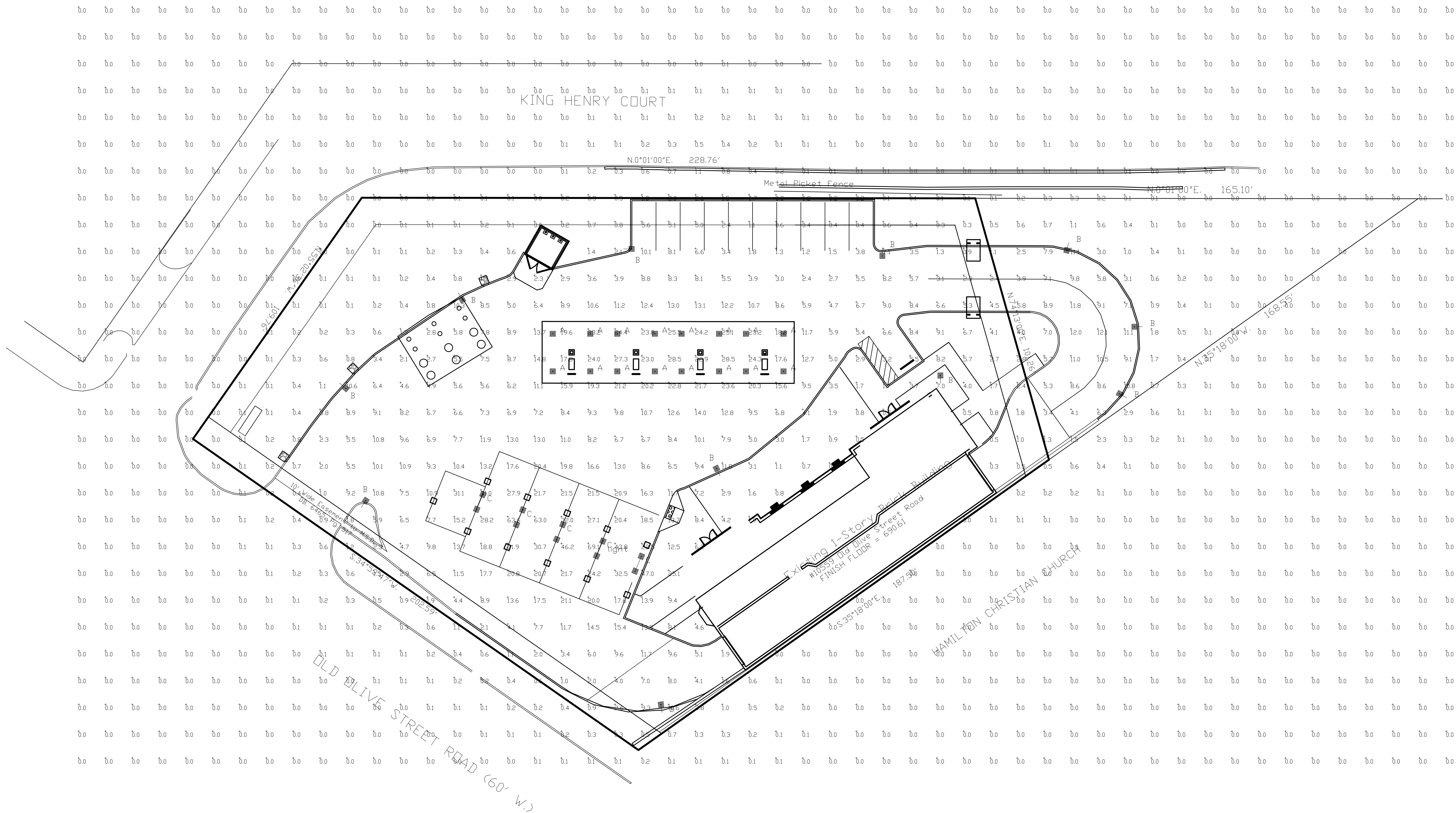
TRASH ENCLOSURE ELEVATION



TRASH ENCLOSURE ELEVATION



TRASH ENCLOSURE ELEVATION



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Lumens/Lamp	Arr. Lum. Lumens	Arr. Watts
	16	A	SINGLE	CRUS-SC-LED-VLW-50 MTD @ 15' DIMMED 30%	0.700	N.A.	9055	60.9
	11	B	SINGLE	XLCS-FT-LED-SS-CW-HSS-SINGLE-14"POLE+2"BASE	1.000	N.A.	9099	95.8
	5	C	D180°	XGB3-FTA-LED-128-450-CW-UE-D180-14"POLE+2"BASE (EXISTING)	1.000	N.A.	31210	360

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL CAL POINTS	Illuminance	Fc	2.39	69.1	0.0	N.A.	N.A.
GAS CANOPY	Illuminance	Fc	22.31	28.5	15.6	1.43	1.83
INSIDE CURB	Illuminance	Fc	10.06	69.1	0.3	33.53	230.33

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

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.



Click photo to open Product Page

Total Project Watts
Total Watts = 3828.201

100% ALLIANCE RD. CINCINNATI, OH 45242 USA
TEL: 760-300-1111 FAX: 760-300-1112

LIGHTING PROPOSAL LO-141820-1

WATERWAY
10559 OLD OLIVE STREET RD
CREVE COEUR, MO

BY: MVE	DATE: 3-05-18	REV: 3-28-18	SHEET 1 OF 1
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SCALE: 1"=20'

0

20

BILL NO. 5110ORDINANCE NO. 5011

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A GASOLINE SERVICE STATION AND CAR WASH FACILITY LOCATED AT 10559 OLD OLIVE STREET ROAD, WEST OF OLD OLIVE STREET ROAD, NORTH OF KING HENRY COURT, AND ZONED 'GC' GENERAL COMMERCIAL DISTRICT

WHEREAS, application was made by Mr. Rhein Dabler with Clayton Engineering for a Conditional Use Permit under the City's Zoning Ordinance to operate a miscellaneous health center, located at 450 N. Lindbergh Boulevard, zoned GC, General Commercial District, and

WHEREAS, under Section 26-42.3(e), a gasoline service station requires the issuance of a Conditional Use Permit as provided in Section 26-114, and

WHEREAS, on October 15, 2007, the Planning and Zoning Commission of the City of Creve Coeur, by unanimous vote recommended approval of said application and accompanying site development plan on certain conditions as per Section 26-114.4(b), and

WHEREAS, a public hearing was held by the Creve Coeur City Council on Monday, November 12, 2007, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the Conditional Use Permit as provided by Section 26-114.4(c), 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 and 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 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:

(a) Complies with all applicable provisions of the Zoning Code including Environmental Performance Standards presented in Section 26-64, the criteria in Section 26-52, and the standards regarding yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs;

(b) Will contribute to and promote the community welfare and convenience at the specific location;

(c) Will not cause substantial injury to the value of neighboring property;

(d) Acknowledge the City's Comprehensive Plan and any applicable neighborhood or sector plans and comply with other applicable zoning district regulations and provisions of the Zoning Code.

(e) Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in the Zoning Code.

(f) 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. 5110ORDINANCE NO. 5011

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a 1,980 sq. ft. gasoline service station and car wash addressed as 10559 and 10567 Old Olive Street Road, zoned 'GC' General Commercial District, as shown on the plans received by the Department of Planning on October 9, 2007, subject to the conditions stated in Section 2.

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

1. This Conditional Use Permit shall be for the operation of a 1,980 sq. ft. car wash/gasoline service station 26-52.12 of the City of Creve Coeur Zoning Code.
2. Said use shall be located on the property currently addressed as 10559 and 10567 Old Olive Street Road.
3. The hours of operation shall be from 7:00 a.m. to 10:00 p.m. seven days a week.
4. All signage must be in conformance with the City's sign regulations, and permits must be obtained for the erection or modification of any sign on the premises. Banners, pennants, fringe, light pinwheels or other similar devices for attracting attention may be displayed only in conformance with the City's current sign regulations. Exposed neon signs shall only be used in conformance with the current sign regulations of the City of Creve Coeur.
5. There shall be no outdoor storage or long-term placement of any automobiles, trailers, materials or equipment on the site.
6. There shall be no automobile repairs or maintenance (oil changes, etc.) on the premises.
7. Any mechanical equipment installed for the car wash shall be properly screened with approved materials.
8. Additional business hours are permitted with the Department of Planning approval.
9. Sales are to be limited to gasoline, oil, car washing services, small automobile accessories, individual prepackaged snack foods, beverages, small personal care items, cigarettes and tobacco products, and other small convenience items. However, sales of other items such as beer, wine, and liquor are expressly prohibited.
10. An underground irrigation system shall be installed and maintained to serve all green and/or landscaped areas identified on the Site Development Plan, as per Section 26-62 of the City Code.
11. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. All new, modified or altered overhead utilities servicing the subject tenant space shall be placed underground.
13. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s) including successive operator(s), owner(s) or manager(s) who shall forward to the Zoning Enforcement Officer an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith. Failure to comply with this provision shall not excuse anyone from these conditions.
14. All conditions contained within this permit shall be posted upon the properties in such a manner that it is visible to the public and the operator of said facilities.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked ice to the owner of the intention of the City Council to revoke this permit

BILL NO. 5110ORDINANCE NO. 5011

and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

16. 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.

17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The Site Development Plan shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The applicant shall submit a Final Landscape Plan for review and approval by the Department of Planning, as directed by Section 26-62 of the Zoning Ordinance.
2. The applicant is required to submit Building Plans to the Building Division for review, as required by Section 26-116 of the Zoning Ordinance.
3. The applicant is required to submit Site Improvement Plans to the Department of Public Works for review, as required by Section 26-60 of the Zoning Ordinance.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance.

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

ADOPTED THIS 26 DAY OF November, 2007


DAVID KREUTER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 26 DAY OF November, 2007


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN, MRCCV
CITY CLERK

BILL NO. 5213ORDINANCE NO. 510p

AN ORDINANCE TO AMEND CONDITIONAL USE PERMIT ORDINANCE NUMBER 5011 FOR A GASOLINE SERVICE STATION AND CAR WASH FACILITY AT 10567 AND 10559 OLD OLIVE STREET ROAD TO ALLOW THE RELOCATION OF THE MAIN ENTRANCE AND EXPANSION OF THE PAVED AREA.

WHEREAS, Waterway Gas and Wash, a gasoline service station and car wash facility, was issued a conditional use permit as required by Sections 26-42.3 and 26-52.12, and as provided in Section 26-114, Conditional Use Permits, of the City of Creve Coeur Zoning Code; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need to modify certain standards within Ordinance #5011 relating to the driveway access and landscaping; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has made a positive finding that the conditional use permit, as amended, will continue to satisfy all requirements of Section 26-114, Conditional Use Permits, of the City of Creve Coeur Zoning Code; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 7 - 0, recommended approval of the subject amendments at its meeting on Monday, July 20th, 2009; and

WHEREAS, the City Council of the City of Creve Coeur, Missouri, also being cognizant of a need for these changes to Ordinance #5011, held a public hearing thereon at the Creve Coeur Government Center on September 14th, 2009, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; 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, 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 finds that the application and evidence presented clearly indicate that the conditional use, subject to the conditions in Ordinance #5011, together with the proposed amendments set forth herein:

- (a) Complies with all applicable provisions of the Zoning Code including Environmental Performance Standards presented in Section 26-64, the criteria in Section 26-52, and the standards regarding yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs;
- (b) Will contribute to and promote the community welfare and convenience at the specific location;
- (c) Will not cause substantial injury to the value of neighboring property;

BILL NO. 5213ORDINANCE NO. 5106

- (d) Acknowledge the City's Comprehensive Plan and any applicable neighborhood or sector plans and comply with other applicable zoning district regulations and provisions of the Zoning Code.
- (e) Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in the Zoning Code.
- (f) Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

SECTION 1: The following shall be inserted in Section 2, as paragraphs 10 and 11, of Ordinance #5011 and the original paragraphs 10 and 11 and all subsequent paragraphs renumbered as needed:

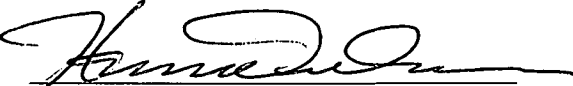
- 10. The driveway location shall be as shown on the Site Plan received by the Planning Division on July 14, 2009, from Clayton Engineering Company, Inc, in support of Planning and Zoning Application #09-018.
- 11. Additional landscaping shall be installed and maintained as shown on the Site Plan received by the Planning Division on July 14, 2009, from Clayton Engineering Company, Inc, in support of Planning and Zoning Application #09-018, except that all trees on site shall be retained unless they are deceased, dying or severely damaged in which case they shall be replaced as needed.

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

ADOPTED THIS 29 DAY OF September, 2009.


 ROBERT HADDENHORST
 PRESIDENT OF CITY COUNCIL

APPROVED THIS 29 DAY OF September, 2009.


 HAROLD DIELMANN
 MAYOR

ATTEST:


 DEBORAH RYAN, MRCC
 CITY CLERK



Whitney Kelly <wkelly@crevecoeurmo.gov>

public hearing announcement

Ann Schweiss <annschweiss@aol.com>

Wed, Apr 11, 2018 at 10:05 AM

To: wkelly@crevecoeurmo.gov

Hello, my name is Dorothy Ann Schweiss. I am a resident in Briarcliff Condos and have received your Notice of Public Hearing. Unfortunately I will not be able to attend. However, I wanted to let you know there is an error in your designations of addresses on Charlton Way. Your Aerial Photo indicates that my address which is 10805 is on the west end of Charlton Way when, in fact, it is on the northeast end of Charlton Way and directly faces the Waterway Gas & Wash. We will likely be quite impacted by any work done there and changes in the view to the east from our condo. Thank you for your attention.

Ann Schweiss
annschweiss@aol.com



Jason Jaggi <jjaggi@crevecoeurmo.gov>

#18-016

1 message

Gary Otten <gotten53@hotmail.com>

Fri, Apr 13, 2018 at 3:56 PM

To: "jjaggi@crevecoeurmo.gov" <jjaggi@crevecoeurmo.gov>

Mr. Jaggi,

Hello. My name is Gary Otten and I live at 10804 Charlton Way, Creve Coeur. There is a meeting on Monday April 16th on development and renovation of the Waterway Gas Station. I cannot attend the meeting having to leave town for scheduled meetings.

I do have some concerns and questions I would like to be part of the record and answered.

1. Moving the underground gas tank closer to our townhomes. I would like to have the hazards and precautions of moving gas tanks closer to residential areas discussed and recorded.
2. On the interior renovation/expansion a much larger cooler is shown. Is the scope of sales expanding to become a larger convenience store serving more than the customers waiting for a car wash or getting gas?
Is alcohol going to be in coolers? Is alcohol going to be sold at all?
Will the existing hours be the same? Will closing at 7pm with the exception of Tuesday's when it is 8pm still be true?

Please let me know.

Thank you,
Gary Otten
10804 Charlton Way
(314)346-0189

Sent from my iPad

1 PLANNING AND ZONING COMMISSION PUBLIC HEARING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, APRIL 16, 2018

5 6:30 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 18-016

9 THOSE IN ATTENDANCE:

10 Ms. Beth Kistner, Chairman

Mr. Tim Carney

11 Mr. Don Magruder

Mr. Gene Rovak

12 Ms. Heather Silverman

Mr. Matthew Schuh

13 Mr. Carl Lumley, City Attorney

Mr. Jason Jaggi, Director of Community Development

14 Ms. Whitney Kelly, City Planner

Ms. Jessica Stutte, Planning Assistant/Recording Secretary

15
16
17
18
19
20
21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

4772 Gatesbury Drive

24 St. Louis, MO 63128

(314) 974-1199

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

3 Welcome to the Planning and Zoning Commission
4 Meeting for Monday, April 16th, 2018.

5 We'll start with our roll call.

6 I'm Beth Kistner, the Chair of the Planning
7 Zoning Commission.

8 We have Tim Carney?

9 MR. CARNEY: Present.

10 THE COURT: Muriel Hall is absent.

11 Don Magruder?

12 MR. MAGRUDER: Present.

13 THE COURT: Gene Rovak?

14 MR. ROVAK: Present.

15 CHAIRMAN KISTNER: Heather Silverman?

16 MS. SILVERMAN: Present.

17 CHAIRMAN KISTNER: Matthew Schuh?

18 MR. SCHUH: Present.

19 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

20 MR. LUMLEY: Present.

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

23 MR. JAGGI: Present.

24 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

25 MS. KELLY: Present.

1 CHAIRMAN KISTNER: Planning Assistant/Recording
2 Secretary, Jessica Stutte?

3 MS. STUTTE: Present.

4 CHAIRMAN KISTNER: Next item is public hearing
5 Application No. 18-016: Amend the conditional use permit
6 and site development plan for the renovation of the
7 Waterway Gas and Wash located at 10559 Old Olive Street
8 Boulevard.

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

11 MR. GOLDMAN: Good evening. I'm Mike Goldman.
12 I'm vice president, general counsel Waterway Gas and Wash.

13 Good to see you all again. A few less folks
14 than the last time I was here.

15 I took -- we took what you said to us to heart,
16 and we said we've been in Creve Coeur since 1977. It's
17 been a carwash since 1970.

18 We have made consistent changes and upgrades to
19 this site since that time. We've changed the store; we've
20 changed the building; we've changed the canopy; we changed
21 the orientation.

22 And we're here again for another change to
23 continue to improve the Waterway here in Creve Coeur at
24 the same site, and to make it competitive and keep it
25 competitive with the -- with the marketplace, and to

1 really offer the best possible carwash experience to our
2 customers.

3 So we'll walk you through it real quickly.

4 Obviously, take a half step back. We need a new
5 conditional use permit because we are making some site
6 changes, but the conditional use is staying the same.

7 I'm not going to give you any of the history.

8 So on the site plan, which you can barely see,
9 but you all have in front of you, the changes are such.

10 The existing fuel canopy is right here. We're
11 changing it to a single, what we call a dive-in island
12 fuel canopy.

13 That way, for those of you who are customers,
14 know currently you get stuck behind cars cause it's two by
15 two, now it's one by four, and that creates a much
16 smoother flow.

17 We are also adding -- we're expanding our
18 ride -- our -- in this area to create a ride through
19 opportunity for that percentage of customers. And in
20 our -- we've been doing this in most of our sites, where
21 well over -- actually about -- about two-thirds of our
22 sites now. Will be close to all of our sites in the next
23 year or so. Of adding a ride through opportunity for
24 people who don't want to get out of their car. So some
25 people are going to stay inside of their car for a hundred

1 different reasons. There's a sleeping baby; their car is
2 so dirty on the inside, they don't want -- they don't want
3 anybody in there, or maybe it's just sort of been snowy
4 and messy and the inside of their car is fine, but the
5 outside needs to be cleaned. So we're going to add that.

6 What probably doesn't show up very well, but is
7 probably, I think, the most impact to Creve Coeur and our
8 neighbors, is what we are doing right here.

9 So currently this is one of the very few
10 locations we have left in the company where the -- I
11 always call it the business end of the vacuum. The vacuum
12 compressor. What makes the noise is still outside. We
13 made that change or with new sites we've never had it
14 outside. We now have it inside at our current modern
15 stores.

16 What we are doing here is we are pulling the
17 front of the building out, and the vacuum compressors will
18 now be inside the building. That has greater impact on
19 sound reduction than anything else we can do.

20 We know we don't love it. We know the customers
21 don't love it. We certainly know the neighbors don't love
22 it. And what we are doing is we are taking out of the
23 equation. So that will now be in the back room amongst
24 the equipment. And that is -- that is a change, again,
25 that you don't see as well, but right there is where those

1 big condensers are currently.

2 We are pulling out the front of the building.
3 We are creating real -- we think we're just taking the
4 sort of traditional colonial architecture that we've had
5 here since the last -- well, two major rehabs ago, and
6 just updating it a little bit, making it look a little
7 more -- really a little more timeless. And we think that
8 looks really nice. And we go through the signs.

9 And then the other major change, what people are
10 going to notice when they come to our site, besides the
11 fact that there's less noise, is we currently have that
12 big green -- BP likes to call it bull nose canopy.

13 What we are seeing now is Waterway Fuel. This
14 is a major change. This will -- this is something that
15 we've been working on at R and D for really about five,
16 six years. But we're really -- we're ready to go now.

17 And we are really pleased with how the canopy
18 came out. It's simple. It's clean. The original canopy,
19 which we showed to staff, had a little bit more flash to
20 it, and we toned that down.

21 And so we've got a nice clean sleek canopy.
22 We've got our -- our Waterway logo, so you no longer go on
23 a site and say is this a BP? Is this a Waterway? What's
24 the difference? Does BP own Waterway? Does Waterway own
25 BP. None of those things are true. We're just a

1 customer. Well, we're not going to be a customer here
2 anymore. We're going to be Waterway Fuel. Just like you
3 see QuikTrip has their own fuel or a lot of other people
4 have their own fuel.

5 So then the interior change, the other thing
6 that you'll notice, and I know this isn't really part of
7 the CUP, but I do want to at least cover it, is now the
8 customer walks through here, the back. That's the
9 walkway. It's a little too narrow. It's a little too
10 dark. We're going to lose a couple of those windows,
11 which we're all wringing our hand about, but in exchange
12 for that, the customer walkway is going to be up here in
13 the front. We're going to have these big picture windows
14 on the outside. And we think that that's really going to
15 open it up. And also gives us the opportunity to, as I
16 mentioned, to hide those vacuums.

