



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 27, 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

FUTURE PUBLIC HEARING

Tuesday, September 11, 2018 - 7:00 PM

Summary: A public hearing regarding setting the 2018 real estate tax rate.

1. CONSENT AGENDA

a. Approval of August 13, 2018 City Council Regular Meeting Minutes

b. Resolution No. 1372 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing a One Year Extension of the Current Two-Year Agreement with ISS Facility Services to Provide Cleaning Services at the Creve Coeur Government Center for a Monthly Fee of \$2,387.80 (\$28,653.60 Annually).

Summary: The City is coming to the end of a two-year contract with ISS Facility Services for cleaning services at the Government Center. Public Works Staff recommends taking advantage of a one-year contract extension that is available in the original contract agreement.

c. Resolution No. 1373 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with the City of Chesterfield, Under the Cooperative Salt Program, for Purchasing 700 Tons of Salt for an Amount of \$34,461.00.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 27, 2018
7:00 PM**

Summary: Purchase of 700 tons of pavement de-icing salt from the Salt Co-op, a regional purchasing cooperative of local governments which allows cities to take advantage of bulk pricing for road salt.

d. Record Destruction

Summary: The IT and Building Departments have submitted lists of records that need Council approval before destruction. These records have met the requirements as listed in Records Retention Manual per the Secretary of States Office.

BILLS PAYABLE REPORT

For Information Only

Summary: For your information and transmittal to the City Council, is a list of invoices paid August 9 through August 22, 2018 in the amount of \$341,054.16.

UNFINISHED BUSINESS

2. Amended Bill No. 5724 - an Ordinance Amending Chapter 205, Article III of the Creve Coeur Municipal Code Regarding Deer Control. Final Reading and Passage

Summary: Several amendments to the city's bow hunting regulations are proposed in follow up to recent City Council discussion.

3. Bill No. 5726 - an Ordinance Regarding Installation of Fire Hydrants in the City of Creve Coeur. Final Reading and Passage

Summary: The proposed Ordinance identifies the installation of Fire Hydrants as a permitted use of City rights of way. Additionally it allows for administrative approval of new Fire Hydrants through the permitting process.

NEW BUSINESS

4. Bill No. 5727 - an Ordinance Authorizing a Master Sign Plan for Saint Louis Priory School Located at 500 South Mason Road, Zoned He-Higher Education District. First Reading

Summary: Daniel Kirchhoff, Engraphix Architectural Signage, on behalf of Saint Louis Priory School located at 500 S. Mason Road, has submitted an application for a master sign plan, pursuant to Section 405.950.J. Master Sign Plans. The proposal would allow for replacement monument signs at the two entrances along Mason Road and one at Conway Road. Section 405.950.J. Master Sign Plans provides for the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 27, 2018
7:00 PM**

three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. The Planning and Zoning Commission recommended approval on August 20, 2018.

- 5. Bill No. 5728 - an Ordinance Approving a Final Subdivision Plat for Pavilion Subdivision No. 3 to Subdivide 10598 Olive Boulevard Within the Creve Coeur Pavilion Shopping Center into Three Lots. First Reading**
Summary: Brandon Harp, of CEDC Civil Engineering Design Consultants, on behalf of Altus Properties has submitted a request for approval of the preliminary and final plat to subdivide 10598 Olive Boulevard into three separate lots, for a possible future development between the two existing restaurants within the Creve Coeur Pavilion Shopping Center. The Planning and Zoning Commission approved the preliminary plat and recommended approval of the final plan on August 20th. No changes to the zoning are requested.
- 6. Bill No. 5729 - an Ordinance Amending Provisions of the Creve Coeur Zoning Code Regarding Signs and Related Matters. First Reading**
Summary: Jason Jaggi, Director of Community Development, has submitted an application for revisions to the Sign Regulations and other Sections of the Zoning Ordinance for clarification and cross reference clean up based upon recent court action, as well as general corrections for formatting and typographical errors, clarification of existing concepts and deletion of extraneous text. The Planning and Zoning Commission recommended approval on August 20, 2018.
- 7. Bill No. 5730 - an Ordinance Revising Section 135.240 of the Creve Coeur Municipal Code Regarding Municipal Court Costs. First Reading**
Summary: Update of municipal court costs to reflect changes in state law, including the establishment of a fee for statewide court automation.
- 8. Bill No. 5731 - an Ordinance Amending the Adopted 2019 General Fund, Capital Fund and Public Safety Sales Tax Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Transfers from Operating Departments. First Reading**
Summary: A budget amendment to allocate funds for a full time building inspector to be offset by revenues from BJC Healthcare; consulting services for future rehabilitation and preservation of historical buildings which was originally budgeted in FY2018; police firing range renovation which was originally budgeted in FY2018; maintenance agreement for the Livescan fingerprinting system and printer to be reimbursed by a grant; and the reallocation of capital funds from Police Investigations to Police Patrol for vehicle purchase.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 27, 2018
7:00 PM**

- 9. Resolution No. 1374 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Approving the Use of a Contract Established by the County of Greene, Missouri, as a Cooperative Purchasing Agreement for the Procurement of Microsurfacing Services.**

Summary: Public Works staff recommends that the City enter into a cooperative purchasing agreement with the County of Greene, Missouri, for microsurfacing to complete the 2018 Microsurfacing Program. The County of Greene extended their agreement to 2018, so the product, terms, and contractor are the same as what the City used with the original agreement in 2017.

- 10. Resolution No. 1375 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Planning Design Studio for Park Planning Related to the Creation of a Parks Master Plan in an Amount Not to Exceed \$50,000.**

Summary: A Request for Qualifications was sent to potential firms to complete a parks master plan for the City of Creve Coeur. The end product will be a guide for future park planning and development over the next 10 years. Staff recommends entering into contract with Planning Design Studio.

- 11. Resolution No. 1376 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the City Administrator to Execute the Necessary Documents for Forwarding the Project Proposal Application and to Later Execute an Agreement for a Grant-In-Aid from the Municipal Park Grant Commission.**

Summary: Staff recommends that the City pursue a Municipal Park Grant for improvements to the Creve Coeur Ice Arena that include roof beam repairs, HVAC equipment, office improvements, new boards, and a new sound system.

- 12. Resolution No. 1377 - a Resolution Authorizing the City of Creve Coeur to Purchase Five 2019 Ford Police Interceptor Utility Awd Vehicles from Joe Machens Ford for the Total Amount of \$156,495.**

Summary: In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet, and provide safe and effective police equipment to our employees, the police department has been on a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage, age, or level of maintenance.

- 13. Resolution No. 1378 - a Resolution Repealing Resolution No. 1360 and Authorizing the Retro-Fit of the Police Department Shooting Range by Meggitt Training Systems, Inc. for an Amount Not to Exceed \$124,210.28.**

Summary: This resolution replaces the previously approved legislation to assure full compliance with all requirements. This purchase was previously budgeted in



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 27, 2018
7:00 PM**

FY 2018, but the purchase will be completed in FY 2019 with separate legislation providing for the budget amendment.

14. Resolution No. 1379 - a Resolution Repealing Resolution No. 1287 and Authorizing the Acceptance of a Grant from the Missouri Police Chiefs Association for a New LiveScan Biometric Verification System, and the Yearly Maintenance of that Instrument for Five Years.

Summary: A grant opportunity for the purchase of a LiveScan instrument, as well as maintenance fees, has become available. The proposed resolution will replace the previously - adopted Resolution 1287.

15. Resolution No. 1380 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Swift Print Communication for Printing Services for the Resident Newsletter for the Amount of \$70,601.74.

Summary: Staff will present recommendation for newsletter printing services.

BUSINESS FROM MAYOR AND CITY COUNCIL

16 . Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

17. St. Louis Regional Dockless Bike Share Information

Summary: Staff recently attended the St. Louis Regional Dockless Bike Share Presentation by Bi-State Development, the City of St. Louis, LimeBike, and OFO to learn more about the recent approval and operation of the dockless bike share agreement in St. Louis.

18. Fourth Quarter Financial Report for FY 2018

Summary: Financial Report for General, Capital, Enterprise, Sewer Lateral and Public Safety Sales Tax Funds.

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 08/23/2018
Deborah Ryan, MPCC
City Clerk



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

Meeting: 08/27/18 07:00 PM
Department: Legislative /City Clerk
Category: Public Hearing
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:

SCHEDULED

FUTURE PUBLIC HEARING (ID # 3126)

DOC ID: 3126

FUTURE PUBLIC HEARING - Tuesday, September 11, 2018 - 7:00 PM

A public hearing regarding setting the 2018 real estate tax rate.



**REGULAR MEETING
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CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 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 City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, August 13, 2018 at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Council Member, Ward 2 AJ Wang
Council Member, Ward 2 Ellen Lawrence
Council Member, Ward 3 Robert Hoffman
Council Member, Ward 3 Charlotte D'Alfonso
Council Member, Ward 3 Scott Saunders
Council Member, Ward 1 Alexis Travers
Council Member, Ward 3 Susan Baseley
Council Member, Ward 1 Heather Silverman

COMMENTS FROM THE GENERAL PUBLIC

Mayor Glantz thanked the Police Department for the outstanding work they did with the PGA tournament that was held at Bellerive Country Club.

ACCEPTANCE OF THE AGENDA

A. Accept the agenda as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Ellen Lawrence, Council Member, Ward 2
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

ANNOUNCEMENTS



**MINUTES
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CITY COUNCIL
300 NORTH NEW BALLAS RD
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7:00 PM**

*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*

I. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 3
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

Approval of July 23, 2018 City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only

Invoice Paid Listing

Summary: For your information, attached is a listing of invoices paid from July 19, 2018 to August 3, 2018 in the amount of \$1,703,588,.62. No vote is required.

UNFINISHED BUSINESS

- 1. Bill No. 5721 - an Ordinance Repealing Ordinance No. 1079 and Authorizing the Issuance of a New Conditional Use Permit for a 2,300 Square-Foot Eating and Drinking Establishment, for Café Coeur, Located at 10477-10479 Old Olive Street Road Within the Willowbrook Shopping Center. Final Reading and Passage**

City Clerk read Bill No. 5721 for the final time.

Council Member Baseley recused herself from the dais stating she works in similar business.

Bill No. 5721 becomes Ordinance No. 5597.

Council Member Baseley returned to the dais.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

RESULT:	SECOND AND FINAL READING [7 TO 0]
MOVER:	AJ Wang, Council Member, Ward 2
SECONDER:	Scott Saunders, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Silverman
RECUSED:	Baseley

2. Bill No. 5722 - an Ordinance Adjusting the Municipal Boundary of the City of Creve Coeur for Property Located on Lots 1 through 4 and Common Ground 1 and 2 Within the Enclave Bellerive Plat Four Subdivision and Part of Vacated Mason Road. Final Reading and Passage

City Clerk read Bill No. 5722 for the final time.

Bill No. 5722 becomes Ordinance No. 5598.

RESULT:	SECOND AND FINAL READING [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 3
SECONDER:	Susan Baseley, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

3. Bill No. 5723 - an Ordinance Revising Chapter 515 of the Code of Ordinances of the City of Creve Coeur Regarding Right-Of-Way Usage Fees. Final Reading and Passage

City Clerk read Bill No. 5723 for the final time.

Bill No. 5723 becomes Ordinance No. 5599.

RESULT:	SECOND AND FINAL READING [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	AJ Wang, Council Member, Ward 2
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

NEW BUSINESS

4. Bill No. 5724 - an Ordinance Amending Chapter 205, Article III of the Creve Coeur Municipal Code Regarding Deer Control. First Reading

City Clerk read Bill No. 5724 for the first time.

Chief Eidman reviewed the proposed changes for the current deer control ordinance as follows:

- ☐ Lowering the liability insurance and/or indemnity bond in an amount not less than



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

- one million dollars (\$1,000,000.00) from two million dollars (\$2,000,000.00).
- ☐ Contiguous neighbors-shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur.
 - ☐ Hunters who successfully harvests a deer within two (2) business days by calling the Creve Coeur Police department during normal business hours or by delivering written notification to the Chief of Police.
 - ☐ Hunters shall provide to the Police department a certificate of completion of an archery device hunter safety course as approved by the Missouri Department of Conservation.
 - ☐ It shall be unlawful for any person to discharge an archery device within one hundred fifty (150) yards of the property line of any church, school, park, or playground unless the owner of such property has provided express written consent to such discharges of closer proximity at specified dates and time periods. It shall be unlawful for any person to discharge an archery device within (30) yards of any dwelling, building, structure, or vehicle, unless the owner of such property has provided express written consent to such discharges of closer proximity to specified dates and time periods. Any such consent may be revoked at any time at the discretion of the person providing same, whether orally or in writing.

Council Member Hoffman asked if the requirement for signage has been removed.

Council Member Baseley stated she understood the discussion was to remove the insurance requirement completely.

Council Member Silverman stated the discussion was to reduce it.

Council Member Lawrence stated Suburban Bowhunters carries coverage for their hunters and homeowners carry coverage under their policies as well.

Carl Lumley stated general consensus was to have coverage at a million, but the Council does not have to vote that way.

Council Member D'Alfonso stated Erin Shank of DNR recommended no insurance.

Council Member Lawrence stated she is not comfortable without insurance.

Council Member Baseley stated requiring insurance puts the city in a liability situation making sure the coverage and if it is / will be valid.

Carl Lumley stated insurance requirement puts the city in the position of judging. Mr. Lumley stated he doesn't have a strong feeling of the requirement, but it is ultimately the wish of the Council.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

Claire Chosid resident of 12410 Conway Road stated the deer issue and population is a serious problem and recommended the city have a deer survey completed. The only way to go forward is to find out how many deer there actually is.

Mark Pasework resident of 581 Sarah stated we are lacking information on going forward with this program. Mr. Pasework stated it is a liability for the city to allow hunting without insurance.

Council Member Lawrence stated signs are not required but feels that signs should be posted in the back or side yards where hunting is taking place, so that residents know not to allow children or animals in the area.

Council Member D'Alfonso stated the signs create a negative atmosphere for the neighbors but we need to make it easier to allow hunting.

Council Member Hoffman stated our Police Department receives 80 calls per year, so the deer issue has become a human safety issue.

Council Member D'Alfonso asked if there needs to be clarification of dates or include the word "ranges" instead of a hunter needing to specify dates and times of when they will be hunting.

Carl Lumley stated that is already covered in the current ordinance.

Council Member Silverman stated she has concerns with the removal of the sign requirements while hunting.

Council Member D'Alfonso stated cards are sent to the surrounding residents notifying that a hunter will be hunting on a specific property during hunting season.

Council Member Silverman stated she would still like to have signs.

RESULT:	FIRST READING	Next: 8/27/2018 7:00 PM
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5. To amend Bill No. 5724 to remove the \$1 million requirement of insurance.

Bill No. 5724 amended by removing the requirement of \$1 million of insurance coverage.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

RESULT:	APPROVED [7 TO 1]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Charlotte D'Alfonso, Council Member, Ward 3
AYES:	Wang, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman
NAYS:	Lawrence

6. Bill No. 5725 - an Ordinance Increasing Utility License Tax Rates and Prescribing Forms of License Tax Returns for Electric Utilities, Gas Utilities, Water Utilities, Telecommunications Providers, and Prescribing Video Service Fee Forms for Video Service Providers. First Reading

City Clerk read Bill No. 5725 for the first time.

Mark Perkins stated the FY 2019 budget, adopted by the City Council on June 25, 2018, includes an increase in the city's utility tax rate. The rate adjustment is necessary due to continued stagnant growth in the two largest revenue sources for the General Fund, sales tax and utility taxes. The FY19 budget includes expenditure reduction measures including the elimination of three full-time positions, but additional revenues are needed to maintain existing service levels. The utility tax rate has not been increased since 2005, with a current rate of 7% on natural gas, water, telephone, and commercial electric service. The residential electric rate is 5.5%, lowered from 7% in 2013.

New rates are proposed as follows:

- ☐ Commercial utility rates to be increased to 8%
- ☐ Residential utility rates to be uniformly set at 7%, including returning the electric rate to its pre-2013 level.

Examples of rate impacts are as follows:

- ☐ A residential electric bill of \$150 will see an increase of \$2.25.
- ☐ A commercial electric bill of \$400 will see an increase of \$4.

A residential gas, telephone or water bill will see no increase. The rate adjustment will generate an estimated \$616,600 per year.

Mark Perkins stated the second reading and final passage can take place at the next regularly scheduled Council meeting or could move to the first meeting in September to allow for additional time to get more information out.

Mel Klearman resident of 739 Burgerac Drive asked why the increase was necessary.

Mark Perkins stated the city has reduced staff this year by not filling vacant positions and then it comes down to what services residents want and at what level. As stated in the report, the revenues have been stagnate for some time and staff has cut as much as they can internally. This is an effort to continue to provide the services that we have.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

Mayor Glantz stated Bill No. 5725 will come back to Council on Tuesday, September 11, 2018 for second reading and final passage.

RESULT:	FIRST READING	Next: 9/10/2018 7:00 PM
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7. Bill No. 5726 - an Ordinance Regarding Installation of Fire Hydrants in the City of Creve Coeur. First Reading

City Clerk read Bill No. 5726 for the first time.

RESULT:	FIRST READING	Next: 8/27/2018 7:00 PM
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8. Resolution No. 1368 - a Resolution Authorizing the City Administrator to Execute an Agreement with BJC Health System D/B/A BJC HealthCare for Building Inspection Services.

City Clerk read Resolution No. 1368, by title only.

Mark Perkins stated due to the extensive construction activity occurring at the BJC Health Care Campus (12634 Olive Blvd.) over the next 3 years, BJC is requesting a dedicated building inspector to accommodate their accelerated construction schedules.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Susan Baseley, Council Member, Ward 3
SECONDER:	AJ Wang, Council Member, Ward 2
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

9. Resolution No. 1369 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract Increase with United Construction Ent. Co. Inc. for Change Orders #6- #12 to the Creve Coeur Police Building for a Total Amount of \$138,532.

City Clerk read Resolution No. 1369, by title only.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	AJ Wang, Council Member, Ward 2
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

10. Resolution No. 1370 - a Resolution of the City Council of the City of Creve Coeur, Missouri Approving a Cooperative Purchasing Agreement with U.S. Communities.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 13, 2018
7:00 PM**

City Clerk read Resolution No. 1370, by title only.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	AJ Wang, Council Member, Ward 2
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

11. Resolution No. 1371 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract Increase with Archimages, Inc. to Perform Additional Design Services Related to Change Orders Directed by the City for a Not to Exceed Amount of \$19,550.

City Clerk read Resolution No. 1371, by title only.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 3
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, D'Alfonso, Saunders, Travers, Baseley, Silverman

BUSINESS FROM MAYOR AND CITY COUNCIL

L. Council Liaison Reports

Council Member Hoffman stated the Storm Water Committee met and discussed long standing storm water issues around the city. Committee also voted in Richard Koch as Chair and Judith Campbell as Vice-Chair.

Council Member Lawrence stated the Employee Pension Board met and they will be reviewing and sending out an RFP for city auditors.

BUSINESS FROM CITY ADMINISTRATOR

13. PGA Tournament Review

Chief Eidman stated the PGA event was a success and received calls thanking the city for their work and for Capt. Koncki on his work organizing security for the event. The city received over 200 calls regarding the event, most just needed information regarding parking, traffic, etc. The first \$4,000 of the over time pay for the officers that worked their regular schedule in addition to the extra need for the PGA and the remaining over time charges will be covered by the PGA. The event went off really well.

RESULT:	ITEM DISCUSSED
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 08/27/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

**Resolution No. 1372 - a Resolution of the City Council of the
City of Creve Coeur, Missouri Authorizing a One Year
Extension of the Current Two-Year Agreement with ISS
Facility Services to Provide Cleaning Services at the Creve
Coeur Government Center for a Monthly Fee of \$2,387.80
(\$28,653.60 Annually).**

The City is coming to the end of a two-year contract with ISS Facility Services for cleaning services at the Government Center. Public Works Staff recommends taking advantage of a one-year contract extension that is available in the original contract agreement.

RESOLUTION NO. 1372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING A ONE YEAR EXTENTION OF THE CURRENT TWO-YEAR AGREEMENT WITH ISS FACILITY SERVICES TO PROVIDE CLEANING SERVICES AT THE CREVE COEUR GOVERNMENT CENTER FOR A MONTHLY FEE OF \$2,387.80 (\$28,653.60 ANNUALLY).

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide clean and presentable work spaces as well as public spaces at the Government Center; and

WHEREAS, outsourcing the custodial services at the government Center has proven to be a more cost-effective way to clean the facility; and

WHEREAS, the current contractor has performed well over the previous two years and the city would like to take advantage of the one-year extension as referenced in the original contract.

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

Section 1: The one-year agreement extension between **ISS Facility Services Inc.** and the City of Creve Coeur to provide custodial services at the Government Center for \$2,387.80 per month or \$28,653.60 annually is hereby approved. The agreement extension as executed shall be consistent with the terms of the existing contract. 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 27th day of August, 2018.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 14, 2018

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Take Advantage of a One-year Extension to the City's Existing Contract for Custodial Services at the Government Center

City Council approved a two-year contract with ISS Facility Services for custodial services at the Government Center on October 10, 2016. A one-year extension at the same monthly rate was included in the original contract as an option.

Over the past two years ISS Facility Services staff has performed well. They are responsive to our staff's requests regarding day to day cleaning services as well as special cleaning needs. We are quickly coming to the end of our original two-year contract and PW staff recommends taking advantage of the one-year contract extension for an annual amount of \$28,653.60 (2,387.80 per month) to clean areas of the Police Department as well as Administrative and Public areas of the Government Center.



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

Meeting: 08/27/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1373 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with the City of Chesterfield, Under the Cooperative Salt Program, for Purchasing 700 Tons of Salt for an Amount of \$34,461.00.

Purchase of 700 tons of pavement de-icing salt from the Salt Co-op, a regional purchasing cooperative of local governments which allows cities to take advantage of bulk pricing for road salt.

RESOLUTION NO. 1373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF CHESTERFIELD, UNDER THE COOPERATIVE SALT PROGRAM, FOR PURCHASING 700 TONS OF SALT FOR AN AMOUNT OF \$34,461.00.

WHEREAS, it is necessary to supplement the City's salt reserve in order to keep our streets safe during the winter months; and

WHEREAS, the City provides safe public rights of way for its commercial and residential communities; and

WHEREAS, the City participates in a Cooperative Salt Program with the City of Chesterfield to obtain the lowest price based on high volume purchasing; and

WHEREAS, these goods have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances.

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

Section 1: The Agreement between City of Chesterfield and the City of Creve Coeur to purchase 700 tons of salt for an amount of \$34,461.00 is hereby approved and the execution is hereby 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 27th day of August, 2018.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 23, 2018

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Annual De-icing Salt Purchase from the Salt Co-op Program

For almost 20 years, the city has participated in a Salt Co-op group to purchase road salt. The Salt Co-op is a group of cities in the St. Louis area who have joined together to purchase salt in a bulk order to obtain a better pricing. The group is headed by the City of Chesterfield who performs the bidding process as well as managing the program including the accounting and payments for the bulk salt deliveries by barge. Public Works staff was required to commit to a quantity of de-icing salt in May of 2018 so the Salt Co-op could bid specific quantities to obtain a lower price.

Recently, the Salt Co-op opened bids for winter and spring salt purchases. We are happy to report that the results of the bid revealed a 0% increase in the unit cost for salt. However, the hauling cost increased significantly from previous year's purchase (see table below).

<u>Purchase Year</u>	<u>Salt Price</u>	<u>% Increase</u>	<u>Delivery Price</u>	<u>% Increase</u>
2012-2013	\$41.89/per ton	0%	\$7.73/per ton	2.1%
2013-2014	\$41.89/per ton	0%	\$7.73/per ton	0%
2014-2015	\$62.63/per ton	49.5%	\$7.94/per ton	2.7 %
2015-2016	\$49.23/per ton	(21.4%)	\$7.94/per ton	0%
2016-2017	\$49.23/per ton	0%	\$7.94/per ton	0%
2017-2018	\$49.23/per ton	0%	\$7.94/per ton	0%
2018-2019	\$49.23/per ton	0%	\$15.07/per ton	89.7%

Due to the limited amount of salt we used last year providing snow and ice control in the city, our salt dome is full and we have a small amount in the auxiliary salt storage building. For this reason, Public Works staff has committed to ordering a total of 700 ton, 0 tons for the fall delivery (Nov.-Dec.) and 700 tons delivery in the spring (Jan.-Feb).

The cost to purchase 700 tons of salt for FY19 is \$34,461.00 and delivery is \$10,549 for a total of \$45,010.00. Based on projected unit costs similar to last year, Staff requested approximately \$58,000 in the FY19 budget for salt purchase, calcium chloride, plow blades, snow equipment repairs, and other snow fighting related supplies in account number 01-31-41-7310.

Public Works staff recommends approving the purchase of 700 tons of de-icing salt from the Salt Co-op. Payments are to be made to the City of Chesterfield for an amount of \$34,461.00. If the salt purchase is approved, Public Works staff will submit a Purchase Order request for Bielman Trucking for the cost of the delivery in the amount of \$10,549.00 to the City Administrator for approval.



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
 Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

August 21, 2018

Mike Fogg
 City of Creve Coeur
 300 N. New Ballas Road
 Creve Coeur, MO 63141

Re: St. Louis Metro APWA Salt Cooperative (Co-op) – 2018/2019 Order

Dear Co-op Salt Participant:

The salt purchase for the coming winter through the St. Louis Metro APWA Salt Cooperative (Co-op) will soon be underway. The salt provider (Compass Minerals) has agreed to hold their prices from the 2017/2018 winter season. The City of Chesterfield City Council approved the use of Compass Minerals for the 2018/2019 winter season at its August 20, 2018 City Council meeting. The hauler (Beelman Logistics LLC) would not agree to hold its prices from last year. Accordingly, the Co-op publicly advertised for bids for the service. The bids were opened on July 11, 2018 with Beelman Logistics submitting the only bid. The City of Chesterfield City Council approved the bid by Beelman at its August 20, 2018 City Council meeting. If you desire to participate in the Co-op again in 2018/2019, please proceed as follows:

- 1) **Please complete the attached SALT REQUEST FORM and return by mail, email or fax to Kathy Juergens at kjuergens@chesterfield.mo.us or 636-537-4796 (Fax) by FRIDAY, SEPTEMBER 21, 2018.** Please complete the form in its entirety, and remember that it takes a minimum of six weeks for a barge to be loaded and travel up river. Plan ahead. We cannot adjust schedules or quantities once salt is ordered. Generally, we will follow our past practice of salt purchases near the beginning and the end of the snow removal season. Early deliveries will likely occur before the snow season starts. **Please note the minimum order is 25 tons. You may request less than 25 tons, however, your delivery fee will be based on 25 tons.** Once ordered, the salt is on its way and you must be prepared to accept it when it is delivered. This means you must commit to having personnel available to receive salt whenever it is scheduled. This may require premium, overtime or holiday pay. We do not control the date of delivery and will not pay demurrage.
- 2) **Submit a purchase order to the City of Chesterfield for the proposed amount of salt ordered by September 21, 2018.** As mentioned above, Compass Minerals has offered to honor their 2017/2018 bid price of \$49.23 per ton for the upcoming 2018/2019 season. Their offer was accepted. The rate for the fall delivery and the winter delivery will be **\$49.23** per ton. Please multiply your order by \$49.23 per ton to obtain the amount of the purchase order. Prior to placing your order, **we must receive a purchase order to the City of Chesterfield in the extended amount from your respective agency by the**

September 21, 2018 deadline. If we do not receive a purchase order by that date, your salt order will not be placed. The purchase order should be mailed, emailed, or faxed to:

**City of Chesterfield, Attn: Kathy Juergens
690 Chesterfield Parkway West
Chesterfield, MO 63017
Phone: 636-537-4762
Fax: 636-537-4796
E-mail: kjuergens@chesterfield.mo.us**

- 3) **Submit a purchase order to Beelman Logistics LLC for the delivery of the proposed amount of salt by September 21, 2018.** The delivery rate varies depending upon where your municipality is located. For your convenience, a table showing the rate for your municipality is attached. Please multiply your salt order by the delivery rate for your municipality to obtain the amount of the purchase order for delivery. Prior to placing your order, Beelman must receive a purchase order in the extended amount from your respective agency. Although The City of Chesterfield has consolidated the bid and coordinated the effort, you are individually contracting with Beelman Logistics LLC for this portion of the work. It is your responsibility to execute a purchase order with Beelman Logistics LLC for the unloading, hauling, and delivery of salt to your storage facility. **If Beelman does not receive a purchase order by the September 21, 2018 deadline, your salt order will not be placed.** Again, please plan ahead and allow sufficient time for the receipt of your purchase order. Purchase orders to Beelman should be sent to:

**Beelman Logistics LLC, Attn: Sue Malick
One Racehorse Dr.
E St Louis, IL 62205
Phone: 618-646-5331
Fax: 618-646-5431
E-mail: suem@beelman.com**

If you have changed the delivery location for salt, please contact Sue Malick at Beelman and let her know.

Each year, we remind the participating municipalities that the contract does not allow demurrage for the salt shipments. As such, each municipality must commit to receiving salt when it is delivered. It may arrive on a weekend, a holiday and may require overtime. **IF YOU ARE NOT PREPARED TO ACCEPT DELIVERIES WHENEVER THEY ARRIVE, DO NOT ORDER THROUGH THE CO-OP.** We have no ability to reschedule or delay deliveries unless you are willing to pay the demurrage charges on the barges. If you have any questions, please contact Kathy Juergens at 636-537-4762.

Sincerely,



James A. Eckrich, P.E.
Public Works Director/City Engineer

Enclosures

CITY	CONTACT	PHONE #/E-MAIL	TANDEM	2018/2019 Unit Cost Hauling
Arnold	Charlie Allen/Ed Blattner	636-282-6651, 636-282-6650, fax 636-282-2394, callen@arnoldmo.org or eblattner@arnoldmo.org. Alt Tom Palasky 636-282-6653 tpalasky@arnoldmo.org		\$9.86
Ballwin	Jim Link	636-227-9000, fax 636-207-2320, jlink@ballwin.mo.us		\$10.75
Bel-Nor	Donna Reedy/Diana Krosnicki	314-521-8373/314-381-2834 ext 100, fax 314-521-5165 or 314-381-2263, dreedy@fergusoncity.com; belnormous@aol.com		\$9.21
Bel-Ridge	Cary Herndon/Dionne Davidson	314-267-6846/314-429-2878, fax 314-429-5333, 314-429-0811, cherndon@bel-Ridge.us / cityclerk@bel-ridge.us	X	\$13.22
Berkeley	Keith White/David James	314-365-3014, 314-400-3781, 314-522-1539-fax, white@ci.berkeley.mo.us / james@ci.berkeley.mo.us	X	\$13.52
Black Jack	Vijay Bhasin/Geno McFarland	314-355-0400, fax 314-355-4196, cityengineer@cityofblackjack.com, pws@cityofblackjack.com	X	\$13.22
Breckenridge Hills	Drew Brauner/Mike Bunte	314-637-6123 c, 314-497-4318, Fax 314-427-0139, drewbrauner@gmail.com	X	\$12.77
Brentwood	Kyle Allen/Dan Gummersheimer	314-662-2794, fax 314-968-0902, 314-280-1215, fax 314-968-0902, kyallen@brentwood.mo.org, dgummersheimer@brentwood.mo.org		\$9.25
Bridgeton	Vernon Pape/Rob Willers	314-291-4314 (o), 314-267-4149 c, 314-803-9014 (C Rob), fax 314-739-3456 vpape@bridgetonmo.com / rwlawn@yahoo.com		\$9.86
Charlack	Peter Daub/Susie Gallagher	314-427-4715 ext 3, 314-427-4715 ext 1, fax 314-427-5049, dauber77@sbcglobal.net / sgallagher@cityofcharlack.com	X	\$13.77
Chesterfield	Mike O'Connor/Tim Driemeyer	636-812-9602/636-812-9603, moconnor@chesterfield.mo.us		\$11.45
Clayton	Gary Scheipeter/Daneen Schlereth	314-290-8540, 314-290-8540, fax 314-863-5560, gscheipeter@claytonmo.gov / dschlereth@claytonmo.gov		\$8.62
Cool Valley	Deborah Jones/Ramesh Bisram	314-521-3500 ext 801, fax 314-921-8701, cvcityclerk@yahoo.com	X	\$13.42
Crestwood	Doug Wilson/Brian Hibdon	314-729-4737, 314-729-4730, fax 314-729-4739, dwilson@cityofcrestwood.org, bhibdon@cityofcrestwood.org		\$8.98
Creve Coeur	Mike Fogg/Patti Hare/Michael Leady	314-274-2100/314-442-2074/314-274-2101, fax 314-872-2505, mfogg@crevecoeur.mo.gov/phare@crevecoeur.mo.gov/mleady@crevecoeurmo.gov		\$15.07
Des Peres	Dave Hahn/Steve Meyer	314-835-6226/314-835-6133, fax 314-835-6131, dhahn@desperesmo.org/smeyer@desperesmo.org,		\$9.68
Ellisville	John Calvert/Gary Cough	Gary cell 314-226-3545, 636-591-6666, John cell 314-258-0045, fax 636-227-9486, gcough@ellisville.mo.us / jcalvert@ellisville.mo.us		\$11.81
Fairview Heights	Dan Wolf/John Harty	618-489-2023/618-489-2020, fax 618-489-2029, wolf@cofh.org / harty@cofh.org		\$8.57
Fenton	Bob Brendel/Matt Budd	636-349-8155, 314-805-8987, fax 636-349-8159, bob@fentonmo.org or mbudd@fentonmo.org		\$10.04
Ferguson	Chris Harris/Donna Reedy	314-521-5765, 314-521-8373, fax 314-521-5165, charris@fergusoncity.com; dreedy@fergusoncity.com		\$8.80
Frontenac	Jim Griffin/Gene Fowler	314-994-9861, 314-395-7540 c, 314-393-7539, fax 314-373-6625, jgriffin@cityoffrontenac.org / gfowler@cityoffrontenac.org	X	\$14.37
Glendale	Terry Jones/Jaysen Christensen	314-575-3282/314-965-3600; fax 314-968-4021/314-965-4772, tjones@glendalemo.org, jchristensen@glendalemo.org		\$9.15
Green Park	James Mello/Diane DeLonjay	314-894-7336, 314-894-7337-fax, jmello@cityofgreenpark.com; ddelonjay@cityofgreenpark.com		\$8.45
Greendale	Latasha VanNorman/Lamarr Huddleston	314-383-2577, 314-761-1441, fax-314-383-2664, tvannorman@greendale-mo.us, mayor@greendale-mo.us		\$9.15
Hazelwood	Paul Williams/Kathy Baker	314-220-5730 cell, 314-731-4240, fax 314-731-4240, plwilliams@hazelwoodmo.org / clbaker@hazelwoodmo.org		\$9.15
Ladue	Scott Bollinger/Anne Lamitola	314-993-5665, fax 314-994-3195; sbollinger@cityofladue-mo.gov, alamitola@cityofladue-mo.gov		\$9.21



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

Meeting: 08/27/18 07:00 PM
Department: Legislative /City Clerk
Category: Report
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Record Destruction

The IT and Building Departments have submitted lists of records that need Council approval before destruction. These records have met the requirements as listed in Records Retention Manual per the Secretary of States Office.



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2018

The following **_BID RECORDS_** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
2015 PHONE SYSTEM REPLACEMENT RFPS – REJECTED BIDS	March 2015 - July 2015	GS 055

DISPOSITION LIST

~~2017~~ 2018

D.2. 8/20/18

[illegible]



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

SCHEDULED

Meeting: 08/27/18 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Christy Williams
Initiator: Lori Obermoeller
Sponsors:

INVOICES PAID LISTING (ID # 3123)

DOC ID: 3123

Invoices Paid Listing

For your information and transmittal to the City Council, is a list of invoices paid August 9 through August 22, 2018 in the amount of \$341,054.16.



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

DATE: August 22, 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 August 9 through August 22, 2018 in the amount of \$341,054.16

Vendor	PurchaseOrder	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
No Department - No Division 00-00							
00105		0346-020048936	31-Jul-18	REPUBLIC SERVICES	YARD WASTE BAGS & TAGS	01-00-00-1655	3,423.50
00751		081618	16-Aug-18	RICH, THOMAS	FEDERAL TAX OVERPAYMENT	01-00-00-2104	62.73
00751		081618	16-Aug-18	RICH, THOMAS	STATE TAX OVERPAYMENT	01-00-00-2105	29.00
02829		081518 PAYROLL	15-Aug-18	DIANA S DAUGHERTY	PAYROLL FOR - 081518	01-00-00-2111	137.50
02829		081518 PAYROLL	15-Aug-18	DIANA S DAUGHERTY	PAYROLL FOR - 081518	01-00-00-2111	137.50
00751		081618	16-Aug-18	RICH, THOMAS	DFINED BENEFIT OVERPAYMENT	01-00-00-2320	27.34
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	WINDES WIPES LIVESCAN MACHINE	01-00-00-2410	19.02
02171		024324	06-Aug-18	LOU'S GLOVES, INC.	GLOVES FOR HANDLING DRUGS	01-00-00-2410	112.00
02839		7463	06-Jul-18	POINT EMBLEMS	(100) COINS	01-00-00-2712	625.00
02839		7461	01-Jul-18	POINT EMBLEMS	100 BADGE PINS & 75 LAPEL PINS	01-00-00-2712	528.75
00291		95957	30-Jun-18	SIDDIQUI, WAJEE	SECURITY DEPOSIT REFUND	01-00-00-2832	250.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MAPERS HOTEL	01-00-00-2844	240.42
02913		073018	29-Jun-18	CAROL HOUSE QUICK FIX PET CLINIC	2018 HEART 2 HEART CHARITY	01-00-00-4549	727.00
Legislative-1112							
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	COUNCIL DINNER 7/9/18	01-11-12-6264	257.57
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	REVIEW	01-11-12-6264	13.14
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	COUNCIL DINNER 7/23/18	01-11-12-6264	376.19
00005		1703382	09-Aug-18	AMERICAN STAMP	NAME BADGE "MAYOR FOR THE DAY"	01-11-12-7315	16.30
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	POSTERS SILVER SCREEN SERIES	01-11-12-7315	502.41
02113		PG000015889	09-Aug-18	GENERAL CODE	SUPPLEMENT NO. 31	01-11-13-6203	284.00
01048		9812202349	04-Aug-18	VERIZON WIRELESS	HOT SPOT 7/5-8/4/18	01-11-13-9504	40.01



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
Administration-1211							
00019		135462	02-Aug-18	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL SVS JUL 2018	01-12-10-6201	11,905.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	EQUIFAX	01-12-11-6202	10.00
01048		9811932736	01-Aug-18	VERIZON WIRELESS	ADMIN 7/2-8/1/18	01-12-11-6253	104.68
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	INDEED ADVERTISING 7/18	01-12-11-6260	120.51
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	CONSTANT CONTACT	01-12-11-6262	70.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	1YR BREADFAST PD	01-12-11-6264	84.39
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2018 IMCA REGISTRATION	01-12-11-6265	685.00
00053		477302	31-Jul-18	MERCY CORPORATE HEALTH	K. HILL NEW HIRE SCREEN	01-12-11-6271	60.00
00053		475308	31-Jul-18	MERCY CORPORATE HEALTH	M. FOGG NEW HIRE SCREEN	01-12-11-6271	87.00
00053		475309	31-Jul-18	MERCY CORPORATE HEALTH	J VANDERBECK NEW HIRE SCREEN	01-12-11-6271	87.00
00053		475788	31-Jul-18	MERCY CORPORATE HEALTH	T MCINTIRE NEW HIRE SCREEN	01-12-11-6271	60.00
MIS-1251							
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	3 SEBRA POWER CABLES	01-12-51-6213	59.97
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MOBILE FILE PEDESTAL	01-12-51-6213	280.02
01048		9811932736	01-Aug-18	VERIZON WIRELESS	MISC. 7/2-8/1/18	01-12-51-6253	62.34
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	WEB DEVEL TOOL	01-12-51-7332	223.96
00073		NRJ5960	07-Aug-18	CDW-G	ACROBAT PRO 2017 UPGRADE	01-12-51-7332	140.06
02848	P002913	025-231787	01-Aug-18	TYLER TECHNOLOGIES	SOFTWARE- INCODE	01-12-51-7332	2,312.50
Finance-1311							
01048		9811932736	01-Aug-18	VERIZON WIRELESS	FINANCE 7/2-8/1/18	01-13-11-6253	52.34
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	STAND UP DESK & MAT	01-13-11-9504	590.00
Municipal Court-1314							
01111		227	01-Aug-18	BILLINGS, CHARLES H.	PROVISIONAL JUDGE 8/1/18	01-13-14-6201	450.00
Interdepartmental-1315							
01739		3145790412 8/18	01-Aug-18	AT&T	SECURITY LINES - TAPPMMEYER	01-13-15-6253	335.86
01739		3149832705-8/18	07-Aug-18	AT&T	MONITOR LINES ICE ARENA 8/18	01-13-15-6253	113.97
01743		857595480 7/18	06-Aug-18	AT&T LONG DISTANCE	LONG DISTANCE - GARAGE	01-13-15-6253	3.36
00014		0215116080618	06-Aug-18	CHARTER COMMUNICATIONS	SERVICE @ SHOP 8/16-9/15	01-13-15-6255	519.32
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MISC WELLNESS COMMITTEE	01-13-15-6272	510.51
00045		181669569001	10-Aug-18	OFFICE DEPOT	TONER, PENS AND PAPER	01-13-15-7312	454.84
Community Services-1411							
02914		081718	30-Jun-18	ARMANN, EMILY	INSTRUCTOR FEE 2018	01-14-11-6202	438.00
02236	P003145	081718	17-Aug-18	HOOVER, STEVEN W	BAND PERFORMANCE 08/16/18	01-14-11-6202	1,400.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MAXGALAXY TECH SUPPORT	01-14-11-6230	2.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MAXGALAXY TECH SUPPORT	01-14-11-6230	-2.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	PORT-O-POTTY FEE	01-14-11-6230	112.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FARMRERS MARKET	01-14-11-6230	18.14
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	AD FOR FARMERS MKT 7/18	01-14-11-6230	660.00
02538		081818	18-Aug-18	PARTIES BY PRILLA LLC	CHARACTER FOR FARMERS MKT	01-14-11-6230	125.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MPRA WEBSITE AD FOR PT STAFF	01-14-11-6260	50.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FACEBOOK BOOST	01-14-11-6260	30.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	NRPA ANNUAL MEMBERSHIP FEE	01-14-11-6262	175.00



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2018 ANNUAL NRPA CONFERENCE	01-14-11-6265	282.50
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2018 NRPA HOTEL RESERVATION	01-14-11-6265	104.50
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FOOD PARK MASTER PLAN INTV COM	01-14-11-7304	47.90
Building Maintenance-1611							
00039		1160901	01-Aug-18	INDUSTRIAL SOAP	GOV'T CENTER PAPER PRODUCTS	01-16-11-6212	366.30
00054		02597769	03-Aug-18	WALTER KNOLL FLORIST	MONTHLY PLANT MAINTENANCE	01-16-11-6212	80.00
00275		55031-62002 8/18	13-Jul-18	AMERENUE	CITY HALL	01-16-11-6250	9,669.73
01048		9811932736	01-Aug-18	VERIZON WIRELESS	BLDG MAINT 7/2-8/1/18	01-16-11-6253	32.43
00711		377847930	02-Aug-18	TERMINIX	PEST CONTROL CITY HALL	01-16-11-7301	105.00
00711		377556413	13-Aug-18	TERMINIX	PEST CONTROL CITY HALL 7/18	01-16-11-7301	77.00
00116		30081395 6/18	29-Jun-18	SAM'S CLUB	CH KITCHEN SUPPLIES FY18	01-16-11-7304	705.82
01550		313965526	31-Jul-18	ARAMARK UNIFORM SERVICES	CITY HALL MAINT W/O 7/30/18	01-16-11-7308	4.27
01550		313986112	07-Aug-18	ARAMARK UNIFORM SERVICES	CITY HALL MAINT W/O 8/6/18	01-16-11-7308	4.27
01550		314010290	14-Aug-18	ARAMARK UNIFORM SERVICES	CITY HALL MAINT W/O 8/13/18	01-16-11-7308	4.27
Police - Admin-2111							
00125		449413	07-Aug-18	LEON UNIFORM	UNIFORM ITEMS/CHIEF EIDMAN	01-21-11-5107	156.99
00050	P003120	INV0062090	15-Aug-18	REJIS	REJIS SUBSCRIPTION FEES	01-21-11-6202	4,030.39
00050		INV0062090-3	15-Aug-18	REJIS	NETMOTION CONECT WIRELESS	01-21-11-6202	8.00
00050		INV0062090-3	15-Aug-18	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050		INV0062090-3	15-Aug-18	REJIS	10% MO SUBSCRIPTION FEE	01-21-11-6202	-403.04
00050		INV0062090-3	15-Aug-18	REJIS	CISCS ASA 5505 MAINT	01-21-11-6202	20.77
00050		INV0062090-3	15-Aug-18	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
02749		ELLKIR	02-Aug-18	FLORISSANT PSYCHOLOGICAL SERVICES INC	PREEMPLOY SCREEN SGT PROCESS	01-21-11-6203	400.00
00148		C42992A	07-Aug-18	I/O SOLUTIONS	(2) NAT BASIC AGILITY TESTS	01-21-11-6203	30.00
01378		28620	31-Jul-18	PERSONNEL EVALUATION INC.	(7) PERSONNEL EVAL PROFILES	01-21-11-6203	140.00
00007		P4300509	03-Aug-18	BATTERIES PLUS BULBS	CAR #2415 NEW BATTERY	01-21-11-6210	122.45
01559		0259907-IN	27-Jul-18	WILL ELECTRONICS	SERVICE CALL	01-21-11-6211	168.50
02705		INV5464452	06-Aug-18	MARCO TECHNOLOGIES LLC	MAINT CHIEFS COPIER 7/7-8/6	01-21-11-6213	9.27
02094		812HP029M79207	01-Aug-18	MISSOURI STATE HIGHWAY PATROL	(1) CRIMINAL RECORD SEARCH	01-21-11-6213	13.00
00050		INV0062091	16-Aug-18	REJIS	2 FRID BADGES	01-21-11-6213	15.00
00050	P003121	INV0062090-2	15-Aug-18	REJIS	GLOBAL RECORDS MANAGEMENT SYST	01-21-11-6213	1,155.00
00050		INV0062090-3	15-Aug-18	REJIS	12 VERIZON DATA LINES	01-21-11-6253	588.00
01048		9812202349	04-Aug-18	VERIZON WIRELESS	MONTHLY BROADBAND & AIRCARD	01-21-11-6253	229.26
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PD-ADMIN 7/2-8/1/18	01-21-11-6253	190.10
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	IN TOWN MEETING W/ CAPTAIN	01-21-11-6264	33.90
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	CJLS CONF REG RECORDS CLERK	01-21-11-6265	225.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	IACP CONF REG CHIEF EIDEMAN	01-21-11-6265	425.00
01425		363982570	08-Aug-18	US BANK	CHIEFS OFFICE COPIER LEASE	01-21-11-6266	137.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FIRST AID SUPPLIES	01-21-11-6271	7.57
00116		30081395 8/18	20-Jul-18	SAM'S CLUB	DISINFECTING WIPES	01-21-11-6271	17.96
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	5 16 GB FLASH DRIVE/5 32 GB	01-21-11-7302	49.98
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	1 64 MG FLASH DRIVE	01-21-11-7302	20.99



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00116		30081395 8/18	20-Jul-18	SAM'S CLUB	SHIPPING TAPE	01-21-11-7302	14.46
02755		81873069	07-Aug-18	ST LOUIS PRINT GROUP LLC	1000 MO PARKING SIGNS	01-21-11-7304	177.49
00116		30081395 8/18	20-Jul-18	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	79.84
Police - Investigations-2121							
01228		1432814-20180731	31-Jul-18	LEXISNEXIS	USER FEES-JUL 2018	01-21-21-6202	197.08
00050		INV0062090-3	15-Aug-18	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PD INVST 7/2-8/1/18	01-21-21-6253	-62.01
02107		7810	02-Aug-18	NITV FEDERAL SERVICES	CERT EXAM COURSE DET DAMON	01-21-21-6261	1,295.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	MOCIC CONF REGISTRATIONS (2)	01-21-21-6265	400.00
Police - Patrol-2122							
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	UNIFORM STRYKE PENT/LT HARTMAN	01-21-22-5107	83.94
00125		444920	29-Jun-18	LEON UNIFORM	UNIFORM ITEMS REGRUIT BEGIC	01-21-22-5107	274.92
00125		416332-80	29-Jun-18	LEON UNIFORM	DUTY GEAR RETURNED	01-21-22-5107	-162.50
00125		422946-80	29-Jun-18	LEON UNIFORM	DUTY GEAR RETURNED	01-21-22-5107	-70.50
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FUSE PULLER	01-21-22-6210	4.99
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	PORTABLE CAR JUMP STARTER	01-21-22-6210	64.99
00007		P4300509	03-Aug-18	BATTERIES PLUS BULBS	HEADLIGHT BULBS / MOTORCYCLES	01-21-22-6210	3.98
00007		P4387903	06-Aug-18	BATTERIES PLUS BULBS	CAR #2408 NEW BATTERY	01-21-22-6210	104.35
02119		398580	31-Jul-18	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR #2416 3000 MIL SVS	01-21-22-6210	263.37
00970		1388-281230	31-Jul-18	O'REILLY AUTO PARTS	CAR #2403 3000 MILE SVS	01-21-22-6210	40.45
00970		1852-242528	06-Aug-18	O'REILLY AUTO PARTS	CAR CLEANING SUPPLIES	01-21-22-6210	69.88
00970		1388-279641	18-Jul-18	O'REILLY AUTO PARTS	(1) TPMS SENSOR CHIEFS CAR	01-21-22-6210	48.70
00970		1388-282955	14-Aug-18	O'REILLY AUTO PARTS	CAR #2407*2409 3000 MI SVS	01-21-22-6210	80.62
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	COMPUTER REPAIR POSTAGE	01-21-22-6211	49.28
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	POSTAGE RETURN RIFLE SIGHTS	01-21-22-6211	16.18
02835	P003134	SI-109104	31-Jul-18	BROADCAST MICROWAVE SERVICES, INC.	12 MONTH EXTENSION WARRANTY TO	01-21-22-6211	1,749.00
02835	P003134	SI-109104	31-Jul-18	BROADCAST MICROWAVE SERVICES, INC.	12 MONTH EXTENSION WARRANTY TO	01-21-22-6211	1,749.00
02835	P003134	SI-109104	31-Jul-18	BROADCAST MICROWAVE SERVICES, INC.	12 MONTH EXTENSION WARRANTY TO	01-21-22-6211	297.00
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PD PATROL 7/2-8/1/18	01-21-22-6253	443.15
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	AMAZON PRIME MEMBERSHIP	01-21-22-6262	13.54
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	KETSAC CONF LODGING EXPENSE	01-21-22-6265	428.48
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	LETSAC CONF LODGING	01-21-22-6265	428.48
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	20 PK LR44 BATTERIES	01-21-22-7302	7.26
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	(1) ROLO TAPE	01-21-22-7302	68.99
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	(2) DRY ERASE BOARDS	01-21-22-7302	15.24
01931		ACCINV0016155	26-Jul-18	WATCHGUARD VIDEO	(1) VISTA CHARGING BASE	01-21-22-7302	107.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	(2) 16 FT USB EXTENDER CABLES	01-21-22-7304	26.58
00237		5065828	27-Jul-18	WORLD WIDE TECHNOLOGY	(2) ZEBRA USB CABLES	01-21-22-7304	28.84
00234		482843	16-Aug-18	ED. ROEHR SAFETY PRODUCTS	HELMET FOR SGT MOTOR PATROL	01-21-22-7308	125.95
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2 REMOTE PRESSURE PAD SWITCHES	01-21-22-7313	31.98
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FLASHLIGHT FOR RIFLES	01-21-22-7313	69.99
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	4 SECURITY GUN SAFES	01-21-22-9503	211.12



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	1 GUN SAFE	01-21-22-9503	52.78
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	ALLVET CR	01-21-22-9503	-276.75
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	COLLAPSIBLE TRAFIC CONES	01-21-22-9503	613.80
Public Works-3111							
02169		497260	31-Jul-18	DREXEL TECHNOLOGIES, INC.	SCANNER/COPIER LEASE JUL 18	01-31-11-6213	51.80
01425	P002776	362931107	26-Jul-18	US BANK	07/1/17-06/30/18 COPIER LEASE	01-31-11-6213	330.58
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PW ADMIN	01-31-11-6253	289.37
Streets-3141							
02676	P003107	1261-2500003960	06-Aug-18	EXCEL TEMPORARY SERVICES	W/O 7/30/18	01-31-41-6207	489.90
02676	P003107	1261-2500003959	06-Aug-18	EXCEL TEMPORARY SERVICES	W/O 7/30/18	01-31-41-6207	1,224.75
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	SW TRUCKS USB LINK	01-31-41-6210	524.24
00970		1388-282150	07-Aug-18	O'REILLY AUTO PARTS	VEHICLE INSP & OIL	01-31-41-6210	29.59
00970		1388-282097	07-Aug-15	O'REILLY AUTO PARTS	TRUCK #209 FRONT BRAKES	01-31-41-6210	76.38
00970		1388-281505	02-Aug-18	O'REILLY AUTO PARTS	TRUCK #317 OIL FILTER	01-31-41-6210	16.11
02718		3011519265	03-Aug-18	RUSH TRUCK CENTER	TRUCK #317 PARTS	01-31-41-6210	119.06
00712		W35025	03-Aug-18	BOBCAT COMPANY	PLUG FOR MILLER ON BOBCAT	01-31-41-6211	56.25
00826		2451285	10-Aug-18	CREST INDUSTRIES, INC.	FITTINGS FOR SALT SPREADER	01-31-41-6211	44.91
00238		PSO007793-1	09-Aug-18	LUBY EQUIPMENT SERVICES	PIN FOR CASE ON SKID STEER	01-31-41-6211	34.16
00040		927434	06-Aug-18	MILBRADT	NEW BAR FOR CHAINSAW	01-31-41-6211	29.69
00970		1388-282398	09-Aug-18	O'REILLY AUTO PARTS	CASE FOR SKID STEER	01-31-41-6211	30.87
01550	P003098	313935375	24-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/24/18	01-31-41-6212	4.39
01550	P003098	313964527	31-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/30/18	01-31-41-6212	4.61
01550	P003098	313986111	07-Aug-18	ARAMARK UNIFORM SERVICES	W/O 8/6/18	01-31-41-6212	4.61
02287		081018	10-Aug-18	SCHOENBERG, RICHARD	ANNUAL FEE-LEAF SITE LEASE	01-31-41-6212	5,000.00
01352		59213	03-Aug-18	ST LOUIS COMPOSTING, INC.	DIRT FOR ASH TREE REMOVAL	01-31-41-6212	260.00
00593		15968	29-Jun-18	THE GREENWOOD GROUP LLC	MOWING OLIVE & 270	01-31-41-6212	1,215.82
00593		15976	29-Jun-18	THE GREENWOOD GROUP LLC	MOWING ROW	01-31-41-6212	44.82
00275		55031-62002 8/18	13-Jul-18	AMERENUE	STREET DEPT	01-31-41-6250	1,776.36
00275		55031-62002 8/18	13-Jul-18	AMERENUE	STREET LIGHTING	01-31-41-6251	10,099.91
01048		9811932736	01-Aug-18	VERIZON WIRELESS	STREETS	01-31-41-6253	117.20
02659		0347-000214159	31-Jul-18	JOHNNY ON THE SPOT #347	PORTA JOHNS @ 2 LOCATIONS	01-31-41-6266	102.00
00295		7327447	02-Aug-18	CARDIAC SCIENCE	AED BATTERY - SHOP	01-31-41-6271	238.80
00970		1388-281187	30-Jul-18	O'REILLY AUTO PARTS	CLEANER FOR SHOP	01-31-41-7301	32.28
01550	P003098	313935375	24-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/24/18	01-31-41-7308	63.82
01550	P003098	313964527	31-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/30/18	01-31-41-7308	67.00
01550	P003098	313986111	07-Aug-18	ARAMARK UNIFORM SERVICES	W/O 8/6/18	01-31-41-7308	67.00
00692		574740	10-Aug-18	ST LOUIS SAFETY, INC.	SAFETY ITEMS SHOP	01-31-41-7308	90.00
00880	P003078	PYMNT APP FINAL	14-Aug-18	INTUITION & LOGIC	STORMWATER DESIGN	01-31-41-7318	519.25
Health & Environment-3142							
02877		JUL 2018	31-Jul-18	ANIMAL CARE SERVICE INC	DEAD DEER REMOVAL	01-31-42-6214	125.00



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00631		517196	02-Aug-18	PERALES AE LAWN CARE LLC	HIGH WEEDS 200 S MASON	01-31-42-6215	912.50
00631		517197	02-Aug-18	PERALES AE LAWN CARE LLC	HIGH WEEDS 204 S. MASON	01-31-42-6215	912.50
01048		9811932736	01-Aug-18	VERIZON WIRELESS	H&W 7/2-8/1/18	01-31-42-6253	32.43
Parks-3143							
02676	P003107	1261-2500003960	06-Aug-18	EXCEL TEMPORARY SERVICES	W/O 7/30/18	01-31-43-6207	163.30
02676	P003107	1261-2500003959	06-Aug-18	EXCEL TEMPORARY SERVICES	W/O 7/30/18	01-31-43-6207	408.25
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	SW TRUSCK USB LINK	01-31-43-6210	174.75
00970		1388-282150	07-Aug-18	O'REILLY AUTO PARTS	VEHICLE INSP & OIL	01-31-43-6210	9.86
00970		1388-282097	07-Aug-15	O'REILLY AUTO PARTS	TRUCK #209 FRONT BRAKES	01-31-43-6210	25.46
00970		1388-281505	02-Aug-18	O'REILLY AUTO PARTS	TRUCK #317 OIL FILTER	01-31-43-6210	5.37
02718		3011519265	03-Aug-18	RUSH TRUCK CENTER	TRUCK #317 PARTS	01-31-43-6210	39.69
00712		W35025	03-Aug-18	BOBCAT COMPANY	PLUG FOR MILLER ON BOBCAT	01-31-43-6211	18.75
00826		2451285	10-Aug-18	CREST INDUSTRIES, INC.	FITTINGS FOR SALT SPREADER	01-31-43-6211	14.97
00238		PSO007793-1	09-Aug-18	LUBY EQUIPMENT SERVICES	PIN FOR CASE ON SKID STEER	01-31-43-6211	11.39
00040		927434	06-Aug-18	MILBRADT	NEW BAR FOR CHAINSAW	01-31-43-6211	9.90
00970		1388-282398	09-Aug-18	O'REILLY AUTO PARTS	CASE FOR SKID STEER	01-31-43-6211	10.29
02779	P003108	1245	09-Aug-18	MUNIE OUTDOOR SERVICES	PARKS MOWING	01-31-43-6212	5,412.48
00275		55031-62002 8/18	13-Jul-18	AMERENUE	PARKS DEPARTMENT	01-31-43-6250	768.42
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PARKS	01-31-43-6253	32.43
02659		0347-000214159	31-Jul-18	JOHNNY ON THE SPOT #347	PORTA JOHNS @ 2 LOCATIONS	01-31-43-6266	102.00
00295		7327447	02-Aug-18	CARDIAC SCIENCE	AED BATTERY - SHOP	01-31-43-6271	79.60
01550	P003098	313935375	24-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/24/18	01-31-43-7308	21.27
01550	P003098	313964527	31-Jul-18	ARAMARK UNIFORM SERVICES	W/O 7/30/18	01-31-43-7308	22.34
01550	P003098	313986111	07-Aug-18	ARAMARK UNIFORM SERVICES	W/O 8/6/18	01-31-43-7308	22.34
00692		574740	10-Aug-18	ST LOUIS SAFETY, INC.	SAFETY ITEMS SHOP	01-31-43-7308	30.00
Planning-3211							
02433	P002993	18-5011	29-Jun-18	THD DESIGN GROUP, INC.	11921 OLIVE & 942 ORCHARD LAKE	01-32-11-6203	2,900.00
00126		INV0254000	15-Aug-18	ROTOLITE	PLOTTER PAPER	01-32-11-6213	47.90
01048		9811932736	01-Aug-18	VERIZON WIRELESS	PLANING 7/2-8/1/18	01-32-11-6253	106.29
00303		743882852	01-Aug-18	MISSOURI LAWYERS MEDIA	PH SIGN REGULATIONS 8/1	01-32-11-6260	44.08
00303		743882853	01-Aug-18	MISSOURI LAWYERS MEDIA	PH PKWY BAPTIST 124650 OLIVE	01-32-11-6260	46.40
00303		743882854	01-Aug-18	MISSOURI LAWYERS MEDIA	PH PRIORY 500 S MASON	01-32-11-6260	46.40
01117		080918	09-Aug-18	MoCCFOA MEMBERSHIP-STATE	MONTHLY MEETING J. STUTTE	01-32-11-6261	16.00
01113		1910	29-Jun-18	TAB ST LOUIS	FOLDERS FOR P&Z AND BOA	01-32-11-7304	450.50
Building Inspections-3261							
01048		9812202349	04-Aug-18	VERIZON WIRELESS	INSPECTORS PHONES AND TABLETS	01-32-61-6253	320.08
01048		9811932736	01-Aug-18	VERIZON WIRELESS	BUILDING 7/2-8/1/18	01-32-61-6253	232.36
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	RESIDENTIAL SIGNS	01-32-61-7304	130.10
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	SIGNS	01-32-61-7304	185.17
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	RETAINING WALL SIGNS	01-32-61-7304	588.75
Capital Fund-02							
00880	P002985	PYMNT APP #5	14-Aug-18	INTUITION & LOGIC	ENGINEERING DESIGN SERVICES	02-61-71-9509-17515	292.50
00023		12205515	31-Jul-18	FRED WEBER	MICRO PREP - HAVENVIEW	02-61-71-9510	455.65



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00023		12208119	09-Aug-18	FRED WEBER	MICROP PREP HAVEN VIEW	02-61-71-9510	530.67
01981	P003059	19492	14-Aug-18	E MEIER CONTRACTING	LADUE ROAD REPAIRS	02-61-71-9510-18601	35,686.00
00606	P002944	PYMNT APP #8	04-Aug-18	HORNER & SHIFRIN INC	EMERSON ROAD DESIGN SERVICES	02-61-71-9510-18701	1,182.50
01981		19492-2	14-Aug-18	E MEIER CONTRACTING	ASPHALT REPAIRS LADUE RD	02-61-71-9510-19601	1,214.00
01360	P003131	18-390-B	19-Jul-18	FORD ASPHALT COMPANY INC	GRAESER LN CUL-DE-SAC REPAIRS	02-61-71-9510-19601	11,385.00
02848	P003137	025-231187	18-Jul-18	TYLER TECHNOLOGIES	CONTRACT TOTAL- SOFTWARE PHASE	02-61-71-9516	4,020.00
Ice Arena-1431							
00344		1002755243	26-Jul-18	BRIDGESTONE GOLF, INC.	BALLS RESALE	06-00-00-1625	208.00
00121		929472588	31-Jul-18	CALLAWAY GOLF	BALLS RESALE	06-00-00-1625	552.54
00121		919490383	06-Aug-18	CALLAWAY GOLF	BALLS RESALE	06-00-00-1625	111.36
00121		929508008	10-Aug-18	CALLAWAY GOLF	APPAREL RESALE	06-00-00-1628	549.36
00195		16960	15-Aug-18	ALARM 24, INC.	DRC ALARM MONITORING FEES	06-14-31-6202	60.00
00048		222996	31-Jul-18	PAVYER	BLADE SHARPENING	06-14-31-6211	51.10
02707		1807	07-Aug-18	A PLUS PLUMBING AND DRAIN, LLC	REPAIR WATER FOUNT & SINKS	06-14-31-6212	325.00
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	HOSE	06-14-31-6212	128.51
00081		9869901216	08-Aug-18	GRAINGER	AIR FILTERS	06-14-31-6212	51.96
01048		9811932736	01-Aug-18	VERIZON WIRELESS	ICE RINK 7/2-8/1/18	06-14-31-6253	104.68
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2018 NRPA HOTEL RESERVATION	06-14-31-6261	104.93
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	2018 ANNUAL NRPA CONFERENCE	06-14-31-6261	282.50
00867		124513	29-Jun-18	MURPHY	REPAIR WORK COMPRESSOR ALARMS	06-14-31-6268	2,856.00
01550		314010291	14-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS &TOWELS WKLY SVS	06-14-31-7301	9.51
01550		314034767	21-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS & TOWELS WKLY SERVICE	06-14-31-7301	9.51
00081		9869901232	08-Aug-18	GRAINGER	PAINT SUPPLIES ICE RINK	06-14-31-7301	100.50
00081		9869901224	08-Aug-18	GRAINGER	PAINT SUPPLIES	06-14-31-7301	6.69
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FILE HOLDER FOR DESK	06-14-31-7304	19.99
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FILE FOLDER HOLDER	06-14-31-7304	34.48
01550		314010291	14-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS &TOWELS WKLY SVS	06-14-31-7308	7.08
01550		314034767	21-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS & TOWELS WKLY SERVICE	06-14-31-7308	7.08
Golf Maintenance-1432							
02907		15462	05-Aug-18	WILDLIFE COMMAND CENTER	1 BEAVER TRAPPED/REPL TRAP	06-14-32-6202	299.90
02907		15616	11-Aug-18	WILDLIFE COMMAND CENTER	(1) BEAVER CAUGHT	06-14-32-6202	150.00
02907		5789	18-Aug-18	WILDLIFE COMMAND CENTER	BEAVER CAUGHT	06-14-32-6202	149.99
02907		15702	15-Aug-18	WILDLIFE COMMAND CENTER	BEAVER CAUGHT	06-14-32-6210	149.99
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	SOIL SAMPLE DELIVERY CHARGE	06-14-32-6212	23.43
00660		12102	08-Aug-18	KEEVEN BROTHERS, INC.	ZOYSIA SOD	06-14-32-6212	428.50
00175		1182498-00	07-Aug-18	MTI DISTRIBUTING, INC.	TINES	06-14-32-6212	138.30
00173		IN151557	06-Aug-18	SUPREME TURF PRODUCTS	STAKES AND ROPE	06-14-32-6212	235.00
01048		9811932736	01-Aug-18	VERIZON WIRELESS	GOLF MAINT 7/2-8/1/18	06-14-32-6253	52.34
01415		INV0028577	07-Aug-18	GREENSPRO, INC.	INSECTICIDE	06-14-32-7303	220.00
00066		000290654	30-Jun-18	FROESEL OIL	UNLEADED GASOLINE	06-14-32-7307	564.54
Pro Shop-1433							
00195		16960	15-Aug-18	ALARM 24, INC.	DRC ALARM MONITORING FEES	06-14-33-6202	60.00
00224		8007718	10-Aug-18	METROPOLITAN AMATEUR GOLF ASSOCIATION	MAGA REGISTRATION HANDICUP	06-14-33-6202	20.00