17 There was one concern from a resident, say, oh,
18 boy, you all are having a lot more refrigerator doors.
19 Are you expecting this to become a real destination
20 convenience store. That's not our intention. This is the
21 smallest convenience store we currently have in the
22 company. Yes.

23 And we don't have -- we can't carry the
24 different flavors of Gatorade. We can't carry the
25 different things. So we're just expanding enough so we

1 can suit our current customers, cause people want
2 different things.

3 It's still a smaller convenience store, or one
4 of the smaller ones, but it's going to be nicer.

5 And then the other concern that we hear from
6 customers all the time is, boy, I can't see my car when
7 it's done when I'm inside it's -- I don't know when it's
8 ready. We're opening this up. We're putting windows here
9 and here. And we're creating a great outdoor seating
10 area. It's going to have a bar sort of height -- some bar
11 height seats, some lower seats. We think that's going to
12 be very attractive.

13 Landscape plan. Obviously, we're going to --
14 we're -- we've won landscape awards in Creve Coeur
15 historically. Think we're going to continue to win them
16 again. We're putting in a really nice landscape updates.

17 One question that staff brought to us was having
18 to move our dumpster enclosure. We pushed and pulled and
19 couldn't find a way to keep the dumpster enclosure back
20 here. But what we've done is we are surrounding it
21 with -- with landscape. And the other side of it, I think
22 there's a positive for the folks back here in King Henry
23 Court that the dumpster is a little further from them, a
24 little closer to the commercial to Olive.

25 The one item in the -- in the proposed ordinance

1 I would like to bring up is on Section 3, No. 2
2 on the hours of operation.

3 What the suggestion is from staff has been a
4 seven to seven. I took a look, we -- you all know, you've
5 seen them more than we, we've got a new competitor coming
6 in up the street, they have seven to nine. And I think
7 just as a matter of equity and as a matter of competition,
8 we would request to have that extended out to
9 nine o'clock.

10 Now, we've been in the carwash business a real
11 long time, and I will tell you, you don't wash cars after
12 it gets dark, and you don't staff after it gets dark.

13 That being said, I don't want to give up that
14 competitive advantage. I think that's a difficult place
15 for me to be. So I would make that request.

16 So I'm happy to answer any questions.

17 CHAIRMAN KISTNER: Does anyone have any?

18 MR. MAGRUDER: Yes, I have several.

19 What color's the canopy.

20 MR. GOLDMAN: So the canopy is going to be, it's
21 a gray and white with the Waterway blue that we're -- that
22 we've used all the time in here and here, so this -- the
23 main fascia is gray and then the end is going to be white.

24 MR. MAGRUDER: And the logo, you say there's
25 going to be a logo. Where's it going to be on the canopy

1 and what does it look like?

2 MR. GOLDMAN: So it's going to be this
3 traditional Waterway logo that you -- that we've seen a
4 lot in all of our marketing. It's the three wave logo.
5 We also do have some -- some words. It's going to have a
6 go clean and Waterway fuels on it.

7 And let me see if there is a better -- so and
8 the logo itself, the writing will be that corner and that
9 corner of the canopy.

10 MR. MAGRUDER: Thank you.

11 MR. GOLDMAN: Thanks.

12 CHAIRMAN KISTNER: All right. I apologize for
13 standing. My back is cramping up, so I'm just going to
14 stand for a second.

15 Anybody else have any questions for the
16 applicant?

17 MS. KELLY: Whitney Kelly, City Planner on
18 behalf of the City of Creve Coeur.

19 As the applicant has indicated, the CUP has been
20 in place since the early '70s.

21 At that time they just kept amending the
22 application with each upgrade on the site, and, therefore,
23 we are requesting that this be a repeal and replacement,
24 so that we have one CUP that governs the site.

25 We do see that the -- the changes to the

1 building are an upgrade, as well as the changes to the
2 canopy structure is get ridding of a nonconforming. Where
3 currently the sign regulations for canopies for gas
4 stations prohibit the stripping. As you are aware that
5 became an issue with BriteWorx and Mobile On The Run.

6 So we do -- that they are decreasing
7 nonconformities on site.

8 And the change of the orientation of the canopy
9 is also a minor alteration on the site as well, and,
10 therefore, we recommend approval.

11 We -- we do not have any objections at this time
12 regarding hours of operation, so we could make those
13 changes.

14 MR. SCHUH: I would move to make the changes to
15 allow them to have similar hours --

16 MR. CARNEY: I agree.

17 MR. SCHUH: -- to go to 9 p.m.

18 MR. MAGRUDER: I agree.

19 MR. CARNEY: I second it.

20 CHAIRMAN KISTNER: You can do that when we get
21 to our --

22 MR. SCHUH: Okay.

23 CHAIRMAN KISTNER: I think we all --

24 Will signage be affected and is that a separate
25 package?

1 MS. KELLY: Signage is reviewed at staff level,
2 and we have discussed those requirements with the
3 applicant.

4 As he had indicated, there was a prior review,
5 and we did look at the amount of signage, so that they
6 are -- they are aware that it's limited to 30 square feet
7 on the canopy structure, as well as elsewhere on the site.

8 They do have a larger ground sign than currently
9 is allowed. They are just -- they've indicated they're
10 just doing a re-face of that, which is allowed as a
11 nonconforming sign. But all signs are reviewed at staff
12 level.

13 MR. CARNEY: Is there any provision for outdoor
14 merchandising or is that something that exists there?

15 MS. KELLY: That is something that we haven't
16 included in this application because of the site
17 constraints with this application.

18 However, if at the time in the future time they
19 would like for us to consider such, we feel like that
20 could be something approved at staff level, but we would
21 have the same requirements as the Mobile On The Run; that
22 it would have to be screened, maintaining the wider
23 sidewalks, that kind of thing.

24 MR. CARNEY: Okay.

25 CHAIRMAN KISTNER: How does the lighting on this

1 canopy compare to what's there now?

2 MS. KELLY: We haven't done a lighting study
3 that's compared now, but we have included a condition that
4 it be similar to that of the Mobile On The Run.

5 That is Condition No. -- they did show --

6 MR. JAGGI: 6. No. 6.

7 MS. KELLY: -- yeah, No. 6.

8 We did say that, in prior consultation with the
9 applicant, we did discuss the amount of lighting and
10 keeping it consistent with the Mobile On The Run.

11 They are showing a maximum illumination of 28.5
12 right underneath the structure, and overall average
13 illumination for the entire area is 22.3.

14 MR. MAGRUDER: And also Item 11.

15 MR. ROVAK: That's also, yeah.

16 MS. KELLY: I'm sorry, I didn't catch that.

17 MR. MAGRUDER: Said also Item 11, all
18 lighting --

19 MS. KELLY: Oh.

20 MR. MAGRUDER: -- lighting shall comply with
21 this --

22 MS. KELLY: Oh, correct.

23 CHAIRMAN KISTNER: Is there anyone in the
24 audience that would like to speak to this matter?

25 Okay. This is a public -- is this a

1 public hearing? Yes, so you'll need to be sworn in.

2 (The speaker was sworn in by the court
3 reporter.)

4 CHAIRMAN KISTNER: If you could start with your
5 name and address, please.

6 ERIN KIRWIN: Hi, I'm Erin Kirwin (phonetic). I
7 live at 10804 Charlton Way, so I'm just down the hill from
8 this -- from this site.

9 And so the improvements sound great. I do have
10 concern about the noise level and the lighting level, in
11 that it does currently only stay open till seven o'clock
12 except on Tuesdays.

13 So I would be interested from the -- from the
14 lighting impact.

15 The other thing, just as a person that lives
16 down the -- down the hill, if -- if part of the renovation
17 project includes your air compressor for -- for -- for
18 filling up tires, because it is so loud and it
19 reverberates down the hill anytime anybody runs it.

20 So I don't know if this is the appropriate
21 hearing, but I'm going to state it for the record.

22 CHAIRMAN KISTNER: Yes, it is the appropriate
23 time.

24 ERIN KIRWIN: And then, yeah, so then I am
25 wondering about the hours of operation. My understanding,

1 you know, the competitive nature of the business, but, you
2 know, at -- at night and the lighting, it would be of
3 concern.

4 CHAIRMAN KISTNER: Thank you.

5 Would you be able to address the air compressor
6 issue?

7 MR. GOLDMAN: Honestly, that's the first time
8 I've heard that raised as a concern.

9 If there's -- if those tire air compressors --
10 I'm wondering if what actually hearing is the vacuums.
11 But those tire air compressors, if they're making a lot of
12 noise, it usually means that they need to be fixed.

13 So I -- I'm happy to send a maintenance person
14 to take a look and see that.

15 As far as hours, just to be clear, we already
16 sell gas until ten o'clock. We are authorized to sell gas
17 until ten o'clock, we don't always stay that late. So
18 those lights in the canopy, that shouldn't change as far
19 as the shut down time, so.

20 I'll certainly get somebody to check the air
21 compressor.

22 MS. SILVERMAN: Are you making changes to the
23 light on the canopy?

24 MR. GOLDMAN: Well, it's a brand new canopy --

25 MS. SILVERMAN: Sure.

1 MR. GOLDMAN: -- so, in fact, the people, no big
2 secret, the people who do our canopy are the same people
3 who did the Mobile canopy. There's really one national
4 company that does most of those, and we said let's do our
5 best to meet those numbers. So it's all going to be
6 recessed. All be LED. All the lights on site are LED, as
7 we've gone to in most of our -- well, almost all of our
8 stores now, just to keep the light on site, keep the
9 splash away.

10 MS. SILVERMAN: Are your current lights LED, are
11 they --

12 MR. GOLDMAN: We -- yes, they are. We have a
13 couple that are not, but the -- and there are several that
14 are -- the perimeter lights, when we made a change about a
15 year and a half ago, I believe all of them are LED on the
16 perimeter.

17 MS. SILVERMAN: Okay. So you would not expect
18 an increase, and your lighting study does not show --

19 MR. GOLDMAN: Our lighting plan is -- we -- we
20 sent that in. I suspect it's pretty modest.

21 CHAIRMAN KISTNER: The total number of pumps is?

22 MR. GOLDMAN: Four. Same as before.

23 CHAIRMAN KISTNER: But they're on each side,
24 right, or --

25 MR. GOLDMAN: So it's, yeah, it's four pumps,

1 two hoses per pump, one on each side, so eight.

2 CHAIRMAN KISTNER: Eight.

3 MR. GOLDMAN: Eight fueling positions, four
4 pumps.

5 CHAIRMAN KISTNER: That is significantly smaller
6 than the Mobile On The Run, and so canopy size is also
7 significantly smaller, so the actual lighting may be the
8 same, but whole lot less of it, yes.

9 MR. GOLDMAN: Absolutely. Yeah, it's much
10 smaller.

11 CHAIRMAN KISTNER: Okay. Thank you.

12 MR. GOLDMAN: Thanks.

13 CHAIRMAN KISTNER: Anyone else in the audience
14 wish to speak to this?

15 Any further questions or information from the
16 staff or applicant?

17 If not.

18 MR. MAGRUDER: I have a simple question.

19 CHAIRMAN KISTNER: Yes.

20 MR. MAGRUDER: I see this is called 18-16,
21 should it be 18-016 in the motion?

22 CHAIRMAN KISTNER: In the motion, I think it's
23 18-016.

24 MR. MAGRUDER: Yeah, it says dash 16, and I just
25 want --

1 CHAIRMAN KISTNER: Yeah, so when you make that
2 motion, if you could correct that.

3 MR. MAGRUDER: I'd be happy to do that.

4 I move to approve Application No. --

5 CHAIRMAN KISTNER: Wait, wait, no, hang on, we
6 have to --

7 MR. MAGRUDER: I'm sorry.

8 CHAIRMAN KISTNER: -- close the public hearing
9 first.

10 MR. MAGRUDER: I'm sorry.

11 MR. LUMLEY: Offer the following exhibits in the
12 record of this public hearing: Documentation in the
13 possession of the City Clerk regarding the public notice,
14 the staff report regarding this matter, City Code of
15 Ordinances and Charter, the City Comprehensive Plan, the
16 public file regarding this application.

17 CHAIRMAN KISTNER: All right. The hearing is
18 closed.

19 (The public hearing was closed at 9:00 p.m.)
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25

[illegible]

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.

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

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

CHAIRMAN KISTNER: [29] ERIN KIRWIN: [2] 14/5 14/23 MR. CARNEY: [5] 2/8 11/15 11/18 12/12 12/23 MR. GOLDMAN: [14] 3/10 9/19 10/1 10/10 15/6 15/23 15/25 16/11 16/18 16/21 16/24 17/2 17/8 17/11 MR. JAGGI: [2] 2/22 13/5 MR. LUMLEY: [2] 2/19 18/10 MR. MAGRUDER: [14] 2/11 9/17 9/23 10/9 11/17 13/13 13/16 13/19 17/17 17/19 17/23 18/2 18/6 18/9 MR. ROVAK: [2] 2/13 13/14 MR. SCHUH: [4] 2/17 11/13 11/16 11/21 MS. KELLY: [9] 2/24 10/16 11/25 12/14 13/1 13/6 13/15 13/18 13/21 MS. SILVERMAN: [5] 2/15 15/21 15/24 16/9 16/16 MS. STUTTE: [1] 3/2 THE COURT: [2] 2/9 2/12	22.3 [1] 13/13 28.5 [1] 13/11 3 30 square [1] 12/6 300 [1] 1/3 314 [2] 1/23 1/24 4 4772 [1] 1/23 6 63128 [1] 1/24 6:30 [1] 1/5 9 974-1199 [1] 1/24 9:00 [1] 18/19 A able [1] 15/5 about [7] 4/21 4/21 6/15 7/11 14/10 14/25 16/14 absent [1] 2/10 Absolutely [1] 17/9 accurate [1] 19/10 actual [1] 17/7 actually [2] 4/21 15/10 add [1] 5/5 adding [2] 4/17 4/23 address [2] 14/5 15/5 advantage [1] 9/14 affected [1] 11/24 after [2] 9/11 9/12 again [4] 3/13 3/22 5/24 8/16 ago [2] 6/5 16/15 agree [2] 11/16 11/18 air [5] 14/17 15/5 15/9 15/11 15/20 all [20] allow [1] 11/15 allowed [2] 12/9 12/10 almost [1] 16/7 already [1] 15/15 also [8] 4/17 7/15 10/5 11/9 13/14 13/15 13/17 17/6 alteration [1] 11/9 always [2] 5/11 15/17	am [1] 14/24 Amend [1] 3/5 amending [1] 10/21 amongst [1] 5/23 amount [2] 12/5 13/9 another [1] 3/22 answer [1] 9/16 any [7] 4/7 9/16 9/17 10/15 11/11 12/13 17/15 anybody [3] 5/3 10/15 14/19 anymore [1] 7/2 anyone [3] 9/17 13/23 17/13 anything [1] 5/19 anytime [1] 14/19 apologize [1] 10/12 applicant [5] 10/16 10/19 12/3 13/9 17/16 application [7] 1/8 3/5 10/22 12/16 12/17 18/4 18/16 appropriate [2] 14/20 14/22 approval [1] 11/10 approve [1] 18/4 approved [1] 12/20 APRIL [2] 1/4 2/4 April 16th [1] 2/4 architecture [1] 6/4 are [40] area [3] 4/18 8/10 13/13 as [22] Assistant [2] 1/14 3/1 Assistant/Recording g [2] 1/14 3/1 at [16] 3/7 3/23 5/14 6/15 7/7 10/21 11/11 12/1 12/5 12/11 12/18 12/20 14/7 15/2 15/2 18/19 ATTENDANCE [1] 1/9 Attorney [2] 1/13 2/19 attractive [1] 8/12 audience [2] 13/24 17/13 authorized [1] 15/16 average [1] 13/12 awards [1] 8/14	aware [2] 11/4 12/6 away [1] 16/9 B baby [1] 5/1 back [6] 4/4 5/23 7/8 8/19 8/22 10/13 BALLAS [1] 1/3 bar [2] 8/10 8/10 barely [1] 4/8 be [32] became [1] 11/5 because [3] 4/5 12/16 14/18 become [1] 7/19 been [8] 3/16 3/17 4/20 5/3 6/15 9/3 9/10 10/19 before [1] 16/22 behalf [1] 10/18 behind [1] 4/14 being [1] 9/13 believe [1] 16/15 besides [1] 6/10 best [2] 4/1 16/5 Beth [2] 1/10 2/6 better [1] 10/7 big [4] 6/1 6/12 7/13 16/1 bit [2] 6/6 6/19 blue [1] 9/21 Boulevard [1] 3/8 boy [2] 7/18 8/6 BP [4] 6/12 6/23 6/24 6/25 brand [1] 15/24 bring [1] 9/1 BriteWorx [1] 11/5 brought [1] 8/17 building [5] 3/20 5/17 5/18 6/2 11/1 bull [1] 6/12 business [3] 5/11 9/10 15/1 but [19] 4/6 4/9 5/4 5/6 5/25 6/16 7/7 7/11 8/4 8/20 12/11 12/20 13/3 14/21 15/1 15/11 16/13 16/23 17/8 C call [4] 2/5 4/11 5/11 6/12 called [1] 17/20 came [1] 6/18 can [4] 4/8 5/19 8/1 11/20 can't [3] 7/23 7/24 8/6 canopies [1] 11/3	canopy [21] car [5] 4/24 4/25 5/1 5/4 8/6 Carl [2] 1/13 2/19 Carney [2] 1/10 2/8 carry [2] 7/23 7/24 cars [2] 4/14 9/11 carwash [3] 3/17 4/1 9/10 catch [1] 13/16 cause [2] 4/14 8/1 CCR [6] 1/23 1/23 19/13 19/13 19/14 19/14 certainly [2] 5/21 15/20 Certified [3] 19/5 19/6 19/6 certify [1] 19/7 Chair [1] 2/6 Chairman [1] 1/10 change [9] 3/22 5/13 5/24 6/9 6/14 7/5 11/8 15/18 16/14 changed [4] 3/19 3/20 3/20 3/20 changes [8] 3/18 4/6 4/9 10/25 11/1 11/13 11/14 15/22 changing [1] 4/11 Charlton [1] 14/7 Charter [1] 18/15 check [1] 15/20 CITY [10] 1/2 1/13 1/14 2/19 2/24 10/17 10/18 18/13 18/14 18/15 clean [3] 6/18 6/21 10/6 cleaned [1] 5/5 clear [1] 15/15 Clerk [1] 18/13 close [2] 4/22 18/8 closed [2] 18/18 18/19 closer [1] 8/24 Code [1] 18/14 COEUR [6] 1/2 3/16 3/23 5/7 8/14 10/18 colonial [1] 6/4 color's [1] 9/19 come [1] 6/10 coming [1] 9/5 commercial [1] 8/24 COMMISSION [3] 1/1 2/3 2/7
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6/4 10/3	we [75]	16/15	
transcript [1]	we'll [2] 2/5 4/3	years [1] 6/16	
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 04/23/18 07:00 PM
Department: Planning Division
Category: Report
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5707 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for Automotive Body, Paint, and Interior Repair and Maintenance Use, Schaefer Autobody Center, Inc. Located at 10771 Baur Boulevard. First Reading

Scott Schaefer, of Schaefer Auto Body Center, Inc., has submitted a request for a conditional use permit for the Schaefer Auto Body Center at 10771 Baur Boulevard to expand within the existing building to a total of 61,350 square feet. Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the LI-Light Industrial District. The Commission recommended approval on April 16, 2018.

Ordinance

Meeting of April 23, 2018

BILL NO. 5707

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR AUTOMOTIVE BODY, PAINT, AND INTERIOR REPAIR AND
MAINTENANCE USE, SCHAEFER AUTOBODY CENTER, INC.
LOCATED AT 10771 BAUR BOULEVARD**

WHEREAS, under Section 405.380(C), Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) in the "LI" Light Industrial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Scott Schaefer, of Schaefer Auto Body Center, Inc., has submitted a request for a conditional use permit for the Schaefer Auto Body Center at 10771 Baur Boulevard to expand within the existing building to a total of 61,350 square feet; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 16, 2018, 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 April 16, 2018; and

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

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

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

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

SECTION 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of an Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) at 10771 Baur Boulevard, in LI (Light Industrial) District, whose legal description is as follows:

BILL NO. 5707

ORDINANCE NO. _____

A tract of land in part of Section No. 3 of Lindbergh-Warson Industrial Center, a subdivision according to the plat thereof recorded in Plat Book 76, page 13, of the St. Louis County records, and being described as follows: Beginning at the Southwest corner of property conveyed to Minnesota Mining and Manufacturing Company by deed recorded in Book 3799, page 31, of the St. Louis County records, being a point in the North line of Baur Boulevard, 50 feet wide, thence North 9 degrees East a distance of 432.74 feet along the West line of the aforesaid property to the Northwest corner thereof, thence along the North line of the aforesaid property South 81 degrees East, a distance of 285 feet to a point, thence South 0 degrees 25 minutes West a distance of 377.28 feet to a point in the North line of Baur Boulevard, 50 feet wide, thence along the North line of said Baur Boulevard, North 89 degrees 35 minutes West, a distance of 266.41 feet to a point of curve, thence continuing along the North line of said Baur Boulevard along a curve to the left an arc distance of 80.53 feet, said curve having a radius point which bears South 0 degrees 25 minutes West a distance of 400 feet, to the point of beginning, according to a Survey executed by Elbring Surveying Company during the month of March, 1978, as revised May 19, 1978, subject to the terms and conditions of Agreement dated June 11, 1956, recorded June 20, 1956, in Book 3623 at page 424 as amended and modified and subject to easements, conditions and restrictions of record.

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 an Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) within the existing 61,658 sq. ft. building located at 10771 Baur Boulevard.
2. All business operations shall take place indoors, and storage of at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.
3. All activity and storage of parts, etc. will occur within the building or fenced area to the west.
4. The hours of operation are 7 AM to 7 PM Monday-Friday. Additional business hours may be permitted with the Zoning Administrator's approval, including but not limited to, the hosting of special events.
5. The Applicant shall obtain a building permit to address any building code issues associated with the expansion of the use into the space and any property maintenance issues to the satisfaction of the Chief Building Official, including bring up the fence on the west side of the building up to standard.
6. A new landscape plan shall be provided to account for the existing and to replace where there are some missing trees on the site.
7. Any new mechanical equipment installed for the site shall be properly screened with approved materials by the Zoning Administrator.
8. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
9. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
10. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

BILL NO. 5707

ORDINANCE NO. _____

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

SECTION 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue 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 _____, 2018.

DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #18-017: CONDITIONAL USE PERMIT FOR SCHAEFER AUTO BODY CENTER AT 10771 BAUR BOULEVARD TO EXPAND INTO THE ENTIRE BUILDING, FOR A TOTAL OF 61,350 SQ. FT.

FOR THE MEETING OF: Monday, April 16, 2018 at 6:30 PM

LOCATION: 10771 Baur Boulevard, zoned LI-Light Industrial District

REQUEST: Scott Schaefer, of Schaefer Auto Body Center, Inc., has submitted a request for a conditional use permit for the Schaefer Auto Body Center at 10771 Baur Boulevard to expand within the existing building to a total of 61,350 square feet. Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the LI-Light Industrial District.

ADDITIONAL INFORMATION: The existing 61,350 sq. ft. warehouse building was originally built in 1979 on a site of approximately 2.88 acres in the Lindbergh-Warson Industrial Center. Originally developed under St. Louis County jurisdiction, the entire area was annexed into the City of Creve Coeur in 1990 and subsequently zoned LI-Light Industrial District. The property has remained largely unchanged since that time. The Applicant has indicated that he took over the existing space from Huey Honda Collision Repair Center in 2009. However, no conditional use permit is on file, and therefore with the proposed expansion, Staff is seeking a new conditional use permit for the use.

Key Issues:

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

Creve Coeur 2030

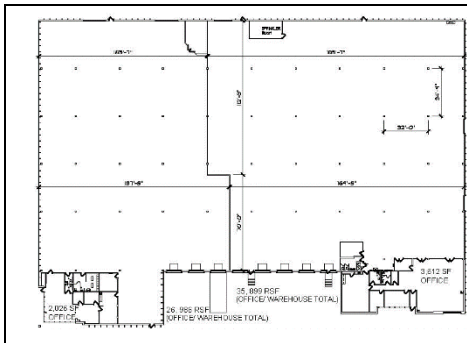
- Mixed-Use Innovation Campus District (MUIC)

Zoning Code References

- Section 405.210: Regulation of Uses, Table A
- Section 405.380: LI-Light Industrial District
- Section 405.470 Conditional Uses

APPLICANT: Scott Schaefer
 Schaefer Auto Body Centers, Inc.
 10771 Baur Boulevard
 Creve Coeur, MO 63132

PROPERTY OWNER Janette M. Bergmann
REPRESENTATIVE: Baur Boulevard Properties, LLC
 c/o Pace Properties, Inc.
 1401 S. Brentwood Blvd., Suite 900
 St. Louis, MO 63132



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 4/13/2018
ATTACHMENTS: Applicant's Materials received March 16, 2018
 Draft Ordinance

PROPOSAL

The Applicants are seeking a new conditional use permit to allow for the expansion from their current 26,350 square foot space on the south end of the building to utilize the entire building. It should be noted that the Applicant indicated that the total building square footage is 61,350. However, St. Louis County information indicates that the total building square footage is 61,658, and therefore the Draft Ordinance includes this number as the square footage for the use.

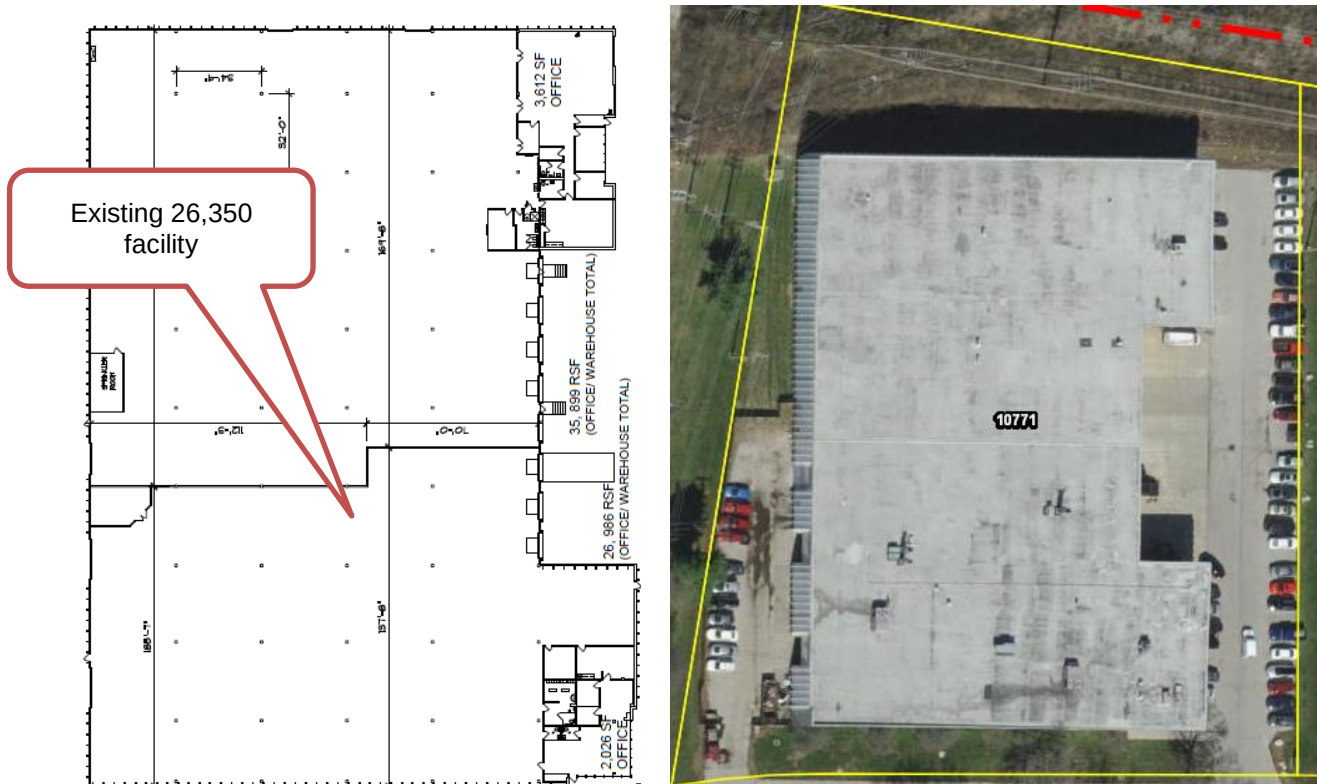


Figure 1: Applicant's Interior Floor Plan and Close up of the Site from City's GIS.

All activity will occur indoor or within the fenced area of the west side of the building, including the storage of damaged vehicles.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Industrial	Unincorporated St. Louis Co.	N/A
South	Industrial	LI-Light Industrial	Baur Boulevard
East	Industrial	LI-Light Industrial	NA
West	Ameren Substation	LI-Light Industrial	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District and within the Industrial Park area of the 39 N. Master Plan. The vision for the Mixed-Use Innovation Campus District (MUIC) is a sustainable hub for cutting-edge research, job opportunities, and community amenities that encourages innovation, collaboration, and entrepreneurship in a vibrant, mixed-use environment. As the proposal is utilizing a vacant warehouse space, and the use is pre-existing non-conforming, the proposed use would satisfy the goals and objectives of the Comprehensive Plan in as much as this request can.

ZONING REVIEW

Section 405.380(G) of the LI-District Regulations state that all business, services, storage, merchandise display and repairing and processing shall be conducted wholly within an enclosed building or within a fenced and screened exterior storage area, except for off-street automobile parking and off-street loading unless expressly permitted by a conditional use permit (see Section 405.1070). Table A includes Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) as a Conditional Use in the LI District

Pre-conditions:

For reference purposes Section 405.470(A)(20) provides certain pre-conditionals for other similar uses. While Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) is not specifically included within the listed uses, the property at 10771 Baur generally complies with those standards where applicable. The property is approximately 2.88 acres, and all activity and storage of parts, etc. will occur within the building or fenced area to the west.

SECTION 405.470: CONDITIONAL USES

20. Tire dealers, general automotive repair, automotive transmission repair, other automotive mechanical and electrical repair and maintenance, oil change, automotive glass replacement shops, and all other automotive repair and maintenance — NAICS 441320, 811111, 811113, 811118, 811122, 811191 and 811198 (conditional uses in the "GC", "CB" and "LI" districts).

- a. Site size. Shall be located on lots of at least one (1) acre.
- b. Service bays. Service bays shall be limited to one (1) per five thousand (5,000) square feet of land area. All service bays shall be contained entirely within the building. Service bay doors shall not face residentially zoned property ("A", "B", "C", "D", "AR" or "MR").
- c. Fencing. The site shall be fenced with a six (6) foot brick or stone masonry wall or solid fence of wood or other material deemed appropriate by the Planning and Zoning Commission along each property line which abuts property zoned to any residential classification ("A", "B", "C", "D", "AR" or "MR").
- d. Trash disposal and storage. All used tires and parts, trash and similar objects shall be stored within a solid brick or concrete enclosure in the rear half or, in the case of corner sites, the rear quarter of the site.
- e. Body repairs prohibited. No body and fender work, top and upholstery work shall be permitted on the premises.
- f. Landscaping and buffering. A landscaped buffer at least ten (10) feet in width should be provided along the length of all property lines including along all frontage on street rights-of-way except where broken for entranceways. Landscaping shall be provided in accordance with a landscape plan approved by the Planning and Zoning Commission.

The existing fenced however does appear to need repair, and the drive way is broken up. Therefore, Staff has included a condition of approval that the fence should be brought up to standard, of natural wood or another material, dark in color, and sight proof in compliance with the regulation above, as well as with Section 405.640 fences and Walls, for Staff review and approval.



Figure 2: Photo of the existing fenced area on the west side of the building.



Figure 3: google Image of the fence area on the west side of the building.

Landscaping:

The existing landscaping along the front of the building has been well maintained, with the minor exception that a tree is missing along the front of the building. Therefore, Staff has included a recommendation for a new landscape plan be submitted that shows the existing planting, and to fill in where needed along the front for the Zoning Administrator's approval. If the Commission would like to see additional plantings, a condition will need to be included.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinance. 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 an Automotive Body, Paint, and Interior Repair and Maintenance (NAICS 811121) within the existing 61,658 sq. ft. building located at 10771 Baur Boulevard.
2. All business operations shall take place indoors, and storage of at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.
3. All activity and storage of parts, etc. will occur within the building or fenced area to the west.
4. The hours of operation are 7 AM to 7 PM Monday-Friday. Additional business hours may be permitted with the Zoning Administrator's approval, including but not limited to, the hosting of special events.
5. The Applicant shall obtain a building permit to address any building code issues associated with the expansion of the use into the space and any property maintenance issues to the satisfaction of the Chief Building Official, including bring up the fence on the west side of the building up to standard.
6. A new landscape plan shall be provided to account for the existing and to replace where there are some missing trees on the site.

7. Any new mechanical equipment installed for the site shall be properly screened with approved materials by the Zoning Administrator.
8. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
9. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

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 a new Conditional Use Permit for Schaefer Auto Body to expand within the existing building for a total of 61,685 square feet at 10771 Baur Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report on Application #18-017” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

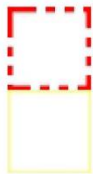
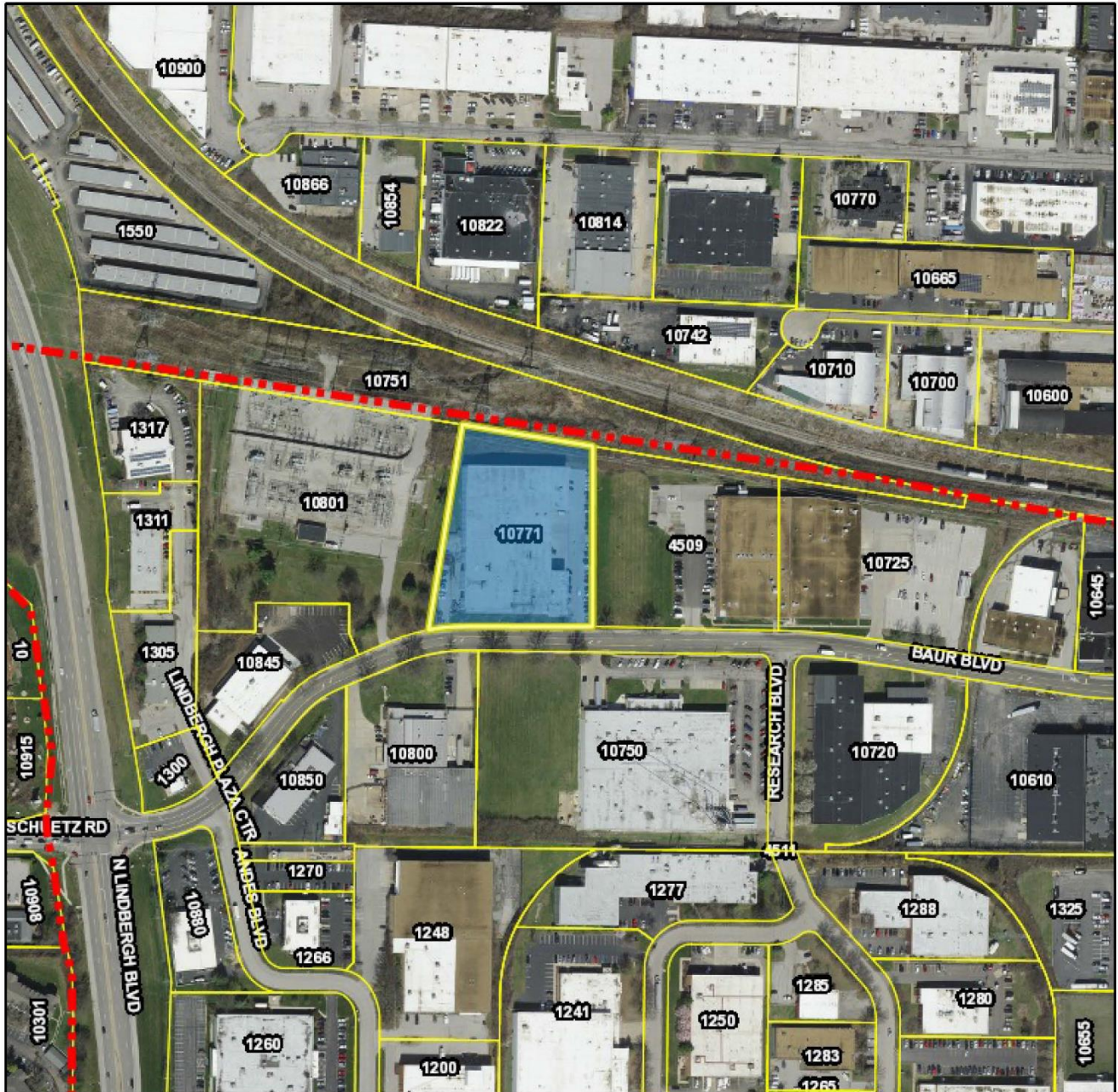
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

10771 Baur Blvd., Schaefer Auto Body



City Limits

Parcels

Parcels Label

Roads Labels

April 2, 2018



Prepared By

HORNER SHIFRIN

APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 4/13/2018



Description: View of the building looking west along Baur Boulevard.



Description: View of the Building looking north from Baur Boulevard.



Description: View of the Building from across Baur looking northwest where there looks to be a missing tree along the front façade of the building.



Description: View looking north along the east side of the building from Baur Boulevard.

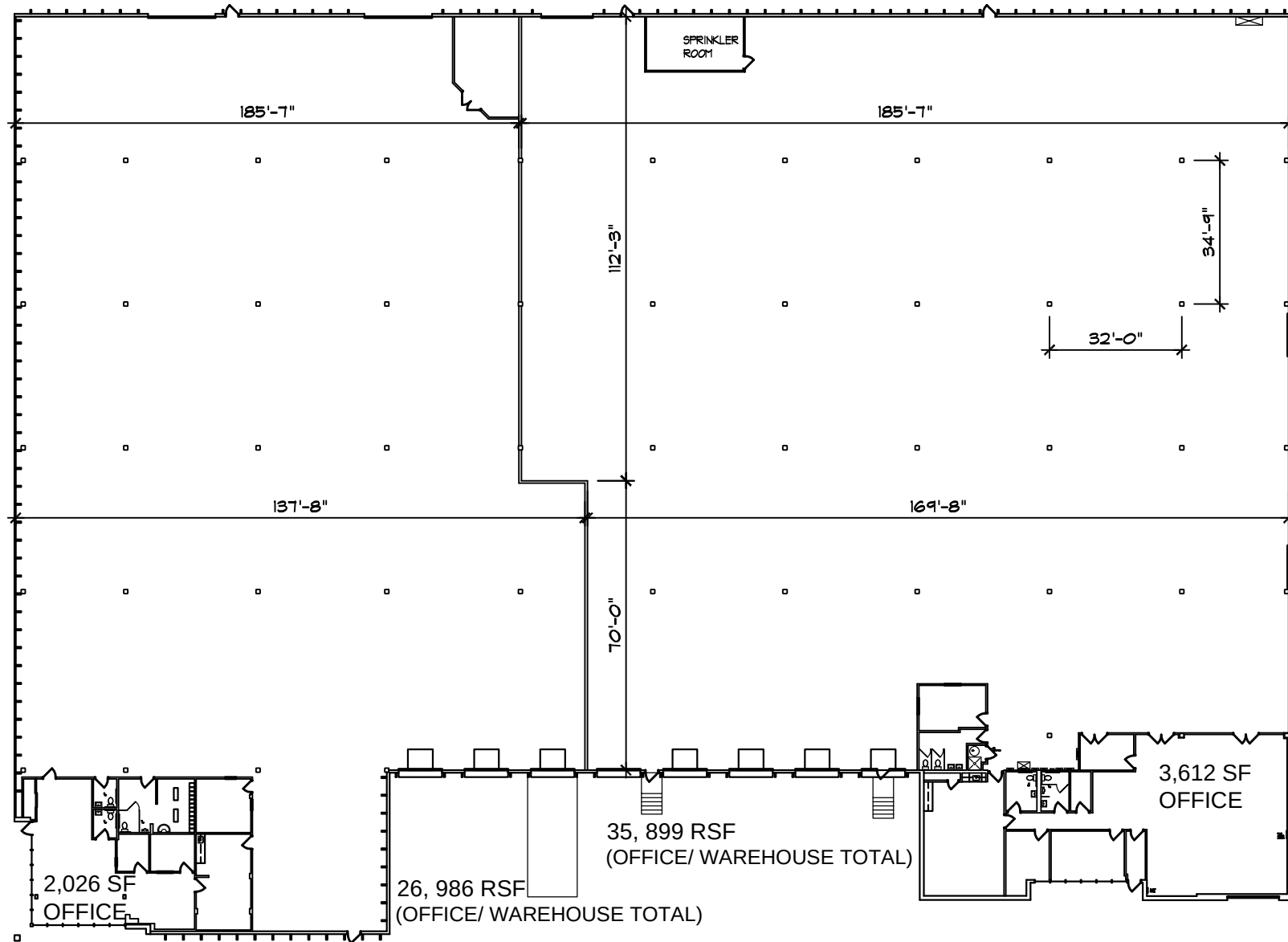
Supporting information for Conditional Use Permit application for Schaefer Autobody Centers at 10771 Baur Blvd in Creve Coeur:

In June of 2001, Huey Honda opened a Collision Repair Center in the southern 26,350 square feet of this 61,350 square ft building. Two EPA compliant paint booths, 3 EPA compliant paint priming stations, and an EPA compliant paint storage room were installed. In June, 2009, we, Schaefer Autobody Centers, acquired this business's assets at this location and opened, doing the same type of business in the same location.

In May of 2018, the tenant in the northern 35,000 square ft of this building, Iron Mountain File Storage, is vacating. We have agreed to lease this additional space to expand our existing operation. The installation of an additional paint booth and priming station is expected. We will acquire the remaining exterior parking that had been used by Iron Mountain. Regarding exterior parking, it mainly consists of employee parking and customer drop off and pick up. This parking is along the east border of the property and inside a fenced area on the west side of the building. Damaged cars are moved inside shortly upon arrival. The additional interior space will help with this also.

It is not expected that increasing our presence at this property will adversely affect any neighboring businesses, since most additional activity will be indoors.