City of Creve Coeur
Invoices Paid 8/11/17 to 8/24/17

Vendor	PurchaseOrder	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00121		929472588	31-Jul-18	CALLAWAY GOLF	BALLS RESALE	06-14-33-8324	0.18
00121		919490383	06-Aug-18	CALLAWAY GOLF	BALLS RESALE SHIPPING	06-14-33-8324	0.12
00121		929508008	10-Aug-18	CALLAWAY GOLF	APPAREL RESALE	06-14-33-8325	0.01
01984	P003126	134983	31-Jul-18	PNC EQUIPMENT FINANCE	GOLF CART LEASE JUL-OCT 18	06-14-33-9503	4,800.00
Snack Bar-1434							
01550		314010291	14-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS &TOWELS WKLY SVS	06-14-34-7301	2.26
01550		314034767	21-Aug-18	ARAMARK UNIFORM SERVICES	UNIFORMS & TOWELS WKLY SERVICE	06-14-34-7301	2.26
01140		57105	07-Aug-18	ARCHWAY BOWLING & TROPHY	TOURNEY TROPHIES	06-14-34-7304	16.00
00080		3791	13-Aug-18	DIERBERGS	PAPER TOWELS / CONCESSIONS	06-14-34-7304	17.58
00134		02741946 8/18	05-Aug-18	BANK OF AMERICA	FOOD RESALE/JR CAMP	06-14-34-8315	128.83
00080		3791	13-Aug-18	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	50.42
00080		3791	13-Aug-18	DIERBERGS	FOOD RESALE	06-14-34-8315	24.76
02632		3664641	03-Aug-18	PERFORMANCE FOOD GROUP, INC.	SNACKS/FOOD RESALE	06-14-34-8315	520.87
01471		104032	26-Jul-18	RL MUELLER NATIONAL DIST., INC.	FOOD RESALE/SNACKS	06-14-34-8315	103.15
00001	P003081	740959	14-Aug-18	GREY EAGLE	BEER FOR RESALE	06-14-34-8316	716.60
00001		740959-2	14-Aug-18	GREY EAGLE	BEER RESALE	06-14-34-8316	48.60
01491		68198178	31-Jul-18	FARMER BROS. COFFEE	COFFEE RESALE	06-14-34-8317	121.02
02776	P003142	5989203522	26-Jul-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE BEVERAGES FOR RESALE	06-14-34-8317	656.71
02776	P003142	6051203365	09-Aug-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE BEVERAGES FOR RESALE	06-14-34-8317	777.21
02632		3664641	03-Aug-18	PERFORMANCE FOOD GROUP, INC.	SNACKS/FOOD RESALE	06-14-34-8319	80.22
01471		104032	26-Jul-18	RL MUELLER NATIONAL DIST., INC.	FOOD RESALE/SNACKS	06-14-34-8319	59.20
01471		104032	26-Jul-18	RL MUELLER NATIONAL DIST., INC.	FOOD RESALE/SNACKS	06-14-34-8321	28.25
Sewer Lateral Fund-11							
00188		080818	03-Jul-18	REFLIP, LLC	SEWER LATERAL REFLIP	11-61-93-9315	1,920.00
00188		080818P	08-Aug-18	REISSIG, DAVID	SEWER LATERAL REISSIG	11-61-93-9315	1,045.83
Police Building Fund-15							
02765	P003030	34725	15-Aug-18	ARCHIMAGES, INC.	POLICE BUILDING DESIGN &	15-61-71-6203-17107	8,427.84
01417	P002933	118963P	30-Jun-18	GEOTECHNOLOGY, INC.	MATERIALS TESTING & QUALITY	15-61-71-6203-17107	1,545.30
01417	P002933	119628P	30-Jun-18	GEOTECHNOLOGY, INC.	MATERIALS TESTING & QUALITY	15-61-71-6203-17107	3,839.90
02735	P002842	16063000021	31-Jul-18	PARIC CORPORATION	OWNERS REP SERVICES FOR PROPOS	15-61-71-6203-17107	10,375.00
02823		071818	18-Jul-18	UMB BANK, N.A.	GO BOND INTEREST PAYMENT	16-61-71-8410	145,703.13
Public Safety							
00073		NMM2688	24-Jul-18	CDW-G	IPAD ADMIN COMMANDER	19-21-23-7331	946.30

341,054.16



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

Meeting: 08/27/18 07:00 PM
Department: Police Department
Category: Ordinance
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

ORDINANCE

**Amended Bill No. 5724 - an Ordinance Amending Chapter
205, Article III of the Creve Coeur Municipal Code Regarding
Deer Control. Final Reading and Passage**

Several amendments to the city's bow hunting regulations are proposed in follow up to recent City Council discussion.

Ordinance

Meeting of August 27, 2018

AMENDED BILL NO. 5724

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 205, ARTICLE III OF THE
CREVE COEUR MUNICIPAL CODE REGARDING DEER CONTROL.**

WHEREAS, the City of Creve Coeur has a deer control policy to protect the public safety;
and

WHEREAS, the City Council has determined that changes should be made to that policy;
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. Chapter 205, Article VIII, is hereby amended to read as follows:

Section 205.300 **Definitions.**

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

As used in this Article, the following terms shall have these prescribed meanings:

ARCHERY DEVICE

Any longbow or compound bow or crossbow.

CROSSBOW

A device for discharging quarrels, bolts, or arrows, formed of a bow set crosswise on a stock, usually drawn by means of a mechanism and discharged by the release of a trigger.

FIREARM

1. The term "firearm", as is used in this Article, means any rifle, shotgun, weapon or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun barrel, tube, pipe, cylinder or similar device by the action of any explosive. The term "firearm" shall not apply to devices used exclusively for commercial, industrial or vocational purposes.

2. The term "projectile weapon" means any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

UNDER THE INFLUENCE

AMENDED BILL NO. 5724

ORDINANCE NO. _____

Shall be defined by the State regulation applied to motor vehicle operation.

Section 205.305 Regulations.

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

A. Establishing regulations of hunting within the corporate limits of the City of Creve Coeur during deer hunting season set by the Department of Conservation or such other specific time authorized by the City of Creve Coeur.

1. Discharging or releasing arrows from archery devices within the City limits is limited to hunting permitted under this Article.

2. Prior to any hunting activity under this Section, the property owner shall notify the Creve Coeur Police Department of his or her intent to hunt on his or her property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates and times of the proposed hunting, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a notification of intent to hunt form and return said form to the Police Department prior to engaging in or permitting any hunting activity on his or her property, with all related consent documents attached thereto.

3. All current laws of the State of Missouri regarding hunting shall be obeyed within the corporate limits of Creve Coeur, including but not limited to all State regulations issued by the Missouri Department of Conservation.

4. Permission to hunt.

a. It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the aforesaid devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying or discharging such a device while in the immediate presence of the owner, lessee, or person in charge of said premises or property.

b. In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in charge of any premises or property to set the parameters under which

AMENDED BILL NO. 5724

ORDINANCE NO. _____

any person may hunt upon any such premises or property under the control of the owner, lessee, or person in charge.

c. Each hunter on any property upon which the permission to hunt has been granted shall be held responsible for the actions of such other persons to whom such permission has been granted for the same time period by the landowner, lessee, or person in charge.

d. No person without lawful authority, or without the expressed or implied consent of the owner, lessee or his/her agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Creve Coeur; or being upon the property of another shall fail or refuse to leave such property when requested to do so by the owner, lessee, or person in charge of said property.

e. Contiguous neighbors must be notified in writing by the property owner and the property owner must be able to show the appropriate documentation of receipt of the notification of the dates and time periods of the hunts. For purposes of this Subsection, "contiguous" shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur. Lots separated by streets, common areas, or other public thoroughfares shall not be considered contiguous.

5. In addition to any requirements imposed by Missouri Department of Conservation regulations, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling the Creve Coeur Police Department during normal business hours or by delivering written notification to the Police Chief.

6. Prior to discharging an archery device intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.

7. Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or the parking of a vehicle in any manner otherwise prohibited by the City Code.

8. Prior to hunting within the City limits of Creve Coeur, every individual seeking to hunt shall provide to the Police Department a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

Section 205.310 Specific **Actions Prohibited/Required.**

AMENDED BILL NO. 5724

ORDINANCE NO. _____

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

A. It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.

B. It shall be unlawful for any person to discharge an archery device at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building that is within the range of discharge, including a safety margin of at least seventy-five (75) feet.

C. It shall be unlawful for any person to discharge an archery device within one hundred fifty (150) yards of the property line of any church, school, park, or playground unless the owner of such property has provided express written consent to such discharges of closer proximity at specified dates and time periods. It shall be unlawful for any person to discharge an archery device, within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the owner of such property has provided express written consent to such discharges of closer proximity at specified dates and time periods. Any such consent may be revoked at any time in the discretion of the person providing same, whether orally or in writing.

D. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.

E. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within seventy-five (75) feet of any front yard property line.

F. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public right-of-way.

G. All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet to any side or rear property line.

H. No hunting is authorized on tracts of land under one (1) acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge

AMENDED BILL NO. 5724

ORDINANCE NO. _____

restrictions contained in Subsections **(E)** and **(G)** herein. All other provisions of the Deer Control Policy shall apply to combined lots.

I. It shall be unlawful for any person under the age of eighteen (18) years old to hunt deer within the City limits of Creve Coeur.

J. No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in hunting activities within the City limits of Creve Coeur.

Section 205.315 Deer **Retrieval.**

[Ord. No. 5226 §1, 10-10-2011]

A. Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession.

B. This Section does not authorize the act of trespass.

C. It shall be the hunter's responsibility to immediately notify any property owner, other than the specific property owner who previously authorized the hunt, of the fact that an injured or dead deer is located on his or her property.

D. It shall be the hunter's responsibility to obtain the permission of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search and retrieval of the deer.

E. In the event that a hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation and the Police Department.

Section 205.320 **Field Cleaning.**

[Ord. No. 5226 §1, 10-10-2011]

A. Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing the animal.

B. Any person who kills any deer while hunting shall take all precautionary measures to avoid field dressing the deer in a public or conspicuous location.

C. Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in plastic bags in private trash depositories, or by

AMENDED BILL NO. 5724

ORDINANCE NO. _____

other appropriate means. Nothing contained herein shall authorize the illegal dumping of solid waste or authorize the illegal dumping of bio-hazardous waste.

D. The transportation of a carcass along any public right-of-way is prohibited, unless it is covered or hidden from public view.

SECTION 2. 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.

DR. SCOTT SAUNDERS,
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2018.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 8, 2018

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: Staff Memo-Deer Ordinance Revision

Based on the discussion and information from our last City Council meeting and at the direction of the City Council, and with the assistance from Mr. Lumley, I am submitting a revision of our current Deer Hunting Ordinance. Here are some of the changes that are in the new ordinance:

- Lowering the liability insurance and/or indemnity bond in an amount not less than one million dollars (\$1,000,000.00) from two million dollars (\$2,000,000.00).
- Contiguous neighbors-shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur.
- Hunters who successfully harvests a deer within two (2) business days by calling the Creve Coeur Police department during normal business hours or by delivering written notification to the Chief of Police.
- Hunters shall provide to the Police department a certificate of completion of an archery device hunter safety course as approved by the Missouri Department of Conservation.
- It shall be unlawful for any person to discharge an archery device within one hundred fifty (150) yards of the property line of any church, school, park, or playground unless the owner of such property has provided express written consent to such discharges of closer proximity at specified dates and time periods. It shall be unlawful for any person to discharge an archery device within (30) yards of any dwelling, building, structure, or vehicle, unless the owner of such property has provided express written consent to such discharges of closer proximity to specified dates and time periods. Any such consent may be revoked at any time at the discretion of the person providing same, whether orally or in writing.

The Police department feels that these changes will enhance the opportunity for hunters and still maintain a safe environment for all.

A handwritten signature in black ink, appearing to read "Glenn Eidman".

Glenn Eidman
Chief of Police



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

Meeting: 08/27/18 07:00 PM
Department: Public Works Department
Category: Ordinance
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Bill No. 5726 - an Ordinance Regarding Installation of Fire Hydrants in the City of Creve Coeur. Final Reading and Passage

The proposed Ordinance identifies the installation of Fire Hydrants as a permitted use of City rights of way. Additionally it allows for administrative approval of new Fire Hydrants through the permitting process.

Ordinance

Meeting of August 27, 2018

BILL NO. 5726

ORDINANCE NO. _____

**AN ORDINANCE REGARDING INSTALLATION OF FIRE
HYDRANTS IN THE CITY OF CREVE COEUR.**

WHEREAS, the City of Creve Coeur cooperates with utilities and fire protection districts to protect public safety, and

WHEREAS, the City Council has determined that approval of installations of fire hydrants can be accomplished more efficiently, and that an amendment to the Municipal Code will facilitate such efficiency, 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. Section 515.010 of the Municipal Code of the City of Creve Coeur is hereby amended as follows:

Section 515.010. Obstructions in Public Right-of-way.

[R.O. 2008 §24-1; Ord. No. 977 §1(3.25), 1-5-1981; Ord. No. 5474 §1, 5-23-2016]

A.

No person shall make any excavation in, modification to, or place any obstruction in or upon a public street or public right-of-way without approval from the City and, if applicable, other lawful authorities. Such approval shall be in the form of a right-of-way permit. Fees for a right-of-way permit are set forth in Appendix A.¹

[1]

Editor's Note: Appendix A is included as an attachment to this Chapter.

B.

Before any excavation is made or sidewalks, curbs, gutters, driveway entrances, street lights, or **fire hydrants or other** utility connections are constructed or installed in a public street or public right-of-way, a right-of-way permit shall be obtained from the City Public Works Department by the property owner or his/her representative. No other improvements or items shall be made or installed within a public street or public right-of-way, including but not limited to walls, fences, irrigation systems, and "invisible" electric dog fences. Such permit shall only be issued if the proposed excavation, construction or installation is consistent with sound traffic management, applicable City, State, and Federal laws, and public safety. Any required building permit and permits or approvals from other lawful authorities must also be separately obtained, and the City may withhold its approval of the right-of-way permit until such other lawful authorities have approved the proposed project or use.

C.

BILL NO. 5726

ORDINANCE NO. _____

A mailbox in a standard location with a base not exceeding 30 inches in any dimension may be installed without permit for each property in accordance with United States Postal Services requirements.

D.

Any permitted construction or installation shall remain solely by license revocable hereunder. Any construction or installation made in any public street or public right-of-way with or without permit shall be removed and/or relocated upon demand by the City. Upon failure of the property owner to remove and/or relocate any such item, the City may proceed with removal and shall have a lien for any and all costs against the involved property.

E.

Work within public streets or public right-of-way shall be completed solely as described and authorized by permit issued hereunder. Any areas disturbed by an installation hereunder shall be promptly restored, including replanting or replacement of grass, landscaping, or other improvements, as directed by the City.

F.

Facilities subject to Section **515.030** et seq. are not subject to this Section.

SECTION 2. The City Council hereby authorizes the Public Works Director to order and approve the installation, relocation, or removal of fire hydrants and appurtenant facilities pursuant to the terms of the applicable tariffs of Missouri American Water Company and its successors, and applicable laws and regulations, as he or she may determine to be necessary or advisable, without the need for any further action or enactment of legislation by the City Council.

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.

DR. SCOTT SAUNDERS
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



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

Meeting: 08/27/18 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5727 - an Ordinance Authorizing a Master Sign Plan
for Saint Louis Priory School Located at 500 South Mason
Road, Zoned He-Higher Education District. First Reading**

Daniel Kirchhoff, Engraphix Architectural Signage, on behalf of Saint Louis Priory School located at 500 S. Mason Road, has submitted an application for a master sign plan, pursuant to Section 405.950.J. Master Sign Plans. The proposal would allow for replacement monument signs at the two entrances along Mason Road and one at Conway Road. Section 405.950.J. Master Sign Plans provides for 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 Planning and Zoning Commission recommended approval on August 20, 2018.

Ordinance

Meeting of August 27, 2018

BILL NO. 5727

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A MASTER SIGN PLAN FOR
SAINT LOUIS PRIORY SCHOOL LOCATED AT 500 SOUTH MASON ROAD,
ZONED HE-HIGHER EDUCATION DISTRICT**

WHEREAS, Daniel Kirchhoff, Engraphix Architectural Signage, has submitted an application for a master sign plan for the Saint Louis Priory School, located at 500 S. Mason Road, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to allow for the replacement of the monument signs at the two entrances along Mason Road and one at Conway Road, as well as to memorialize all existing signage on the Campus; and

WHEREAS, the boundaries of the Master Signage Plan will be for the entire school campus including all existing and proposed signage, except as modified herein, as demonstrated in the "Master Signage 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 August 20, 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 5-0 vote, recommended approval of the master sign plan, subject to the conditions contained herein, at its meeting on August 20, 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 Saint Louis Priory School campus, generally located at 500 S. Mason Road, in the HE-Higher Education zoning district whose legal description is as follows:

A tract of land being part of Section 8 and part of Section 17, Township 45 North - Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the South right-of-way line of Conway Road, 60 feet wide, with the West line of "Sheffield", a subdivision according to the plat thereof recorded in Plat Book 270, Page 5 of the St. Louis County Records; thence South 00 degrees 56 minutes 00 seconds East 1368.78 feet along said West line of "Sheffield" to the Southwest corner thereof; thence South 89 degrees 01 minute 00 seconds East 727.65 feet along the South line of said "Sheffield" to the Southwest corner of "Twin Creek Road Plat No. 2", a subdivision according to the plat thereof

BILL NO. 5727

ORDINANCE NO. _____

recorded in Plat Book 158, Pages 52 and 53 of the St. Louis County Records; thence North 89 degrees 56 minutes 00 seconds East 750.00 feet along the South line of said "Twin Creek Road Plat No. 2" to a point; thence South 00 degrees 46 minutes 00 seconds East 1335.32 feet to the North line of property conveyed to Centre Park Forty associates by deed recorded in Book 7634, Page 2493 of the St. Louis County Records; thence South 89 degrees 57 minutes 00 seconds West 750.00 feet along said North line of Centre Park Forty Associates property and along the North line of "Auto Club Center/Mason Ridge Office Park Amended Plat", a subdivision according to the plat thereof recorded in Plat Book 195, Page 34 of the St. Louis County Records to a point; thence South 88 degrees 37 minutes 21 seconds West 1471.35 feet and North 89 degrees 25 minutes 48 seconds West 1102.93 feet along said North line of "Auto Club Center of Ridge Office Park Amended Plat", and along the North line of property conveyed to Chapel Hill Partners by deed recorded in Book 7466, Page 248 of the St. Louis County Records, and along the North line of property conveyed to Chapel Hill Investment Company by deed recorded in Book 8268, Page 2033 of the St. Louis County Records to the East right-of-way line of Mason Road, varying widths; thence Northwardly along said East right-of-way line of Mason Road, varying widths, the following courses and distances: North 09 degrees 00 minutes 49 seconds West 92.24 feet, North 11 degrees 52 minutes 32 seconds West 200.25 feet. South 80 degrees 59 minutes 13 seconds West 25.00 feet, and North 09 degrees 01 minute 05 seconds West 1262.58 feet to the intersection of said East right-of-way line of Mason Road, varying widths, with the Westwardly prolongation of the South line of "Broadview Farm", a subdivision according to the plat thereof recorded in Plat Book 166, Page 85 of the St. Louis County Records; thence South 89 degrees 36 minutes 00 seconds East 863.30 feet along said prolongation and along said South line of "Broadview Farm" to the Southeast corner of Lot 10 of said "Broadview Farm"; thence North 00 degrees 28 minutes 00 seconds West 208.n feet along the East line of said Lot 10 to the Southwest corner of Lot 11 of said "Broadview Farm"; thence South 89 degrees 36 minutes 00 seconds East 208.73 feet along the South line of said Lot 11 to the Southeast corner thereof; thence North 00 degrees 28 minutes 00 seconds West 1024.01 feet along the East line of said "Broadview Farm" to said South right-of-way line of Conway Road, 60 feet wide; thence South 89 degrees 10 minutes 00 seconds East 1022.50 feet along said South right-of-way line to the point of beginning and containing 1-15.1 acres according to calculations by Volz Engineering & Surveying, Inc., on October 1, 1992.

SECTION 2: Such approval of the Master Signage Plan for the Saint Louis Priory School campus shall be subject to the following conditions:

1. The Applicant shall follow the Master Signage Plan received August 13, 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 permits for the proposed new monument signs referred to in the Master Sign Plan. The monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.
3. Staff may authorize additional incidental signs that are in keeping with the overall character and purpose of the Master Sign Plan, provided that they are internal to the campus, and not visible from the public right-of-way. 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

BILL NO. 5727

ORDINANCE NO. _____

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2018

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Client:

SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:

MASTER SIGNAGE PLAN

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Date:

July 19, 2018
August 10, 2018

Sheet #

01.b





1/4" THICK ALUMINUM LETTERS
PAINTED BLACK WITH SATIN CLEAR COAT FINISH
MOUNTED ON SOFFIT ABOVE DOOR
WITH STUDS AND SILICONE ADHESIVE



1/4" THICK ALUMINUM LETTERS
PAINTED BLACK WITH SATIN CLEAR COAT FINISH
MOUNTED ON SOFFIT ABOVE DOOR
WITH STUDS AND SILICONE ADHESIVE



1 BACK ENTRANCE @ SWITZER HOUSE



2 BACK ENTRANCE @ SWITZER HOUSE

Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
MASTER SIGNAGE PLAN

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Date:
July 19, 2018

Sheet #
02.a



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
Fax: 314.781.4122

Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
MASTER SIGNAGE PLAN

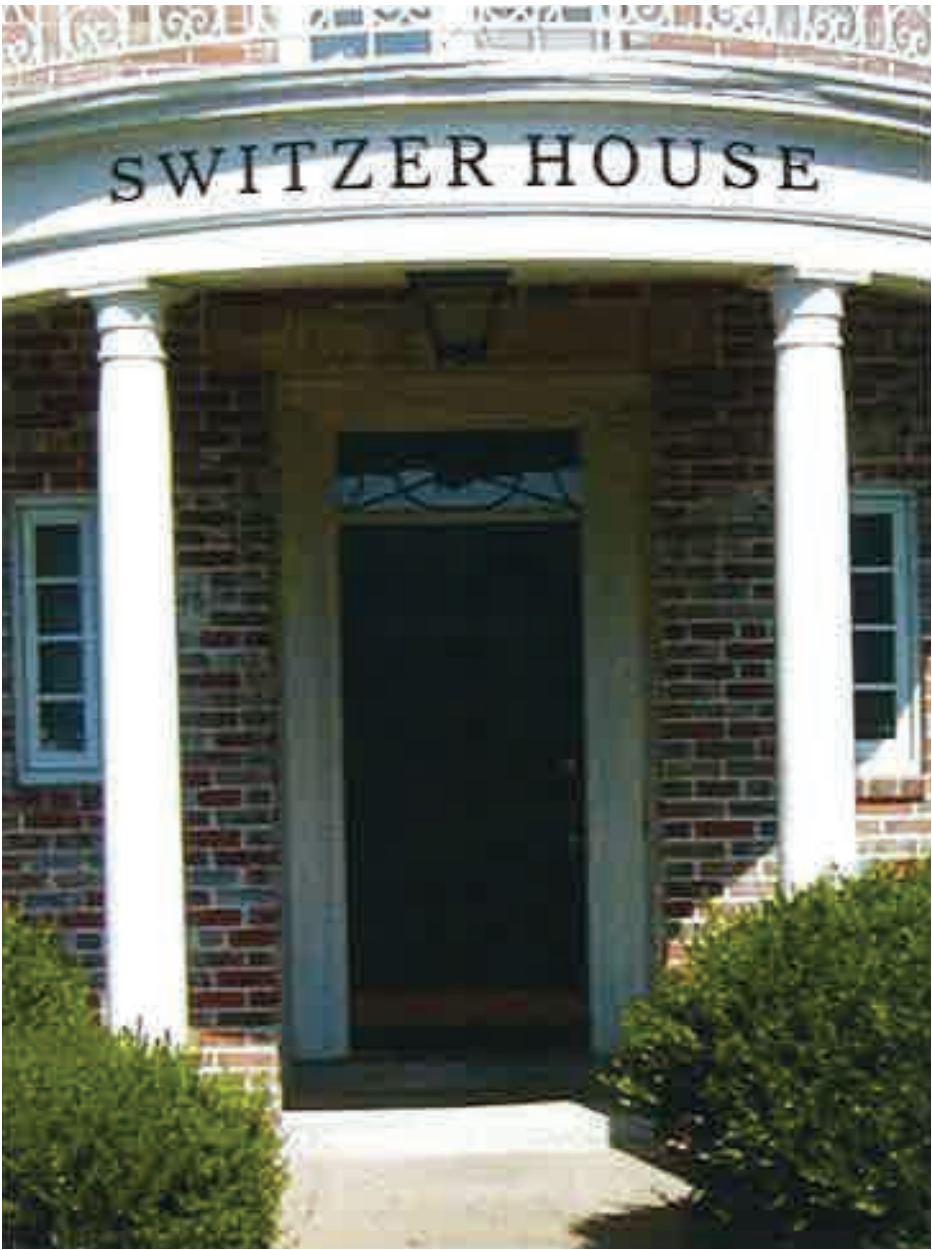
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July 19, 2018

Sheet #
03.a

60"
4"
SWITZER HOUSE

1/4" THICK ALUMINUM LETTERS
PAINTED BLACK WITH SATIN CLEAR COAT FINISH
MOUNTED ON SOFFIT ABOVE DOOR
WITH STUDS AND SILICONE ADHESIVE



3 FRONT ENTRANCE @ SWITZER HOUSE



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
Fax: 314.781.4122

Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

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July 19, 2018

Sheet #
04.a



SHIELD:
1/4" THICK ALUMINUM BACK PLATE PAINTED PMS 282c
1/8" THICK ALUMINUM FRONT PLATE WITH ROUTED DETAIL
AND PAINTED INFILL COLORS - PMS 485c RED, PMS 116c YELLOW,
AND PMS 282c BLUE
LETTERS:
1/4" THICK ALUMINUM PAINTED BLACK
ALL:
SATIN CLEAR COAT FINISH MOUNTED TO BRICK WALL
WITH STANDOFF STUDS AND SILICONE ADHESIVE



4 ENTRANCE @ HIGH SCHOOL



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
Fax: 314.781.4122

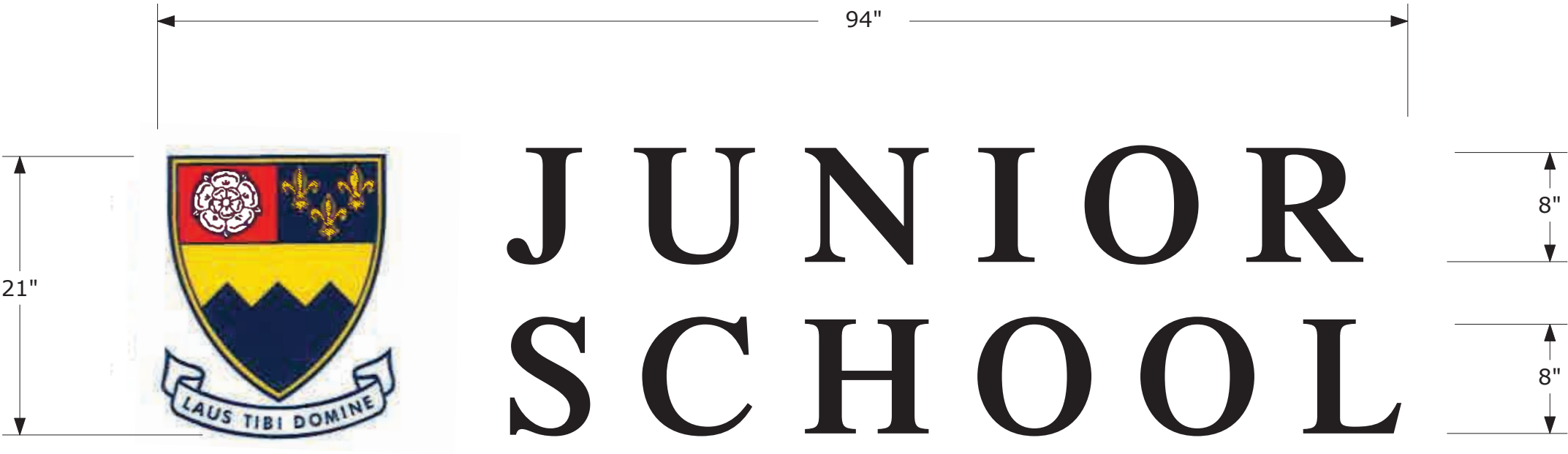
Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
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05.a



SHIELD:
1/4" THICK ALUMINUM BACK PLATE PAINTED PMS 282c
1/8" THICK ALUMINUM FRONT PLATE WITH ROUTED DETAIL
AND PAINTED INFILL COLORS - PMS 485c RED, PMS 116c YELLOW,
AND PMS 282c BLUE
LETTERS:
1/4" THICK ALUMINUM PAINTED BLACK
ALL:
SATIN CLEAR COAT FINISH MOUNTED TO BRICK WALL
WITH STANDOFF STUDS AND SILICONE ADHESIVE



5 ENTRANCE @ JUNIOR SCHOOL



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
Fax: 314.781.4122

Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
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06.a



SHIELD:
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1/8" THICK ALUMINUM FRONT PLATE WITH ROUTED DETAIL
AND PAINTED INFILL COLORS - PMS 485c RED, PMS 116c YELLOW,
AND PMS 282c BLUE
LETTERS:
1/4" THICK ALUMINUM PAINTED BLACK
ALL:
SATIN CLEAR COAT FINISH MOUNTED TO BRICK WALL
WITH STANDOFF STUDS AND SILICONE ADHESIVE



6 ENTRANCE @ GYMNASIUM



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
Fax: 314.781.4122



SHIELD:
1/4" THICK ALUMINUM BACK PLATE PAINTED PMS 282c
1/8" THICK ALUMINUM FRONT PLATE WITH ROUTED DETAIL
AND PAINTED INFILL COLORS - PMS 485c RED, PMS 116c YELLOW,
AND PMS 282c BLUE
LETTERS:
1/4" THICK ALUMINUM PAINTED BLACK
ALL:
SATIN CLEAR COAT FINISH MOUNTED TO BRICK WALL
WITH STANDOFF STUDS AND SILICONE ADHESIVE