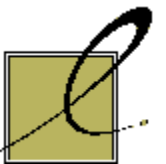
RECEIVED
MAR 16 2018
PLANNING DEPT.



AS-BUILT CONDITIONS
10771-10777 BAUR BLVD
ST LOUIS, MISSOURI NOT TO SCALE



LINEA
DESIGN, INC



144 W. LOCKWOOD AVE SUITE NUMBER 150
WEBSTER GROVES, MISSOURI 63119 314-721-0044

1 PLANNING AND ZONING COMMISSION PUBLIC HEARING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, APRIL 16, 2018

5 6:30 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 18-017

9
10 THOSE IN ATTENDANCE:

11 Ms. Beth Kistner, Chairman

12 Mr. Tim Carney

13 Mr. Don Magruder

14 Mr. Gene Rovak

15 Ms. Heather Silverman

16 Mr. Matthew Schuh

17 Mr. Carl Lumley, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Whitney Kelly, City Planner

20 Ms. Jessica Stutte, Planning Assistant/Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

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

3 Welcome to the Planning and Zoning Commission
4 Meeting for Monday, April 16th, 2018.

5 We'll start with our roll call.

6 I'm Beth Kistner, the Chair of the Planning
7 Zoning Commission.

8 We have Tim Carney?

9 MR. CARNEY: Present.

10 CHAIRMAN KISTNER: Muriel Hall is absent.

11 Don Magruder?

12 MR. MAGRUDER: Present.

13 CHAIRMAN KISTNER: Gene Rovak?

14 MR. ROVAK: Present.

15 CHAIRMAN KISTNER: Heather Silverman?

16 MS. SILVERMAN: Present.

17 CHAIRMAN KISTNER: Matthew Schuh?

18 MR. SCHUH: Present.

19 CHAIRMAN KISTNER: City Attorney, Carl Lumley?

20 MR. LUMLEY: Present.

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

23 MR. JAGGI: Present.

24 CHAIRMAN KISTNER: City Planner, Whitney Kelly?

25 MS. KELLY: Present.

1 CHAIRMAN KISTNER: Planning Assistant/Recording
2 Secretary, Jessica Stutte?

3 MS. STUTTE: Present.

4 CHAIRMAN KISTNER: Okay. Also public hearing,
5 Application No. 18-017: Conditional use permit for
6 Schaefer Auto Body Center at 10771 Baur Boulevard to
7 expand into the entire building, for a total of
8 61,350 square feet.

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

11 SCOTT SCHAEFER: Okay. So I'm here to request
12 your recommendation approval for us to get conditional use
13 permit that allows us to expand our existing auto
14 collision repair facility in Creve Coeur off Baur -- Baur
15 Road -- Baur Boulevard to, basically, take over the rest
16 of -- of the building.

17 So it's currently 26,000 square foot space that
18 we lease. And I've signed a lease conditional upon the
19 approval with the landlord to move into the space that
20 is -- that will be previously occupied by Iron Mountain,
21 which is a bio-storage company.

22 The -- it will be an expansion of my body shop,
23 but the majority use of this space is actually going to be
24 to house, I'm trying to think of the best way to put this,
25 we call it OEM scanning and calibration equipment.

1 So if you drive a late model sedan or SUV that
2 has the sensors and the cameras in it, presently there's
3 no facilities in St. Louis -- there's very few of them
4 that have the ability to calibrate them after your
5 vehicle's been into an accident. So we're investing into
6 the equipment to be able to calibrate and to take care of
7 our customers for the future of automotive industry.

8 So that's really what the vision for the
9 building is.

10 I don't anticipate there being any additional
11 volume in actual paint work than what's currently there.
12 The goal is really to make space for that -- that newer
13 technology we want to deal with, so.

14 CHAIRMAN KISTNER: Staff recommended a number of
15 conditions relating to the fencing and driveway and all
16 the conditions and all that, are you in agreement with all
17 of them?

18 SCOTT SCHAEFER: I am.

19 CHAIRMAN KISTNER: Oh, I'm sorry. Could you
20 state your name for the record.

21 SCOTT SCHAEFER: Yes, I'm sorry. Been a little
22 bit a long night.

23 My name is Scott Schaefer. I'm vice president
24 and owner of Schaefer Auto Body Center.

25 CHAIRMAN KISTNER: Okay. Does anybody have any

1 questions for Mr. Schaefer?

2 MR. ROVAK: From what we've already seen,
3 there's no real change to the exterior condition situation
4 on the site?

5 SCOTT SCHAEFER: No, there -- there will not be.

6 In fact, if anything, this will be an
7 improvement because it will allow us to park vehicles
8 inside, so vehicles that are currently parked on the side
9 of the building, which has kind of the old ugly fence that
10 we're going to replace, there will be less of those
11 because we'll be able to store them inside, which is
12 better for our company anyway. It's better for the -- it
13 keeps the cars clean, so it's easier for us to fix them.

14 MR. ROVAK: Thank you.

15 CHAIRMAN KISTNER: Any other questions for the
16 applicant?

17 Staff, is there anything you'd like to add?

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

20 As the applicant has indicated, there was a body
21 shop at this location prior to, but, however, we couldn't
22 find an existing conditional use permit. So with this
23 application, we are seeking this whole new conditional use
24 permit to cover the entire site.

25 As he indicated, all activity will be occurring

1 inside or within the fenced area to the west.

2 And he has indicated agreement to all of the
3 conditions, and, therefore, we recommend approval.

4 CHAIRMAN KISTNER: Thank you.

5 Any questions for staff?

6 Is there anyone in the audience who would like
7 to speak on this matter?

8 Seeing none.

9 You want to do --

10 MR. LUMLEY: Offer the following exhibits into
11 the record of this public hearing: Documentation in the
12 custody of the City Clerk reflecting the public notice,
13 the staff report in this matter, the City Code of
14 Ordinances and Charter, the City Comprehensive Plan, and
15 the public file regarding this application.

16 CHAIRMAN KISTNER: Okay. Hearing is closed.

17 (The public hearing was closed at 9:07 p.m.)
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22
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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 Deborah K. McLaughlin

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

14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
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CHAIRMAN KISTNER: [16] MR. CARNEY: [1] 2/8 MR. JAGGI: [1] 2/22 MR. LUMLEY: [2] 2/19 6/9 MR. MAGRUDER: [1] 2/11 MR. ROVAK: [3] 2/13 5/1 5/13 MR. SCHUH: [1] 2/17 MS. KELLY: [2] 2/24 5/17 MS. SILVERMAN: [1] 2/15 MS. STUTTE: [1] 3/2 SCOTT SCHAEFER: [4] 3/10 4/17 4/20 5/4	actual [1] 4/11 actually [1] 3/23 add [1] 5/17 additional [1] 4/10 after [1] 4/4 agreement [2] 4/16 6/2 all [6] 2/1 4/15 4/16 4/16 5/25 6/2 allow [1] 5/7 allows [1] 3/13 already [1] 5/2 Also [1] 3/4 am [1] 4/18 anticipate [1] 4/10 any [4] 4/10 4/25 5/15 6/5 anybody [1] 4/25 anyone [1] 6/6 anything [2] 5/6 5/17 anyway [1] 5/12 applicant [2] 5/16 5/20 application [4] 1/8 3/5 5/23 6/15 approval [3] 3/12 3/19 6/3 APRIL [2] 1/4 2/4 April 16th [1] 2/4 are [3] 4/16 5/8 5/23 area [1] 6/1 As [2] 5/20 5/25 Assistant [2] 1/15 3/1 Assistant/Recording [2] 1/15 3/1 at [3] 3/6 5/21 6/17 ATTENDANCE [1] 1/10 Attorney [2] 1/14 2/19 audience [1] 6/6 auto [3] 3/6 3/13 4/24 automotive [1] 4/7	best [1] 3/24 Beth [2] 1/11 2/6 better [2] 5/12 5/12 bio [1] 3/21 bio-storage [1] 3/21 bit [1] 4/22 body [4] 3/6 3/22 4/24 5/20 Boulevard [2] 3/6 3/15 building [4] 3/7 3/16 4/9 5/9 but [2] 3/23 5/21	C calibrate [2] 4/4 4/6 calibration [1] 3/25 call [2] 2/5 3/25 cameras [1] 4/2 care [1] 4/6 Carl [2] 1/14 2/19 Carney [2] 1/11 2/8 cars [1] 5/13 CCR [6] 1/23 1/23 7/13 7/13 7/14 7/14 Center [2] 3/6 4/24 Certified [3] 7/5 7/6 7/6 certify [1] 7/7 Chair [1] 2/6 Chairman [1] 1/11 change [1] 5/3 Charter [1] 6/14 CITY [9] clean [1] 5/13 Clerk [1] 6/12 closed [2] 6/16 6/17 Code [1] 6/13 COEUR [3] 1/2 3/14 5/19 collision [1] 3/14 COMMISSION [3] 1/1 2/3 2/7 Community [2] 1/14 2/21 company [2] 3/21 5/12 Comprehensive [1] 6/14 condition [1] 5/3 conditional [5] 3/5 3/12 3/18 5/22 5/23 conditions [3] 4/15 4/16 6/3 Could [1] 4/19	couldn't [1] 5/21 COUNTY [1] 7/2 court [4] 1/22 3/9 7/5 7/7 cover [1] 5/24 CREVE [3] 1/2 3/14 5/19 CSR [3] 1/23 7/13 7/14 currently [3] 3/17 4/11 5/8 custody [1] 6/12 customers [1] 4/7	D deal [1] 4/13 Deborah [3] 1/23 7/4 7/14 Development [2] 1/14 2/22 Director [2] 1/14 2/21 do [2] 6/9 7/7 Documentation [1] 6/11 Does [1] 4/25 Don [2] 1/12 2/11 don't [1] 4/10 drive [2] 1/23 4/1 driveway [1] 4/15	E easier [1] 5/13 entire [2] 3/7 5/24 equipment [2] 3/25 4/6 evening [1] 2/1 everyone [1] 2/2 exhibits [1] 6/10 existing [2] 3/13 5/22 expand [2] 3/7 3/13 expansion [1] 3/22 exterior [1] 5/3	F facilities [1] 4/3 facility [1] 3/14 fact [1] 5/6 feet [1] 3/8 fence [1] 5/9 fenced [1] 6/1 fencing [1] 4/15 few [1] 4/3 file [1] 6/15 find [1] 5/22 fix [1] 5/13 following [1] 6/10 foot [1] 3/17 future [1] 4/7	G Gatesbury [1] 1/23 Gene [2] 1/12 2/13 get [1] 3/12 goal [1] 4/12 going [2] 3/23 5/10 Good [1] 2/1	H Hall [1] 2/10 has [4] 4/2 5/9 5/20 6/2 have [3] 2/8 4/4 4/25 he [2] 5/25 6/2 hearing [8] Heather [2] 1/13 2/15 here [1] 3/11 hereby [1] 7/7 house [1] 3/24 however [1] 5/21	I I'm [6] 2/6 3/11 3/24 4/19 4/21 4/23 I've [1] 3/18 if [2] 4/1 5/6 IL [3] 1/23 7/13 7/14 IL-CSR [3] 1/23 7/13 7/14 Illinois [1] 7/6 improvement [1] 5/7 in [11] Inc [1] 1/22 indicated [3] 5/20 5/25 6/2 industry [1] 4/7 inside [3] 5/8 5/11 6/1 into [5] 3/7 3/19 4/5 4/5 6/10 investing [1] 4/5 Iron [1] 3/20 is [12] it [5] 3/22 3/25 4/2 5/7 5/12 it's [3] 3/17 5/12 5/13	J Jaggi [2] 1/14 2/22 Jason [2] 1/14 2/22 Jessica [2] 1/15 3/2	K Kansas [1] 7/6
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(2) keeps - ZONING



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

Meeting: 04/23/18 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Jason Jaggi
Department Head: Carl Lumley

SCHEDULED

ORDINANCE

**Bill No. 5708 - an Ordinance Adjusting the Municipal
Boundary of the City of Creve Coeur for Property at the
Intersection of West Rue De La Banque and Orchard Lakes
Drive. First Reading**

This request involves the annexation of property owned by the City of Creve Coeur located under and adjacent to West Rue de la Banque Drive and a portion of Orchard Lakes Subdivision Common Ground and Orchard Lakes Drive. Upon annexation, the properties would be located within the municipal boundaries of the City of Creve Coeur

Ordinance

Meeting of April 23, 2018

BILL NO. 5708

ORDINANCE NO. _____

**AN ORDINANCE ADJUSTING THE MUNICIPAL BOUNDARY
OF THE CITY OF CREVE COEUR FOR PROPERTY AT THE
INTERSECTION OF WEST RUE DE LA BANQUE AND
ORCHARD LAKES DRIVE.**

WHEREAS, the City of Creve Coeur is the owner of property under and adjacent to West Rue de la Banque Drive that is located outside the municipal boundary and within unincorporated St. Louis County, and

WHEREAS, the City has determined that the municipal boundary should be adjusted as may be necessary so that this property lies within the City of Creve Coeur, and

WHEREAS, there is a small portion of Orchard Lakes Drive, a public street, and adjacent undeveloped subdivision common ground west and south of the aforesaid City property which would be well-served to be included within the City to avoid an irregular municipal boundary, and

WHEREAS, the Trustees of the Orchard Lakes subdivision have consented to such boundary adjustment, and

WHEREAS, the City Council has determined pursuant to Section 71.011 RSMo. that such boundary adjustment is appropriate for efficient municipal regulation of and service to the involved property, and that such adjustment is in the best interests of all concerned, and

WHEREAS, there are currently no residents on the property, and

WHEREAS, the proposed annexation qualifies as a boundary adjustment that is not subject to review by the St. Louis County Boundary Commission, and

WHEREAS, the portion of the property annexed hereunder shall be considered as zoned pursuant to County zoning until the City changes zoning regulations for such property, and

WHEREAS, public right of way within the area to be annexed will thereby become City right of way, and

WHEREAS, copies of this proposed Ordinance have been made available for public inspection prior to consideration by the City Council, and this Bill has been read by title in open meeting twice before final passage by the City Council,

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

SECTION 1. The City hereby extends its corporate limits as may be necessary to include all the property depicted on **Exhibit A** hereto, subject to consent thereto by ordinance of St. Louis County, Missouri, and legally described as:

A tract of land being comprised of a portion of Lake House Farm Subdivision as recorded in Plat Book 9, Page 74; Orchard Lakes Plat 1 as recorded in Plat Book 97, Page 20 & 21 and Banque

BILL NO. 5708

ORDINANCE NO. _____

West Subdivision as recorded in Plat Book 173, Page 30 and also being comprised of portions of Orchard Lakes Drive (60 ft. wide) and a tract of land conveyed to the City of Creve Coeur in Book 7964, Page 2235. Said parcels being in Section 3, in Township 45 North, Range 5 East, in St. Louis County, Missouri. Said tract being more particularly described as follows:

BEGINNING at a Point on the East line of Orchard Lakes Drive (60 ft. wide); Same point being the Northwest corner of Lot B of Banque West Subdivision as recorded in Plat Book 173, Page 30 and described in a deed to 11921 Olive LLC and recorded in Book 19305, Page 5967; Said point also being the Southwest corner of a tract of land described in a deed to the City of Creve Coeur and recorded in Book 7964, Page 2235, all of the St. Louis County, Missouri, Recorder's Office; Said point also being on the line between the City of Creve Coeur and St. Louis County;

THENCE, with the common line between Orchard Lakes Drive and Lot B of Banque West Subdivision, same being the common line between the City of Creve Coeur and St. Louis County, South 00 degrees 06 minutes 00 seconds West, a distance of 242.29 feet to a point on the common line between the Creve Coeur City Limits and St. Louis County;

THENCE, crossing Orchard Lakes Drive and a 10.57 ft. wide Common area as shown on Orchard Lakes Plat 1 and with the common line between the City of Creve Coeur and St. Louis County, North 70 degrees 10 minutes 00 seconds West, a distance of 74.97 feet to an angle point on the West line of Orchard Lakes Plat 1; Said point being the common Eastern corner between a tract of land described in a deed to Weber Chevrolet as recorded in Book 5887, Page 43 and a tract of land described in a deed to Weber Chevrolet as recorded in Book 5903, Page 249, both of the St. Louis County, Missouri, Recorder's Office;

THENCE, with the common line between Orchard Lakes Plat 1 and Weber Chevrolet, also being the common line between the City of Creve Coeur and St. Louis County, North 00 degrees 06 minutes 00 seconds East, a distance of 379.50 feet to an angle point;

THENCE, leaving the said common line and crossing the said common area along the extension of the common line between Lot 121 and Lot 122 of Orchard Lakes Plat 1, South 62 degrees 22 minutes 02 seconds East, a distance of 282.00 feet to an angle point; Lot 121 having been conveyed to the City of Creve Coeur in Book 7964, Page 2235 and Lot 122 having been conveyed to David Clark in Book 11261, Page 443, both of the St. Louis County, Missouri, Recorder's Office;

THENCE, leaving the common line between Lot 121 and Lot 122 and crossing Lot 122, North 76 degrees 32 minutes 05 seconds East, a distance of 121.70 feet to an angle point on the common line between the said Lot 122 and Lot 123 as described in a deed to Terry Hicks and recorded in Book 15921, Page 148, in the St. Louis County, Missouri, Recorder's Office;

THENCE, with the common line between Lot 122 and Lot 123, South 62 degrees 22 minutes 02 seconds East, a distance of 25.00 feet to an angle point at the common eastern corner between Lot 122 and Lot 123; Said point also being on the West line of a tract of land described in a deed to Rue De La Banque LLC and recorded in Book 20308, Page 1912 of the St. Louis County, Missouri, Recorder's Office; Said point being on the common line between the City of Creve Coeur and St. Louis County;

THENCE, with the common line between Lot 122 and Rue De La Banque LLC, same being the common line between the City of Creve Coeur and St. Louis County, South 00 degrees 12 minutes 00 seconds West, a distance of 52.41 feet to an angle point on the North line of a tract of land described in a deed to the City of Creve Coeur and recorded in Book 9383, Page 2100 of the St.

BILL NO. 5708

ORDINANCE NO. _____

Louis County, Missouri, Recorder's Office; Said point being on the aforementioned North line of Banque West Subdivision Lot B;

THENCE, with the common line of Lot B of the Banque West Subdivision, same being the common line between the City of Creve Coeur parcel described in Book 7964, Page 2335 and the City of Creve Coeur parcel described in Book 9383, Page 2100, same being the common line between the City of Creve Coeur and St. Louis County, North 89 degrees 19 minutes 00 seconds West, a distance of 319.89 feet to the Point of Beginning of the herein described tract of land and containing approximately 47,777 square feet, or 1.096 acres of land according to calculations performed by Clayton Engineering during July of 2016.

SECTION 2. Upon verification of adoption of such consent ordinance by St. Louis County, any portion of the property described herein that was previously located within St. Louis County shall be concurrently detached therefrom and annexed into the City of Creve Coeur for the reasons recited herein, and all portions of public right of way included therein shall become City right of way, and the City Clerk shall cause certified copies of this ordinance to be filed with the Clerk of St. Louis County, the Assessor for St. Louis County, the Recorder of Deeds of St. Louis County, the Clerk of the Circuit Court of St. Louis County, the St. Louis Boundary Commission, and the Election Authority for St. Louis County, whereupon the annexation shall be complete and final and thereafter all courts of this state shall take judicial notice of the limits of the City as so extended.