7 ENTRANCE @ MONASTERY

Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
MASTER SIGNAGE PLAN

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07.a

Client:

SAINT LOUIS PRIORY SCHOOL
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July 19, 2018

Sheet #

08.a

← 57" →

DINING HALL

4-1/2"

1/4" THICK ALUMINUM LETTERS
PAINTED BLACK WITH SATIN CLEAR COAT FINISH
MOUNTED ON SOFFIT ABOVE DOOR
WITH STUDS AND SILICONE ADHESIVE



8

ENTRANCE @ DINING HALL



9 DOUBLE-FACED POST & PANEL SIGN



10 SINGLE-FACED POST & PANEL SIGN

Client:

SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:

MASTER SIGNAGE PLAN

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09.a



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Project:
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10.a



11 DOUBLE-FACED POST & PANEL SIGN



12 SINGLE-FACED POST & PANEL SIGN

Client:

SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:

MASTER SIGNAGE PLAN

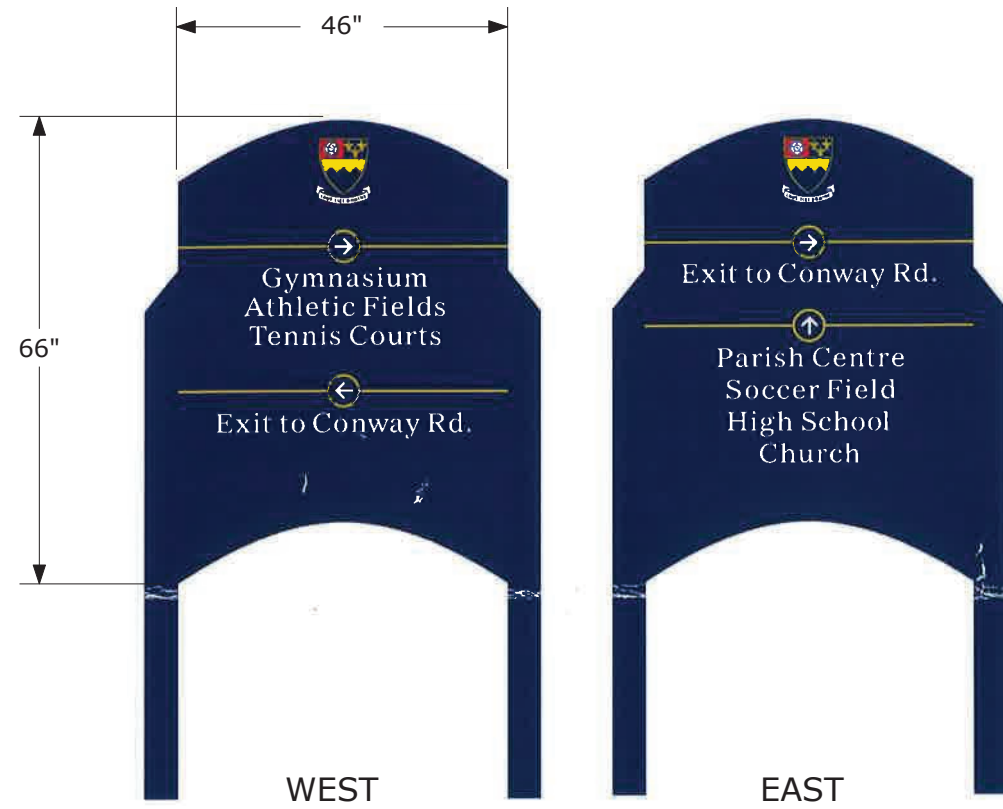
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11.a



13 DOUBLE-FACED POST & PANEL SIGN



14 DOUBLE-FACED POST & PANEL SIGN



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St. Louis, Missouri 63144
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Fax: 314.781.4122

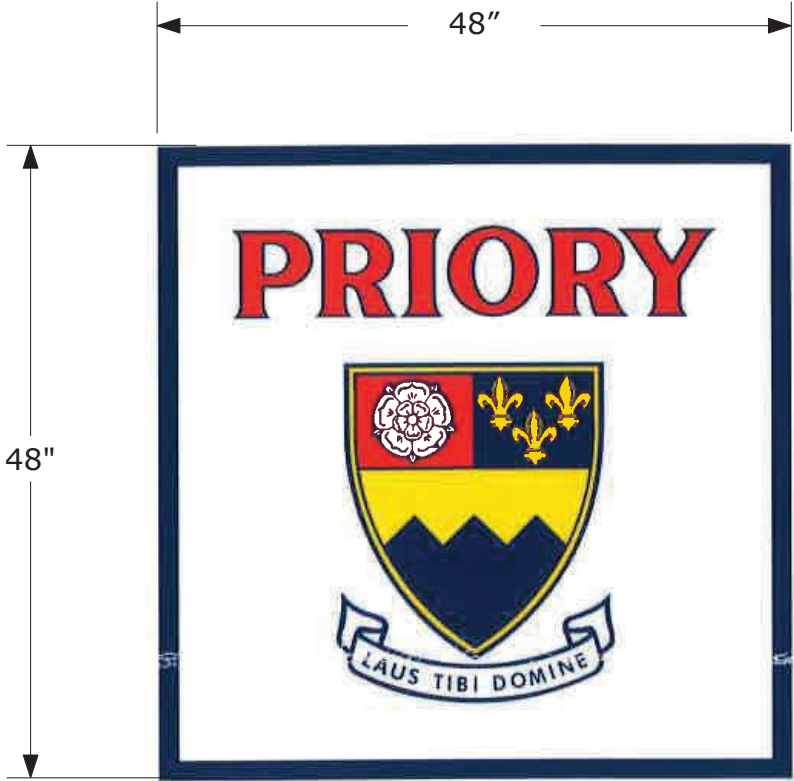
Client:
SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:
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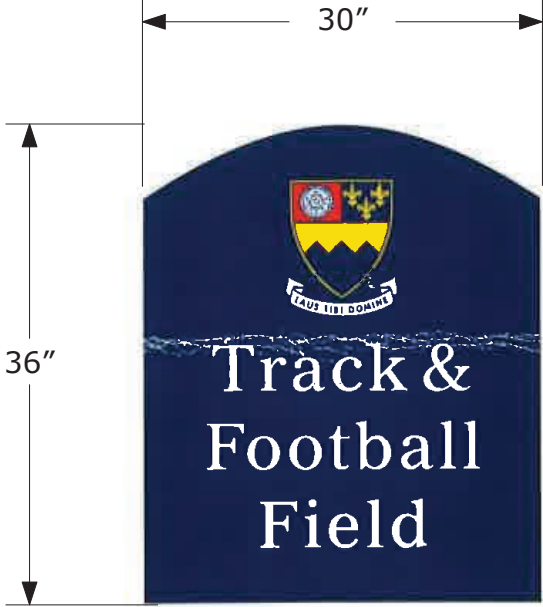
Sheet #
12.a



15 WALL SIGN @ GYMNASIUM



16 WALL SIGN



17 WALL SIGN



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Fax: 314.781.4122

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CREVE COEUR, MO 63141

Project:
MASTER SIGNAGE PLAN

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Date:
July 19, 2018
August 10, 2018

Sheet #
13.b



22 EXISTING MONUMENT SIGN
ENTRY 1 AT S. MASON ROAD AND
SHEFFIELD ESTATE DRIVE



23 EXISTING MONUMENT SIGN
ENTRY 2 AT S. MASON ROAD AND
PRIORY LANE



24 EXISTING MONUMENT SIGN
ENTRY 3 AT CONWAY ROAD AND
SHEFFIELD ESTATE DRIVE



A PROPOSED MONUMENT SIGN
ENTRY 1 AT S. MASON ROAD AND
SHEFFIELD ESTATE DRIVE



B PROPOSED MONUMENT SIGN
ENTRY 2 AT S. MASON ROAD AND
PRIORY LANE



C PROPOSED MONUMENT SIGN
ENTRY 3 AT CONWAY ROAD AND
SHEFFIELD ESTATE DRIVE



SAINT LOUIS ABBEY

SAINT LOUIS PRIORY SCHOOL • SAINT ANSELM PARISH

MAIN ENTRANCE
14'-6" x 2'-3" x 1'-0"w.



SAINT LOUIS ABBEY

SAINT LOUIS PRIORY SCHOOL
SAINT ANSELM PARISH

SOUTH MASON ENTRANCE
7'-10" x 2'-4" x 9"w.



SAINT LOUIS ABBEY

SAINT LOUIS PRIORY SCHOOL • SAINT ANSELM PARISH

CONWAY ENTRANCE
11'-4" x 1'-10" x 9"w.



132 Hanley Industrial Court
St. Louis, Missouri 63144
Tel: 314.781.7878
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Client:

SAINT LOUIS PRIORY SCHOOL
CREVE COEUR, MO 63141

Project:

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Date:

July 19, 2018
August 10, 2018

Sheet #

14.b



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 #18-032 FOR A MASTER SIGN PLAN FOR ST. LOUIS PRIORY SCHOOL AT 500 S. MASON ROAD

FOR THE MEETING OF: Monday, August 20, 2018, 6:30 PM.

LOCATION: 500 S. Mason Road, zoned HE-Higher Education District

REQUEST: Daniel Kirchhoff, Engraphix Architectural Signage, on behalf of Saint Louis Priory School located at 500 S. Mason Road, Creve Coeur, MO 63141, has submitted an application for a master sign plan, pursuant to Section 405.950.J. Master Sign Plans. The proposal would allow for replacement monument signs at the two entrances along Mason Road and one at Conway Road.

ADDITIONAL INFORMATION: The St. Louis Priory School and monastery were founded in 1955, and it was later annexed into the City and subsequently zoned Higher Education District. The property is a 155 acre site located south of Conway Road and east of Mason Road and makes up the southwestern corner of the City of Creve Coeur. Section 405.950.J. Master Sign Plans provides for 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.

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

- Campus & Institutional Districts
 - Campus (CV) Place Type

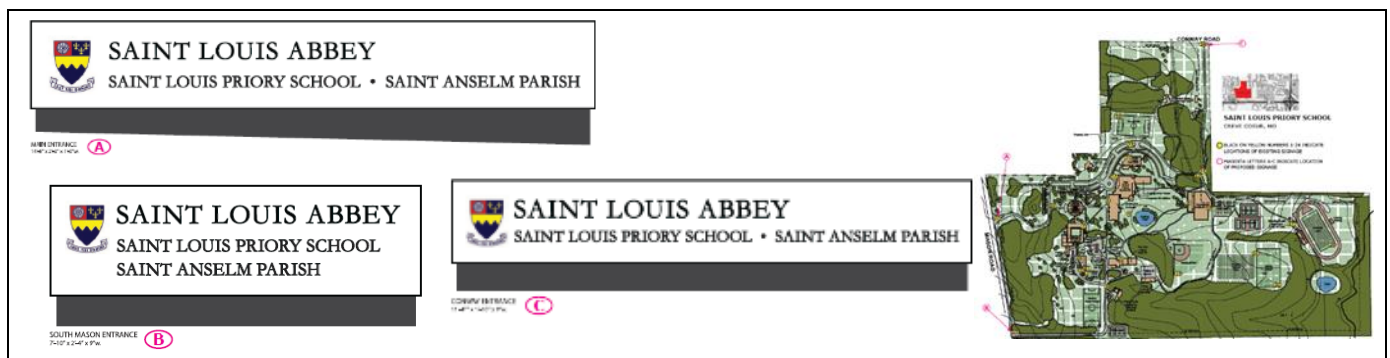
Zoning Code References

- Section 405.300: HE-Higher Education District
- Section 405.950(J) Master Sign Plans

APPLICANT: St. Louis Priory School
500 S. Mason Road
St. Louis, MO 63141

**APPLICANT'S
REPRESENTATIVE:**

Daniel Kirchhoff
Engraphix Architectural Signage
132 Hanley Industrial Court
St. Louis, MO 63144



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 8/16/2018

ATTACHMENTS: Applicants materials submitted August 13, 2018
Draft Ordinance
Public Comment

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

The property is a 155 acre site located south of Conway Road and east of Mason Road and makes up the southwestern corner of the City of Creve Coeur. Existing uses on the site include an abbey monastery, a parish church and a Catholic junior and senior high school. The St. Louis Priory School and monastery were founded in 1955. The Priory school is a Catholic independent day school for boys in grades seven through twelve. The existing ground monument signs are pre-existing, non-conforming. The property is zoned HE-Higher Education District, which as a non-residential use is provided for one monument sign at 60 square feet for a project or development over 5 acres. If considered a residential district (as the Monastery serves as a residence, and Missouri Baptist University, also zoned HE District and includes residential dorms) one campus monument sign of 60 square feet, with a maximum sign area per sign face of 24 square feet would be allowed. Further, Section 405.930(C) *Non-Conforming Signs* states that no new or existing sign may be constructed, altered in structure, relocated or replaced, unless the sign conforms to all the provisions of this Article and any required sign permit has been issued by the Zoning Administrator, or unless the sign was destroyed or damaged as a result of forces beyond the reasonable control of the owner of the sign and their tenants, employees, agents and representatives and it is replaced in its prior form and structure, or unless the sign is specifically exempt. Therefore, the appropriate mechanism for signage for the School is through the Master Sign Plan provision. The School is seeking to replace the ground monument signs at each of the entrances along Mason Road and Conway Road with new signs, under the provisions of the Master Sign Plan, as well as document all of the existing signs throughout the campus.

Under prior applications for other properties the City allowed for scoreboards in relation to a sports field as a component of a master sign plan. Staff believes that it is not appropriate to categorize a scoreboard as a sign, but rather as a component of the sports facility. The intent of a scoreboard is to relay messages to the attendees of the games and only while the games are played, and therefore should be considered as part of the review for such new facilities. Therefore, the Master Sign Plan for Priory School does not include the scoreboards that are associated with the fields that are internal to the campus.

Existing Ground Monument Signs.

The three existing ground signs are shown as Number 22, 23, and 24 on the Map:



22 EXISTING MONUMENT SIGN
ENTRY 1 AT S. MASON ROAD AND
SHEFFIELD ESTATE DRIVE



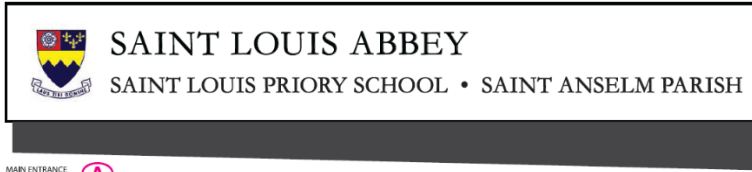
23 EXISTING MONUMENT SIGN
ENTRY 2 AT S. MASON ROAD AND
PRIORY LANE



24 EXISTING MONUMENT SIGN
ENTRY 3 AT CONWAY ROAD AND
SHEFFIELD ESTATE DRIVE

The pre-existing, non-conforming, signs along S. Mason Road will be replaced with similar style signs but with less text for ease of reading. The sign areas generally remain the same but with some modifications.

Sign A at the north entrance along S. Mason Road is a two sided sign that is 14.5 feet x 2.25 feet by 1 foot in width, or 16.75 square feet per sign face.



MAIN ENTRANCE
14'-6" x 2'-4" x 1'-0" w.

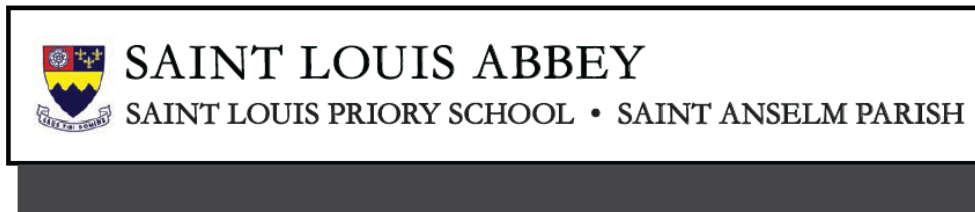
Sign B at the south entrance along S. Mason Road is a two sided sign that is 7.83 feet x 2.33 feet by 9 inches in width, or 18.24 square feet per sign face.



SOUTH MASON ENTRANCE
7'-10" x 2'-4" x 9" w.



Sign C at the entrance along Conway Road is a two sided sign that is 11.33 feet x 1.78 feet, by 9 inches in width, or 20.17 square feet per sign face.

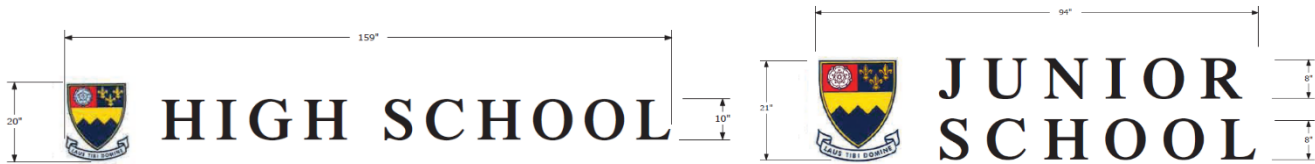


CONWAY ENTRANCE
11'-4" x 1'-10" x 9" w.



Building Signs

Without the master sign plan provision, institutional uses in residential districts such as schools and places of worship are allowed one wall sign not exceeding twelve square-feet in size. Under Signs for Non-Residential Districts, wall signs are limited to a maximum of 50 square feet. The proposed sign package includes various building signs throughout the campus and internal to the site that utilize a similar style aluminum letters with the School's logo/shield, as shown for the High School (22.08 square feet in size) and Junior High School Signs (13.71 square feet) as shown below:



④ ENTRANCE @ HIGH SCHOOL



⑤ ENTRANCE @ JUNIOR SCHOOL

Directional Signs And Miscellaneous Small Wall Signs.

Interior to the campus, there are 6 directional signs throughout the campus identified as 9-14 on the map that are 7.5 square feet, all in the style shown below.



Smaller wall plaques are also included and identified as 15-17. The Gym Plaque is 16 square feet, and the two field wall signs area 7.5 square feet.



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North (partial)	Single family residential	A Single Family Residential District	N/A
South	Office	O District (City of Town & Country)	N/A
East	Park	P Park District (City of Town & Country)	N/A
West	Single family residential	SM Suburban Medium, SE Suburban Estate (City of Town & Country)	Mason Road

CREVE COEUR 2030 COMPREHENSIVE PLAN REVIEW

The subject property is included as a Campus District within the Campus & Institutional Place Type District that is for the development of large multi-building office structures, institutional facilities, research building, educational, and healthcare facilities, deeply setback from site edges and surrounded by beautiful landscape buffers, that are compatible with the neighboring residential districts with an established “green edge” landscape zone to protect from potential negative impacts of non-residential land uses while allowing flexibility on the interior of the site (p.109-110).

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). The existing Priory signs are well-designed in similar style and use of materials, and limited to within the campus and away from the residential areas. Therefore, Staff finds that the existing and proposed signage is in keeping with the Design Guidelines and the Comprehensive Plan, and should not have a negative impact to the adjacent residents.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations is 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.

As discussed above for large 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 proposed Master Sign Plan for St. Louis Priory is largely consistent with the intent of the Sign Regulations provision for master sign plans and with prior action of similar institutions in residential settings. All of the signs represent a similar style and design, and are mostly limited to the interior of the campus. The three monument signs are consistent in character with the existing signs and in keeping with the surrounding neighborhoods. Overall, Staff finds that the signs are in keeping with the Zoning Regulations. Staff has included a condition that the monument signs shall be setback at least fifteen (15)

feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way, to be consistent with the regulations regarding monument signs elsewhere in the Ordinance and to require their placement outside of the right-of-way. The two existing signs along S. Mason appear to meet with this requirement. However, the sign along Conway Road appears to be within the public right-of-way, and will need to be moved back to be entirely on the Campus's property.



Figure 1: Close-up of the City's GIS of the location of the Conway Road Sign in relation to the property lines.

Staff has also included a provision in the approval of the Master Sign Plan that should the school need to add additional directional signs that are internal to the campus and not visible from the public right-of-ways, Staff may approve additional signs, provided that they are in keeping with the overall character and style as shown and approved by the Master Sign Plan.

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 August 13, 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 permits for the proposed new monument signs referred to in the Master Sign Plan. The monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.
- Staff may authorize additional incidental signs that are in keeping with the overall character and purpose of the Master Sign Plan, provided that they are internal to the campus, and not visible from the public right-of-way. 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 St. Louis Priory School Master Signage Plan is consistent with the purpose and requirements of Article VIII, a recommendation to the City Council for approval is necessary. Action on the proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

“I move to recommend approval of the St. Louis Priory School Master Signage Plan subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of August 20, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

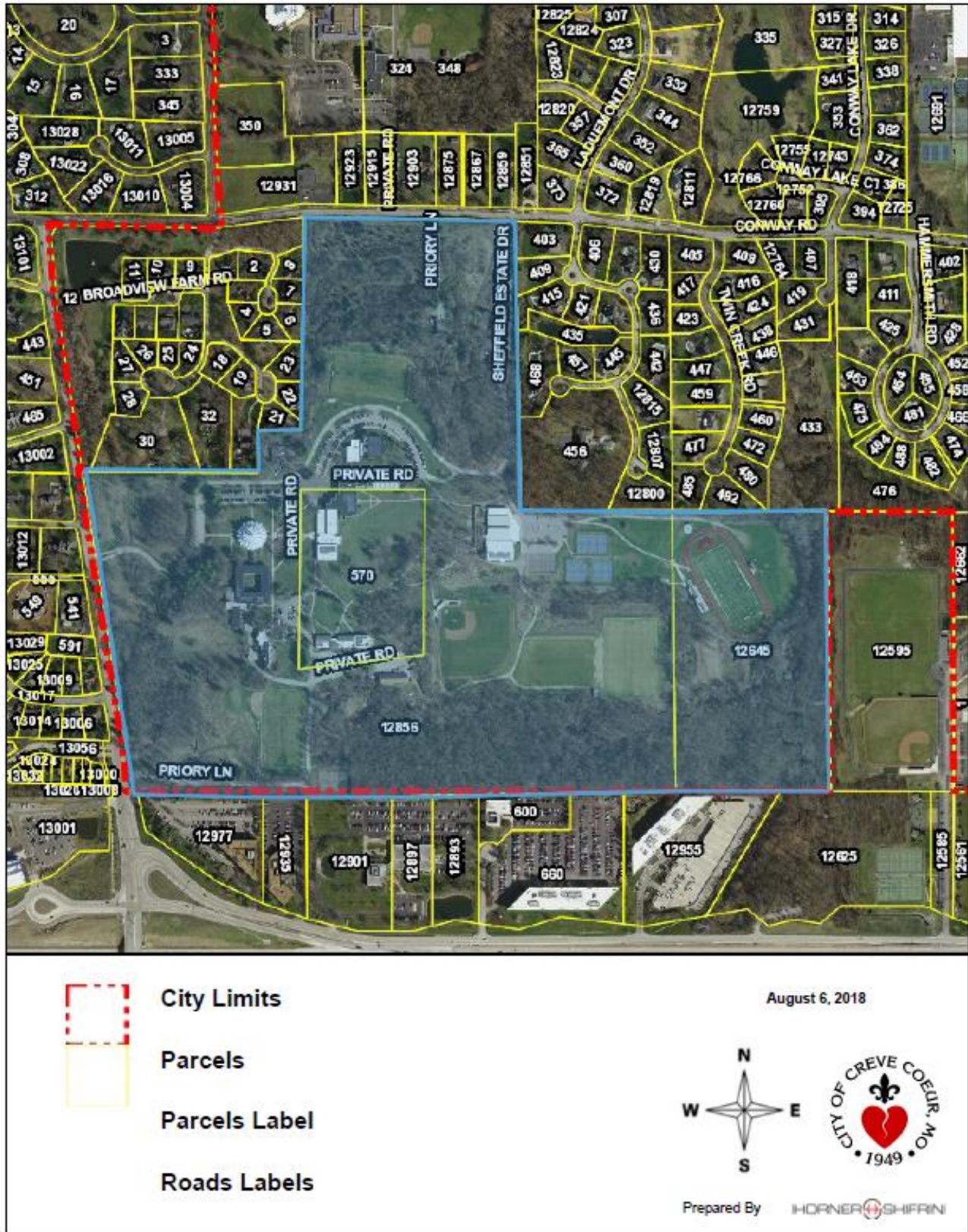
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

St. Louis Priory School





Whitney Kelly <wkelly@crevecoeurmo.gov>

St.Louis Priory Signage #18-032

Peter Genovese <pgenov@aol.com>

Tue, Aug 14, 2018 at 10:04 AM

To: wkelly@crevecoeurmo.gov

Thank you for advising us of the signage proposal for St.Louis Priory. We are residents with our home located at 13009 Mason Estates Ct., Town & Country, MO. We have no objection to the proposed signage change. We appreciate your consideration of us since we are residents of Town & Country.

Peter and Mary Clare Genovese

Sent from my iPad

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, AUGUST 20, 2018

5 6:30 P.M.

6
7 APPLICATION NO. 18-032

8
9 THOSE IN ATTENDANCE:

10 Mr. Gene Rovak, Acting Chairman

Ms. Muriel Hall

11 Mr. Don Magruder

Mr. Gene Rovak

12 Mr. James Myers

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 McLaughlin Court Reporting Services, Inc.

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

4772 Gatesbury Drive

23 St. Louis, MO 63128

24 (314) 974-1199

1 CHAIRMAN ROVAK: Okay. I've got 6:30.

2 Call the meeting to order.

3 This is the -- tonight's meeting, which what is
4 our date today, August 20th, 2018, Planning & Zoning.

5 Call the meeting to order.

6 Let me take roll.

7 Our Chair is not here tonight.

8 Tim Carney is not here.

9 Ms. Hall?

10 MS. HALL: Here.

11 CHAIRMAN ROVAK: Mr. Magruder?

12 MR. MAGRUDER: Present.

13 CHAIRMAN ROVAK: Mr. Myers?

14 MR. MYERS: Present.

15 CHAIRMAN ROVAK: Matt Schuh?

16 MR. SCHUH: Present.

17 CHAIRMAN ROVAK: Okay. Mr. Lumley, our City
18 Attorney?

19 MR. LUMLEY: Present.

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

22 MR. JAGGI: Present.

23 CHAIRMAN ROVAK: Whitney Kelly, City Planner?

24 MS. KELLY: Present.

25 CHAIRMAN ROVAK: Jessica Stutte, Planning

1 Assistant/Recording Secretary?

2 MS. STUTTE: Present.

3 CHAIRMAN ROVAK: Application 18-032: Master
4 Sign Plan For St. Louis Priory School at 500 South Mason
5 Road.

6 Mr. Kirchhoff.

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

9 MR. KIRCHHOFF: Daniel Kirchhoff with Engraphix
10 Architectural Signage, 1232 Hanley Industrial Court,
11 St. Louis, Missouri.

12 So I am here today to propose a master sign
13 package for Priory School.

14 The primary reason of creating a master sign
15 package is because they would like to update their entry
16 signs. They have two entry signs on Mason Road, cause
17 they have two entries there, and then they have one entry
18 at -- off of Conway Road.

19 They would like to, in general sense, simplify
20 the entry signs that would be more easily read by oncoming
21 traffic to try and help people direct -- direct people to
22 the school.

23 And that is the primary goal of creating the
24 master sign package.

25 As you can see, the first sign that is existing

1 is 32.63 square feet. The change of the sign would be the
2 same in square foot measurement, it would just slightly --
3 it would just change dimensions, but the overall square
4 footage would be the same.

5 The next one, the overall square footage of the
6 existing sign is 25.24 square feet.

7 The overall square footage of the proposed
8 replacement sign would actually be slightly smaller at
9 18.28 square feet, again, the dimensions -- overall
10 dimensions are slightly different, and you can see in
11 these bottom photos there is a general overlap to show
12 that difference.

13 And then the last proposed change in these
14 monument sign entries is the existing is 30 square feet,
15 and the proposed goes down to 20.78 square feet, and,
16 again, there is an overlap administration there to show
17 the difference between the old and new on the same photo.

18 I think it's pretty straightforward. I'd be
19 happy to answer any questions that you may have.

20 MR. SCHUH: Have you reviewed the conditions
21 within the staff report, are you amenable to all of them?

22 MR. KIRCHHOFF: Yes, the school right now has
23 their surveying company on schedule to check the property
24 line at the Conway Road entry. They were not able to get
25 that survey completed before the meeting, so --

1 MR. SCHUH: Okay.

2 MR. KIRCHHOFF: -- that's in the works, just
3 hasn't quite happened yet.

4 MR. MYERS: Is the material construction the
5 same for the new signs as the existing or --

6 MR. KIRCHHOFF: Yes. Yes, it's all aluminum
7 body frame skin with external sign grade paint, and then
8 painted letters and UV resistant decal where the actual
9 crest is.

10 CHAIRMAN ROVAK: Is there any lighting -- any
11 change in these are lit at all?

12 MR. KIRCHHOFF: No, sir, they are not
13 illuminated.

14 CHAIRMAN ROVAK: Do we have any other questions?
15 Staff?

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

18 As the applicant has indicated, this request is
19 in furtherance of allowing for the replacement of the
20 three existing monument signs that are preexisting,
21 nonconforming prior to the annexation into the city.

22 Therefore, the appropriate measure or method is
23 for -- through the master sign plan and to document all of
24 the signs within the campus.

25 As discussed in the staff report, we have

1 included a measure, and Jason will further explain under
2 the next item, a condition that because of the campus is
3 so internal, should there need to be an extra wall sign or
4 directional sign, as long as it's consistent with the
5 overall purpose of the master sign plan, we have included
6 a provision that that can be approved at staff level, and
7 provided that it is not visible from the public
8 right-of-way.

9 Regarding the sign on Conway, it appears from
10 the City's GIS map that the sign is over the property
11 line, so as a condition of approval is that all signs will
12 have to be moved if it is over the property line, it will
13 have to be moved back to be wholly within the city --
14 within the school's property by 1 foot or at least 15 feet
15 from the road to be consistent with all monument signs
16 elsewhere in the city, so.

17 MR. SCHUH: To clarify the approval, that would
18 be done at staff level for anything that is outward
19 facing, that would be then consistent with the sign
20 guidelines that we passed earlier this summer --

21 MS. KELLY: Um, it -- anything --

22 MR. SCHUH: -- spring?

23 MS. KELLY: -- that's visible from the public
24 right-of-way, should they want an extra larger monument
25 sign, that would take mending -- amending this master sign

1 plan, but if there's a smaller directional sign that's
2 internal to the site that is not visible from the public
3 right-of-way and is in the same style and character of
4 what's already on the campus, then that would be approved
5 at staff level, so.

6 MR. SCHUH: Okay.

7 CHAIRMAN ROVAK: Call for the motion.

8 MR. MYERS: I'll make the motion.

9 MR. LUMLEY: Need to --

10 CHAIRMAN ROVAK: Go ahead.

11 MR. LUMLEY: -- finish the public hearing. We
12 need to --

13 CHAIRMAN ROVAK: Close, I'm sorry.

14 MR. LUMLEY: -- call for comments from the
15 audience.

16 CHAIRMAN ROVAK: Do we have any comments on this
17 from anybody here?

18 Okay. In that case, go ahead and close.

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

25 (The public hearing was concluded at 8:46 p.m.)

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

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



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

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

CHAIRMAN ROVAK: [15] MR. JAGGI: [1] 2/21 MR. KIRCHHOFF: [5] 3/8 4/21 5/1 5/5 5/11 MR. LUMLEY: [5] 2/18 7/8 7/10 7/13 7/18 MR. MAGRUDER: [1] 2/11 MR. MYERS: [3] 2/13 5/3 7/7 MR. SCHUH: [6] 2/15 4/19 4/25 6/16 6/21 7/5 MS. HALL: [1] 2/9 MS. KELLY: [4] 2/23 5/15 6/20 6/22 MS. STUTTE: [1] 3/1	8 8:46 [1] 7/25 9 974-1199 [1] 1/23 A able [1] 4/24 accurate [1] 8/10 Acting [1] 1/10 actual [1] 5/8 actually [1] 4/8 administration [1] 4/16 again [2] 4/9 4/16 ahead [2] 7/10 7/18 all [6] 4/21 5/6 5/11 5/23 6/11 6/15 allowing [1] 5/19 already [1] 7/4 aluminum [1] 5/6 am [1] 3/12 amenable [1] 4/21 amending [1] 6/25 annexation [1] 5/21 answer [1] 4/19 any [5] 4/19 5/10 5/10 5/14 7/16 anybody [1] 7/17 anything [2] 6/18 6/21 appears [1] 6/9 applicant [1] 5/18 application [3] 1/7 3/3 7/24 appropriate [1] 5/22 approval [2] 6/11 6/17 approved [2] 6/6 7/4 Architectural [1] 3/10 are [5] 4/10 4/21 5/11 5/12 5/20 as [7] 3/25 5/5 5/18 5/25 6/4 6/4 6/11 Assistant [2] 1/14 3/1 Assistant/Recording [2] 1/14 3/1 at [10] ATTENDANCE [1] 1/9 Attorney [2] 1/13 2/18 audience [1] 7/15 AUGUST [2] 1/4 2/4	August 20th [1] 2/4 B back [1] 6/13 BALLAS [1] 1/3 be [14] because [2] 3/15 6/2 before [1] 4/25 behalf [1] 5/16 between [1] 4/17 body [1] 5/7 bottom [1] 4/11 but [2] 4/3 7/1 C call [4] 2/2 2/5 7/7 7/14 campus [3] 5/24 6/2 7/4 can [3] 3/25 4/10 6/6 Carl [1] 1/13 Carney [1] 2/8 case [1] 7/18 cause [1] 3/16 CCR [6] 1/22 1/22 8/13 8/13 8/14 8/14 Certified [3] 8/5 8/6 8/6 certify [1] 8/7 Chair [1] 2/7 Chairman [1] 1/10 change [4] 4/1 4/3 4/13 5/11 character [1] 7/3 Charter [1] 7/23 check [1] 4/23 city [12] City's [1] 6/10 clarify [1] 6/17 Clerk [1] 7/21 close [2] 7/13 7/18 Code [1] 7/22 COEUR [2] 1/2 5/17 comments [2] 7/14 7/16 COMMISSION [1] 1/1 Community [2] 1/13 2/21 company [1] 4/23 completed [1] 4/25 Comprehensive [1] 7/23 concluded [1] 7/25 condition [2] 6/2 6/11 conditions [1] 4/20	consistent [3] 6/4 6/15 6/19 construction [1] 5/4 Conway [3] 3/18 4/24 6/9 COUNTY [1] 8/2 court [5] 1/21 3/7 3/10 8/5 8/7 creating [2] 3/14 3/23 crest [1] 5/9 CREVE [2] 1/2 5/17 CSR [3] 1/22 8/13 8/14 D Daniel [1] 3/9 date [1] 2/4 Deborah [3] 1/22 8/4 8/14 decal [1] 5/8 Development [2] 1/13 2/21 difference [2] 4/12 4/17 different [1] 4/10 dimensions [3] 4/3 4/9 4/10 direct [2] 3/21 3/21 directional [2] 6/4 7/1 Director [2] 1/13 2/20 discussed [1] 5/25 do [3] 5/14 7/16 8/7 document [1] 5/23 Documentation [1] 7/20 Don [1] 1/11 done [1] 6/18 down [1] 4/15 draft [1] 7/22 Drive [1] 1/22 E earlier [1] 6/20 easily [1] 3/20 elsewhere [1] 6/16 Engraphix [1] 3/9 entries [2] 3/17 4/14 entry [5] 3/15 3/16 3/17 3/20 4/24 exhibits [1] 7/19 existing [5] 3/25 4/6 4/14 5/5 5/20 explain [1] 6/1 external [1] 5/7	extra [2] 6/3 6/24 F facing [1] 6/19 feet [6] 4/1 4/6 4/9 4/14 4/15 6/14 file [1] 7/24 finish [1] 7/11 first [1] 3/25 following [1] 7/19 foot [2] 4/2 6/14 footage [3] 4/4 4/5 4/7 frame [1] 5/7 further [1] 6/1 furtherance [1] 5/19 G Gatesbury [1] 1/22 Gene [2] 1/10 1/11 general [2] 3/19 4/11 get [1] 4/24 GIS [1] 6/10 go [2] 7/10 7/18 goal [1] 3/23 goes [1] 4/15 got [1] 2/1 grade [1] 5/7 guidelines [1] 6/20 H Hall [2] 1/10 2/9 Hanley [1] 3/10 happened [1] 5/3 happy [1] 4/19 has [2] 4/22 5/18 hasn't [1] 5/3 have [11] hearing [5] 7/11 7/20 7/25 8/8 8/10 help [1] 3/21 here [5] 2/7 2/8 2/10 3/12 7/17 hereby [1] 8/7 I I'd [1] 4/18 I'll [1] 7/8 I'm [1] 7/13 I've [1] 2/1 if [2] 6/12 7/1 IL [3] 1/22 8/13 8/14 IL-CSR [3] 1/22 8/13 8/14 Illinois [1] 8/6 illuminated [1]
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(1) CHAIRMAN ROVAK: - illuminated

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

Meeting: 08/27/18 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5728 - an Ordinance Approving a Final Subdivision Plat for Pavilion Subdivision No. 3 to Subdivide 10598 Olive Boulevard Within the Creve Coeur Pavilion Shopping Center into Three Lots. First Reading

Brandon Harp, of CEDC Civil Engineering Design Consultants, on behalf of Altus Properties has submitted a request for approval of the preliminary and final plat to subdivide 10598 Olive Boulevard into three separate lots, for a possible future development between the two existing restaurants within the Creve Coeur Pavilion Shopping Center. The Planning and Zoning Commission approved the preliminary plat and recommended approval of the final plan on August 20th. No changes to the zoning are requested.

Ordinance

Meeting of August 27, 2018

BILL No. 5728

ORDINANCE No. _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR PAVILION
SUBDIVISION NO. 3 TO SUBDIVIDE 10598 OLIVE BOULEVARD WITHIN THE
CREVE COEUR PAVILION SHOPPING CENTER INTO THREE LOTS**

WHEREAS, Brandon Harp, of CEDC Civil Engineering Design Consultants, on behalf of Altus Properties has submitted a request for approval of a final plat to subdivide 10598 Olive Boulevard into three separate lots, for a possible future development between the two existing restaurants within the Creve Coeur Pavilion Shopping Center; and

WHEREAS, the final plat of the Pavilion Subdivision No. 3 substantially conforms to the preliminary plat reviewed by the Planning and Zoning Commission on August 20, 2018; and,

WHEREAS, public notice of said final plat application was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended, by a vote of 5-0, approval of the Pavilion Subdivision No. 3 final plat on August 20, 2018; and

WHEREAS, a copy of the proposed ordinance has been made available for public inspection prior to its adoption 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

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

SECTION 1: The final plat of subdivision known as Pavilion Subdivision No. 3, described as "A Subdivision Of Adjusted Tract Of Pavilion Subdivision No. 2, A Subdivision Recorded In Plat Book 366 Page 304", as heretofore submitted on August 3, 2018 is hereby approved subject to the following conditions:

1. The Applicant shall provide two (2) disks containing a digitized version of the plat along with two (2) printed copies of the recorded plat. Acceptable data formats include AutoCAD (.dwg or .dxf), MicroStation Design File (.dgn), ArcInfo Coverage, ArcView Shape File (.shp), or MapInfo.

SECTION 2: Such approval of the plat for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

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

ADOPTED THIS ____ DAY OF _____, 2018.

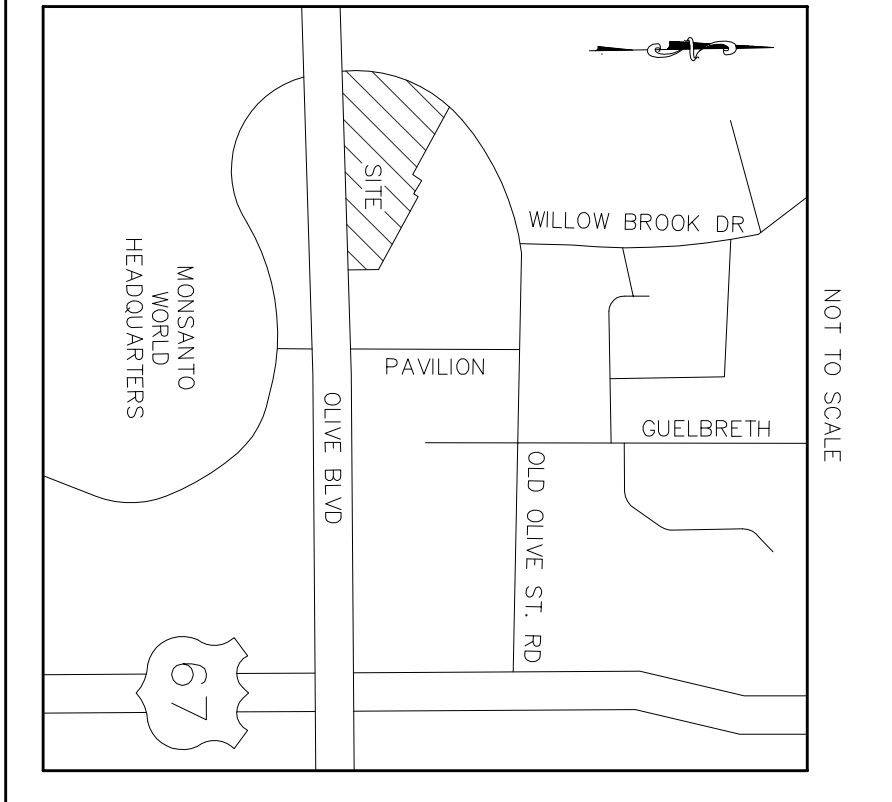
DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK



0 30 60
SCALE:
1 inch = 30 ft.

GRID NORTH NAD 1983 MISSOURI, EAST ZONE

LINE LABEL CHART
L1 = N 35° 22' 10" E 25.00' (R & S)
L2 = S 54° 37' 50" E 25.00' (R & S)
L3 = N 35° 22' 10" E 10.00' (R & S)
L4 = S 87° 36' 28" E 10.16' (R & S)

OWNER'S SCRIPT

THE UNDERSIGNED, OWNER OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAS CAUSED SAID TRACT TO BE ADJUSTED TO BE RECORDED IN THE MANNER SHOWN, AND SAID TRACT OF LAND SHALL HEREAFTER BE KNOWN AS **PAVILION SUBDIVISION NO. 3**.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL, THIS _____ DAY OF _____, 2018.

(OWNER'S NAME/TITLE PRINT)

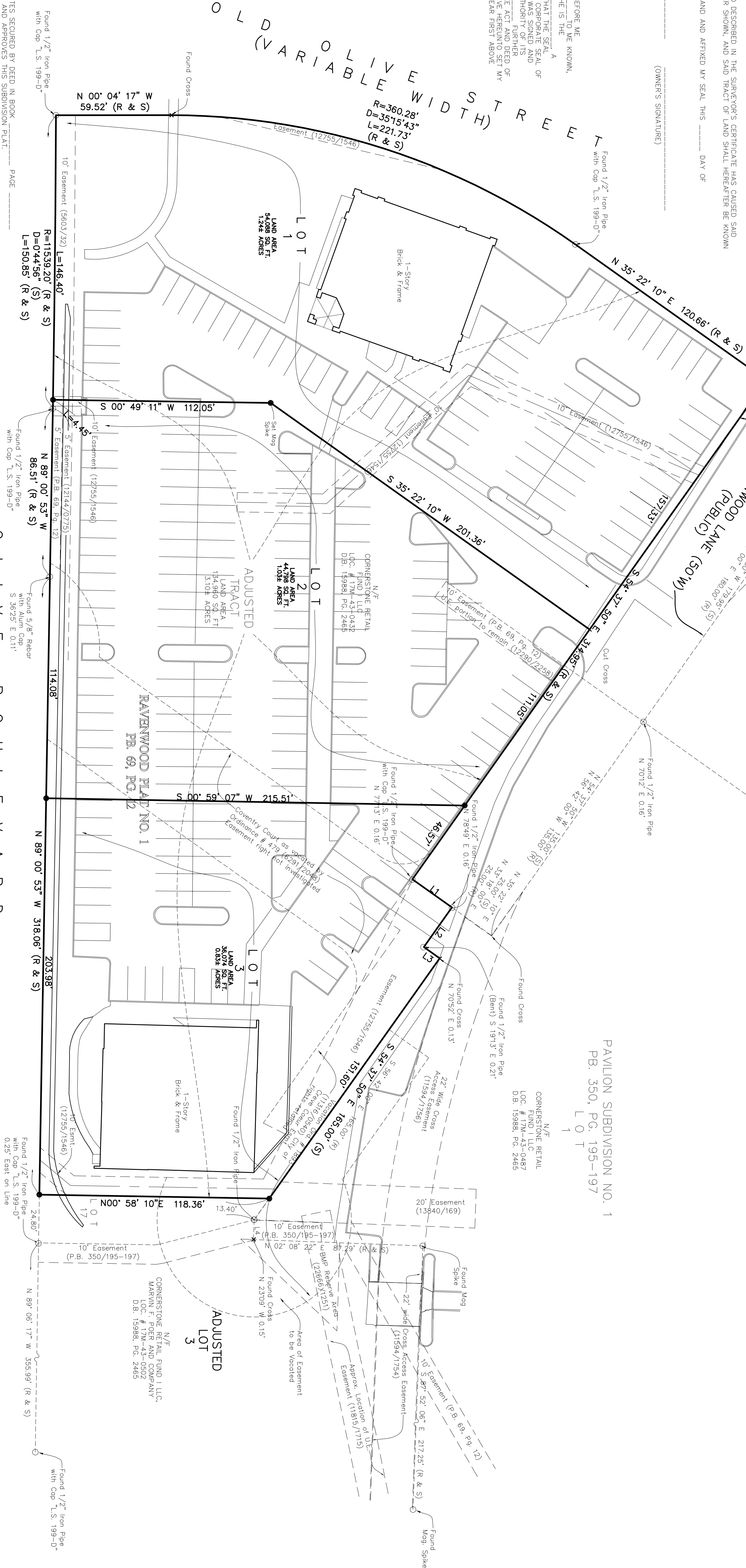
(OWNER'S SIGNATURE)

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

ON THIS _____ DAY OF _____, 2018, BEFORE ME, PERSONALLY APPEARED _____, WHO, BEING BY ME OF _____, A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL OF SAID CORPORATION HAS BEEN HEREIN AFFIXED, AND THAT SAID SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THAT THE FREE ACT FURNISHED OF SAID CORPORATION, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



**MINOR SUBDIVISION PLAT
PAVILION SUBDIVISION NO. 3**

**A SUBDIVISION OF ADJUSTED TRACT OF PAVILION SUBDIVISION NO. 2
A SUBDIVISION RECORDED IN PLAT BOOK 366 PAGE 304.**

CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

**PAVILION SUBDIVISION NO. 1
PB. 350, PG. 195-197
LOT 1**

LIEN HOLDER SCRIPT
THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES THIS SUBDIVISION PLAT.
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL, THIS _____ DAY OF _____, 2018.

(NAME/TITLE PRINT)

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

ON THIS _____ DAY OF _____, 2017, BEFORE ME PERSONALLY APPEARED _____ OF _____, ME KNOWN, WHO, BEING BY ME DULY SWORN, DO SAY THAT HE IS THE _____ TO THE FOREGOING INSTRUMENT, IS THE CORPORATION OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

**OLD LIVE HIGHWAY 340
(VARIABLE WIDTH)**

CITY SCRIPT

IT IS HEREBY CERTIFIED THAT THIS MINOR SUBDIVISION PLAT WAS APPROVED BY THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN SECTION 22A-3.4 OF ORDINANCE # 1045.

CITY OF CREVE COEUR, MISSOURI

BETH KISTNER
CHAIRMAN, PLANNING & ZONING COMMISSION

I, DEBORAH RYAN, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS PLAT OF **"PAVILION SUBDIVISION NO. 3"** WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, BY ORDINANCE NO. _____ APPROVED THE _____ DAY OF _____, 2018.

DEBORAH RYAN, CITY CLERK

THIS PLAT CONTAINS 134,960 SQ. FT. OR 3.10± ACRES

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF U.S. TITLE GUARANTY COMPANY INVESTORS TITLE COMPANY AND CORNERSTONE RETAIL FUND I LLC, WE HAVE DURING THE MONTH OF OCTOBER 2017, PERFORMED A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS AND EASEMENTS ON ADJUSTED TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING. THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI MANUFA STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 2030-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 2030-16.110), EFFECTIVE 12/20/09, AND LAST REVISED APRIL OF 2011. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2018.

R. = RECORD
S. = SURVEYED
MARLER SURVEYING COMPANY, INC.
MISSOURI CORP. NO. L.S. 547-D

TITLE COMMITMENT PROVIDED BY:
OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, INC.
FILE NO.: 1704813

By: _____

MARTY L. MARLER
MISSOURI P.L.S. 2501

DEPUTY: _____

DRWN BY: D.J.N./D.C.
11402 SPARTAN RD, SUITE 200, ST. LOUIS, MO 63123 (636-284-9941) (314) 860-5868 FAX
402 EAST SPRINGFIELD ROAD, ST. LOUIS, MO 63117 (314) 860-5868 FAX
email: marler@marlersurveying.net

MARLER SURVEYING COMPANY, INC.



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
#18-030 FOR APPROVAL OF THE PRELIMINARY PLAT AND FINAL
PLAT FOR THE MINOR SUBDIVISION OF 10598 OLIVE
BOULEVARD TO CREATE THREE LOTS WITHIN THE CREVE
COEUR PAVILION SHOPPING CENTER**

FOR THE MEETING OF: Monday, August 20, 6:30 PM

LOCATION: 10598 Olive Boulevard, within the Creve Coeur Pavilion Shopping Center at the northwest corner of Olive Boulevard and Old Olive Street Road.

REQUEST: Brandon Harp, of CEDC Civil Engineering Design Consultants, on behalf of Altus Properties has submitted a request for approval of the preliminary and final plat to subdivide 10598 Olive Boulevard into three separate lots, for a possible future development between the two existing restaurants within the Creve Coeur Pavilion Shopping Center. The Planning and Zoning Commission approved a boundary adjustment for 10598 Olive Boulevard on May 21, 2018 that eliminated 10497 Olive Boulevard, and created one 3.10 acre lot. No changes to the zoning are requested.

ADDITIONAL INFORMATION: Minor subdivisions consist of not more than four lots having primary access to a minor subdivision street or commercial alley, per Section 410.240(D) of the Subdivision Code. Section 410.220(A) Every lot shall abut an approved public or private street. The size, shape and orientation of lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated. The lot is being created in anticipation of the potential for a new building between the two existing restaurant buildings on the lot. However, no development plans are under consideration at this time.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Subdivision Regulations?

Comp. Plan References

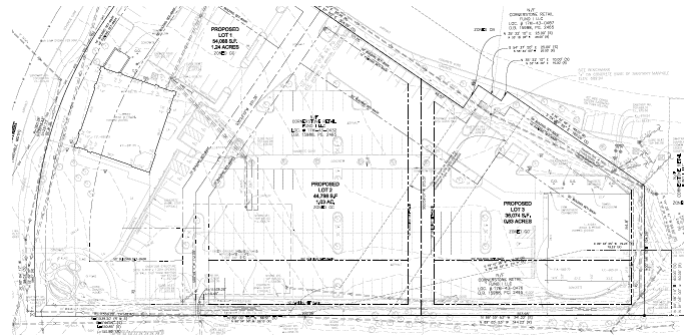
- NA

Zoning Code References

- Section 405.360: GC-General Commercial District
- Chapter 410: Subdivision and Development of Land

APPLICANT: Creve Coeur Pavilion Shopping Center
Altus Properties, LLC
1010 Des Peres Road, Suite 320
St. Louis, MO 63131

APPLICANT'S REPRESENTATIVE: Brandon A. Harp, P.E.
CEDC, Inc.
10820 Sunset Office Drive, Suite 200
St. Louis, MO 63127



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 8/14/2018

ATTACHMENTS: Applicants materials emailed on August 3, 2018
Draft Ordinance

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

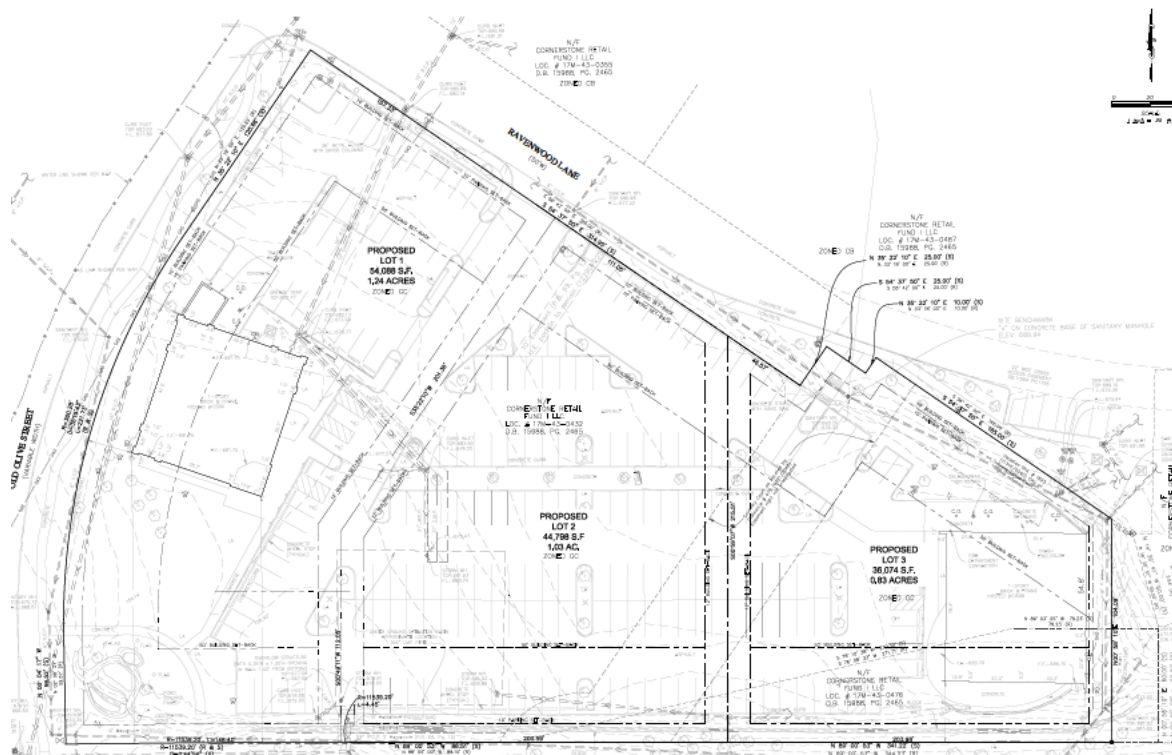
Direction	Use	Zoning District	Separated by
North	Creve Coeur Pavilion Shopping Center	CB -Core Business District and GC-General Commercial District	NA
South	Monsanto	RO Research Office	Olive Boulevard
East	Creve Coeur Pavilion Shopping Center	CB-Core Business District	NA
West	Laverne Collins Park and Fitness Center	GC-General Commercial District	Old Olive Street Rd

ANALYSIS

Subdivision Layout

The property owner is seeking the approval of the preliminary and final plat for the minor subdivision of 10598 Olive Boulevard, to create three lots, within the Creve Coeur Pavilion Shopping Center. Due to the limited nature of the request, both the preliminary and final plant are begin reviewed at the same time.

Lot 1 at the corner of Old Olive Street Road and Olive Boulevard where the California Pizza Kitchen is located, will be 1.24 acres. Lot 2 will be 1.03 acres currently within the existing parking lot, and for possible future development; and Lot 3 will be 0.83 acres, and currently has the Stir Crazy Restaurant. Section 410.220: Lots, provides further direction regarding lot layout where the lots must be in accordance with the provisions of the zoning district in which the property is located, with the individual lots having a width and depth adequate to provide the necessary front, side and rear yard requirements of the Creve Coeur Zoning Ordinance. The proposed lots comply with the minimum district requirements for the GC District that requires a minimum lot area of ½ acre (21,780 sq. ft.) with a minimum lot depth of 150 feet and lot width of 75 feet. The new Lot 1 is 1.24 acres, or 54,088 sq. ft., and has a lot dimension of 150.85 feet along Olive Boulevard to the south and 221.73 feet along Old Olive Street Road. Proposed Lot 2 is 1.03 acres (44,798 sq. ft.) with 200.6' along Olive Boulevard, 117.05' along the internal drive of Ravenwood Lane, total width of 313.41 to the west and 215.51' to the east. The proposed Lot 3 is 0.83 acre (36,074 square feet), with 203.97' along Olive Boulevard. The area is currently a parking lot for the shopping center. There are no current proposals for development at this time. The lot is being created to market the site for a new building. Below is a close-up of the proposed subdivision:



CONCLUSION AND ACTION

Review of preliminary plats is a ministerial act that should be approved if the proposed plat substantially meets all land development standards of this Chapter and those of any other applicable City regulations. Staff finds that this application substantially meets with all applicable codes for the GC-General Commercial District. Approval of a final plat is a ministerial act that should be granted unless a technical failure is found in the drawing or the drawing is not in substantial conformance with the preliminary plat. Therefore, both the preliminary and final plat are requested to be reviewed at the same time. Therefore, two separate motion are needed. One for the approval of the preliminary plat, and one for recommending to the City Council of the final plat.

City Council action is required for final plat approval. Any future development will require review and approval of the site development plans by the Planning and Zoning Commission and City Council, per Section 405.360(D).

The motion for the preliminary plan is:

“I move to approve the preliminary plat for the minor subdivision of 10598 Olive Boulevard as shown in the Preliminary Plat, received August 3, 2018.” (Other conditions may be added, eliminated, altered, and modified by prior motion).

Should the Planning and Zoning Commission recommend approval of the proposed final plat, staff recommend the following conditions be added:

1. The Applicant shall provide two (2) disks containing a digitized version of the plat along with two (2) printed copies of the recorded plat. Acceptable data formats include AutoCAD (.dwg or .dxf), MicroStation Design File (.dgn), ArcInfo Coverage, ArcView Shape File (.shp), or MapInfo.

The sample motion for the final plat is:

“I move to recommend approval of the final plat with the conditions outlined in the staff report for the minor subdivision plat of 10598 Olive Boulevard as part of the Creve Coeur Pavilion Shopping Center as shown in the Final Plat received August 3, 2018” (Other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

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

APPENDIX 4: AERIAL MAP

Minor Subdivision within Creve Coeur Pavilion Shopping Center



City Limits

Parcels

Parcels Label

August 6, 2018



Prepared By

HORNER & SHIFFRIN

PRELIMINARY PLAT

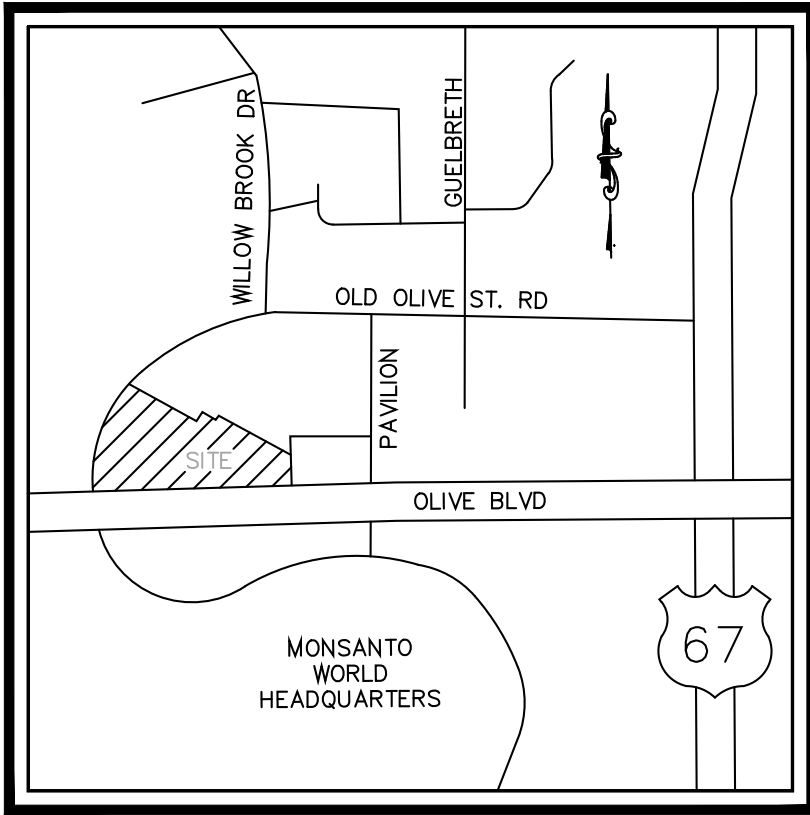
PART OF RAVENWOOD SUBDIVISION PLAT 1, A SUBDIVISION RECORDED IN PLAT BOOK 69 PAGE 12 OF THE ST. LOUIS COUNTY LAND RECORDS
OFFICE IN ST. LOUIS COUNTY, MISSOURI, AND PART OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

LEGEND

EXISTING CONTOURS	— 433 —
PROPOSED CONTOURS	— 433 —
EXISTING STORM SEWER	== [] ==
PROPOSED STORM SEWER	— ST — ST —
EXISTING SANITARY SEWER	— [] —
PROPOSED SANITARY SEWER	— SAN — SAN —
RIGHT-OF-WAY	— — — — —
EASEMENT	— — — — —
CENTERLINE	— — — — —
EXISTING TREE	[1"]
EXISTING SPOT ELEVATION	+ 433.28
PROPOSED SPOT ELEVATION	433.28
SWALE	[]
TO BE REMOVED	T.B.R.
TO BE REMOVED & RELOCATED	T.B.R. & R.
TO BE USED IN PLACE	U.P.
ADJUST TO GRADE	A.T.G.
BACK OF CURB	B.C.
FACE OF CURB	F.C.
WATER MAIN	— W — W —
GAS MAIN	— GAS — GAS —
UNDERGROUND TELEPHONE	— T — T —
OVERHEAD WIRE	— OHE — OHE —
UNDERGROUND ELECTRIC	— E — E —
SILTATION CONTROL	— X — X —
FIRE HYDRANT	[]
POWER POLE	[]
WATER VALVE	[]
LIGHT STANDARD	[]

SHEET INDEX

C01	TITLE SHEET
C02	PRELIMINARY PLAT



LOCATION MAP

N.T.S.

PROPERTY DATA

OWNER	= CORNERSTONE RETAIL FUND I L L C
ADDRESS	= 10598 OLIVE BLVD. CREVE COEUR, MO 63141
LOCATOR NUMBER	= 17M430432
ZONING	= GC GENERAL COMMERCIAL
AREA (TOTAL)	= 2.86± ACRES
WATER SHED	= DEER CREEK
FIRE DISTRICT	= CREVE COEUR
SCHOOL DISTRICT	= PARKWAY SCHOOL DISTRICT
ELECTRIC SERVICE	= AMERENUE

UTILITIES / REVIEW AGENCIES

ELECTRIC COMPANY	= AMEREN MISSOURI — DORSETT DISTRICT 12121 DORSETT ROAD ST. LOUIS, MO 63043 PH: (314) 344-9501 ATTN: MS. CHRISTINE D. GRUNBAUM	WATER COMPANY	= MISSOURI AMERICAN WATER COMPANY 1050 RESEARCH BLVD. ST. LOUIS, MO 63132 PH: (314) 996-2474 ATTN: MR. LAMAR WHITE
PHONE COMPANY	= AT&T 909 CHESTNUT AVE. 9-T-04 ST. LOUIS, MO 63101 PH: (636) 402-7076 ATTN: BRAEDEN BATTILES	CABLE TELEVISION	= CHARTER COMMUNICATIONS, INC. MAPPING & DESIGN DEPARTMENT 101 NORTHWEST PLAZA DRIVE ST. ANN, MO 63074 ATTN: ROBERT SEWELL
GAS COMPANY	= SPIRE 720 OLIVE STREET ROOM 140B ST. LOUIS, MO 63101 PH: (314) 575-8423 ATTN: DAVID SHERMAN	FIRE DISTRICT	= CREVE COEUR FIRE PROTECTION DISTRICT 11221 OLIVE BOULEVARD ST. LOUIS, MISSOURI 63141 PH: (314) 432-5570 FAX: (314) 432-2367 ATTN: MR. ART OESTERICH, FIRE MARSHAL
STORM / SANITARY	= METROPOLITAN ST. LOUIS SEWER DISTRICT 2350 MARKET STREET ST. LOUIS, MO 63103 PH: (314) 768-6200 FAX (314) 768-6302 ATTN: ENGINEERING		

SITE BENCHMARK

NAVD88 ELEV. — 689.94' FTUS
"x" on concrete base of sanitary manhole at the south right of way line of Ravenwood Lane, shown on survey.

PROJECT BENCHMARK

St. Louis County Benchmark 13-294, NGVD29 Elev = 674.91 FTUS
Found "Sq" on top of the north side of the round concrete base of a traffic signal on a traffic island situated northeast of the intersection of Olive Boulevard with Pavilion Drive, and southwest of the right turn lane from westbound Olive Boulevard onto northbound Pavilion Drive.