SECTION 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter and as provided herein.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2018.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
 (314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO CITY ADMINISTRATOR AND CITY COUNCIL

Meeting Date: April 23, 2018

Subject: **Bill to Approve Annexation of Property at the Intersection of West Rue de la Banque Drive and Orchard Lakes Drive Located In Unincorporated St. Louis County**

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

Attachments: Bill to Approve Annexation
 Annexation Exhibit
 Orchard Lakes Trustees Consent to Annexation of Common Ground

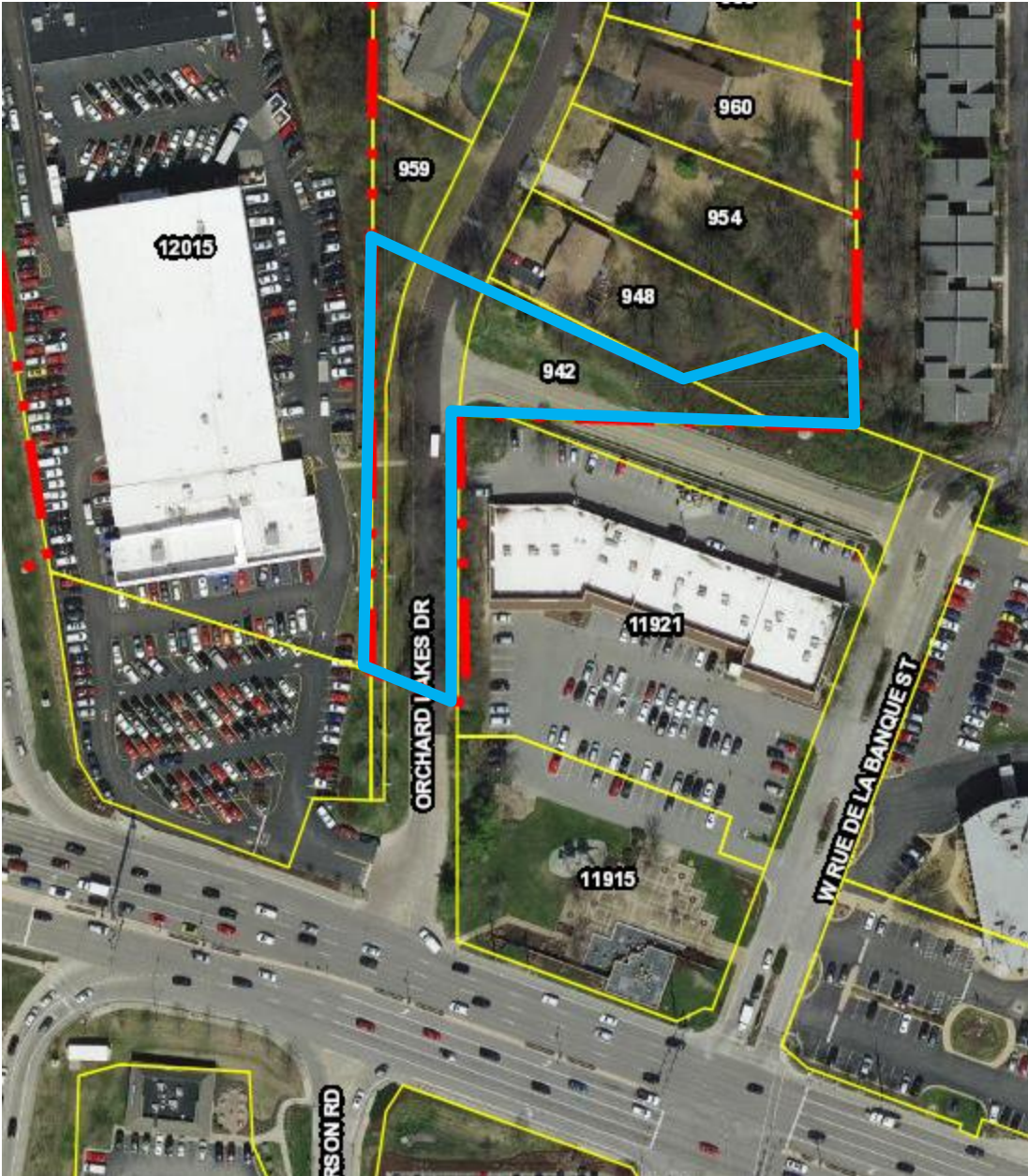
The City owns parcels that are located under and adjacent to West Rue de la Banque Drive that are located outside of the Creve Coeur municipal boundary. In 2014, the City entered into an agreement to sell Fountain Park and some of these additional parcels to Drury Development Corporation. The contract to sell the park and these parcels was reviewed by the Planning and Zoning Commission with the City Council authorizing the sale to Drury Development Corporation by Ordinance No. 5380.

As part of the sale agreement, the City is responsible for annexing the properties owned by the City but located within Unincorporated St. Louis County. The attached draft ordinance satisfies the City's obligation for the annexation portion of the sale contract.

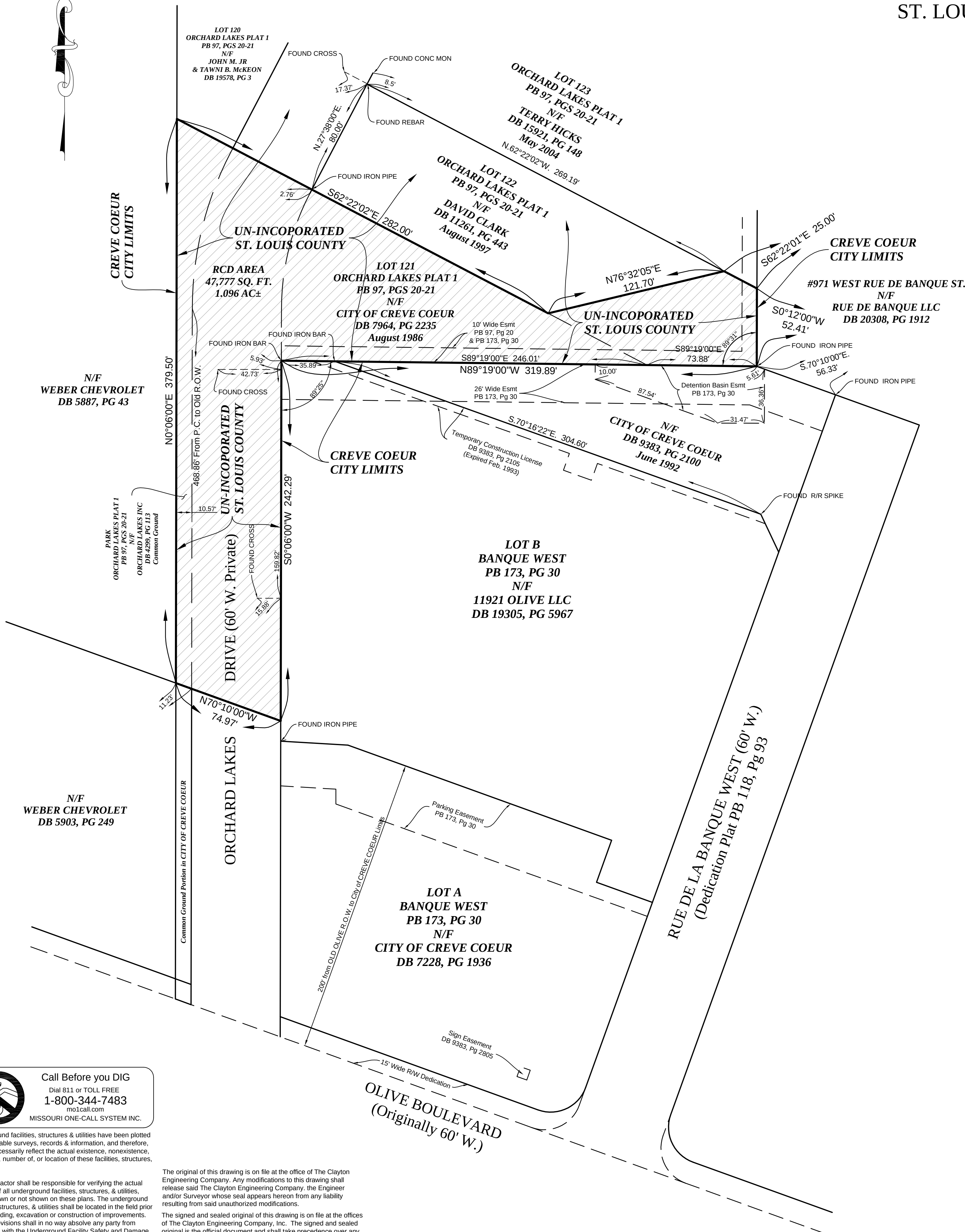
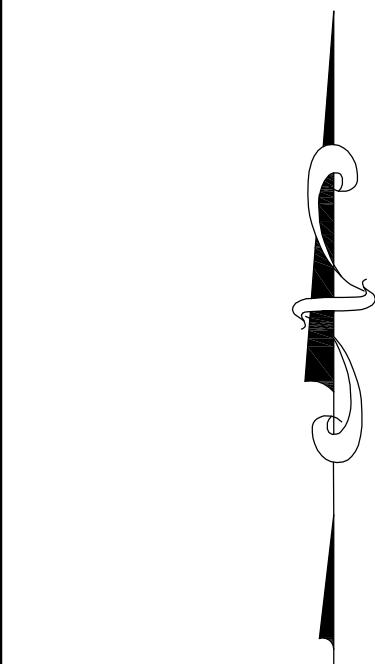
In addition to the annexed area associated with the sale of Fountain Park, the trustees of the Orchard Lakes subdivision have agreed to the annexation of a small strip of their subdivision common ground that is located to the west of Orchard Lakes Drive and east of Weber Chevrolet as well as a portion of Orchard Lakes Drive itself. Upon annexation, this portion of Orchard Lakes Drive would be located in the City and, as such, future maintenance of the roadway would be the responsibility of the City. The maintenance for the common ground would remain with the subdivision.

If approved, this annexation would remove an irregular boundary line. Upon approval by the City, the annexation ordinance would be forwarded to St. Louis County for their approval, including maintenance of the small portion of Orchard Lakes Drive by the City. Since the proposed annexation qualifies as a boundary adjustment, it would not be subject to review by the St. Louis County Boundary Commission. The zoning would remain under the County zoning designation until such time as the City changes the zoning regulations for the annexed property.

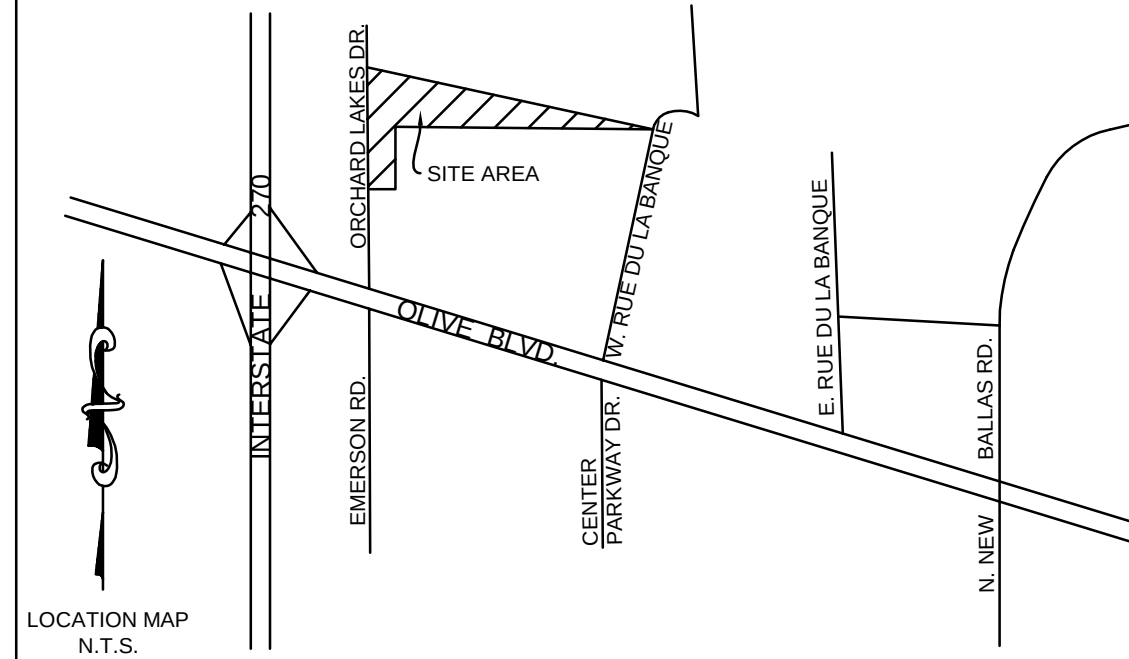
Below is a map showing all areas that would be annexed into the City. Attached to this memo is a detailed exhibit which shows the area to be annexed and approval from the Orchard Lakes Trustees for the annexation of the Common Ground.



Map of area to be annexed outlined in blue



Date _____



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Celebrating 90 Years

ENGINEERS • SURVEYORS • PLANNERS
2288 WELSCH INDUSTRIAL COURT, ST. LOUIS, MISSOURI 63146
(314) 692-8988 FAX: (314) 692-8688 claytoneng.com
MO Cert. of Authority - Prof. Engineering #000067 & Prof. Surveying #0000
IL Dept. Financial & Prof. Reg. Prof. Design & Engineering Corp. #184,0008

[illegible]

FILE: G:\16xxx\16115_DRURYDEV\SURVEY\Annexation.dwg

DRURY DEVELOPMENT CORPORATION
721 EMERSON ROAD, SUITE 200

ST. LOUIS, MO 63141
314-423-6698

ANNEXATION EXHIBIT OF

ORCHARD LAKES COMMON AREA

North of 1031 Olive Blvd

Prepared for:

Designed	
Drawn	HRL
Checked	KDD
Date	July 13, 2016

Project Number	16115
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Sheet Number

1 of 1

Orchard Lake Homeowners Association

May 24, 2017

Mr. Jason W. Jaggi, AICP
Director of Community Development
City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

Re: **Orchard Lakes Homeowners' Association
Consent to Adjustment and Annexation**

Dear Mr. Jaggi:

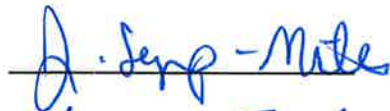
Please be advised that the Board of Trustees of Orchard Lakes Homeowners Association, the governing body for Orchard Lakes Subdivision, consent to adjustment and annexation of a portion of common ground ("Ground Lease Parcel") into the City of Creve Coeur.

The Association is organized as a Missouri nonprofit corporation pursuant to Chapter 355, Mo. Rev. Stat., and is responsible for the governance of the Subdivision subject to any limitations as contained in the "2005 Amended and Restated Trust Agreement and Indenture of Orchard Lakes Subdivision" as recorded in Book 16537, Page 55 of the records of St. Louis County, Missouri ("Indenture"); a copy of the Indenture is enclosed. Pursuant to Section 355.131(5), the Association has the right to lease "all or any part of its property." Accordingly, the Association is vested with the authority to lease the Ground Lease Parcel.

Please contact the Association's legal counsel, Mr. Todd J. Billy, Esq. at (314) 727-8989 extension 12 or at todd@thecalawyers.com should you have any questions.

Sincerely,

Board of Trustees
Orchard Lakes Homeowners' Association





Enclosure

cc: Mr. Thomas Milford, Drury Development Corporation



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

Meeting: 04/23/18 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1347 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing Execution of a Five-Year Agreement with Charter Communications Operating, LLC to Provide Internet, Telephone and Television Services at the Creve Coeur Government Center, Dielmann Recreation Center and the Public Works Maintenance Facility for a Monthly Fee of \$2,915.64 (\$34,987.68 Annually).

Renewal of 5-year Charter Service Agreement for Internet, Telephone and Television Services.

Resolution

Meeting of April 23, 2018

RESOLUTION NO. 1347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A FIVE-YEAR AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO PROVIDE INTERNET, TELEPHONE AND TELEVISION SERVICES AT THE CREVE COEUR GOVERNMENT CENTER, DIELMANN RECREATION CENTER AND THE PUBLIC WORKS MAINTENANCE FACILITY FOR A MONTHLY FEE OF \$2,915.64 (\$34,987.68 ANNUALLY).

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide Internet, Television and Telephone services to provide communications and manage city operations; and

WHEREAS, the city's current contract with Charter Communications Operating, LLC is about to expire and the renewal of the contract is necessary to continue services; and

WHEREAS, these services were initially competitively bid as required by the City of Creve Coeur Code of Ordinances and this is a continuation of the original services.

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

Section 1: The agreement between **Charter Communications Operating, LLC** and the City of Creve Coeur to provide Internet, Television and Telephone services at the Government Center, Dielmann Recreation Center and the Public Works Maintenance Facility for **\$2,915.64** per month or **\$34,987.68** annually, with one-time charges of \$750.00, is hereby approved. The City Administrator is authorized to execute the agreement in the form of "EXHIBIT A" attached hereto, subject to such changes as are consistent with the provisions and intent of this Resolution and deemed by him necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 23th day of April, 2018.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC, City Clerk

"EXHIBIT A"**Customer Service Order**

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Eric Munson
 Phone: ext:
 Cell Phone: +1 3143029173
 Fax:
 Email: eric.munson@charter.com

Order # 9953666

Customer Information: Customer Code		
Business Name	City of Creve Coeur	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:		Account Number
300 N New Ballas Rd Creve Coeur MO 63141		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact		Authorized Contact Email Address
Authorized Contact Phone		
Chris Tumbarello	(314) 872-2509	ctumbarello@crevecoeurmo.gov
Technical Contact		Technical Contact Email Address
Technical Contact Phone		


Trunk Service Order Information For 300 N NEW BALLAS RD SAINT LOUIS MO 63141

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Current Services and Monthly charges At 300 N NEW BALLAS RD , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total
N Basic	1	\$24.00	\$24.00
Dig Rcvr	1	\$7.00	\$7.00
N Std Ao	4	\$5.00	\$20.00
N Moeintra	30	\$14.93	\$447.90
Cb Brdcstsc	1	\$7.50	\$7.50
Dig Rcvr Ad	6	\$7.00	\$42.00
N Exp Basic	1	\$35.99	\$35.99
T1 Ln Acces	1	\$20.00	\$20.00
T1 5000Inter	1	\$0.00	\$0.00
T1 5000Intra	1	\$0.00	\$0.00
T1Did100Chrg	1	\$35.00	\$35.00
T1Prph+Port	1	\$300.00	\$300.00
Telb Ph+Host	6	\$37.99	\$227.94
*Total			\$1,167.33
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 996 E RUE DE LA BANQUE , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total
N Basic	1	\$40.06	\$40.06
Dig Rcvr	1	\$7.00	\$7.00
Cb Brdcstsc	1	\$7.50	\$7.50
N Exp Basic	1	\$26.83	\$26.83
*Total			\$81.39
*Prices do not include taxes and fees.			


Current Services and Monthly charges At 11400 OLDE CABIN RD , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total
Cbi Plus	1	\$59.99	\$59.99
Sb Hd Rcvr	1	\$6.99	\$6.99
Sb Ph+Host	2	\$29.39	\$58.78
Cbi Wireless	1	\$4.99	\$4.99
Sb Hdrcvradl	2	\$6.99	\$13.98
Sb Mta Lease	2	\$0.60	\$1.20
Sb Unldinter	2	\$11.16	\$22.32
Sb Unldintra	2	\$8.84	\$17.68
Sbprvt Expnd	1	\$30.00	\$30.00
Sbprvtbuscls	1	\$34.99	\$34.99
*Total			\$250.92

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 11400 OLDE CABIN RD , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
10 MBPS OPTICAL ETHR INTER	1	\$315.00	\$315.00	60 Months
*Total			\$315.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 350 N New Ballas Rd , Saint Louis MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
10 MBPS OPTICAL ETHR INTER	1	\$315.00	\$315.00	60 Months
10 MBPS OPTICAL ETHR INTER	1	\$393.00	\$393.00	60 Months
*Total			\$708.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 996 E RUE DE LA BANQUE , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
10 MBPS OPTICAL ETHR INTER	1	\$393.00	\$393.00	60 Months
*Total			\$393.00	

*Prices do not include taxes and fees.

One Time fees At 11400 OLDE CABIN RD , SAINT LOUIS MO 63141

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	\$250.00	\$250.00
Total			\$250.00

*Prices do not include taxes and fees.



One Time fees At 350 N New Ballas Rd , Saint Louis MO 63141

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	2	\$250.00	\$500.00
Total			\$500.00

*Prices do not include taxes and fees.

**Special Terms****Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for Ethernet Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.

"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame
Delay=

$$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



Memorandum

DATE: April 16, 2018
 TO: Mark Perkins, City Administrator
 FROM: Chris Tumbarello, Information Systems Coordinator
 RE: Charter contract renewal for new Police building service

With the construction of the new Police Station, the Police and IT had meetings with Navigate Solutions, West Central Dispatch Center (WCDC) and Charter to discuss the changes in phone and internet service that will be required with the new building.

Per Criminal Justice Information Services (CJIS) requirements, the phone and internet service has to demark in the secure area of the new PD building. Therefore, it was determined that the Charter service will move from the Government Center to the Police building. A private, fiber network will then connect the PD building and Government Center, to provide City employees with phone and internet.

Current Service

Our current service is under a 5 year contract between Charter and WCDC, providing phone and internet to the dispatch center and three cities: Creve Coeur, Town & Country, and Frontenac. Creve Coeur is provided a PRI (interface used to provide businesses with multiple phone numbers in one location) and 30 Mb Fiber Optic internet. A portion of that is used for a virtual private network (VPN) tunnel to push video from the PD to WCDC and another tunnel is used to connect the PD to REJIS applications. The city portion of this service is approximately \$1,800/mo.

Proposed Service

Under the proposed service, internet bandwidth will increase at WCDC to 200 Mb, and internet bandwidth for Creve Coeur will increase to 50 Mb. Also, a dedicated, improved fiber network will be set up between the Dielmann Recreation Complex (DRC) and the new Police Station, to connect the DRC to the City's network and provide them with phone and internet service. This will be the same fiber set up used by the Public Works garage current connection to the Government Center. The current network connection between the Government Center and DRC is a dark fiber line that is not claimed by AT&T nor Charter. This connection has been inadequate for the networking demands of the DRC in the past few years. We are unsure of its age and reliability, hence the proposal to upgrade DRC's connection.

Differences in the proposed service to the current service are as follows:

- \$135/mo increase for WCDC – upgrade to 200 Mb
- \$669/mo increase for Creve Coeur – connect DRC to PD/Government Center
- \$750 one-time fee for Creve Coeur – installation costs for new Ethernet at Police Station and DRC

Recommendation

Based on the contract discussions between the City, WCDC and Charter, it is staff's recommendation to move forward with accepting the new terms of the Charter contract to provide an increase in internet bandwidth to the City and Police Station, as well as provide an updated connection between the City and DRC. The recommendation is based on the following:

- 1) **Cooperative agreement.** Because of the cooperative agreement between Charter, WDCD, Creve Coeur, Town & Country, and Frontenac, we did not seek bids for new service. We're maintaining our arrangement with this extension and the discounts provided by this agreement.
- 2) **Service Costs.** The contract between WDCD and Charter is nearly unchanged while still providing faster internet service for WDCD and the City. There are no yearly cost increases during this five year contract.
- 3) **Historical reliability.** The phone and internet service provided by Charter has maintained a high level of availability and reliability during our contract.