Proposed Lot 1 of Adjusted Tract

Part of a larger tract of land in the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and all of Lots 3 and 4 and part of Lots 1, 2, 17, 18, 19 and 20 of Ravenwood Plat Number 1, a subdivision recorded in Plat Book 69 page 12 of the St. Louis County Records and that part of Coventry Court, 50.00 feet wide, vacated by Ordinance Number 479 of the City of Creve Coeur a certified copy of which is recorded in Book 6291 page 2049 and part of Ravenwood Lane, 50.00 feet wide, vacated by Ordinance Number 1893, a certified copy of which is recorded in Book 11316 page 540, together described as follows:
Beginning at the intersection of the Eastern right of way line of Old Olive Street Road (variable width) and the Southern right of way line of Ravenwood Lane (50' wide); thence along the Southern right of way line of Ravenwood Lane, South 54 degrees 37 minutes 50 seconds East a distance of 157.33 feet to the point of beginning of the herein described tract; thence continuing along said right of way line, South 35 degrees 22 minutes 10 seconds West a distance of 201.36 feet to a point; thence South 00 degrees 49 minutes 11 seconds West a distance of 112.06 feet to a point being on the Northern right of way line of Olive Boulevard (Variable width); thence along the Northern right of way line of Olive Boulevard along a curve to the left having a radius of 11539.20 feet, 146.40 feet and a chord bearing and distance of North 89 degrees 24 minutes 01 seconds West, 146.40 feet to a point being on the Eastern right of way line on the Eastern right of way line of Old Olive Street; thence along said Old Olive Street Right of way line, North 00 degrees 04 minutes 17 seconds West a distance of 59.52 feet to a point; thence with a curve turning to the right having a radius of 360.28 feet, on arc length of 221.73 feet and a chord bearing and distance of North 17 degrees 44 minutes 18 seconds East, 218.25 feet to a point; thence North 35 degrees 22 minutes 10 seconds East a distance of 120.66 feet to the point of beginning containing 54,085 square feet or 1.24 acres more or less.

Proposed Lot 2 of Adjusted Tract

Part of a larger tract of land in the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and all of Lots 3 and 4 and part of Lots 1, 2, 17, 18, 19 and 20 of Ravenwood Plat Number 1, a subdivision recorded in Plat Book 69 page 12 of the St. Louis County Records and that part of Coventry Court, 50.00 feet wide, vacated by Ordinance Number 479 of the City of Creve Coeur a certified copy of which is recorded in Book 6291 page 2049 and part of Ravenwood Lane, 50.00 feet wide, vacated by Ordinance Number 1893, a certified copy of which is recorded in Book 11316 page 540, together described as follows:
Commencing at the intersection of the Eastern right of way line of Old Olive Street Road (variable width) and the Southern right of way line of Ravenwood Lane (50' wide); thence along the Southern right of way line of Ravenwood Lane, South 54 degrees 37 minutes 50 seconds East a distance of 157.33 feet to the point of beginning of the herein described tract; thence continuing along said right of way line, South 54 degrees 37 minutes 50 seconds East a distance of 111.05 feet to a point; thence leaving said right of way line; thence South 00 degrees 59 minutes 07 seconds West a distance of 215.51 feet to a point on the Northern right of way line of Olive Boulevard (Variable width); thence along the Northern right of way line of Olive Boulevard, North 89 degrees 00 minutes 53 seconds West a distance of 114.08 feet to a point; thence North 89 degrees 00 minutes 53 seconds West a distance of 86.51 feet to a point; thence along a curve to the left having a radius of 11,539.20 feet, on arc length of 4.45 feet and a chord bearing and distance of North 89 degrees 01 minutes 33 seconds West, 4.45 feet to a point; thence leaving said right of way line, North 00 degrees 49 minutes 11 seconds East a distance of 112.06 feet to a point; thence North 35 degrees 22 minutes 10 seconds East a distance of 201.36 feet to the point of beginning having an area of 44,798 square feet or 1.03 acres more or less.

Proposed Lot 3 of Adjusted Tract

Part of a larger tract of land in the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and all of Lots 3 and 4 and part of Lots 1, 2, 17, 18, 19 and 20 of Ravenwood Plat Number 1, a subdivision recorded in Plat Book 69 page 12 of the St. Louis County Records and that part of Coventry Court, 50.00 feet wide, vacated by Ordinance Number 479 of the City of Creve Coeur a certified copy of which is recorded in Book 6291 page 2049 and part of Ravenwood Lane, 50.00 feet wide, vacated by Ordinance Number 1893, a certified copy of which is recorded in Book 11316 page 540, together described as follows:
Commencing at the intersection of the Eastern right of way line of Old Olive Street Road (variable width) and the Southern right of way line of Ravenwood Lane (50' wide); thence along the Southern right of way line of Ravenwood Lane, South 54 degrees 37 minutes 50 seconds East a distance of 268.38 feet to the point of beginning of the herein described tract; thence continuing along said right of way line, South 54 degrees 37 minutes 50 seconds East a distance of 46.57 feet to a point; thence leaving said right of way line, North 35 degrees 22 minutes 10 seconds East a distance of 25.00 feet to a point; thence South 54 degrees 37 minutes 50 seconds East a distance of 25.00 feet to a point; thence North 35 degrees 22 minutes 10 seconds East a distance of 10.00 feet to a point; thence South 54 degrees 37 minutes 50 seconds East a distance of 151.60 feet to a point; thence South 00 degrees 58 minutes 10 seconds West a distance of 118.36 feet to a point on the Northern right of way line of Olive Boulevard (Variable width); thence along said right of way, North 89 degrees 00 minutes 53 seconds West a distance of 203.38 feet to a point; thence leaving said right of way line, North 00 degrees 59 minutes 07 seconds East a distance of 215.51 feet to the point of beginning containing 36,074 square feet or 0.83 acres more or less.

GENERAL NOTES

- 1.) ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED. THE CONTRACTOR SHALL BE ON RECORD WITH THE MISSOURI ONE CALL SYSTEM. ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- 2.) ALL ELEVATIONS ARE BASED ON BENCHMARK SHOWN.
- 3.) BOUNDARY AND TOPOGRAPHIC SURVEY BY MARLER SURVEYING COMPANY.
- 4.) ALL ON-SITE MATERIALS AND METHODS OF CONSTRUCTION TO MEET THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF CREVE COEUR, MODOT AND M.S.D.
- 5.) ALL GRADED AREAS SHALL BE PROTECTED FROM EROSION BY EROSION CONTROL DEVICES AND/OR SEEDING AND MULCHING AS REQUIRED BY THE CITY OF CREVE COEUR AND MODOT.
- 6.) PRIOR TO BEGINNING ANY WORK ON THE SITE, THE SUBCONTRACTOR SHALL CONTACT THE GENERAL CONTRACTOR FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
- 7.) GRADING CONTRACTOR SHALL INSTALL SILTATION CONTROL PRIOR TO STARTING THE GRADING. ADDITIONAL SILTATION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY THE CITY OF CREVE COEUR.
- 8.) ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
- 9.) GRADING CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- 10.) PROPOSED CONTOURS SHOWN ARE FINISHED ELEVATIONS ON PAVED AREAS.
- 11.) ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF CREVE COEUR, AND M.S.D.
- 12.) SIDEWALKS ALONG THE ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1"V:20'H. SLOPES GREATER THAN 1"V:20'H MUST BE DESIGNED AS A RAMP. SIDEWALKS TO BE CONSTRUCTED TO ST. LOUIS COUNTY ADA STANDARDS.
- 13.) SIDEWALKS, CURB RAMPS, RAMPS AND ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAG) ALONG WITH THE REQUIRED GRADES, CONSTRUCTION MATERIALS, SPECIFICATIONS AND SIGNAGE. IF ANY CONFLICT OCCURS BETWEEN THE ADA GUIDELINES AND THE INFORMATION ON THE PLANS, THE ADA GUIDELINES SHALL TAKE PRECEDENCE AND THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION.
- 14.) NO GRADE SHALL EXCEED 3(H):1(V) UNLESS JUSTIFIED BY GEOTECHNICAL REPORT THAT HAS BEEN APPROVED BY THE CITY OF CREVE COEUR.
- 15.) STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
- 16.) ALL LANDSCAPED AREAS TO BE FILLED WITH A MINIMUM OF 6" OF TOPSOIL.
- 17.) ALL LANDSCAPED AREAS DISTURBED BY OFF-SITE WORK SHALL BE IMMEDIATELY SEEDED OR SODDED, AS DIRECTED BY THE CITY OF CREVE COEUR UPON COMPLETION OF WORK IN THE AREA AFFECTED.
- 18.) ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES SHALL BE PROVIDED. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEES' VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVEWAY CONDITIONS.
- 19.) ALL SEWER CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWER AND DRAINAGE FACILITIES, (LATEST EDITION).
- 20.) STRUCTURE SETBACKS (PER CORE BUSINESS ZONING) FRONT 80 FT. MAX.
- 21.) PARKING SETBACKS FRONT 10 FT. (SECT. 405.240)
- 22.) PARKING CALCULATIONS (PER ZONING SECTION 405.820) PARKING REQUIREMENTS FOR RETAIL General retail establishments (general merchandise, food, apparel and accessories and miscellaneous retail stores) Four (4) parking spaces per one thousand (1,000) square feet of floor area: 6,000/1,000 * 4 = 24 spaces TOTAL = 24 SPACES REQUIRED PARKING PROVIDED ON SITE = 11 SPACES (INCLUDES 2 ADA STALLS) (970 PROVIDED WITHIN SHOPPING CENTER)
- 23.) NO ON-SITE ILLUMINATION SOURCE SHALL BE SO SITUATED THAT LIGHT IS CAST DIRECTLY ON ADJOINING PROPERTIES OR ROADWAYS. ILLUMINATION LEVELS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF CREVE COEUR. THE SITE LIGHTING STANDARDS AND LOCATIONS SHALL BE REVIEWED AND APPROVED PER THE REQUIREMENTS OF THE CITY OF CREVE COEUR. LIGHTING DESIGN SUBJECT TO FINAL DESIGN OF LIGHTING ENGINEER.
- 24.) LANDSCAPING SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF CREVE COEUR.
- 25.) ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO THE CITY OF CREVE COEUR
- 26.) SIGNAGE PROPOSED FOR THIS SITE SHALL BE IN COMPLIANCE WITH THE ORDINANCES OF THE CITY OF CREVE COEUR.

SYMBOLS

[]	WATER VALVE
[]	WATER MANHOLE
[]	TELEPHONE MANHOLE
[]	BRUSH & SHRUB LINE
[]	TREE & SIZE
[]	BUSH & SIZE
[]	BOLLARD
[]	SIGN
[]	ELECTRIC YARD LIGHT
[]	BORING LOCATION
[]	MAIL BOX
[]	ELECTRIC BOX
[]	POWER POLE

ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
CONC	CONCRETE
ASPH	ASPHALT
PB	PLAT BOOK
DB	DEED BOOK
PG	PAGE
SF	SQUARE FEET
AC	ACRES
ELEV	ELEVATION
FF	FINISH FLOOR
FL	FLOWLINE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
STM	STORM
SAN	SANITARY
(S)	SAVE
(R)	REMOVE
PP—>	POWER POLE & GUY
COO	CLEAN OUT
GV▲	GAS VALVE
GM▲	GAS METER
GD▲	GAS DRIP

FLOOD ZONE NOTES

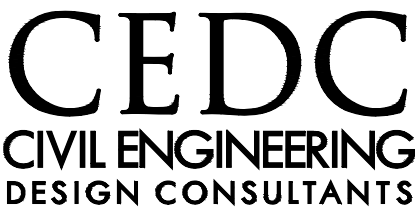
By graphic plotting only, this property does not lie within any special flood zone areas according to the flood insurance rate map panel number 281890191K and community number 290344 (City of Creve Coeur) which bears an effective date of February 4, 2015. The property lies within unshaded zone x (areas determined to be outside 500 year flood plain).

PREPARED FOR:



231 S. Bemiston Ave.
Suite 650
Saint Louis, Missouri 63105
314.569.5000
Fax: 314.569.5059
www.altusproperties.com

PREPARED BY:



10820 Sunset Office Drive
Suite 200
St. Louis, Missouri 63127
314.729.1400
Fax: 314.729.1404
www.cedc.net

BRANDON A. HARP, P.E. E-28650
PROFESSIONAL ENGINEER
CEDC LICENSE NO.: 2003004674

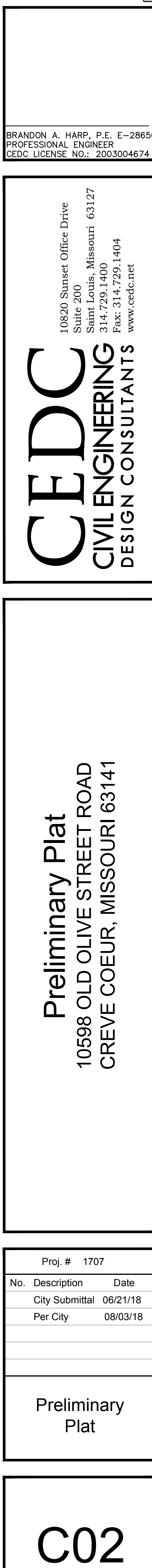


Preliminary Plat
10598 OLD OLIVE STREET ROAD
CREVE COEUR, MISSOURI 63141

Proj. # 1707		
No.	Description	Date
	City Submittal	06/21/18
	Per City	08/03/18

Preliminary
Plat

C01





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

Meeting: 08/27/18 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5729 - an Ordinance Amending Provisions of the Creve Coeur Zoning Code Regarding Signs and Related Matters. First Reading

Jason Jaggi, Director of Community Development, has submitted an application for revisions to the Sign Regulations and other Sections of the Zoning Ordinance for clarification and cross reference clean up based upon recent court action, as well as general corrections for formatting and typographical errors, clarification of existing concepts and deletion of extraneous text. The Planning and Zoning Commission recommended approval on August 20, 2018.

Ordinance

Meeting of August 27, 2018

BILL NO. 5729

ORDINANCE NO. _____

AN ORDINANCE AMENDING PROVISIONS OF THE CREVE COEUR ZONING CODE REGARDING SIGNS AND RELATED MATTERS.

WHEREAS, Chapter 405 of the City Code of Ordinances sets forth the City Zoning Code and includes regulations for signs and related matters, and

WHEREAS, Staff has applied for changes to clarify such regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on August 20, 2018 beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and by a vote of 5-0 recommended approval of these changes at its meeting on August 20, 2018; and

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest;

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

SECTION 1. In Section 405.120 of the Creve Coeur Code of Ordinances, the following definitions are revised to read as follows:

FLAG Any fabric or bunting containing distinctive colors, patterns or symbols used as a symbol of a government. Any other object with “flag-like” characteristics is a sign.

SIGN, INCIDENTAL SIGN A sign which is too small to be legible from a position off the premises, and for any such sign that is outdoors, on the exterior of a building or a window sign is less than 25 square feet.

Reserved

SECTION 2. Section 405.680 of the Creve Coeur Code of Ordinances is revised to read as follows:

BILL NO. 5729

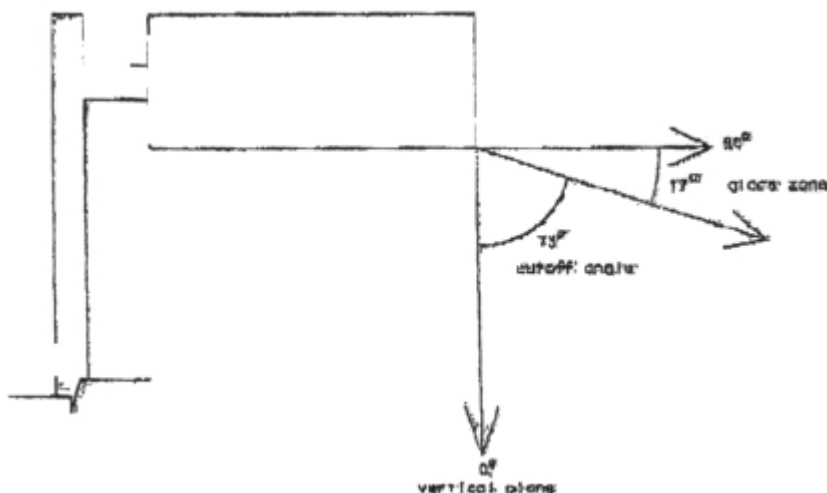
ORDINANCE NO. _____

A. *Definitions.* For the purposes of lighting regulations, terms used shall be defined as follows:

CUTOFF ANGLE

The angle at which a permanently attached shield directs light downward and obstructs light discharge in a manner that lessens glare emitted from the fixture. The cutoff angle is measured from the vertical plane which is perpendicular to the ground and is restricted to a maximum of seventy-three degrees (73°) as demonstrated in the following exhibit:

Cutoff Angle Defined



FULLY SHIELDED

A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected no greater than seventy-three degrees (73°) beyond the vertical plane perpendicular to the ground (see cutoff angle).

GLARE

Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see and, in extreme cases, causing momentary blindness.

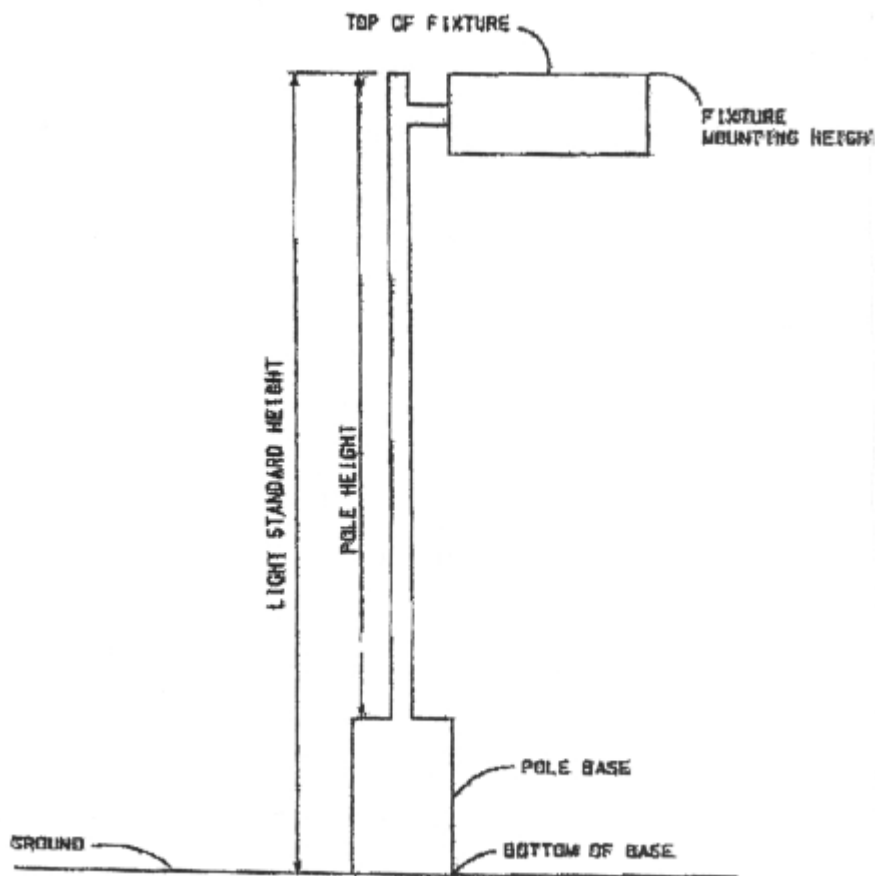
B. *General Standards.* The following standards shall apply to all exterior lighting fixtures within the City of Creve Coeur, Missouri:

1. The Planning and Zoning Commission shall review proposed lighting for non-residential building construction or for the replacement or addition of light standards on an existing non-residential development in accordance with Section **405.1080**. The submittal shall consist of a lighting plan for review by the Planning and Zoning Commission and shall include the type, number, brightness, type of cutoff/shielding and hours of usage of all fixtures. A detailed sketch, elevation or cutsheet shall be submitted for each type of light standard. The sketch for pole-mounted light standards shall consist of the pole base, the pole, the mounting arm or other attachment device and the fixture.

BILL NO. 5729

ORDINANCE NO. _____

Standards For Lighting Fixtures



Standards For Lighting Fixtures

2. In residential zoning districts ("A", "B", "C", "D" and "AR") lighting fixtures, except traffic signals and lighting for major outdoor recreation facilities, shall not exceed sixteen (16) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by the site development plan approval in accordance with Section **405.1080**.
3. In non-residential zoning districts lighting fixtures, except for traffic signals and lighting for major outdoor recreation facilities, shall not exceed twenty-four (24) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by site development plan approval in accordance with Section **405.1080**.
4. Lighting shall not be cast upon an adjacent property or right-of-way nor shall glare be emitted from an illuminant source.
5. The Planning and Zoning Commission may require lighting to be dimmed or connected to a motion detector between the hours of 10:00 P.M. and 6:00 A.M., but not less than an average of one (1) foot-candle of illumination as required by Section 405.810(4).
6. Parking lot light standards and lighting for loading areas shall consist of full cutoff, downcast fixtures with the illuminant source fully shielded from view.

BILL NO. 5729

ORDINANCE NO. _____

7. Lighting intended to illuminate building elevations, landscaping or signage shall shine directly onto the intended surface. Strips or strings of lights used to call attention to a commercial use or occupancy by outlining property lines, sales area, rooflines, doors, windows, wall edges or other architectural features of a building site are prohibited.

8. Sidewalk and pedestrian avenues may be lit by low, bollard-type lighting or as approved by the Planning and Zoning Commission. If reflectors or refractors are used, these devices shall direct light downward and shall meet the cutoff angle criteria. Under no circumstance shall light be directed outward.

9. The use of exposed neon as an illumination source for identification or as an architectural feature must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of the exposed neon.

10. No luminaire shall have any blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color, nor shall any beacon lights be permitted.

11. Illuminated signs shall meet the requirements of Section **405.930(F)**.

12. A bulb-type with a color rendering rating greater than seventy-five (75) shall be used. Highly rated elements include, but are not limited to, metal halide and incandescent bulbs. High/low pressure sodium and mercury vapor bulbs are prohibited.

13. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

14. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles on public thoroughfares.

C. Additional Provisions For Non-Residential Districts. To reduce the impact of non-residential districts on residential districts and to reduce instances of light trespass, either the cutoff angle or light standard height shall be decreased for lighting in non-residential districts that are closer than fifty (50) feet to the boundary line of an adjoining or abutting residential district ("A", "B", "C", "D" and "AR"). In such cases, the following shall apply:

1. The cutoff angle of lighting fixtures in non-residential districts shall decrease as the distance to the property line decreases as demonstrated in the following table:

BILL NO. 5729

ORDINANCE NO. _____

Distance	L.S. Height	Cutoff Angle
20	24	39.81
25	24	46.17
30	24	51.34
35	24	55.56
40	24	59.04
45	24	61.93
50	24	64.36

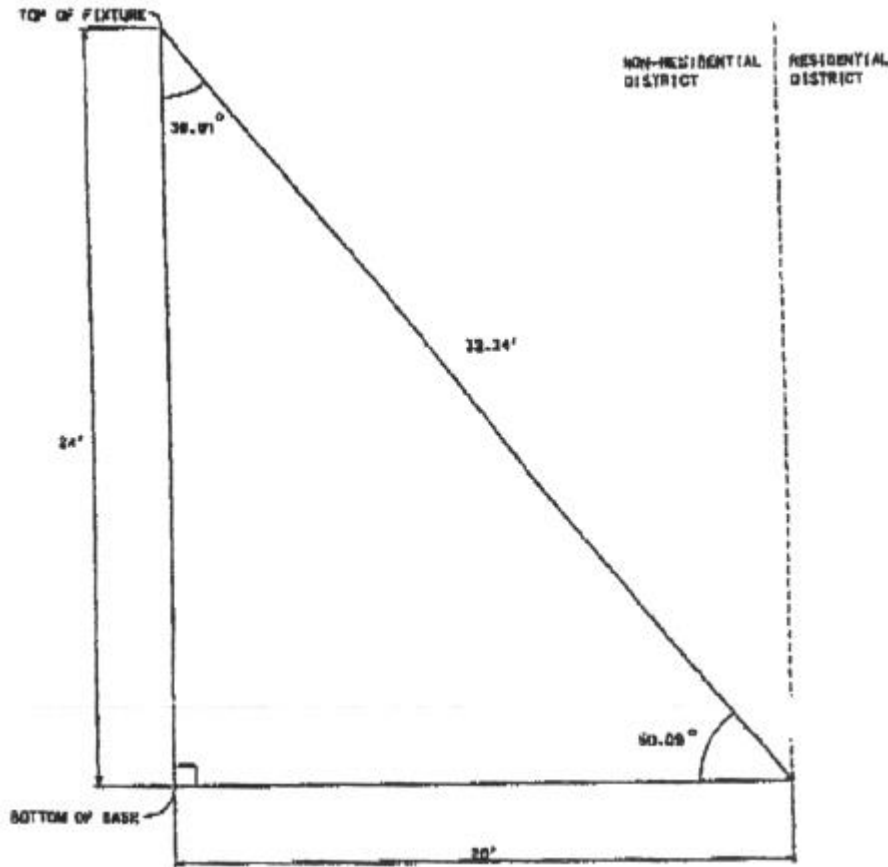
BILL NO. 5729

ORDINANCE NO. _____

When the light standard height is constant, the cutoff angle may be calculated as follows:

$$\Theta = \tan^{-1} (\text{Distance}/\text{Pole Height})$$

Where Θ = Cutoff Angle



Distance	L.S. Height	Cutoff Angle
20	6.12	73
25	7.64	73
30	9.17	73
35	10.70	73
40	12.23	73
45	13.76	73
50	15.29	73

The applicant may also modify light standard heights to adjust for cutoff, with the seventy-three degree (73°) cutoff angle constant. The pole height in a non-residential district may be altered as follows:

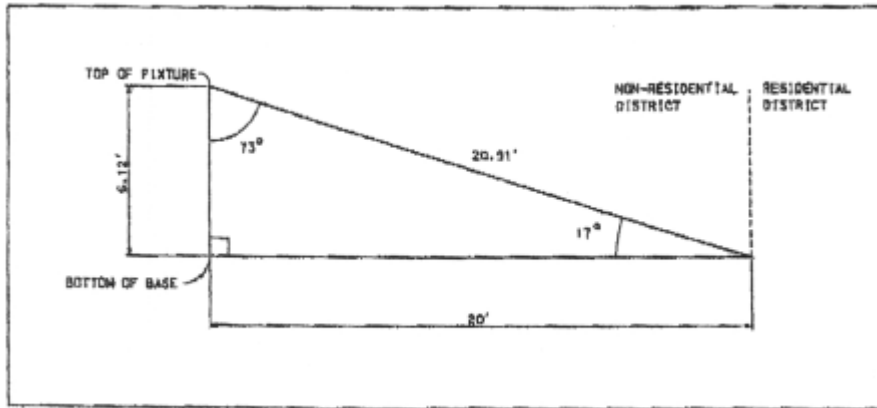
BILL NO. 5729

ORDINANCE NO. _____

When the cutoff angle is constant, the pole height may be calculated as follows:

$$\text{Pole Height} = \text{Distance} / \tan \Theta$$

Where Θ = Cutoff Angle



2. If a year-round, opaque screen is present or proposed along the boundary between the non-residential district and the residential district and the screen prohibits light travel onto the an adjoining or abutting property, the Planning and Zoning Commission may waive the above restrictions established in Section **405.680(C)(1)** of this Chapter and approve light standards with cutoff angles and heights regulated in "General Standards" Section **405.680(B)** of this Chapter.

D. *Major Outdoor Recreation Facilities.* Lighting systems and standards for major outdoor recreation facilities as determined by the Planning and Zoning Commission, such as athletic fields or stadiums, shall require approval of conditional use permit in accordance with Section **405.1070**.

E. *Holiday Lighting.* Additional holiday-style lighting may be displayed for periods not to exceed 45 days in any 90-day period provided it otherwise meets the foregoing requirements.

SECTION 3. Section 405.740 of the Creve Coeur Code of Ordinances is added to read as follows:

Section 405.740. Flags.

Flags shall be permitted in any zoning district without a permit. Each lot or parcel of land in the City shall be limited to the display of not more than two (2) flags. Parcels of land in excess of five (5) acres in size, however, may display additional flags, provided that there are not more than four (4) flags displayed per five (5) acres of land area. In order to meet public expectations, within five (5) days prior to and three (3) days following a national holiday such as Independence Day, Memorial Day or Veterans Day, there shall be no limitation on the number of flags displayed on any parcel of land within

BILL NO. 5729

ORDINANCE NO. _____

the City. Flagpoles require a building permit and shall not exceed twenty-five (25) feet in height in residential districts and thirty-five (35) feet in height in non-residential districts.

SECTION 4. Article VIII Of Chapter 405 of the Creve Coeur Code of Ordinances is revised to read as follows:

Section 405.910. Purpose and Intent.

[R.O. 2008 §26-100; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

These regulations 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. These regulations are intended to promote the public health, safety and general welfare through a comprehensive set of reasonable standards and requirements. These regulations: allow for the identification of places of commerce, the communication of public and commercial information necessary for efficient and safe traffic movement, and freedom of speech subject to reasonable restrictions as to time, place and manner; protect the public from the dangers of unsafe signs; lessen hazardous situations, confusion and visual clutter caused by a proliferation of signs competing for the attention of pedestrian and vehicular traffic; allow for increased signage during election periods to meet public expectations, and enhance the attractiveness and economic well-being of the City of Creve Coeur.

Section 405.920. Sign Permits.

[R.O. 2008 §26-101; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §7, 12-13-2010; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. It shall be unlawful for any person to erect, perform major repair, alter, move, replace or otherwise change a sign requiring a sign permit in the City of Creve Coeur without first obtaining a sign permit from the Zoning Administrator or Planning and Zoning Commission as provided by this Article. (But see 405.930(J) regarding substitutability of messages). An application for a sign permit shall be submitted to the Zoning Administrator and shall include and be accompanied by plans that show the size and shape of the sign, the location of the proposed sign, the setbacks from surrounding properties, the type of illumination and proposed lighting, the materials used to construct and the method used to support the sign or attach it to a building. If the proposed sign is one that must be reviewed and approved by the Planning and Zoning Commission, the application shall comply with and be in accordance with the format and procedures adopted by the Planning and Zoning Commission and shall be filed with the Zoning Administrator in both paper format and electronic format that can be read by a word processing program used by the Zoning Administrator.

B. If the proposed sign is one that may be approved by the Zoning Administrator, then, within twenty-one (21) days after the application for a sign permit has been received by the Zoning Administrator, he/she shall respond to the applicant advising said applicant whether or not the sign requested conforms with this Article. If the requested sign does not comply with this Article, the applicant will be advised to re-submit the signage plan correcting the deficiencies so that a sign permit can be issued,

BILL NO. 5729

ORDINANCE NO. _____

If no response is received within twenty-one (21) days, the application shall be deemed to have been approved. If the proposed sign is one that must be reviewed and approved by the Planning and Zoning Commission, then the Planning and Zoning Commission shall respond to the applicant within sixty (60) days after receipt of the application by the Zoning Administrator advising said applicant whether the sign requested has or has not been approved. If no response is received within sixty (60) days, the application shall be deemed to have been approved. Upon denial, the applicant may appeal to the Board of Adjustment pursuant to Sections 405.1040 and 405.1110 of the zoning ordinance. The Zoning Administrator shall maintain a record of all sign permits issued, which records shall show date of application and date of issuance of permits.

Section 405.930. General Provisions.

[R.O. 2008 §§3-1; 26-102; Ord. No. 513 §49, 12-23-1968; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5001 §1, 9-6-2007; Ord. No. 5021 §1, 1-28-2008; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Scope. The provisions of this Section shall apply to all signs in the City, unless a sign is specifically exempted by Section 405.930(E) of this Article. Every sign shall comply with all other applicable ordinances of the City. In case of a conflict between the provisions of this Section and other applicable provisions, the more restrictive shall govern. Any sign not specifically provided for herein as a permitted sign or a prohibited sign shall be designated as a permitted sign or a prohibited sign by the Zoning Administrator consistent with Section 405.910. Purpose and Intent, and the most closely applicable provisions of this Article. If said sign is designated as a permitted sign, then said sign shall be subject to all limitations and provisions stated herein for a permitted sign which is most similar to said sign.

B. Maintenance And Safety.

1. All signs and related structures shall be maintained in good repair, free of rust, peeling, flaking, fading, broken or cracked surfaces and broken or missing letters.

2. All signs and related structures shall be maintained in a safe and clean condition. Whenever the Zoning Administrator determines that a sign has become structurally unsafe or endangers life or property or is not being maintained in good repair, a notice shall be sent to the owner or person in charge of the sign that the sign be made safe, repaired or removed. The owner or person in charge of the sign shall have ten (10) days from receipt of such notice in which to comply.

C. Non-Conforming Signs. No new or existing sign may be constructed, altered in structure, relocated or replaced, unless the sign conforms to all the provisions of this Article and any required sign permit has been issued by the Zoning Administrator, or unless the sign was destroyed or damaged as a result of forces beyond the reasonable control of the owner of the sign and their tenants, employees, agents and representatives and it is replaced in its prior form and structure, or unless the sign is specifically exempted from the provisions of this Article. Nothing in this Section shall relieve the owner or user of a non-conforming sign from the provisions of this Article regarding safety, maintenance and repair of signs specified in Section 405.930(B), Maintenance and Safety.

[Ord. No. 5553, 11-13-2017]

D. Prohibited Signs. The following types of signs are specifically prohibited in the City:

BILL NO. 5729

ORDINANCE NO. _____

1. No person shall paint, post, place, hang, suspend or affix any advertisement, card, poster, sign, banner or streamer of any nature or for any purpose or cause the same to be done on or to any curbstone, flagstone or any other portion of any street or sidewalk or upon any tree or lamppost standing or erected on any public street or right-of-way or other public place or upon any pole erected upon any public street or right-of-way or other public place, which pole is used to carry telephone wires or cables, electric light wires or other electric conductors, or to any hydrant, bridge or other public structure within the City; provided however, that nothing contained in this Section shall apply to any official notice required by law or ordinance to be posted by public officers of the City or any other governmental agency.

2. Signs legible from a public right-of-way that imitate, blend or conflict with or that otherwise may be confused with traffic signals and signs, that are not directional signs required by the City or other traffic authority for traffic efficiency and safety. Such signs shall include, but not be limited to, signs that are imitations of official "stop", "go", "caution", "danger" or "warning" signs.

3. Signs that are of a size, location, movement and/or illumination as may be confused with or construed as a traffic control device or which might obstruct from view any traffic or street sign or signal, that are not directional signs required by the City or other traffic authority for traffic efficiency and safety.

4. Signs that falsely advertise that an activity, business, product or service is sold or conducted on the premises upon which the sign is located and thereby misdirect traffic. Such signs shall be removed within thirty (30) days of written notification to the owner of the premises.

5. Signs on public land, except those erected at the direction of or with the permission of an appropriate public authority.

6. Vehicular signs on parked vehicles which are not painted directly on or affixed flat against the factory surface of a vehicle. This provision does not permit appendages or modifications to a vehicle for advertising purposes. Exempted from this Section are vehicular signs affixed to vehicles when said vehicles park temporarily and only to make immediate deliveries or pickups.

a. Any vehicle displaying permitted vehicular signs owned by or operated on behalf of a business operating within the City limits shall only park said vehicle when at the business location behind the front building line within a properly designated parking space. Where such parking is not available, said vehicle shall park as far from the right-of-way and in the least visible area possible, in relation to the public rights-of-way.

b. Any vehicle which displays a permitted vehicle sign shall not park between 2:00 a.m. and 5:00 a.m. within residential zoning districts including "A", "B", "C", "D", "AR" or in a residential development in any zoning district within the corporate limits of Creve Coeur, unless such vehicle is parked within an enclosed garage. Governmental and public safety vehicles shall be exempt from this provision, as well as construction-related vehicles parked on property under construction.

7. Moving signs including those of which all or any part of the sign moves or appears to move. This prohibition against moving signs shall extend to devices including strings of light bulbs and rotating signs, whether part of any signs or maintained as an independent feature. This prohibition does not apply to exempted governmental and official signs.

8. Snipe signs.

BILL NO. 5729

ORDINANCE NO. _____

9. Unsightly or unkempt or damaged signs.

10. Roof signs.

11. Projecting signs, except those otherwise permitted by Section 405.950(H)(4) or other Sections of this Article.

12. Any sign structure which no longer supports a sign. Exempted from this Section is a sign structure which is temporarily void of a sign due to a permitted alteration or repair. A sign permit or an application for a sign permit for this alteration or repair must be on file with the Department of Public Works and said alteration or repair must be completed within one (1) month of the issuance of the approved sign permit.

13. Changeable copy signs (manual or automated). Exempted from this provision are: manually changeable bulletin board signs as allowed by Section 405.940(E); marquee signs, if approved pursuant to Section 405.950(H)(2); signs defined in Section 405.930(E)(1) (governmental and official signs); illuminated devices as allowed by Section 405.930(F)(2); and signs in Section 405.950(I)(6) (gasoline price signs).

14. Permanent or temporary window signs above the finished floor level of the second (2nd) story including lettering painted or applied to glass and temporary displays as defined in Section 405.950(G)(1) located above the ground floor.

15. Back-lit awnings and lighted canopies.

16. Portable signs except as allowed by Section 405.950(G)(5).

17. Inflatable signs, tethered balloons, banners, pennants, wind-driven spinners, or streamers, except as otherwise provided in Section 405.950(G)(2), Temporary Displays and Signs.

18. Individuals dressed in costume as human signs to distract motorists in violation of Chapter 610.

19. Signs extending over a roadway.

20. Except as may otherwise be expressly authorized by this Article VIII, signs exceeding fifty (50) square feet in gross sign area.

E. Exempted Signs. With the exception of Sections 405.930(B), Maintenance and Safety, 405.930(D), Prohibited Signs, and 405.930(G), Miscellaneous Requirements, the provisions and regulations of this Article shall not apply to the following signs:

1. Governmental and official signs including, but not limited to, the following:

a. Public notices and official notices posted or authorized by government officials in the performance of their duties including changeable copy signs not exceeding thirty (30) square feet of sign area per face.

b. Signs for the control or direction of traffic and other authorized public purposes, including on private property as required by the City or other traffic authority.

BILL NO. 5729

ORDINANCE NO. _____

2.

Signs not exceeding two (2) square feet in sign area individually and not exceeding six (6) square feet in the aggregate, including, but not limited to, the following:

a.

Nameplates, attached to a structure and not exceeding two (2) square feet in area, used to identify a professional service or home occupation permitted in the single-family residential zoning district in which the sign is located.

b. Residential address number located on a sign not larger than one (1) square foot in gross sign area.

c. Commercial address numerals, which are required to be prominently displayed on each building, not to exceed two (2) square feet in area. Larger address numerals may be permitted elsewhere in this Article and would be subject to the provisions and regulations of the particular Section.

d. No parking and no trespassing signs.

3. Incidental signs.

F. Illuminated Signs. The following requirements shall apply to illuminated signs:

1. The light from any illuminated sign shall be so shaded, shielded and/or directed in such a manner that the light intensity or brightness will not be a substantial nuisance to the residents or occupants of surrounding areas.

2. No sign shall have blinking, flashing or fluttering lights or other illuminating device of variable light intensity, brightness or color. Clocks and thermometers which only indicate the time or temperature shall not be considered flashing signs, provided that the gross area of such devices is not greater than sixteen (16) square feet per face (maximum of two (2) faces), the vertical dimension of any letter or number is not greater than twenty-four (24) inches and the color or intensity of light is constant except for periodic changes in the information display, which occur not more frequently than once every fifteen (15) seconds. Beacon lights are not permitted.

3. If a sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building facade. 

4. No exposed reflective-type bulb or incandescent lamp which exceeds forty (40) watts or LED equivalent shall be used on the exterior surface of any sign in such manner as to expose the face of the bulb, light or lamp to any public street or adjacent property.

5. The use of exposed neon in a window sign(s) with aggregate area larger than six (6) square feet must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of such sign(s).

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6. Temporary signs shall not be illuminated.

G. Miscellaneous Requirements. All signs shall comply with the following general requirements:

BILL NO. 5729

ORDINANCE NO. _____

1. Sign faces. When a sign is allowed two (2) sign faces, the sign faces shall be parallel to one another and not more than fourteen (14) inches apart unless specifically authorized to deviate from this requirement by an applicable portion of this Article.

2. Projections. No sign shall project beyond a property line or into a public right-of-way, except traffic control signs as authorized pursuant to the traffic code and public information signs as approved by the City Council.

3. Life safety code compliance. All signs shall comply with all applicable life safety codes including the structural and fire safety provisions of the Building Code and the electrical provisions of the Electric Code of the City of Creve Coeur.

4. Obstruction to exit ways. No sign shall be erected, displayed or maintained so as to obstruct any fire escape, any required exit way, window or door opening used as a means of egress or to obstruct any other means of egress required by the Building Code of the City of Creve Coeur.

5. Obstruction of ventilation. No sign shall be erected, displayed or maintained in a manner that interferes with any opening required for ventilation under the Building Code of the City of Creve Coeur.

6. Architectural consistency. Sign installations shall be consistent with, and not conceal, the architectural detail of a building.

H.

I. Sign Setbacks. All permanent signs shall be set back from property lines according to the regulations specified in this Article or as otherwise required by any other applicable City ordinance. Temporary signs shall be set back at least five (5) feet from the edge of pavement of any road and shall be located outside of the right-of-way of any State, County, or City road.

J. Substitutability. Whenever a commercial sign would be permitted under this Article, a sign bearing a political or other non-commercial message may be installed in its place, provided it otherwise complies with this Article. Subject to the landowner's consent, a non-commercial message of any type may be substituted for any duly permitted or allowed commercial message or any other duly permitted or allowed non-commercial message; provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other non-commercial message. This provision does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirements that a sign otherwise comply with this Article and that a sign structure or mounting device be properly permitted.

Section 405.940. Signs in Residential Districts.

[R.O. 2008 §26-103; Ord. No. 1903 §1, 11-24-1997; Ord. No. 1966 §1, 11-23-1998; Ord. No. 2287 §1, 6-28-2004; Ord. No. 5033 §3, 3-24-2008; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5417 §1, 2-9-2015; Ord. No. 5437 §2, 9-16-2015]

A. General Limitations. It shall be unlawful to erect, permit the erection of, display or permit the display of any sign on property in a residential zoning district, unless such sign is expressly permitted by this

BILL NO. 5729

ORDINANCE NO. _____

Section, subject to all of the limitations and provisions stated herein. All signs require a permit except as otherwise provided herein.

B. Residential Development Signs. Permanent signs designating a subdivision, neighborhood or multi-family development for traffic efficiency and safety shall be approved by the Planning and Zoning Commission through the site development plan approval process as defined in Section 405.1080. Such signs shall be limited to twelve (12) square feet per sign face with a maximum of two (2) sign faces.

C. Exempt Signs In All Residential Districts. No permit shall be required for the following signs provided that the signs are erected by the owner or with the owner's permission.

1. Any lot in a residentially zoned area shall be permitted one (1) sign with a maximum sign area of six (6) square feet per sign face and a maximum of two (2) sign faces, except that if the lot is on the market for sale or lease, then it shall be permitted one (1) additional sign of six (6) square feet per sign face and a maximum of two (2) sign faces. Because the foregoing Section allows a residentially zoned lot to have two (2) signs if it is on the market for sale or lease, for example that allows for a residential sign containing information advertising the lot for sale, lease or rent, and an open house sign. Because other residentially zoned properties are always allowed at least one (1) sign, that allows, for example, an additional open house sign off site on other private property with the other owner's permission.

2. Temporary signs during an election. Within forty-five (45) days prior to and ten (10) days after any election held within Creve Coeur, temporary signs may be allowed with the owner's permission in addition to the permitted signage otherwise allowed on a residentially zoned lot or parcel of land in the City. Each such lot or parcel of land shall be permitted one (1) or more single- or double-faced signs although no single sign face shall exceed six (6) square feet. The number of such additional temporary signs on a lot shall not exceed the total number of candidates and propositions on the election ballot.

D. Single-Family Lots Fronting On A Numerically Designated State Highway. Any lot in a single-family residentially zoned area which fronts on and has direct access available from a numerically designated State highway which has received site development plan approval for an office, day care center or retail service uses, as provided by Section 405.450(E), may have a combination of one (1) low monument sign, wall signs, window signs or signs affixed or painted on canopies or awnings. Because these lots are within residential areas, the total gross sign area, counting all faces, shall be consistent with that of other lots in residentially zoned areas and shall not exceed twelve (12) square feet. An additional rear entrance to such a business may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door. Permits shall be required for all signs allowed by this paragraph.

E. Institutional Uses In Residential Districts.

1. Permanent attached signs. Institutional uses in residential districts such as schools and places of worship shall be allowed one (1) permanent sign not exceeding twelve (12) square feet in size, except, however, that any such use which has a minimum of two (2) street frontages which each exceed three hundred (300) lineal feet shall be permitted two (2) such signs. One (1) permanent sign may be a bulletin board sign with manually changeable copy.

2. Low monument signs. An institutional use in a residential district occupying a site of at least thirty thousand (30,000) square feet may also be permitted a single, low monument sign, which can include a manually changeable bulletin board feature on each face, provided such sign contains not more than

BILL NO. 5729

ORDINANCE NO. _____

twelve (12) square feet of sign area per face with not more than two (2) faces, is not more than six (6) feet in total height above the elevation of the adjacent finish grade, is set back at least ten (10) feet from the right-of-way of said fronting street or highway, is not located within the site distance triangle described in Section 405.670 of this Chapter and the site meets one (1) of the following criteria:

a. The site has at least three hundred (300) feet of lot frontage on a street or highway other than Lindbergh Boulevard; or

b. The site has at least two hundred (200) feet of lot frontage on Lindbergh Boulevard.

3. Campus low monument sign. An institutional use in a residential district occupying a site in excess of five (5) acres may, by filing a plan with the Zoning Administrator, have a single, freestanding, permanent sign in accordance with the following standards:

a. Maximum sign area. Sixty (60) square feet.

b. Maximum area per sign face. Twenty-four (24) square feet.

c. Maximum height. Six (6) feet above prevailing base grade.

d. Setback on right-of-way. Fifteen (15) feet from adjacent roadway surface and at least one foot from the edge of public right-of-way.

4. Parking direction signs. One (1) freestanding parking direction sign, which may be internally illuminated subject to Section 405.930(F), shall be required for every one hundred fifty (150) parking spaces with not more than two (2) sign faces, provided the sign shall not exceed fifteen (15) square feet in gross sign area per face, the sign height shall not exceed four (4) feet in height and no portion of the sign shall extend into the public right-of-way. The sign shall be placed within the parking lot and for enhanced traffic directional purposes may identify the institution in addition to messages providing directional information. The Zoning Administrator may allow fewer signs for good cause.

5. Temporary signs. Institutional uses in a residential district may be permitted one (1) temporary sign not exceeding twelve (12) square feet in size, provided that the display of such sign shall be limited to three (3) times per year for up to thirty (30) days each period. A separate sign permit shall be required for each event.

F. On-Site Construction Signs. When property is under construction, pursuant to an issued building permit, an additional sign not to exceed twenty-four (24) square feet in gross sign area and not to exceed six (6) feet in height from top of sign to top of grade or two (2) feet in height from bottom of sign to top of grade shall be permitted. Such a sign shall not be erected in a public right-of-way and shall be removed ten (10) days after the receipt of an occupancy permit for a building or development or ten (10) days after the completion of the work if no occupancy permit is required.

Section 405.950. Signs in Non-Residential Districts.

[R.O. 2008 §26-104; Ord. No. 1903 §1, 11-24-1997; Ord. No. 1919 §1, 1-26-1998 Ord. No. 1977 §§1 — 5, 1-11-1999; Ord. No. 2236 §1, 10-27-2003; Ord. No. 2287 §1, 6-28-2004; Ord. No. 5073 §§3 — 4, 1-8-2009; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

BILL NO. 5729

ORDINANCE NO. _____

A. General Limitations. It shall be unlawful to erect, permit the erection of, display or permit the display of any sign on property in a non-residential zoning district unless such sign is expressly permitted by this Article, subject to all of the limitations and provisions stated herein. All signs permitted by this Section shall require the issuance of a sign permit, except for allowed temporary, incidental and portable signs.

B. Permanent Attached Signs.

[Ord. No. 5553, 11-13-2017]

1. In-Line Or Mid-Block Uses. 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. Where the use has a storefront facade without the main entrance, the user may allocate a portion of the total gross sign area allowed by this paragraph to one (1) additional sign located on the storefront. No use shall be permitted more than two (2) permanent attached signs under this paragraph.

2. 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 per individual use, subject to the same size limitations, where the building faces two (2) or more public streets and is not separated from the streets by any other building or if the main entrance is internal to a development and does not face a street, and the main entrance is clearly designed not to be the rear of a building. The additional attached sign shall be located on a building elevation which does not face the same street as the primary attached sign and shall not be placed on the elevation that is used as a main entrance. In any event, no individual use shall have more than two (2) signs.

3. Rear Entrances. A rear entrance to an individual or freestanding business used for delivery purposes may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door. In locations where individual businesses or uses are grouped together in a shopping center, the permanent signs should maintain uniformity in location, height and general design.

C. Low Monument Signs.

[Ord. No. 5553, 11-13-2017]

1. Single tenant/occupant buildings and buildings with up to three (3) tenants/occupants:

a. A project or development with a site area of at least thirty thousand (30,000) square feet and less than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: thirty (30) square feet per face.

(2) Maximum number of faces: two (2) faces.

BILL NO. 5729

ORDINANCE NO. _____

(3) Maximum sign height: six (6) feet above prevailing base grade.

(4) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(5) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

b. A project or development with a site area of more than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: thirty-five (35) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade.

(4) Minimum setback: fifteen (15) feet from the adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(5) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

2. Multi-tenant buildings with four (4) or more tenants/occupants. For multi-tenant buildings with four (4) or more tenants/occupants:

a. A project or development with a site area of at least thirty thousand (30,000) square feet and less than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: forty (40) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade

(4) Minimum letter height: six (6) inches for primary text on tenant panels along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map.

(5) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

b. A project or development with a site area of at least two (2) acres but less than five (5) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: fifty (50) square feet per face.

BILL NO. 5729

ORDINANCE NO. _____

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade.

(4) Minimum letter height: six (6) inches for primary text on tenant panels along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map

(5) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

c. A project or development with a site area of more than five (5) acres shall be permitted a single low monument in accordance with the following standards:

(1) Maximum sign area: sixty (60) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: twelve (12) feet above prevailing base grade.

(4) Minimum letter height: six (6) inches for primary text on tenant panels along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map

(5) Minimum setback from right-of-way: twenty (20) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

(7) Additional sign permitted: 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.

3. *Design Standards.* The following design standards apply to all low monument signs:

a. 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 shall be provided pursuant to a landscape plan with a plant schedule subject to the Zoning Administrator's approval in conjunction with the sign permit application for the low monument sign. The required landscape area may be modified by the Zoning Administrator where it is found that due to pre-existing circumstances the provision of said landscape area will cause an undue burden on the ability to effectively use the property.

b. The sign shall be constructed of the same or similar architectural elements and in similar materials and colors as the related buildings.

BILL NO. 5729

ORDINANCE NO. _____

c. The sign shall have a solid base of at least one (1) foot in height with brick, stone or other material to match the related buildings.

d. When internally illuminated, sign faces shall be constructed of an opaque, surface designed to illuminate the text or graphics.

4. *Separation Reduction.* The minimum separation standards of this Subsection (C) may be reduced up to fifty percent (50%) of the applicable requirement by the Zoning Administrator where it can be demonstrated that site conditions preclude full compliance.

5. *Sight Distance Triangle.* Low monument signs shall not be located within the sight distance triangle as defined in Section 405.120, Definitions, of this Chapter.

6. *Address Numerals.* Address numerals not exceeding two (2) square feet in area may be placed on a low monument sign and shall not count against the allowable maximum sign area. No address numerals shall be placed on the base of the sign.

D. Attached Signs For Multi-Floor Office, Mixed-Use, And Residential Buildings.
[Ord. No. 5553, 11-13-2017]

1. Each freestanding, single- or multi-tenant office building of two (2) floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

2. Each freestanding, single- or multi-tenant office building of three (3) or more floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet for a three-story building, with an additional ten (10) square feet of sign area allowed for each additional floor over three (3), up to a maximum of one hundred fifty (150) square feet. 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 not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

3. Each freestanding, multi-tenant mixed-use building with individual restaurant, retail, or service commercial uses on the first floor and offices located on one (1) or more floors above may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

4. Each freestanding, multi-family residential building may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

BILL NO. 5729

ORDINANCE NO. _____

E. Address Signs. For fire protection and traffic safety and efficiency, each freestanding single- or multi-tenant office building shall have one (1) set of address numerals per building frontage. These numerals must be affixed flat against the facade of the building and no part of the numerals shall project above the roof or parapet line of the building. The square footage shall be determined by measuring the rectangle formed by outlining the numeral. Each numeral shall not exceed the sign limitations listed in the following table:

Height of Sign on Building (story)	Distance from R.O.W. (feet)	Allowable Square Footage per Numeral (square feet)
1	0 — 100	2
1	101 — 250	3
1	over 250	4
2	0 — 100	3
2	101 — 250	4
2	over 250	5
3	0 — 100	4
3	101 — 250	5
3	over 250	6
4	0 — 100	5
4	101 — 250	6
4	over 250	7
5	0 — 100	6
5	101 — 250	7
5	over 250	8
6	0 — 100	7
6	101 — 250	8
6	over 250	9
over 6	0 — 100	8
over 6	101 — 250	9
over 6	over 250	10

F. Multi-Tenant Real Estate Information Signs. Pursuant to Section 67.317, RSMo., each multi-tenant building or complex (where more than one (1) building is in the same development) may be permitted one (1) permanent real estate information sign, subject to the following:
[Ord. No. 5553, 11-13-2017]

BILL NO. 5729

ORDINANCE NO. _____

1. The gross sign area shall not exceed twenty-four (24) square feet per face with a maximum of two (2) sign faces. Decorative edge treatments shall not be included in the gross sign area.

2. The sign shall not be more than six (6) feet in total height above the elevation of the prevailing base grade, shall be set back at least fifteen (15) feet from the adjacent roadway surface and at least one (1) foot from edge of public right-of-way, located a minimum of one hundred fifty (150) feet from any other ground sign on other property on the same side of the street, and shall not be located within the site distance triangle as defined in Section **405.120**, Definitions, of this Chapter. The minimum separation standards may be reduced up to fifty percent (50%) of the applicable requirement by the Zoning Administrator where it can be demonstrated that site conditions preclude full compliance.

3. The sign shall be permanently affixed to the ground with rot- and insect-resistant materials without use of supporting wires, cross-bracing or stanchions.

4. The aggregate visible width of the supporting legs or base shall be at least one-quarter (1/4) of the width of the sign.

5. The edges of the sign shall be boxed-in, framed or otherwise enclosed to eliminate visible gaps or spaces between any sign panels.

6. The sign copy shall be applied and protected with weather-resistant materials and finishes.

7. Any attached "riders" (e.g., available floor area) on the sign shall be incorporated within the external dimensions of the sign and are limited to one (1) rider per sign face.

8. These provisions shall not be applicable to single-tenant or single-occupant properties, which instead are subject to Section **405.950(G)(4)**, Temporary signs for single-tenant properties.

9. Nothing in these provisions shall be deemed to limit or alter in any way the provisions of Section **405.930(J)**, Substitutability, of this Chapter.

G. Temporary Signs. The following signs are permitted as temporary to a given ground floor business or use and are not to be included in calculating the allowable gross sign area for permanent signs:

1. Window signs. The total gross sign area of all window signs as defined in Section **405.120**, Definition of Terms, shall not exceed twenty percent (20%) of the area of any individual window located in the lowest eleven (11) feet of the storefront as measured from the adjacent exterior grade. For the purposes of this Section, panes of glass separated by a structural column or portion of exterior finished wall shall be considered individual windows. Further, glass located within a door, whether or not it is used as an entrance/exit, is not an eligible location for a window sign. No window signs are allowed more than eleven (11) feet above the adjacent grade. Appropriate types of signage include die-cut vinyl, screen printing and/or gilding applied to or etched on surface of the storefront glazing or composed of artistically rendered skeletal or product. Graphics painted directly onto the glass surface are prohibited.

2. Temporary displays and signs. Temporary displays such as banners or posters shall be permitted for ground floor retail sales and service uses. These special displays shall be limited to two (2) times per year for up to three (3) weeks each period. A separate sign permit shall be required for each event. These temporary displays shall be constructed and lettered to a professional quality and the size of banners or posters shall not exceed the allowable square footage for permanent signs. Permitted

BILL NO. 5729

ORDINANCE NO. _____

balloons shall not exceed two (2) feet in length or width. The items shall be secured in such a manner as to minimize movement and shall be attached to the main building or structure and not be erected as freestanding elements or attached to vehicles or low monument signs, and shall be no more than eighteen (18) feet above the ground elevation.

3. Temporary signs during an election. Within forty-five (45) days prior to and ten (10) days after any election held within Creve Coeur, temporary signs may be allowed with the owner's permission in addition to the permitted signage allowed on any non-residentially zoned lot or parcel of land in the City. Each lot or parcel of land shall be permitted one (1) or more single- or double-faced sign although no single sign face shall exceed twelve (12) square feet. The number of such temporary signs on a lot shall not exceed the total number of candidates and propositions on the election ballot.

4. Temporary real estate signs on single-tenant/occupant properties. Pursuant to Section 67.317 RSMo., in addition to the permitted signage on any single-tenant/occupant non-residential premises, temporary real estate signs are allowed offering the premises for sale, lease or rent. Such signs shall be limited to advertising the premises on which they are located, shall be a maximum of six (6) feet tall and shall be limited to twenty-four (24) square feet per sign face with a maximum of two (2) sign faces. Temporary real estate signs shall be removed from the premises ten (10) days after the premises is sold, leased or rented. These provisions shall not apply to multi-tenant/occupancy properties and if the property is subsequently converted to multi-tenant occupancy, the requirements of Section 405.950(F), Multi-Tenant Real Estate Information Signs, shall be enforced on the property.

5. Portable signs. In all commercial districts, one (1) portable sandwich board sign limited to six (6) square feet and no more than four (4) feet in height shall be allowed per business address, without a permit, provided that such sign is no more than four (4) feet from the front door entrance, the sign does not obstruct pedestrian movement, and the sign does not obstruct or otherwise pose a hazard to motor vehicle traffic. Such signs must be stored inside between dusk and dawn.

6. Signs on converted residential structures in commercial zoning districts. Each residential structure which has been converted to a commercial use by approval of a site development plan by the Planning and Zoning Commission may have one (1) or more wall signs, window signs or signs affixed or painted on canopies or awnings with a total gross sign area not to exceed twenty-five (25) square feet. A rear entrance to such business may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door.

H. Special Purpose Signs. Signs authorized in this Subsection are not to be included in calculating the allowable gross sign area for permanent signs.

1. Parking and other direction signs. One (1) freestanding parking direction sign per direction of traffic, which may be internally illuminated, shall be required for each driveway, provided the sign shall not exceed three (3) square feet in gross sign area per face, the sign height shall not exceed three (3) feet and no portion of the sign shall extend into the public right-of-way. If the sign is located at a private driveway, for enhanced traffic directional purposes it may identify the business in addition to messages providing directional information. Other directional signs shall be installed as may be required by the City.

2. Marquee signs. Marquee signs for theaters, cinemas, exhibition centers and similar public assembly uses shall be permitted only upon the specific authorization of the Planning and Zoning Commission, subject to such restrictions and conditions as the Commission may deem necessary after a site development plan is reviewed under the provisions of Section 405.1080.

BILL NO. 5729

ORDINANCE NO. _____

3. On-site construction signs. When the property is under construction pursuant to an issued building permit, an additional sign, not to exceed thirty-two (32) square feet in gross sign area per face with a maximum of two (2) faces and not to exceed ten (10) feet in height from top of sign to top of grade or two (2) feet in height from bottom of sign to top of grade, shall be permitted. Such a sign shall be erected out of the public right-of-way and shall be removed ten (10) days after completion of a project and not later than ten (10) days after issuance of occupancy permit.

4. Covered walkway signs. A sign not to exceed two (2) square feet in gross sign area may be hung from the ceiling of a covered walkway that is attached to the front of a retail store. Such a sign shall not exceed eighteen (18) inches in drop from the bottom of the said sign to the ceiling surface of the covered walkway, nor shall the bottom of said sign be less than seven (7) feet above the sidewalk surface it is hanging over. Only one (1) covered walkway sign per business shall be allowed. Such a sign shall be hung perpendicular to the retail storefront so as to be beneficial to pedestrian traffic.

I. Automobile Service Stations.

1. Signs located on property used for automobile service stations shall be subject to the provisions and limitations set forth in this Section.

2. No sign shall be attached to any pole, light standard or gasoline tank vent pipe. No sign shall be attached to a gasoline pump excepting those provided for in Section 405.950(1)(5).

3. Wall signs.

a. Not more than one (1) wall sign shall be permitted for each automobile service station. This wall sign shall not exceed twenty-five (25) square feet in gross sign area.

b. In instances where the washing of motor vehicles is an accessory service being offered on a property used for an automobile service station, one (1) additional wall sign shall be permitted. This wall sign shall not exceed ten (10) square feet in area. Further, one (1) sign designating the entrance to and one (1) sign designating the exit from the washing area shall be affixed directly to the structure near such entrance or exit for traffic safety and efficiency. The gross sign area of such signs shall not exceed twelve (12) square feet. One (1) additional sign may be erected no closer than seventy-five (75) feet from any public right-of-way. Such a sign shall not exceed ten (10) square feet in gross sign area or eight (8) feet in height from top of sign to top of grade. Said sign shall be permanently anchored to a wall, canopy support or a freestanding pole.

4. Service station canopy signs. An automobile service station with a canopy shall be permitted one (1) service station canopy sign, in addition to a wall sign, per street frontage. This service station canopy sign shall not exceed thirty (30) square feet in gross sign area per street frontage. This sign shall be a flat sign permanently affixed to the vertical face of the canopy and shall not project above or below or from any side of the vertical face of the canopy. This sign shall be illuminated by internal and non-intermittent light sources. Any business logo, inclusive of striping or other symbols, appearing on this canopy sign shall count as part of the gross sign area allowable for said sign.

5. Pump signs. Signs shall be posted on gasoline pumps so as to provide the required information to the public regarding "octane rating", "price" and "type of fuel". "Self-service" or "full-service" signs shall identify each pump island on the service station property to minimize traffic conflicts. The location of such signs shall be limited to the gasoline pump or the canopy support, not more than eight (8) feet

BILL NO. 5729

ORDINANCE NO. _____

above the ground, located at each end of the pump island. A maximum of two (2) such signs shall be allowed per pump island and each sign shall not exceed two (2) square feet in area.

6. Gasoline price signs. For purposes of traffic efficiency and safety, one (1) gasoline price sign shall be allowed per service station property street frontage. This sign must be freestanding and permanently anchored. Such a sign shall not exceed thirty (30) square feet in sign area per face and shall not exceed six (6) feet in height from top of sign to top of grade. Illumination shall be by internal and non-intermittent light sources. This sign shall identify the actual unit price being charged for gasoline being sold.

J. Reserved.

K. Existing Signs Not Conforming To Common Signage Plan. If any common signage plan has been approved under previously effective ordinances for a property on which existing signs were located with a schedule for bringing into conformance, within three (3) years, all signs not conforming to the proposed plan or to the requirements of this Chapter in effect on the date of submission, such schedule shall be met notwithstanding elimination of the common signage plan ordinance.

L. Billboards.

1. Not permitted. Billboards, and except as otherwise expressly authorized by this Article VIII, other signs exceeding fifty (50) square feet in gross sign area shall not be permitted in the City. This prohibition shall be effective as of July 1, 2009. Any billboard permitted prior to that date shall be deemed a non-conforming sign, but shall not be enlarged, relocated, or reset. The City expressly prohibits the resetting of qualifying signs pursuant to Section 226.541, RSMo. Existing tri-vision billboards are likewise deemed to be non-conforming signs. "Tri-vision billboard" means a sign face having a series of three-sided rotating slats arranged side by side, either horizontally or vertically, which is capable of displaying a total of three (3) separate message copies, one (1) message copy at a time.