Impact on Budget

The increase of \$135/mo at WDCD will have a minimal effect on the current budget for internet service, as that cost will be split between WDCD and Creve Coeur. The addition of the new fiber connection between the Police Station and DRC will result in an increase of approximately \$669/mo, or \$8000 per year. The DRC connection would likely decrease after the 5 year contract, due to not having any construction fees associated with it.

The total cost will be \$2,915 per month, or \$34,987.68 annually.

Please let me know if you have any questions.



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

Meeting: 04/23/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1348 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with J. M. Marschuetz Construction Company for the Ladue Estates Rehabilitation Phase 1 Project for the Not-To-Exceed Amount of \$295,200.45.

The City received competitive bids for Phase 1 of the Ladue Estates Rehabilitation Project. J M Marschuetz Construction Company provided the lowest responsible bid for the work, and City staff recommends that the City enter into a contract with this firm to complete the project.

RESOLUTION NO. 1348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR THE LADUE ESTATES REHABILITATION PHASE 1 PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$295,200.45.

WHEREAS, the City of Creve Coeur strives to provide safe roadways for the use and enjoyment of the public; and

WHEREAS, pavement rehabilitation becomes necessary for each street as the existing pavement reaches the end of its useful life; and

WHEREAS, the rehabilitation of the pavement in the Ladue Estates subdivision was identified as a high priority for the roadway maintenance program during the presentation of the FY2018 roadway maintenance program on March 27, 2017, and

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, J. M. Marschuetz Construction Company, submitted the lowest bid and was determined by staff to be the lowest responsive and responsible bidder.

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

Section 1. The Contract between J. M. Marschuetz Construction Company and the City of Creve Coeur, attached hereto as “Exhibit A,” with a **not-to-exceed contract sum of \$ 295,200.45**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of “Exhibit A,” with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 23rd day of April, 2018.

Barry Glantz
Mayor

Resolution

Meeting of April 23, 2018

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2018, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, J. M. Marschuetz Construction Company, with offices at 15 Truitt Drive, Eureka, Missouri 63025 (hereinafter called the "Contractor"). The project is identified as **Ladue Estates Rehabilitation Project – Phase 1** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Performance Bond and Labor and Materials Payment Bond
- 9) Missouri Annual Wage Order
- 10) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

- 11) The Saint Louis County Standard Specifications for Highway Construction, dated December 15, 2017, referred to herein as the “Standard Specifications” and applicable to the Work of this Contract by reference
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence.

The Work to be performed under the Contract shall commence within **ten (10) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **within sixty (60) calendar days of the written Notice to Proceed**.

ARTICLE IV

The Contract Sum and Payments

The “Contract Sum” is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be two-hundred-ninety-five thousand, two hundred dollars and forty-five cents (\$295,200.45). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of the Work.
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

(c) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, restoration, or cleanup as designated by the Director of Public Works.

(c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the

Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII**Termination of the City-Contractor Agreement**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX**Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not

relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the Contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “Contractor”) agrees, as follows:

1. Compliance with Regulations: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes concrete curb and gutter, concrete pavement replacement, and asphalt pavement resurfacing in the City of Creve Coeur. This work is more specifically described in the Technical Specifications and Construction Details.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
1095000A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000	\$ 1.00	\$ 5,000.00
4030001A	GEOSYNTHETIC INTERLAYER	SY	4,818	\$ 2.65	\$ 12,767.70
4053010A	TYPE "C" BITUMINOUS PAVEMENT	TON	680	\$ 65.00	\$ 44,200.00
4071027	TACK COAT (EMULSIFIED ASPHALT SS-1H)	GAL	310	\$ 5.00	\$ 1,550.00
4121050A	PAVEMENT SURFACING AND TEXTURING (VARIABLE DEPTH)	SY	2,345	\$ 3.35	\$ 7,855.75
5021178A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	1,187	\$ 45.00	\$ 53,415.00
6032380A	ADJUST WATER VALVE	EA	5	\$ 200.00	\$ 1,000.00
6032399A	ADJUST GAS VALVE	EA	5	\$ 500.00	\$ 2,500.00
6042030A	ADJUST MANHOLE TO GRADE	EA	6	\$ 750.00	\$ 4,500.00
6042099A	REBUILD MANHOLE	VLF	15	\$ 500.00	\$ 7,500.00
6081001A	CONCRETE MEDIAN STRIP	SY	5	\$ 150.00	\$ 750.00
6085096A	CONCRETE DRIVEWAY	SY	41	\$ 50.00	\$ 2,050.00
6086093A	ACCESSIBLE CURB RAMP	EA	1	\$ 1,500.00	\$ 1,500.00
6089998A	BRICK PAVER DRIVEWAY	SY	30	\$ 50.00	\$ 1,500.00
6089999A	ASPHALT DRIVEWAY	SY	230	\$ 55.00	\$ 12,650.00
6091093A	ROLLED CURB AND GUTTER	LF	5,271	\$ 22.00	\$115,962.00
6123015A	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
6123099A	REMOVE AND RELOCATE SIGN AND POST	EA	1	\$ 500.00	\$ 500.00
6190000A	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00

CONTRACT SUM: \$ 295,200.45

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL) By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

J. M. MARSCHUETZ CONSTRUCTION COMPANY

By _____
Authorized Signature

Printed Name

(SEAL) _____
Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: April 18, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Ladue Estates Rehabilitation Project - Phase 1

City staff has reviewed bids recently submitted for the rehabilitation of Ladue Estates Drive East and recommends that the City enter into a contract with J. M. Marschuetz Construction Company to construct the project.

Project Description

The Ladue Estates subdivision is located along the south side of Ladue Road and involves four streets: West Ladue Estates Drive, Ladue Estates Drive, East Ladue Estates Drive, and South Ladue Estates Drive South. This subdivision was constructed in the early 1960's, and all of these streets now consist of a "composite" pavement (asphalt overlay of concrete pavement).

Much of the original concrete pavement appears to be in place, meaning that the curbing and the foundation of the street are over 50 years old. The age of the concrete is evident, through both localized pavement failures and the ongoing deterioration of the curbing. For most of the street, however, this concrete pavement continues to serve as a functional roadway base.

The asphalt overlay for this subdivision is reaching the end of its useful life. The microsurface that was applied about ten years ago has worn down, and sections of the gutter line are peeling off of the concrete beneath. Similar to the concrete base, although sections of the asphalt in the subdivision have failed, much of the asphalt surface continues to be in serviceable condition.

With much of the street aging but functional, and with wide-spread curb and asphalt deterioration, staff has proposed a partial reconstruction of the Ladue Estates subdivision, generally including new concrete curb and gutter, localized base repairs, and a new asphalt driving surface. Aside from the curbing, most of the existing pavement is expected to remain in place.

The cost of the rehabilitation of this subdivision is too great to include in any one fiscal year, so the project has been broken into three phases:

Phase 1: East Ladue Estates Drive and emergency repairs

Phase 2: Ladue Estates Drive and a portion of South Ladue Estates Drive

Phase 3: West Ladue Estates Drive and a portion of South Ladue Estates Drive

The current recommendation involves Phase 1. Phases 2 and 3 are planned for fiscal years 2019 and 2020.

Bid Advertisement

The Invitation for Bids was advertised on the City of Creve Coeur website and three (3) times in *The Countian*, a daily newspaper published in St. Louis County, on the following dates:

- Thursday, April 5, 2018
- Tuesday, April 10, 2018
- Thursday, April 12, 2018

The Invitation for Bids began advertisement in *The Countian* approximately 13 days prior to the bid opening.

The Invitation for Bids was also sent by facsimile and/or e-mail to construction companies who have submitted bids on similar City projects in the recent past.

Bid Results and Evaluation

Bids were publicly opened and read for the Ladue Estates Rehabilitation Project - Phase 1 at the Creve Coeur Government Center at 10:00 a.m. on Tuesday, April 17, 2018. A total of seven bids were received, as summarized below and as detailed in the enclosed Bid Tabulation.

Bidder	Total Bid Price
1. J. M. Marschuetz Construction Company.....	\$ 280,291.25
2. Sweetens Concrete Services	\$ 319,913.00
3. Spencer Contracting Company.	\$ 329,792.38
4. Jokerst Paving & Contracting, Inc.	\$ 341,536.50
5. E. Meier Contracting, Inc.....	\$ 347,833.80
6. K. J. Unnerstall Construction Company	\$ 425,566.25
7. Krupp Construction, Inc.....	\$ 459,850.00

Only one calculation error was found in one of the bids. The correction of this error increased the total bid by E. Meier Contracting by \$0.80.

The engineer's estimate for this project was \$319,725.50, and this is included in the bid tabulation for reference. The bids received are generally consistent with this estimate. The engineer's estimate should be in the lower range of the bids received, but it should not be lower than the lowest bid.

Bidders' Qualifications

None of the bidders raised any concerns about their capability to complete this project.

J. M. Marschuetz Construction Company, the low bidder for the project, is an asphalt and concrete paving contractor that is based in the St. Louis area. This firm is capable of work that is of a greater scale than what is proposed for the Ladue Estates Rehabilitation Project, and staff is confident that J. M. Marschuetz Construction Company can successfully complete this project.

Financing

The FY2018 Capital Improvement Plan includes \$300,000 in account 02-61-71-9510-18709 for "Roadway Reconstruction." The bids received are below this amount, and staff is confident that the final cost of the project will remain within budget.

Recommendation

Staff recommends that the City award the contract for the Ladue Estates Rehabilitation Project Phase 1 to J. M. Marschuetz Construction Company. J. M. Marschuetz Construction Company is a qualified contractor who has submitted a bid that is within the City's budget, and staff expects that working with J. M. Marschuetz Construction Company will result in a successful project.

Staff also recommends to increase the project's contract sum to \$295,200.45 for two reasons:

1. The project involves an aging composite street, and past projects have found additional work to be necessary on some similar streets. The project will also involve construction traffic on other streets in the subdivision where additional pavement failures are possible. Adding to the project quantities now will build a contingency into the project that will reduce the need for change orders if the pavement conditions are worse than expected.
2. The current project is the first of three phases for the work in the Ladue Estates subdivision. If the phase 1 project goes as planned, then the additional funding in the contract will allow the scope of phase 1 to expand along South Ladue Estates Drive by up to 200 feet. The size of future phases will decrease as the scope of the first phase increases.

The recommendation is to award the contract for the Ladue Estates Rehabilitation Project – Phase 1 to J. M. Marschuetz Construction Company for the not-to-exceed amount of \$295,200.45.

Attachment: Bid Tabulation



BID TABULATION

LADUE ESTATES REHABILITATION PROJECT - PHASE 1

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, April 17, 2018

				Engineer's Estimate		J. M. Marschuetz Construction Company		Sweetens Concrete Services		Spencer Contracting Company		Jokerst Paving & Contracting, Inc.		E. Meier Contracting, Inc.		K. J. Unnerstall Construction Company		Krupp Construction, Inc.	
Item Number	Item	Unit	Contract Quantity	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal
1095000A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
4030001A	GEOSYNTHETIC INTERLAYER	SY	4,461	\$ 3.00	\$ 13,383.00	\$ 2.65	\$ 11,821.65	\$ 4.10	\$ 18,290.10	\$ 2.84	\$ 12,669.24	\$ 2.50	\$ 11,152.50	\$ 3.50	\$ 15,613.50	\$ 3.25	\$ 14,498.25	\$ 5.00	\$ 22,305.00
4053010A	TYPE "C" BITUMINOUS PAVEMENT	TON	627	\$ 65.00	\$ 40,755.00	\$ 65.00	\$ 40,755.00	\$ 85.80	\$ 53,796.60	\$ 72.99	\$ 45,764.73	\$ 81.00	\$ 50,787.00	\$ 69.00	\$ 43,263.00	\$ 90.00	\$ 56,430.00	\$ 82.00	\$ 51,414.00
4071027	TACK COAT (EMULSIFIED ASPHALT SS-1H)	GAL	280	\$ 8.00	\$ 2,240.00	\$ 5.00	\$ 1,400.00	\$ 7.40	\$ 2,072.00	\$ 0.01	\$ 2.80	\$ 3.00	\$ 840.00	\$ 5.00	\$ 1,400.00	\$ 8.00	\$ 2,240.00	\$ 12.00	\$ 3,360.00
4121050A	PAVEMENT SURFACING AND TEXTURING (VARIABLE DEPTH)	SY	2,156	\$ 5.00	\$ 10,780.00	\$ 3.35	\$ 7,222.60	\$ 3.55	\$ 7,653.80	\$ 3.58	\$ 7,718.48	\$ 5.50	\$ 11,858.00	\$ 4.80	\$ 10,348.80	\$ 3.75	\$ 8,085.00	\$ 4.00	\$ 8,624.00
5021178A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	1,176	\$ 70.00	\$ 82,320.00	\$ 45.00	\$ 52,920.00	\$ 54.00	\$ 63,504.00	\$ 62.53	\$ 73,535.28	\$ 60.00	\$ 70,560.00	\$ 63.00	\$ 74,088.00	\$ 85.50	\$ 100,548.00	\$ 74.00	\$ 87,024.00
6032380A	ADJUST WATER VALVE	EA	5	\$ 125.00	\$ 625.00	\$ 200.00	\$ 1,000.00	\$ 60.00	\$ 300.00	\$ 74.00	\$ 370.00	\$ 85.00	\$ 425.00	\$ 80.00	\$ 400.00	\$ 300.00	\$ 1,500.00	\$ 165.00	\$ 825.00
6032399A	ADJUST GAS VALVE	EA	5	\$ 125.00	\$ 625.00	\$ 500.00	\$ 2,500.00	\$ 60.00	\$ 300.00	\$ 74.00	\$ 370.00	\$ 60.00	\$ 300.00	\$ 80.00	\$ 400.00	\$ 300.00	\$ 1,500.00	\$ 165.00	\$ 825.00
6042030A	ADJUST MANHOLE TO GRADE	EA	6	\$ 200.00	\$ 1,200.00	\$ 750.00	\$ 4,500.00	\$ 200.00	\$ 1,200.00	\$ 144.00	\$ 864.00	\$ 220.00	\$ 1,320.00	\$ 155.00	\$ 930.00	\$ 500.00	\$ 3,000.00	\$ 250.00	\$ 1,500.00
6042099A	REBUILD MANHOLE	VLF	15	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00	\$ 500.00	\$ 7,500.00	\$ 379.00	\$ 5,685.00	\$ 464.00	\$ 6,960.00	\$ 270.00	\$ 4,050.00	\$ 200.00	\$ 3,000.00	\$ 464.00	\$ 6,960.00
6081001A	CONCRETE MEDIAN STRIP	SY	5	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 165.00	\$ 825.00	\$ 86.25	\$ 431.25	\$ 270.00	\$ 1,350.00	\$ 185.00	\$ 925.00	\$ 372.60	\$ 1,863.00	\$ 525.00	\$ 2,625.00
6085096A	CONCRETE DRIVEWAY	SY	41	\$ 50.00	\$ 2,050.00	\$ 50.00	\$ 2,050.00	\$ 67.50	\$ 2,767.50	\$ 78.20	\$ 3,206.20	\$ 90.00	\$ 3,690.00	\$ 69.00	\$ 2,829.00	\$ 60.00	\$ 2,460.00	\$ 200.00	\$ 8,200.00
6086093A	ACCESSIBLE CURB RAMP	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,700.00	\$ 1,700.00	\$ 1,860.00	\$ 1,860.00	\$ 3,300.00	\$ 3,300.00	\$ 2,750.00	\$ 2,750.00
6089998A	BRICK PAVER DRIVEWAY	SY	30	\$ 200.00	\$ 6,000.00	\$ 50.00	\$ 1,500.00	\$ 45.00	\$ 1,350.00	\$ 91.58	\$ 2,747.40	\$ 100.00	\$ 3,000.00	\$ 69.00	\$ 2,070.00	\$ 40.00	\$ 1,200.00	\$ 91.00	\$ 2,730.00
6089999A	ASPHALT DRIVEWAY	SY	230	\$ 45.00	\$ 10,350.00	\$ 55.00	\$ 12,650.00	\$ 54.45	\$ 12,523.50	\$ 65.00	\$ 14,950.00	\$ 52.50	\$ 12,075.00	\$ 67.50	\$ 15,525.00	\$ 66.80	\$ 15,364.00	\$ 93.00	\$ 21,390.00
6091093A	ROLLED CURB AND GUTTER	LF	4,851	\$ 22.50	\$ 109,147.50	\$ 22.00	\$ 106,722.00	\$ 26.80	\$ 130,006.80	\$ 26.00	\$ 126,126.00	\$ 26.50	\$ 128,551.50	\$ 31.50	\$ 152,806.50	\$ 38.00	\$ 184,338.00	\$ 38.00	\$ 184,338.00
6123015A	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 3,737.00	\$ 3,737.00	\$ 3,000.00	\$ 3,000.00	\$ 505.00	\$ 505.00	\$ 2,750.00	\$ 2,750.00	\$ 7,400.00	\$ 7,400.00
6123099A	REMOVE AND RELOCATE SIGN AND POST	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 115.00	\$ 115.00	\$ 400.00	\$ 400.00	\$ 660.00	\$ 660.00	\$ 500.00	\$ 500.00	\$ 580.00	\$ 580.00
6190000A	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,723.70	\$ 10,723.70	\$ 25,000.00	\$ 25,000.00	\$ 28,567.50	\$ 28,567.50	\$ 15,160.00	\$ 15,160.00	\$ 17,990.00	\$ 17,990.00	\$ 42,000.00	\$ 42,000.00
				Engineer's Estimate		J. M. Marschuetz Construction Company		Sweetens Concrete Services		Spencer Contracting Company		Jokerst Paving & Contracting, Inc.		E. Meier Contracting, Inc.		K. J. Unnerstall Construction Company		Krupp Construction, Inc.	
Total Bid:				\$	319,725.50	\$	280,291.25	\$	319,913.00	\$	329,792.38	\$	341,536.50	\$	347,833.80	\$	425,566.25	\$	459,850.00

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



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

Meeting: 04/23/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1349 - Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with STF LLC D/B/A Traffic Control Company for the 2018 Striping Improvements Project for the Not-To-Exceed Amount of \$31,020.00.

Staff recommends that the City enter into a contract with Traffic Control Company for a project to repaint pavement markings on several streets, including Hibler Road, Falaise Drive, Fernview Drive, and Craig Road. Pavement markings are typically re-applied every 4-5 years.

RESOLUTION NO. 1349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR THE 2018 STRIPING IMPROVEMENTS PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$31,020.00.

WHEREAS, the City of Creve Coeur strives to provide safe roadways for the use of the public; and

WHEREAS, clear pavement markings are necessary to guide motorists along the City's principal roadways; and

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, STF, LLC (dba Traffic Control Company) was determined by staff to be qualified to meet the City's requirements and to have provided a fair bid for the project.

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

Section 1. The Contract between **STF, LLC, (dba Traffic Control Company)** and the City of Creve Coeur, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$ 31,020.00**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 23rd day of April, 2018.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of April 23, 2018

Deborah Ryan, MPCC
City Clerk

**EXHIBIT A****CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2018, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and STF, LLC, (dba Traffic Control Company), with offices at 601 8th Street, Valley Park, MO 63088 (hereinafter called the "Contractor"). The project is identified as **2018 Striping Improvements Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications and Construction Details
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated December 15, 2017, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference

- 11) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **ten (10) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **within thirty (30) calendar days of the written Notice to Proceed**.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be thirty-one thousand and twenty dollars and zero cents (\$31,020.00). The Contract unit prices and Contract item quantities are listed in Table 1 of

this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of the Work.
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents,

whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

(c) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, restoration, or cleanup as designated by the Director of Public Works.

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in

completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's

insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the Contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

1. Compliance with Regulations: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes pavement striping in various locations in the City of Creve Coeur. This work is more specifically described in the Project Specifications.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
612301A	TRAFFIC CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00
6209975	REMOVAL OF PAVEMENT STRIPING (PAINT)	LF	460	\$ 1.50	\$ 690.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	12,850	\$ 0.50	\$ 6,425.00
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	17,300	\$ 0.50	\$ 8,650.00
621210A	12" WHITE EPOXY PAVEMENT MARKING	LF	50	\$ 10.00	\$ 500.00
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	410	\$ 18.00	\$ 7,380.00
621310B	24" WHITE EPOXY PAVEMENT MARKING (YIELD TRIANGLE)	EA	15	\$ 35.00	\$ 525.00
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	17	\$ 150.00	\$ 2,550.00
621601A	WHITE EPOXY PAVEMENT MARKING, COMBINATION STRAIGHT-LEFT/RIGHT ARROW	EA	2	\$ 400.00	\$ 800.00

CONTRACT SUM:	\$	31,020.00
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

STF, LLC, DBA TRAFFIC CONTROL COMPANY

By _____
Authorized Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: April 19, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
2018 Striping Improvements Project

City staff recommends that the City enter into a contract with Traffic Control Company for its annual project to refresh and improve pavement markings on the City's streets.

Background

The City maintains the lane lines, stop bars, crosswalks, arrows, and other striping and pavement markings on its streets. These pavement markings are necessary for the proper and safe function of the City's roadways.

Pavement markings generally wear and fade, due to both time and traffic. These need to be repainted on a regular basis in order to remain clear.

Pavement striping is typically applied using a large truck with a spray nozzle extending off of the truck's rear. Pavement markings (like arrows and stop bars) need to be painted with smaller equipment or by hand with stencils. Glass beads are dropped onto the wet paint to provide the reflection needed to make the pavement markings show up vividly at night and during poor weather.

The work can be completed within a few days and with the road open to traffic. Work for symbols like arrows will require a temporary road closure.

Paint

There are several types of paint that can be used for pavement markings. The City uses an epoxy paint due to its durability. Epoxy paint lasts about 4-5 years on the City's streets before needing to be repainted. There are cheaper and more expensive types of paint, but staff has found that the epoxy paint provides the best value to the City. Waterborne paint, for example, is cheaper to apply, but it should be repainted every year on most roadways, which would mean that the City would need to pay more each year for pavement markings.

A drawback to the use of epoxy paint is that there is currently only one company in the St. Louis area who is outfitted and capable of applying it to roadways. There were two companies until last year, when one decided to stop pavement marking altogether. There are contractors in other cities and regions who apply epoxy paint, but the City's projects are too small to attract them to come in town.

Scope of Work

This year's striping program will involve repainting the existing striping and pavement markings on Fernview Drive, Falaise Drive, Hibler Road, Town & Four Drive, and Craig Road. Additional pavement markings will be installed at the intersections of Craig Road with Olde Cabin Road and Office Parkway in order to better guide motorists through these intersections.

Warson Road will also be restriped this summer, but that work is included in the Warson Road Improvement Project.

Bidding

The Invitation for Bids was advertised on the Drexel Technologies online planroom and was sent by facsimile and/or e-mail to construction companies who have submitted bids on the City's past pavement marking projects.

Bid Results and Evaluation

The City hosted a public bid opening at 2:00 p.m. on Monday, April 16, 2018. Only one bid was submitted, and the lone bidder was the only one who attended the bid opening. Staff discussed the situation with the bidder, and he agreed that the City could postpone opening the bid until the City determined whether this bid would be accepted or returned. Following a review of the situation and a determination that additional bids were unlikely if the project were re-released, staff opened the bid on Wednesday, April 18.

The bid results are summarized below. The bid tabulation for the project is attached for additional details.

<u>Bidder</u>	<u>Total Bid Price</u>
1. STF, LLC (dba Traffic Control Company).....	\$ 31,020.00

No errors or inconsistencies were found in the bid.

The unit price bid for the striping items were consistent with staff's expectations, but some of the symbols (like stop bars and yield triangles) cost more than estimated. The cost of these markings may be higher than normal due to the relatively low number of each required.

Bidders' Qualifications

STF, LLC (dba Traffic Control Company) is currently the only contractor in the St. Louis area who is outfitted to apply epoxy paint on roadways. This firm has provided good pavement marking services to the City in the past, most recently to repaint the short section of Ladue Road in September following the Ladue Road Stabilization Project.

Financing

Funding for this project has been allocated in the FY2018 Capital Improvement Plan in account 02-61-71-9510-18601 (asphalt street improvements). Adequate funding remains in this account for this project.

Recommendation

Staff recommends that the City award the contract for the 2018 Pavement Striping Improvements Project to STF, LLC (dba Traffic Control Company) for the not-to-exceed contract sum of \$31,020.00. Although this firm was the only bidder, staff finds that the proposal that this firm provided was fair. Further, staff finds it unlikely that the City would receive another bid for the project.

Attachment: Bid Tabulation



BID TABULATION

2018 Striping Improvements Project

City of Creve Coeur, Missouri

Bids received: 2:00 pm, Monday, April 16, 2018

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		STF, LLC (dba Traffic Control Company)	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
612301A	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
6209975	REMOVAL OF PAVEMENT STRIPING (PAINT)	LF	460	\$ 1.00	\$ 460.00	\$ 1.50	\$ 690.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	12,850	\$ 0.50	\$ 6,425.00	\$ 0.50	\$ 6,425.00
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	17,300	\$ 0.50	\$ 8,650.00	\$ 0.50	\$ 8,650.00
621210A	12" WHITE EPOXY PAVEMENT MARKING	LF	50	\$ 2.00	\$ 100.00	\$ 10.00	\$ 500.00
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	410	\$ 4.50	\$ 1,845.00	\$ 18.00	\$ 7,380.00
621310B	24" WHITE EPOXY PAVEMENT MARKING (YIELD TRIANGLE)	EA	15	\$ 4.50	\$ 67.50	\$ 35.00	\$ 525.00
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	17	\$ 300.00	\$ 5,100.00	\$ 150.00	\$ 2,550.00
621601A	WHITE EPOXY PAVEMENT MARKING, COMBINATION STRAIGHT-LEFT/RIGHT ARROW	EA	2	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
				Engineer's Estimate		STF, LLC (dba Traffic Control Company)	
				\$ 28,447.50		\$ 31,020.00	

Denotes calculation error. Corrected value shown.

Total Bid:



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

Meeting: 04/23/18 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:
DOC ID: 2986

SCHEDULED

APPOINTMENT (ID # 2986)

Election of Council President

Annually the Council nominates and elects a new Council President.



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

Meeting: 04/23/18 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:
DOC ID: 2987

SCHEDULED

APPOINTMENT (ID # 2987)

Planning and Zoning Commission

There is a vacancy on the Planning and Zoning Commission due to the election of Heather Silverman to City Council. The Nominating Committee met on Monday, April 16, 2018 to interview candidates and make a recommendation to Council to fill the vacancy.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, APRIL 16, 2018
6:00 P.M.**

A meeting of the Nominating Committee was held on Monday, April 16, 2018 starting at 6:00 p.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

Mayor Glantz called the meeting to hold and discuss candidate interviews for the Planning and Zoning Commission and to make recommendations to Council for appointment pursuant to the requirements of Section 4.4(i) of the Creve Coeur City Charter.

PLANNING AND ZONING COMMISSION

The Nominating Committee consisted of:

Mayor Glantz
Council President Robert Hoffman
P & Z Commission Chair, Beth Kistner

Additional present: Mark Perkins, City Administrator and Jason Jaggi, Community Development Director

Mayor Glantz stated the Nominating Committee interviewed the following applicants for vacancies on the Planning and Zoning Commission on Monday, April 16, 2018 beginning at 5:00 p.m.:

- Mark Manlin
- Debbie Matson
- James Myers
- Susan Murphy
- Larry Potashnick (via phone)

Mayor Glantz stated there is currently one vacancy on the Commission due to the election of Heather Silverman to the Council. Mayor Glantz stated he held a phone interview with Larry Potashnick on Sunday, April 15, 2018 as he was traveling today. Mr. Potashnick indicated that he is the owner of the retail center located at Mosley/Olive.

President Hoffman stated Mr. Potashnick is an asset on the Finance Committee.

Mark Perkins stated he is also a member of the Employee Pension Board.

Mark Perkins stated with these appointments the Nominating Committee has the potential to cultivate future city leaders.

P & Z Chair Kistner stated Debbie Matson has demonstrated interest and vision by getting involved locally while living in the city for only a short period of time.

Mark Perkins stated he works with her and Mark Manlin on the EDC and those two members are consistently in attendance.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, APRIL 16, 2018
6:00 P.M.**

Mayor Glantz noted that James Myers is a current member of the Stormwater Committee.

Jason Jaggi stated that James Myers previous experience with the Kirkwood Board of Adjustment would be valuable on the Planning and Zoning Commission. Nominating Committee Members agreed.

P & Z Chair Kistner stated her top candidates are: 1. James Myers, 2. Debbie Matson and 3. Mark Manlin. Mayor Glantz concurred.

P & Z Chair Kistner moved, seconded by President Hoffman to recommend James Myers to fill the unexpired term on the Planning and Zoning Commission through June 30, 2020, with the vote upon such motion being as follows, to-wit:

Council President Hoffman, Aye
P & Z Chair Kistner, Aye
Mayor Glantz, Aye

The vote on the motion being 3 ayes and 0 nays, motion carried.

The Nominating Committee meeting adjourned at 6:20 p.m.

Attest:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

SCHEDULED

Meeting: 04/23/18 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Committee Review

Mayor Glantz has requested this item for discussion.



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

Meeting: 04/23/18 07:00 PM
Department: Public Works Department
Category: Report
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

STAFF REPORT

Sherwyn Lane Cul De Sac Stormwater Review

Following the discussion during the City Council meeting on March 26, staff has revised its recommendation regarding the review of an on-going stormwater concern at the cul-de-sac of Sherwyn Lane. Staff recommends that the City pursue the initial stages of the design to determine the most appropriate concept (like taller curbing or an additional drainage structure) for the situation.

This review will give City staff the information needed to determine whether the concern needs to be addressed, and, if so, whether the remedy is of a scale that can be incorporated into the City's future project to improve Sherwyn Lane or the solution is of a greater scale and should be referred to MSD.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: April 17, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Project Update and Recommendation of Award
Sherwyn Stormwater Improvements Design

City staff recommends that the City enter into a contract with Intuition & Logic to review the cul de sac at the end of Sherwyn Lane and to design a solution to the stormwater deficiencies that currently exist. Construction of this solution would be incorporated into the roadway rehabilitation planned for Sherwyn Lane in FY2020.

Scope of Work Revision

Following the request of the City Council at their meeting on March 26, 2018, this design has been revised to eliminate the possible design and permitting for a new stormwater inlet, as these would be referred to the Metropolitan St. Louis Sewer District (MSD).

The revised, not-to-exceed design proposal involves survey, development of solution options, and easement documents, as listed below. The original proposal is included for reference.

Task	Revised Proposal	Original Proposal
1 Background Data Collection.....	\$ 295.00.....	\$ 295.00
2 Survey Services.....	\$ 2,050.00.....	\$ 2,050.00
3 Geotechnical Services (not used).....	n/a	n/a
4 Alternatives Analysis.....	\$ 2,753.75.....	\$ 2,753.75
5 Coordination with Residents.....	n/a	\$ 925.00
6 Preliminary Design	n/a	\$ 6,383.75
7 Easement Documents.....	\$ 1,760.00.....	\$ 1,760.00
8 Utility Coordination	n/a	\$ 1,136.50
9 Permitting.....	n/a	\$ 4185.00
10 Final Plans.....	n/a	\$ 8,324.75
11 Approved Documents	n/a	\$ 656.00
Total	\$ 6,858.75	\$ 28,469.75

Recommendation

Staff recommends that the City proceed with the survey and alternatives analysis (Tasks 1, 2, 4, and 7) in order to determine a proper design concept to either include as part of the City's planned improvements to Sherwyn Lane or forward to MSD for their consideration for stormwater improvements.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: March 21, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Sherwyn Stormwater Improvements Design

City staff recommends that the City enter into a contract with Intuition & Logic to review the cul de sac at the end of Sherwyn Lane and to design a solution to the stormwater deficiencies that currently exist. Construction of this solution would be incorporated into the roadway rehabilitation planned for Sherwyn Lane in FY2020.

Drainage Concern

Sherwyn Lane is a residential street that extends from the east side of Spoede Road and ends with a cul de sac. Much of Sherwyn Lane, including its cul de sac, consists of concrete base pavement with an asphalt overlay that has limited the stormwater capacity of the street's gutters.

#18 Sherwyn Lane is located at the cul de sac at the end of the street. The driveway of this property is adjacent to the storm drain that is intended to collect the stormwater from the street. Instead, much of the stormwater routinely flows down the driveway of this property before it can reach the storm inlet. Mr. Arnold Block, the resident at #18 Sherwyn Lane, has requested that the City review and improve the situation so that stormwater no longer runs down his driveway toward his garage.

Stormwater Committee Recommendation

Mr. Block has presented this concern to the City's Stormwater Committee, which recommended that the City evaluate the situation and incorporate any feasible stormwater improvements into the roadway rehabilitation that is tentatively scheduled for FY2020.

Design Proposal

The lack of gutter capacity along Sherwyn Lane contributes to this issue, but it is not clear whether correcting this alone will solve the problem. Staff finds it likely that an additional inlet might be necessary on this cul de sac in order to adequately manage the stormwater runoff. These two repair approaches are considerably different in both scope and cost. In light of this, staff recommends that the City evaluate the situation, determine which options are feasible, and design the best available option.

City staff requested a proposal from Intuition & Logic to provide these engineering design services. The proposal from Intuition & Logic is a not-to-exceed amount of \$28,470.00, which includes a survey of the area, calculation of the stormwater runoff reaching the Sherwyn Lane cul de sac, and development and evaluation of different options to improve or address the

situation. The proposal also includes the design and permitting (if necessary) of the option that is selected by the City.

Financing

This design will be funded through the portion of the Department of Public Works operating budget that has been allocated for “Small Storm Water Projects,” such as this design. Specifically, this funding is located in account 01-31-41-7318 under Public Works - Streets. Adequate funds are available in this account to provide for this design.

Construction of the stormwater improvements will be funded through the appropriate street and sidewalk maintenance account in the capital fund in a future fiscal year, likely in FY2020.

Recommendation

The City has worked with Intuition & Logic for several stormwater projects in the recent past, including the evaluation of the dam at the Creve Coeur Golf Course and the replacement of drainage culverts at Chilton Lane and at Middlebrook Drive. Staff finds Intuition & Logic to be thorough, prompt, and conscientious with their design. Further, staff finds that the design proposal provided by Intuition & Logic is fair and reflects the services requested by staff.

Therefore, staff recommends that the City enter into a contract with Intuition & Logic, Inc. to provide stormwater design services on Sherwyn Lane for the not-to-exceed contract sum of \$28,470.00.



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

SCHEDULED

Meeting: 04/23/18 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Police Station Update

Staff will provide an update on construction of the new Police Station.



04/13/2018
City of Creve Coeur
Creve Coeur Police Department

MONTHLY PROJECT DASHBOARD – March 2018

Project Schedule Update

- Site Storm Sewer complete
- Building Pad install ongoing
- Abandonment of Existing Sanitary Lateral complete
- Temporary Construction Road install complete
- Significant rainfall in March has hindered progress onsite.

4 Week Look-A-Head

- Install domestic and fire waterline
- Complete building pad
- Start footings

Total Project Financial Summary

Post Bid Budget: \$10,332,347
Changes to Budget: None
Current Budget: \$10,332,347

United Construction Contract
Original Contract: \$7,351,000
Changes to Date: \$87,615
Current Contract: \$7,438,615

Cash Flow/Projections

Anticipated Change Orders:

- Soil/Rock Remediation
- Post Bid Addendum #4
- AHJ Required Changes
- Door Hardware Changes
- MOAW Waterline Changes
- Reconciliation of Manhole A & 5 per MSD
- Oil Interceptor & Drains at Sallyport

Contingency / Allowances

Original Contingency: \$942,620
Contingency Spent: \$87,615
Anticipated Changes: \$242,422
Anticipated Cont. Remaining: \$612,583

Completion Date

Contractual Substantial
Completion Date: March 2019*

Targeted Owner Move-In Date:
April 2019*

*Adjusted per issuance of MOAW
Tap Permit

Owner Hot List / Risks

- Schedule Risks
-Weather
- Budget Risks
-No current foreseeable risks; all risks being tracked on the CO logs
- Misc Items:
-None at this time.

Outstanding Submittals & Requests for Information (RFI)

- The following RFIs are outstanding:
-RFI-002 & 003 outstanding
-Up to RFI-012
- Critical submittals are:
-Doors, Frames & Hardware
-Cast Stone
-Masonry Rebar
-Aluminum Storefronts

Schedule/Weather Delays

Weather Delays to Date: 0

- Jan - Feb 2018 – 0 days
- Mar 2018 – 8 days claimed (4 owed per contract in March; claim currently under review)

Schedule Delays to Date: 0

- Jan - Mar 2018 – 0 days (See weather days above)

Total Delays to Date: 0*

- Jan - Mar 2018 – 4 days (In review)

*NTP issued 3/21/18

**All days above are as of 3/31/18



**Creve Coeur Police Department
Construction Contract & Contingency**



PARIC
EXPERIENCE. EXCELLENCE.



NAVIGATE
BUILDING SOLUTIONS

United COR#	Directive	Description	Recommended for Approval	United Construction Contract	Contingency Balance	Change Order #
		Base Contract Amount		\$ 7,351,000	\$ 942,620	
n/a	Alternate #5	All Copper Plumbing ILO PEX	\$ 27,300	\$ 7,378,300	\$ 915,320	1
n/a	Bid Alternate	Builder's Risk Policy	\$ 17,000	\$ 7,395,300	\$ 898,320	2
001	Site Conditions	Irrigation Main Relocation	\$ 9,270	\$ 7,404,570	\$ 889,050	3
002	n/a	Roof Thickness Upgrade to 80 mil	\$ 8,990	\$ 7,413,560	\$ 880,060	4
003	WCPR-003	Retaining Wall Additions	\$ 25,055	\$ 7,438,615	\$ 855,005	5
n/a	n/a	Bradford Systems Contract - Storage/Shelving Scope*	\$ 136,157	n/a	\$ 718,848	n/a
		Totals	\$ 223,772			

* Reflects Council authorization for Bradford contract. Project team is expecting savings in the furniture bids to fully/partially fund this scope.



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

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

Meeting: 04/23/18 07:00 PM

DOC ID: 2985

DISCUSSION ITEM (ID # 2985)

Sculpture on the Move Update



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 CITY ADMINISTRATOR

Meeting Date: April 23, 2018

Subject: Artist Contract for Sculpture on the Move Program

Memo Prepared by: Melissa Orscheln, Public Information Officer and Management Analyst

Attachments: Artist Contract for Sculpture on the Move Program; Image of Sculpture; Resolution 1315; Memo to City Administrator October 30, 2017

The Creve Coeur Arts Committee is seeking the City Council's agreement for the City to approve the artist contract for the Sculpture on the Move program, in collaboration with the Creative Communities Alliance (CCA).

About the Sculpture on the Move Project

The Sculpture on the Move program is an area-wide temporary art program similar to the Creve Coeur Arts Committee's current Art on Loan program. The project is intended to facilitate the installation of high quality, original artwork for communities to enhance public spaces with minimal cost and a short-term commitment. Participating cities contract with artists to display artwork for a two-year term. Each city pays the participating artist \$500 per year.

The city currently has two Sculpture on the Move sculpture pads installed. The first sculpture pad is in front of the Shoppes at Westgate on Olive Boulevard and currently has a sculpture installed. The second sculpture pad in front of the Dielmann Recreation Complex was recently installed by the city's contractor. The Creve Coeur Arts Committee is working with staff to explore opportunities to install an additional sculpture at the new police station building.

On October 30, 2017, City Council passed Resolution 1315 authorizing the City of Creve Coeur to join the CCA and participate in the Sculpture on the Move program. The CCA is a coalition of municipal and nonprofit organizations dedicated to the development of community arts in the St. Louis region. It provides a supportive network for creative communities to come together, learn from each other and promote the arts. Membership in the CCA allows Creve Coeur to participate in collaborative area-wide art programs. The cost of membership is \$50 per year.

Current Status

The Arts Committee attended a CCA meeting on February 26 where they selected the sculpture that will be installed outside the Dielmann Complex. Before the artist can transport the sculpture, a contract between the artist and the City of Creve Coeur must be signed. The artist contract states that the artist agrees to loan the art to the City, as well as provides terms for the installation and removal of the sculpture, terms for maintenance and repair of the sculpture, and terms of payment. After a contract between the artist and the City is signed, the artist will move forward with transporting the sculpture by June 2018. All cities participating in the Sculpture on the Move program are expected to have the sculptures installed by June 2018.

ARTIST CONTRACT – SCULPTURE LOAN PROGRAM

SCULPTURE LOAN 2018

CREVE COEUR, MISSOURI

Sponsored by the City of Creve Coeur and Creve Coeur Arts Committee

This Agreement is entered into on the _____ day of _____, 2018 between the City of Creve Coeur, Missouri (the “City”) and _____ (“Artist”).

The City of Creve Coeur, Missouri, and Artist agree to terms as follows:

1. LOAN

- A. Artist agrees to loan to the City and the City agrees to borrow from Artist, and Artist grants a license to the City, and the City accepts the license from Artist, for the purpose of exhibiting, at a public site in Creve Coeur, the work of art, which Artist represents and warrants he/she holds all rights, title and interests therein or otherwise possesses the right of ownership and control therein, namely, a sculpture, entitled “_____” (the “Sculpture”). This Agreement does not constitute an agreement for the purchase of the Sculpture.

2. EXHIBITION SITE

- A. The exhibition site for the Sculpture will be located at a public location in Creve Coeur, as set forth on Exhibit A, attached hereto and incorporated by reference (the “Site”).

3. TERM

- A. The term of the exhibition permitted under this Agreement will commence upon the Effective Date and will continue until May 1, 2020. The City, at its sole discretion, may earlier terminate this Agreement and thereby require Artist, at his/her sole cost and expense, to remove the Sculpture from the Site within a thirty-day period. A termination hereunder shall be by written notice.

4. IDENTIFICATION PLAQUE

- A. The City, at its sole cost and expense, will cause the design, fabrication and installation of a plaque to be erected at the Site. The plaque will identify the name of Artist, the title and the date of creation of the Sculpture and any additional information that the parties hereto agree to be appropriate. Final determination of the additional information on the plaque will be by the City.

5. INSTALLATION AND REMOVAL

- A. Artist, at his/her sole cost and expense, will be responsible for the transportation and delivery of the Sculpture to and from the Site and will undertake the installation and the subsequent removal of the Sculpture at his/her sole cost and expense.
- B. The City, at the request of Artist, may assist Artist with the installation and the subsequent removal of the Sculpture, provided, however, any assistance by the City will be as mutually agreed upon, in writing, by the parties. The City shall not seek reimbursement of any of its costs and expenses that it might incur in rendering such assistance to Artist.
- C. Artist will obtain the City's written approval of the date and time of installation and the subsequent removal of the Sculpture. The City will have the right, but not the obligation, to supervise and/or assist in the installation and subsequent removal of the Sculpture.
- D. Artist responsibilities include insurance on the Sculpture while transporting, installing, removing, and for the exhibition period, should Artist desire such coverage.

6. MAINTENANCE AND REPAIRS

- A. Artist, at his/her sole cost and expense, will maintain and repair the Sculpture during the term of this Agreement. Artist will not seek any reimbursement or other payment from the City for incurring maintenance and/or repair costs and expenses related to the Sculpture and the base upon which it rests.
- B. The City, at its sole cost and expense, will maintain the Site and the plaque, provided, however, the City is not required to provide security for the Sculpture and base. The City will not seek any reimbursement or other payment from Artist for incurring maintenance costs related to the Site and plaque.
- C. The City may take ownership of the Sculpture if not reasonably maintained or removed in May, 2020, after Artist has received sufficient notice and the Sculpture has been deemed abandoned. The City is not responsible for loss or damage to the Sculpture resulting from theft, vandalism, weather, or other calamity.
- D. In the event the Sculpture is damaged, defaced or otherwise experiences extraordinary wear and tear, whether due to vandalism, force majeure, exposure to the elements, or otherwise, Artist will, within four (4) weeks of receipt of written notice from the City thereof, make, or cause to be made, the necessary maintenance and/or repairs to the Sculpture or remove it.

- E. If any damage to the Sculpture renders the Sculpture unsafe and otherwise hazardous to the public health, safety and welfare, then either Artist will restore the Sculpture to a safe condition, as determined by the City, acting in its sole discretion, within two (2) weeks of receipt of the City's determination, in writing, or will remove the Sculpture in accordance with Section 5 of this Agreement.

7. HOLD HARMLESS AND INDEMNITY PROVISION

- A. Artist shall hold harmless, indemnify and defend the City, its elected officials, officers, employees, agents, representatives, and volunteers from any and all damages, costs or expenses, at law or in equity, that may, at any time, arise or be asserted due to injury to property or injury to person caused or occasioned by any willful or negligent act or omission of Artist or any of his/her representatives or agents, any damage or loss to the Sculpture, and any injuries, damages or loss sustained by the Artist hereunder, and covenants not to sue for any such injuries, damages or loss, and releases and waives all such claims.

8. RESERVATION OF RIGHTS

- A. Notwithstanding any other provision of this Agreement to the contrary, if the City is unable or unwilling to make, or to continue to make, the Site available, due to budgetary constraints, action of the City's Council, insufficient and other unavailable staffing, force majeure, or for any other reason, or for no reason, then Artist and his/her agents, representatives, heirs, successors, and assigns will have no right to file an action or make a claim against the City as a result of such action or inaction.

9. FINAL ACCEPTANCE AND PAYMENT

- A. Upon Artist's satisfaction and completed work, the City shall inspect the Sculpture and notify Artist of any observed flaws. When satisfied, the City will notify Artist in writing thereof.
- B. The City agrees to pay Artist an honorarium of Five Hundred Dollars (\$500.00) for the installation of the Sculpture. Artist will be awarded the honorarium after the Sculpture has been installed and approved by the City. After one year the City agrees to pay an additional honorarium of Five Hundred Dollars (\$500.00). The honorarium shall be full compensation for the work, materials, equipment, and travel expenses in relationship to installation of the Sculpture. Artist shall submit a W-9 and any other documentation required by the City to process these payments.

10. SALE OF SCULPTURE

- A. Artist may discuss terms of a sale of the Sculpture with potential buyers, but is prohibited from advertising it for sale or having the price listed. Whether a sale is made or not,

the sculpture cannot be removed prior to May, 2020. The Sculpture will be identified by Artist's name, title of work and "Creve Coeur Arts Sculpture Exhibit". Artist will receive all proceeds from a resulting sale, and the City will not be entitled to any portion thereof.

11. COPYRIGHT

- A. Artist grants the City the irrevocable license to reproduce images of the Sculpture for non-commercial promotional purposes.

12. AGREEMENT

- A. This Agreement embodies the entire Agreement between the parties and no other written or oral Agreements will be honored.

ARTIST

Signature _____

Print Name _____

Address: _____

Phone: _____ home _____ cell _____

Email: _____

Signed on _____, 2018

CITY OF CREVE COEUR, MISSOURI

By _____

Mark Perkins, City Administrator

City of Creve Coeur, Missouri

Signed on _____, 2018

**Image of Sculpture:**

Pictured above is the sculpture selected by the Arts Committee to be installed outside of the Dielmann Recreation Complex. The sculpture is titled "In An Instant" by Adam Long.

RESOLUTION NO. 1315**A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO JOIN THE
CREATIVE COMMUNITIES ALLIANCE AND SCULPTURE ON THE MOVE
PROGRAM**

WHEREAS, the Creative Communities Alliance is a coalition of municipal and nonprofit organizations dedicated to the development of community arts in the St. Louis region and provides a supportive network for creative communities; and

WHEREAS, membership in the Creative Communities Alliance would allow the City to participate in collaborative area-wide art programs and would increase the city's exposure to and credibility with artists on a local and national level; and

WHEREAS, the City of Creve Coeur recognizes the benefit of public art in the community; and

WHEREAS, the Creve Coeur Arts Committee was established in 2011 to serve as curator for the City's public art collection, to work to obtain the funding for arts related projects, and to advise the City on all matters relating to cultural arts; and

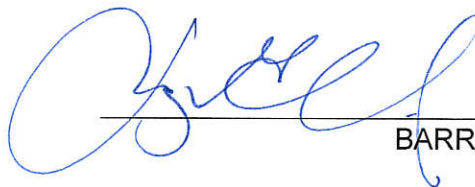
WHEREAS, the Creve Coeur Arts Committee has reviewed the requirements for participation in the Creative Communities Alliance and unanimously recommends that the City Council authorize the City to join;

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

Section 1: The Mayor of the City of Creve Coeur is hereby authorized and directed to sign the Memorandum of Understanding between the Creative Communities Alliance and the City of Creve Coeur and the related Sculpture on the Move program all as attached hereto as Exhibit A. 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 memorandum.

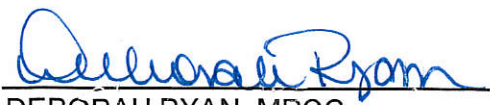
Section 2: This resolution shall become effective upon approval.

ADOPTED THIS 30th DAY OF October, 2017.



BARRY GLANTZ
MAYOR

ATTEST:



DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

MEMO TO CITY ADMINISTRATOR

Meeting Date: October 30, 2017

Subject: Creative Communities Alliance and Sculpture on the Move Program

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

Attachments: Memorandum of Understanding for the Creative Communities Alliance;
 Memorandum of Understanding for the Sculpture on the Move Program;
 Sculpture on the Move Info Sheet; Sculpture Pad Installation Cost Estimate

The Creve Coeur Arts Committee is seeking the City Council's permission for the city to join the Creative Communities Alliance (CCA) and to participate in the Sculpture on the Move program.

About the Creative Communities Alliance

The CCA is a coalition of municipal and nonprofit organizations dedicated to the development of community arts in the St. Louis region. It provides a supportive network for creative communities to come together, learn from each other and promote the arts.

Formation of the CCA began approximately one year ago. Staff and appointed officials from several cities throughout the St. Louis region have been collaborating to establish the organization including members of the Creve Coeur Arts Committee. Other collaborating cities and organizations include:

- The City of Chesterfield
- The City of Manchester
- The City of O'Fallon
- The City of Town and Country
- Crossroads Arts Council
- Grand Center Arts District
- Kirkwood Arts Commission

Membership in the CCA would allow Creve Coeur to participate in collaborative area-wide art programs. It would also increase the city's exposure to and credibility with artists on a local and national level.

The cost of membership is \$50 per year.

About the Sculpture on the Move Project

The Sculpture on the Move program is an area-wide temporary art program similar to the Creve Coeur Arts Committee's current Art on Loan program. The project is intended to facilitate the installation of high quality, original artwork for communities to enhance public spaces with minimal cost and a short-term commitment. Participating cities will contract with artists to display artwork for a two-year term. Participating artists will be paid \$500 per year.

The city currently has one Sculpture on the Move pad installed in front of the Shoppes at Westgate on Olive Boulevard. The Creve Coeur Arts Committee is working with staff to explore opportunities to install additional sculpture pads at the Dielmann Recreation Complex and at the new police station building.

The Creve Coeur Arts Committee currently has \$20,000 from the development agreement with Thalden, Boyd and Emery Architects to fund temporary art displays.

Costs

As is outlined in the attached Sculpture on the Move info sheet, the costs and responsibilities to the city would be as follows:

1. **Sculpture Pad** – Each community is responsible for the sculpture anchor pad. A minimum pad of 4ft by 4ft created in concrete is an option; however communities may choose to install an adjustable metal pad. The estimated cost to install a pad at the Dielmann Recreation Complex is as follows:

Labor:	\$5,562.24
Equipment:	\$3,477.40
Materials	\$2,050.00
TOTAL:	\$11,089.64
2. **Sculpture Loan** – Each community will sign an agreement with the artist and pay the artist annually for the sculpture. This fee is \$500 per year, per sculpture.
3. **CCA Overhead Fee** – To ensure no community shares the entirety of the burden of this program, each city will pay a \$50 membership fee, per year to the CCA to cover marketing, website, and general fees that directly benefit the Sculpture on the Move program. Communities will also have to be a member of the CCA.
4. **Signage** – Communities are required to create a standardized name plate depicting the sculpture title, artist name, and Creative Communities Alliance sponsorship. The estimated cost for the plate is \$150, however, the Arts Committee would like to purchase a nice base for the sign that would cost approximately \$500.
5. **Maintenance** – Communities are responsible for minimal maintenance of sculptures and should be contractually agreed upon with artist before installation.
6. **Installation** – Installation is the responsibility of the artist, however this should be a coordinated effort which each community.
7. **Insurance** – The community will be responsible for insurance to cover the sculpture for the duration of the loan. The cost of insurance will vary based on the value of each loaned sculpture, but the CCA anticipates the average value of each sculpture will be approximately \$4,000. The annual fee to insure a \$4,000 sculpture is approximately \$25.

A breakdown of the cost estimates:

Budget Item	Estimated Costs
Sculpture Pad Construction	\$11,089.64
Sculpture Loan*	\$500 per year
CCA Overhead Fee*	\$50 per year
Signage	\$150
Sign Base	\$500
Insurance*	\$25 per year
TOTAL:	\$12,314.64

*indicates a recurring cost

Timeline

If the City chooses to join the CCA and participate in the Sculpture on the Move program, the first sculpture could be installed as early as April 2018. Applications from the community are due by the end of November, 2017.



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

Meeting: 04/23/18 07:00 PM
Department: City Council
Category: Report
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

STAFF REPORT

3Rd Quarter Financial Report - FY 2018

Quarterly Financial Report for FY 2018, ending March 31, 2018



MEMORANDUM

DATE: April 18, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Third Quarter FY 2018 Financial Analysis

Attached is the financial report for the General Fund, the Municipal Enterprise Fund, the Capital Fund, the Sewer Lateral Fund and the Public Safety Fund for the 3rd quarter of FY 2018. The significant fluctuations are summarized below:

1. General Fund

a. Revenues

Overall, year-to-date revenues for FY 2018 are \$422,417 higher than the same time period for FY 2017. The increases are primarily in the areas of:

- Utility Taxes – up \$192,001, but \$179,516 of this was due to a one-time lawsuit settlement from Ameren
- Intergovernmental - up \$224,147, with sales tax \$281,000 higher than last year, but County Road and Bridge tax is down about \$62,000
- Licenses and Permits – up \$138,708 due to an increase in business license revenue (\$54,519 mostly timing) and an increase in building permits (up \$87,000)
- Interest Revenue – up \$67,397 due to an increase in interest rates

Below are the major revenue sources that have decreased:

- Property Taxes – down \$35,943 due to a larger amount of protested accounts in a reassessment year
- Court Revenues – down \$108,681 due to change in municipal court laws
- Grant Revenues – down \$24,214 due to less activity with Police Grants
- Other Revenues – down \$41,354 due to no sale of capital assets in FY 2018

b. Expenditures

Expenditures for the General Fund are \$1,317,139 more than the same time period in FY 2017 due to the following:

- Transfers Out to Capital Fund – up \$1,000,000 from FY 2017 due to Ladue Road Emergency Project
- Pension – up \$723,928 due to all of the pension contribution for the Legacy DB Plan being paid by the end of the 2nd quarter instead of spreading it out over 4 quarters as done previously.

Significant reductions in expenditures from FY 2017 include:

- Court Department – down \$45,667 due to 1 less FT position

- Interdepartmental – down \$55,009 due to less in medical reimbursements and health insurance for retirees (\$22,152) and less in city liability and property insurance (\$41,010)
- Municipal Facilities Maint. – down \$36,020 due to emergency repair in FY 2017
- Police Admin. – down \$36,585 due to timing of WDCD quarterly payments
- Police Patrol – down \$172,414 due to vehicle purchases in FY 2017 that have not yet occurred in FY 2018
- Street Maint. – down \$57,391 due to less snow removal supplies needed in FY 2018

The overall net change for FY2018 is a deficit of \$271,556 which is currently under the budgeted deficit of \$633,280.

2. Municipal Enterprise Fund

a. Revenues

Overall, Revenues for the Enterprise Fund are \$32,034 less than what was received in FY 2017, but within the budget for FY 2018. Last year at this time, we received a one-time payment of \$120,000 for the Dielmann Tower Lease.

b. Expenditures

Expenditures are \$34,661 more than last year with most of that being due to an increase in water and sewer costs for the golf course due to a really dry year.

We budgeted an increase in revenues and expenditures for the Enterprise Fund and everything seems to be on track with the budget.

3. Capital Fund

a. Revenues

At this time, revenues for the Capital Fund are down \$39,352 from last year (after you back out the Transfer-in from the General Fund for the Ladue Road project), which is due to the less in Grant revenue than FY 2017. Sales Tax was actually up \$32,071 over FY 2017.

b. Expenditures

Expenditures are at \$316,921 more than last year, but most of that is due to the emergency Ladue Road project. All of these expenditures are within the FY 2018 budget. Some of the major expenditures for FY2018 are as follows:

- Golf Course Cart Path Project - \$490,352 (Largely grant funded)
- Park Bridge Replacement - \$32,476
- Dielmann HVAC - \$128,567
- Alden Lane Culvert Improvements - \$141,935
- Ladue Road - \$771,860
- Asphalt - \$216,032
- Concrete - \$467,122.
- Sidewalks - \$114,109
- Microsurfacing - \$224,743
- Traffic Signal Enhancements - \$94,691
- Olympia Ice Resurfacer - \$69,500
- IT Server - \$62,652
- PW One-Ton Dump Truck with Plow & Spreader - \$34,640
- Bobcat - \$64,823

Overall, the Capital Fund is within the amended budget.

4. Sewer Lateral Fund

c. Revenues

Sewer Lateral Revenue is \$2,188 less than last year, but that's due to more funds held in protest than FY 2017 since this is a reassessment year.

d. Expenditures

Expenditures are \$24,169 less than last year due to changing reimbursement from 80% to 50% January 2017.

Overall, the Sewer Lateral Fund is looking better than what was budgeted.

5. Public Safety Fund

e. Revenues

Public Safety Sales Tax revenues are at \$312,250; we have budgeted a total of \$500,000 for FY 2018, representing the projected revenue for seven months since the tax was implemented in late 2017.

f. Expenditures

There are no expenditures at this time.

I would be pleased to respond to any questions.



City of Creve Coeur
Statement of Revenues and Expenditures
As of March 31, 2018
FY 2018

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 3rd Qtr Actual	2017 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	552,000	552,000	388,460		70.4%	424,403	75.4%
Utility Taxes	5,862,000	5,862,000	4,603,069		78.5%	4,384,894	73.2%
Intergovernmental	7,293,000	6,643,000	5,094,968		76.7%	4,870,821	71.2%
Licenses and Permits	977,650	977,650	912,810		93.4%	774,102	85.0%
Charges for Municipal Services	103,060	103,060	67,348		65.3%	72,583	61.8%
Municipal Court	600,000	600,000	342,433		57.1%	451,114	69.4%
Interest Revenue	210,000	210,000	207,547		98.8%	140,151	80.1%
Other Revenues	325,268	325,268	228,701		70.3%	304,853	100.1%
Transfers	0	0	0		0.0%	0	0.0%
Total Revenues	15,922,978	15,272,978	11,845,337		77.6%	11,422,920	73.5%
<u>General Fund Expenditures:</u>							
Legislative Services	474,982	474,982	341,159	5,672	71.8%	311,983	76.1%
Administrative Services	1,076,511	1,076,511	613,480	232,948	57.0%	598,682	48.8%
Finance Department	573,632	573,632	448,474	0	78.2%	457,098	73.8%
Municipal Court	258,351	258,351	170,446	9,833	66.0%	216,113	63.7%
InterDepartmental	495,901	495,901	395,693	1,353	79.8%	450,702	80.9%
Community Services	118,342	118,342	78,085	0	66.0%	66,696	55.1%
Maint. of Municipal Prop.	355,303	355,303	235,299	34,471	66.2%	265,813	68.5%
Police Department	7,477,500	7,477,500	5,332,771	273,488	71.3%	5,069,204	69.5%
Public Works - Admin.	617,035	617,035	421,669	1,954	68.3%	402,967	74.2%
Street Maintenance	1,669,477	1,704,477	1,115,235	111,391	65.4%	1,141,039	66.9%
Health and Environment	774,500	774,500	553,308	191,286	71.4%	518,787	63.7%
Park Maintenance	516,730	516,730	319,234	25,451	61.8%	294,776	56.1%
Community Development	1,472,994	1,472,994	1,092,042	5,107	74.1%	1,005,895	71.3%
Annual Infrastructure Maintenance	0	0	0	0	0	0	0
Total Expenditures	15,881,258	15,916,258	11,116,894	892,956	69.8%	10,799,754	67.7%
Total Operating Surplus (-Deficit)	41,720	(643,280)	728,443			623,166	
Transfers To Other Funds	525,000	525,000	1,000,000			0	
Operating Revenues Over (under) Expenditures	(483,280)	(1,168,280)	(271,557)			623,166	

**City of Creve Coeur
Statement of Revenues and Expenditures
As of March 31, 2018
FY 2018**

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 3rd Qtr Actual	2017 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	385,350	385,350	219,893		57.1%	225,586	56.2%
Food Service	56,000	56,000	39,798		71.1%	36,923	67.1%
Ice Arena	614,995	614,995	563,694		91.7%	585,576	106.7%
Other Revenues	700	700	708		101.1%	8,041	108.0%
Capital Contribution	0	0	0		0.0%	0	0.0%
Total Revenue	1,057,045	1,057,045	824,092	0	78.0%	856,126	85.1%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	489,653	489,653	375,398	1,061	76.7%	348,747	67.0%
Food Service	41,010	41,010	27,819	3,353	67.8%	30,230	71.5%
Ice Arena	528,588	532,483	365,711	13,073	68.7%	363,955	76.4%
Depreciation	0	0			0.0%	0	0.0%
Total Expenditures	1,059,251	1,063,146	768,928	17,487	74.0%	742,932	71.5%
Total Operating Surplus (-Deficit)	(2,206)	(6,101)	55,164			113,194	
Transfers to other Funds	0	0	0			0	
Operating Revenues Over (Under) Expenditures	(2,206)	(6,101)	55,164			113,194	

**City of Creve Coeur
Statement of Revenues and Expenditures
As of March 31, 2018
FY2018**

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 3rd Qtr Actual	2017 Actual As % of Budget
<u>Capital Improvement Fund Revenues:</u>							
Intergovernmental	2,108,030	2,108,030	1,611,929	0	76.5%	1,579,858	76.1%
Interest Revenue	7,500	7,500	2,797	0	37.3%	1,148	76.6%
Other Revenues	427,045	933,160	66,336	0	7.1%	139,408	10.7%
Total Revenues	2,542,575	3,048,690	1,681,062	0	55.1%	1,720,414	51.0%
<u>Capital Improvement Fund Expenditures:</u>							
Building & Improvements	95,000	95,000	0	0	0.0%	77,840	20.5%
Park Development Projects	330,000	884,022	672,055	34,330	76.0%	87,760	44.8%
Storm water Projects	320,000	330,549	142,836	6,133	43.2%	160,651	34.9%
Street Overlay/Repair	2,213,000	3,572,200	2,000,807	833,551	56.0%	2,165,972	72.7%
Capital Equipment	484,638	406,703	196,976	186,348	48.4%	203,531	54.3%
Total Expenditures	3,442,638	5,288,474	3,012,674	1,060,361	57.0%	2,695,754	61.4%
Total Operating Surplus (-Deficit)	(900,063)	(2,239,784)	(1,331,612)			(975,339)	
Transfers in from General Fund	525,000	525,000	0			0	
Operating Revenues Over (Under) Expenditures	(375,063)	(1,714,784)	(1,331,612)			(975,339)	