2. Lighting and landscaping of billboards. All lighting and landscaping of grandfathered billboards shall comply with the following:

a. Previously approved and required landscaping shall be maintained;

b. No revolving or rotating beam or beacon of light that simulates any emergency light or device shall be permitted as part of any sign. No flashing, intermittent or moving light or lights will be permitted.;

c. External lighting such as floodlights, thin line and gooseneck reflectors are permitted, provided the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the main traveled way of the interstate or primary highway and the lights are not of such intensity so as to cause glare, impair the vision of the driver of a motor vehicle or otherwise interfere with a driver's operation of a motor vehicle and such lights shall be effectively shielded so as to prevent beams or rays of light from being directed onto adjacent residential property;

d. No billboard shall be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device or signal;

e. The maximum average lighting intensity level for such sign shall be twenty (20) foot-candles.

BILL NO. 5729

ORDINANCE NO. _____

3. Obstruction of official highway signs. No sign shall be located in such manner as to obstruct or otherwise physically interfere with the effectiveness or visibility of an official traffic sign, signal or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

4. Annual inspection and certification. Owners of all billboards shall be required to submit, to the Zoning Administrator, an inspection report from a Missouri licensed engineer as to the sign's structural integrity. Such certification shall be done on or before July 1 of each year. Failure to submit a report shall result in the immediate revocation of the sign's permit.

5. Nuisances. Any billboard which, because of lack of maintenance, upkeep, vandalism, accumulation of litter, refuse or debris or the deterioration of landscaping, lighting or fencing, becomes unsightly or unsafe, as determined by the Zoning Administrator, is hereby declared to be a nuisance and shall be subject to abatement by the City in the same manner as all other nuisances on private property.

Section 405.955. 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, HE Higher Education District, and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres).

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.

BILL NO. 5729

ORDINANCE NO. _____

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.

4. The Zoning Administrator may approve minor changes to an approved master sign plan which he determines to be consistent with the scope and intent of such plan.

Section 405.960. Enforcement and Sign Removal.

[R.O. 2008 §26-105; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Sign Code Violations And Enforcement. Any sign which is not in compliance with all the provisions of this Article is declared to be unlawful. The City, through the Zoning Administrator, may initiate injunction or abatement proceedings or other appropriate action in the courts against any person who violates or fails to comply with any provisions of this Article or against the erector, owner or user of an unlawful sign or the owner of property on which an unlawful sign is located to prevent, enjoin, abate or terminate the erection, use of display of an unlawful sign. Any person who violates or fails to comply with any of the provisions of this Article or the erector, owner or user of an unlawful sign or the owner of property on which an unlawful sign is located shall be subject to the financial penalties set forth in Section 405.1150(D) of this Chapter.

B. Removal Of Unlawful Sign. Any unlawful sign which has not been removed within thirty (30) days after conviction of violation or imposition of civil penalty may be removed by the City and the costs charged to the violator. If removal costs have not been paid and the sign reclaimed within thirty (30) days of its removal by the City, the City may sell or otherwise dispose of the sign and apply the proceeds toward costs of removal. Any proceeds in excess of costs shall be paid to the owner of the sign.

C. Immediate Removal Of Unlawful Or Unsafe Signs. Signs which the Zoning Administrator finds upon public streets, sidewalks, rights-of-way or other public property or which wherever located present an immediate and serious danger to the public because of their unsafe condition may be immediately removed by the Zoning Administrator without prior notice.

Section 405.970. Variances.

[R.O. 2008 §26-106; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Practical Difficulties Or Unnecessary Hardship.

1. Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of the provisions of this Article, the Board of Adjustment may vary or modify the application of

BILL NO. 5729

ORDINANCE NO. _____

specific regulations for any permitted form of signage so that the spirit of this Article shall be observed, public safety and welfare secured and substantial justice done.

2. A variance from this Article may be granted for any permitted form of signage where it is found that because of the limitations on character, size, number or dimensions of signs or the regulations controlling the erection or installation of a sign, the applicant would be subject to practical difficulties or unnecessary hardship. Unnecessary hardship is not considered the loss of possible advantage, economic loss or gain or mere inconvenience to the applicant.

B. Procedures And Criteria. The procedures and criteria for granting a variance from the regulations in this Article shall be as set out in Section 405.1040 of this Chapter.

SECTION 5. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

Dr. Scott Saunders, President of The City Council

APPROVED THIS _____ DAY OF _____, 2018.

Barry Glantz, Mayor

ATTEST:

DEBORAH RYAN

CITY CLERK



city of

CREVE COEUR

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APPLICATION TO PLANNING AND ZONING COMMISSION
#18-029 TEXT AMENDMENTS TO ARTICLE VII SIGN REGULATIONS OF
THE CITY'S ZONING ORDINANCE AND OTHER VARIOUS SECTIONS OF THE
ZONING ORDINANCE FOR CLARIFICATION AND CROSS REFERENCE
CLEAN UP

FOR THE MEETING OF: Monday, August 20, 2018

LOCATION: City-wide

REQUEST: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for revisions to the Sign Regulations and other Sections of the Zoning Ordinance for clarification and cross reference clean up, including but not limited to Section 405.680 Lighting, based upon recent court action, as well as general corrections for formatting and typographical errors, clarification of existing concepts and deletion of extraneous text.

ADDITIONAL INFORMATION: The proposed amendments to the sign ordinance are aimed to further the City's efforts to avoid regulating content and to comply with the first amendment. These amendments are in response to a review of the City's ordinance based upon recent court action involving another St. Louis County municipality. As part of the review, staff identified other areas of the sign code that need updating for clarification of concepts and/or consistency.

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the purposes of the Comprehensive Plan?

Creve Coeur Comp. Plan References

- NA

Zoning Code References

- Section 405.120
Definition of Terms
- Section 405.680
Lighting
- Article VIII Sign
Regulations

APPLICANT: Jason W. Jaggi, AICP
Director of Community Development
City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

REPORT PREPARED BY:

Jason W. Jaggi, AICP, Director of Community Development

ATTACHMENTS: Draft Ordinance

BACKGROUND

The City's sign ordinance has been reviewed by the City Attorney in light of recent court action resulting from litigation that occurred in another St. Louis County municipality. The primary purpose of these latest revisions to the City's sign ordinance is to further avoid content regulation and to move regulations concerning lighting and architectural design to other areas of the zoning code which do not directly relate to signs. As part of this most recent review, Planning staff is also proposing additional amendments that would bring greater clarity and consistency throughout the ordinance.

A summary of the changes found in the attached draft ordinance are provided in the subsequent section.

SUMMARY OF PROPOSED AMENDMENTS

The proposed amendments to the sign ordinance focus on removing architectural lighting regulations from the sign code to the lighting section of the City's ordinances while leaving illumination of signs themselves in the sign code. Also addressed are clarifications for incidental type signs and removing flags and holiday lighting regulations from the sign code. Other areas of the sign code that have been revised include monument signs associated with gasoline service stations that would create similar size allowances as other allowed monument signs and creating a separate section for Master Sign Plans and to allow staff approval of minor adjustments for Master Sign Plans.

Section 1: Definitions

The definition of a "flag" has been amended to clarify that flag-like signs are indeed signs and are separate from a traditional flag within the meaning of the term. The definition for "incidental signs" has been expanded to include those that are outdoors, on the exterior of a building or a window sign and less than 25 square feet. The term "logo" has been removed as it refers to content.

Section 2: Section 405.680 Lighting

This section of the Zoning Ordinance regulates lighting and has been expanded to now include sections that were formerly part of the sign code. As a result, this section now addresses all aspects of lighting including architectural lighting, safety, and the allowances for holiday lighting.

Section 3: Section 407.740 Flags.

A new section of the Zoning Ordinance has been added to regulate flags as defined by the Zoning Ordinance (refer to amended definition of "flag" in Section 1 above). The regulations for flags were previously located within the sign code with minor technical clarifications proposed.

Section 4: Article VIII Sign Code

This section is the City's sign code. As previously noted, lighting, flags and architectural elements that do not pertain specifically to signs have been relocated to other sections within the City's Code of Ordinances. Staff has also updated the procedural requirements for the submission of a sign permit among other relatively minor clarifications. Of note, staff has clarified the requirement for six-inch letters on multi-tenant monument signs which are only needed for signs placed along arterial roadways. Signs along narrower streets with slower travel speeds would not be required to have minimum 6-inch high letters. Also revised is the

requirements for service station monument signs. The current code allows for one, 16 square foot gas price sign per road frontage. This provision has been revised to allow a larger sign of 30 square feet on each frontage. The recent sign code changes pertaining to monument signs increased the minimum size to 30 square feet. For consistency, staff believes monument signs for gas stations should be allowed similar sized signs. As currently drafted, the code would continue to allow two signs, one on each street frontage.

The last change involves removing the Master Sign Plan provisions and creating a separate section for Master Signage Plans as this option is available for both residential and non-residential large, scale developments and institutions. Staff further added a provision that allows administrative approvals for minor adjustments that do not depart substantially from the originally approved Master Sign Plan by the City Council.

ACTION AND MOTION

If the members of the Planning and Zoning Commission are satisfied that the proposed amendments are justified and appropriately worded, the following is an example of an appropriate motion for this application:

“I move to recommend approval of the draft text amendment ordinance attached to the August 20, 2018 staff report on Application #18-29 for amendments to the Zoning Code regarding signs and related matters.” (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.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING PROVISIONS OF THE CREVE COEUR ZONING CODE REGARDING SIGNS AND RELATED MATTERS.

WHEREAS, Chapter 405 of the City Code of Ordinances sets forth the City Zoning Code and includes regulations for signs and related matters, and

WHEREAS, Staff has applied for changes to clarify such regulations, 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 _____, 2018 beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and by a vote of _____ recommended approval of these changes at its meeting on _____, 2018; and

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest;

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

SECTION 1. In Section 405.120 of the Creve Coeur Code of Ordinances, the following definitions are revised to read as follows:

FLAG Any fabric or bunting containing distinctive colors, patterns or symbols used as a symbol of a government ~~or institution.~~ Any other object with "flag-like" characteristics is a sign.

SIGN, INCIDENTAL SIGN A sign which is too small to be legible from a position off the premises, and for any such sign that is outdoors, on the exterior of a building or a window sign is less than 25 square feet.

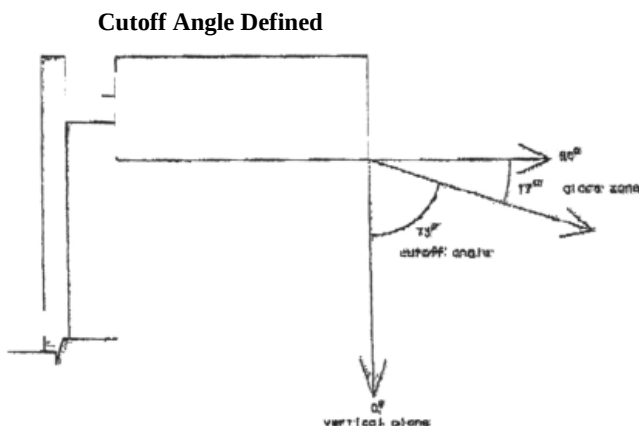
LOGO Reserved An identifying symbol or registered trademark.

SECTION 2. Section 405.680 of the Creve Coeur Code of Ordinances is revised to read as follows:

A. *Definitions.* For the purposes of lighting regulations, terms used shall be defined as follows:

CUTOFF ANGLE

The angle at which a permanently attached shield directs light downward and obstructs light discharge in a manner that lessens glare emitted from the fixture. The cutoff angle is measured from the vertical plane which is perpendicular to the ground and is restricted to a maximum of seventy-three degrees (73°) as demonstrated in the following exhibit:



FULLY SHIELDED

A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected no greater than seventy-three degrees (73°) beyond the vertical plane perpendicular to the ground (see cutoff angle).

GLARE

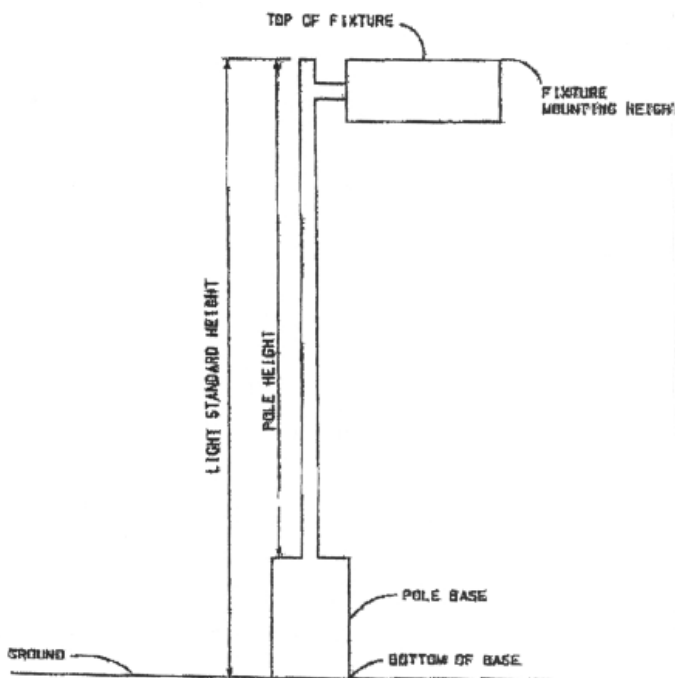
Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see and, in extreme cases, causing momentary blindness.

B. *General Standards.* The following standards shall apply to all exterior lighting fixtures within the City of Creve Coeur, Missouri:

1. The Planning and Zoning Commission shall review proposed lighting for non-residential building construction or for the replacement or addition of light standards on an existing non-residential development in accordance with Section **405.1080**. The submittal shall consist of a lighting plan for review by the Planning and Zoning Commission and shall include the type, number, brightness, type

of cutoff/shielding and hours of usage of all fixtures. A detailed sketch, elevation or cutsheet shall be submitted for each type of light standard. The sketch for pole-mounted light standards shall consist of the pole base, the pole, the mounting arm or other attachment device and the fixture.

Standards For Lighting Fixtures



Standards For Lighting Fixtures

2. In residential zoning districts ("A", "B", "C", "D" and "AR") lighting fixtures, except traffic signals and lighting for major outdoor recreation facilities, shall not exceed sixteen (16) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by the site development plan approval in accordance with Section **405.1080**.

3. In non-residential zoning districts lighting fixtures, except for traffic signals and lighting for major outdoor recreation facilities, shall not exceed twenty-four (24) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by site development plan approval in accordance with Section **405.1080**.

4. Lighting shall not be cast upon an adjacent property or right-of-way nor shall glare be emitted from an illuminant source.

5. The Planning and Zoning Commission may require lighting to be dimmed or connected to a motion detector between the hours of 10:00 P.M. and 6:00 A.M., but not less than an average of one (1) foot-candle of illumination as required by Section 405.810(4).

6. Parking lot light standards and lighting for loading areas shall consist of full cutoff, downcast fixtures with the illuminant source fully shielded from view.

7. Lighting intended to illuminate building elevations, landscaping or signage shall shine directly onto the intended surface. Strips or strings of lights used to call attention to a commercial use or occupancy by outlining property lines, sales area, rooflines, doors, windows, wall edges or other architectural features of a building site are prohibited. Exempted from this provision are holiday-style lighting displayed from November first (1st) through January fifteenth (15th) and lights which are an integral architectural feature of the original design of a structure as approved by the Planning and Zoning Commission. (The use of exposed neon is governed by Section 405.930(F)(7) and (8)).

8. Sidewalk and pedestrian avenues may be lit by low, bollard-type lighting or as approved by the Planning and Zoning Commission. If reflectors or refractors are used, these devices shall direct light downward and shall meet the cutoff angle criteria. Under no circumstance shall light be directed outward.

~~9. Lighting with exceptional architectural elements or detail, that do not meet all requirements within this Section, may be approved by the Planning and Zoning Commission. The use of exposed neon as an illumination source for identification or as an architectural feature must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of the exposed neon.~~

10. No luminaire shall have any blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color, nor shall any beacon lights be permitted.

11. Illuminated signs shall meet the requirements of Section 405.930(F).

12. A bulb-type with a color rendering rating greater than seventy-five (75) shall be used. Highly rated elements include, but are not limited to, metal halide and incandescent bulbs. High/low pressure sodium and mercury vapor bulbs are prohibited.

13. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

14. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles on public thoroughfares.

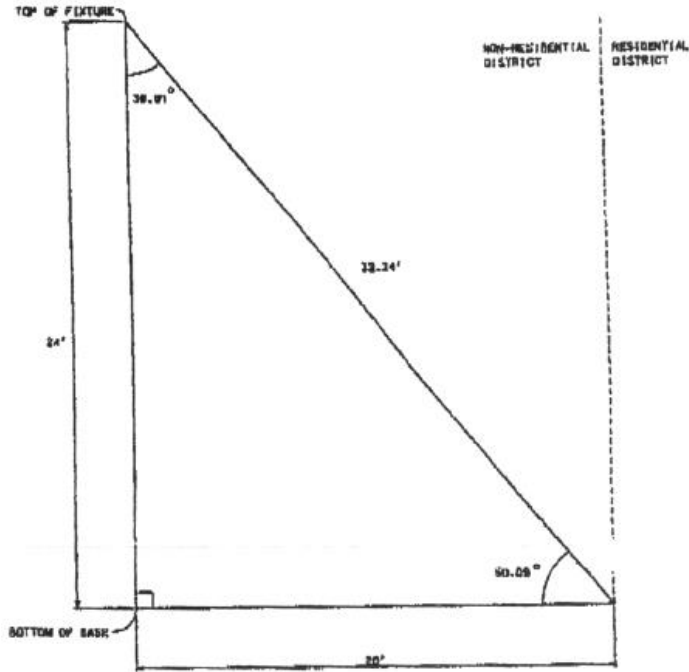
1. The cutoff angle of lighting fixtures in non-residential districts shall decrease as the distance to the property line decreases as demonstrated in the following table:

Distance	L.S. Height	Cutoff Angle
20	24	39.81
25	24	46.17
30	24	51.34
35	24	55.56
40	24	59.04
45	24	61.93
50	24	64.36

When the light standard height is constant, the cutoff angle may be calculated as follows:

$$\Theta = \tan^{-1} (\text{Distance}/\text{Pole Height})$$

Where Θ = Cutoff Angle



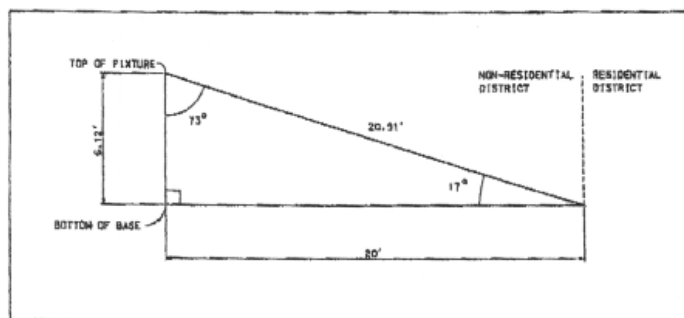
Distance	L.S. Height	Cutoff Angle
20	6.12	73
25	7.64	73
30	9.17	73
35	10.70	73
40	12.23	73
45	13.76	73
50	15.29	73

The applicant may also modify light standard heights to adjust for cutoff, with the seventy-three degree (73°) cutoff angle constant. The pole height in a non-residential district may be altered as follows:

When the cutoff angle is constant, the pole height may be calculated as follows:

$$\text{Pole Height} = \text{Distance} / \tan \Theta$$

Where Θ = Cutoff Angle



2. If a year-round, opaque screen is present or proposed along the boundary between the non-residential district and the residential district and the screen prohibits light travel onto the an adjoining or abutting property, the Planning and Zoning Commission may waive the above restrictions established in Section **405.680(C)(1)** of this Chapter and approve light standards with cutoff angles and heights regulated in "General Standards" Section **405.680(B)** of this Chapter.

D. *Major Outdoor Recreation Facilities.* Lighting systems and standards for major outdoor recreation facilities as determined by the Planning and Zoning Commission, such as athletic fields or stadiums, shall require approval of conditional use permit in accordance with Section **405.1070**.

E. *Holiday Lighting.* Additional holiday-style lighting may be displayed for periods not to exceed 45 days in any 90-day period provided it otherwise meets the foregoing requirements.

SECTION 3. Section 405.740 of the Creve Coeur Code of Ordinances is added to read as follows:

Section 405.740. Flags.

Flags shall be permitted in any zoning district without a permit. Each lot or parcel of land in the City shall be limited to the display of not more than two (2) flags. Parcels of land in excess of five (5) acres in size, however, may display additional flags, provided that there are not more than four (4) flags displayed per five (5) acres of land area. In order to meet public expectations, within five (5) days prior to and three (3) days following a national holiday such as Independence Day, Memorial Day or

Veterans Day, there shall be no limitation on the number of flags displayed on any parcel of land within the City. Flagpoles ~~require a building permit and~~ shall not exceed twenty-five (25) feet in height in residential districts and thirty-five (35) feet in height in non-residential districts.

Section 405.910. Purpose and Intent.

[R.O. 2008 §26-100; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

These regulations 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. These regulations are intended to promote the public health, safety and general welfare through a comprehensive set of reasonable standards and requirements. These regulations: allow for the identification of places of commerce, the communication of public and commercial information necessary for efficient and safe traffic movement, and freedom of speech subject to reasonable restrictions as to time, place and manner; protect the public from the dangers of unsafe signs; lessen hazardous situations, confusion and visual clutter caused by a proliferation of signs competing for the attention of pedestrian and vehicular traffic; allow for increased signage during election periods to meet public expectations, and enhance the attractiveness and economic well-being of the City of Creve Coeur.

Section 405.920. Sign Permits.

[R.O. 2008 §26-101; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §7, 12-13-2010; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. It shall be unlawful for any person to erect, perform major repair, alter, move, replace or otherwise change a sign requiring a sign permit in the City of Creve Coeur without first obtaining a sign permit from the Zoning Administrator or Planning and Zoning Commission as provided by this Article. (But see 405.930(J) regarding substitutability of messages). An application for a sign permit shall be submitted to the Zoning Administrator and shall include and be accompanied by plans that show the size and shape of the sign, the location of the proposed sign, the setbacks from surrounding properties, the type of illumination and proposed lighting, the materials used to construct and the method used to support the sign or attach it to a building. If the proposed sign is one that must be reviewed and approved by the Planning and Zoning Commission, the application shall comply with and be in accordance with the format and procedures adopted by the Planning and Zoning Commission and shall be filed with the Zoning Administrator in both paper format and electronic format in a commonly used medium such as diskette or CD-ROM and in a format that can be read by a word processing program used by the Zoning Administrator. ~~The filing party shall certify that the electronic copy has been scanned for viruses and that it is virus-free.~~

B. If the proposed sign is one that may be approved by the Zoning Administrator, then, within twenty-one (21) days after the application for a sign permit has been received by the Zoning Administrator, he/she shall respond to the applicant advising said applicant whether or not the sign requested conforms with this Article. If the requested sign does not comply with this Article, the applicant will be advised to re-submit the signage plan correcting the deficiencies so that a sign permit can be issued.

If no response is received within twenty-one (21) days, the application shall be deemed to have been approved. If the proposed sign is one that must be reviewed and approved by the Planning and Zoning Commission, then the Planning and Zoning Commission shall respond to the applicant within sixty (60) days after receipt of the application by the Zoning Administrator advising said applicant whether the sign requested has or has not been approved. If no response is received within sixty (60) days, the application shall be deemed to have been approved. Upon denial, the applicant may appeal to the Board of Adjustment pursuant to Sections 405.1040 and 405.1110 of the zoning ordinance. The Zoning Administrator shall maintain a record of all sign permits issued, which records shall show date of application and date of issuance of permits.

Section 405.930. General Provisions.

[R.O. 2008 §§3-1; 26-102; Ord. No. 513 §49, 12-23-1968; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5001 §1, 9-6-2007; Ord. No. 5021 §1, 1-28-2008; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Scope. The provisions of this Section shall apply to all signs in the City, unless a sign is specifically exempted by Section 405.930(E) of this Article. Every sign shall comply with all other applicable ordinances of the City. In case of a conflict between the provisions of this Section and other applicable provisions, the more restrictive shall govern. Any sign not specifically provided for herein as a permitted sign or a prohibited sign shall be designated as a permitted sign or a prohibited sign by the Zoning Administrator consistent with Section 405.910. Purpose and Intent, and the most closely applicable provisions of this Article. If said sign is designated as a permitted sign, then said sign shall be subject to all limitations and provisions stated herein for a permitted sign which is most similar to said sign.

B. Maintenance And Safety.

1. All signs and related structures shall be maintained in good repair, free of rust, peeling, flaking, fading, broken or cracked surfaces and broken or missing letters.

2. All signs and related structures shall be maintained in a safe and clean condition. Whenever the Zoning Administrator determines that a sign has become structurally unsafe or endangers life or property or is not being maintained in good repair, a notice shall be sent to the owner or person in charge of the sign that the sign be made safe, repaired or removed. The owner or person in charge of the sign shall have ten (10) days from receipt of such notice in which to comply.

C. Non-Conforming Signs. No new or existing sign may be constructed, altered in structure, relocated or replaced, unless the sign conforms to all the provisions of this Article and any required sign permit has been issued by the Zoning Administrator, or unless the sign was destroyed or damaged as a result of forces beyond the reasonable control of the owner of the sign and their tenants, employees, agents and representatives and it is replaced in its prior form and structure, or unless the sign is specifically exempted from the provisions of this Article. Nothing in this Section shall relieve the owner or user of a non-conforming sign from the provisions of this Article regarding safety, maintenance and repair of signs specified in Section 405.930(B), Maintenance and Safety.

[Ord. No. 5553, 11-13-2017]

D. Prohibited Signs. The following types of signs are specifically prohibited in the City:

1. No person shall paint, post, place, hang, suspend or affix any advertisement, card, poster, sign, banner or streamer of any nature or for any purpose or cause the same to be done on or to any curbstone, flagstone or any other portion of any street or sidewalk or upon any tree or lamppost standing or erected on any public street or right-of-way or other public place or upon any pole erected upon any public street or right-of-way or other public place, which pole is used to carry telephone wires or cables, electric light wires or other electric conductors, or to any hydrant, bridge or other public structure within the City; provided however, that nothing contained in this Section shall apply to any official notice required by law or ordinance to be posted by public officers of the City or any other governmental agency.

2. Signs legible from a public right-of-way that imitate, blend or conflict with or that otherwise may be confused with traffic signals and signs, that are not directional signs required by the City or other traffic authority for traffic efficiency and safety. Such signs shall include, but not be limited to, signs that are imitations of official "stop", "go", "caution", "danger" or "warning" signs.

3. Signs that are of a size, location, movement and/or illumination as may be confused with or construed as a traffic control device or which might obstruct from view any traffic or street sign or signal, that are not directional signs required by the City or other traffic authority for traffic efficiency and safety.

4. Signs that falsely advertise that an activity, business, product or service is sold or conducted on the premises upon which the sign is located and thereby misdirect traffic. Such signs shall be removed within thirty (30) days of written notification to the owner of the premises.

5. Signs on public land, except those erected at the direction of or with the permission of an appropriate public authority.

6. Vehicular signs on parked vehicles which are not painted directly on or affixed flat against the factory surface of a vehicle. This provision does not permit appendages or modifications to a vehicle for advertising purposes. Exempted from this Section are vehicular signs affixed to vehicles when said vehicles park temporarily and only to make immediate deliveries or pickups.

a. Any vehicle displaying permitted vehicular signs owned by or operated on behalf of a business operating within the City limits shall only park said vehicle when at the business location behind the front building line within a properly designated parking space. Where such parking is not available, said vehicle shall park as far from the right-of-way and in the least visible area possible, in relation to the public rights-of-way.

b. Any vehicle which displays a permitted vehicle sign shall not park between 2:00 a.m. and 5:00 a.m. within residential zoning districts including "A", "B", "C", "D", "AR" or in a residential development in any zoning district within the corporate limits of Creve Coeur, unless such vehicle is parked within an enclosed garage. Governmental and public safety vehicles shall be exempt from this provision, as well as construction-related vehicles parked on property under construction.

~~7.~~

~~89.~~ Snipe signs.

~~910.~~ Unsightly or unkempt or damaged signs.

101. Roof signs.

112. Projecting signs, except those otherwise permitted by Section 405.950(H)(4) or other Sections of this Article.

123. Any sign structure which no longer supports a sign. Exempted from this Section is a sign structure which is temporarily void of a sign due to a permitted alteration or repair. A sign permit or an application for a sign permit for this alteration or repair must be on file with the Department of Public Works and said alteration or repair must be completed within one (1) month of the issuance of the approved sign permit.

134. Changeable copy signs (manual or automated). Exempted from this provision are: manually changeable bulletin board signs as allowed by Section 405.940(E); marquee signs, if approved pursuant to Section 405.950(H)(2); signs defined in Section 405.930(E)(1) (governmental and official signs); illuminated devices as allowed by Section 405.930(F)(2); and signs in Section 405.950(I)(6) (gasoline price signs).

145. Permanent or temporary window signs above the finished floor level of the second (2nd) story including lettering painted or applied to glass and temporary displays as defined in Section 405.950(G)(1) located above the ground floor.

156. Back-lit awnings and lighted canopies.

167. Portable signs except as allowed by Section 405.950(G)(5).

178. Inflatable signs, tethered balloons, banners, pennants, ~~flags~~, wind-driven spinners, or streamers, except as otherwise provided in Section 405.950(G)(2), Temporary Displays and Signs.

189. Individuals dressed in costume as human signs to distract motorists in violation of Chapter 610.

1920. Signs extending over a roadway.

201. Except as may otherwise be expressly authorized by this Article VIII, signs exceeding fifty (50) square feet in gross sign area.

E. Exempted Signs. With the exception of Sections 405.930(B), Maintenance and Safety, 405.930(D), Prohibited Signs, and 405.930(G), Miscellaneous Requirements, the provisions and regulations of this Article shall not apply to the following signs:

1. Governmental and official signs including, but not limited to, the following:

a. Public notices and official notices posted or authorized by government officials in the performance of their duties including changeable copy signs not exceeding thirty (30) square feet of sign area per face.

b. Signs for the control or direction of traffic and other authorized public purposes, including on private property as required by the City or other traffic authority.

2. Signs not exceeding two (2) square feet in sign area individually and not exceeding six (6) square feet in the aggregate, including, but not limited to, the following:

a.

Nameplates, attached to a structure and not exceeding two (2) square feet in area, used to identify a professional service or home occupation permitted in the single-family residential zoning district in which the sign is located.

b. Residential address number located on a sign not larger than one (1) square foot in gross sign area.

c. Commercial address numerals, which are required to be prominently displayed on each building, not to exceed two (2) square feet in area. Larger address numerals may be permitted elsewhere in this Article and would be subject to the provisions and regulations of the particular Section.

d. No parking and no trespassing signs.

3. Incidental signs.

F. *Illuminated Signs.* The following requirements shall apply to illuminated signs:

1. The light from any illuminated sign shall be so shaded, shielded and/or directed in such a manner that the light intensity or brightness will not be a substantial nuisance to the residents or occupants of surrounding areas.

2. No sign shall have blinking, flashing or fluttering lights or other illuminating device of variable light intensity, brightness or color. Clocks and thermometers which only indicate the time or temperature shall not be considered flashing signs, provided that the gross area of such devices is not greater than sixteen (16) square feet per face (maximum of two (2) faces), the vertical dimension of any letter or number is not greater than twenty-four (24) inches and the color or intensity of light is constant except for periodic changes in the information display, which occur not more frequently than once every fifteen (15) seconds. Beacon lights are not permitted.

3. If a sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building facade. ^u

~~11.~~

~~No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.~~

~~57.~~ The use of exposed neon in a window sign(s) with aggregate area larger than six (6) square feet must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of such sign(s).

~~8.~~

~~The use of exposed neon as an illumination source for identification or an architectural feature must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of the exposed neon.~~

G. *Miscellaneous Requirements.* All signs shall comply with the following general requirements:

1. Sign faces. When a sign is allowed two (2) sign faces, the sign faces shall be parallel to one another and not more than fourteen (14) inches apart unless specifically authorized to deviate from this requirement by an applicable portion of this Article.

2. Projections. No sign shall project beyond a property line or into a public right-of-way, except traffic control signs as authorized pursuant to the traffic code and public information signs as approved by the City Council.

3. Life safety code compliance. All signs shall comply with all applicable life safety codes including the structural and fire safety provisions of the Building Code and the electrical provisions of the Electric Code of the City of Creve Coeur.

4. Obstruction to exit ways. No sign shall be erected, displayed or maintained so as to obstruct any fire escape, any required exit way, window or door opening used as a means of egress or to obstruct any other means of egress required by the Building Code of the City of Creve Coeur.

5. Obstruction of ventilation. No sign shall be erected, displayed or maintained in a manner that interferes with any opening required for ventilation under the Building Code of the City of Creve Coeur.

6. Architectural consistency. Sign installations shall be consistent with, and not conceal, the architectural detail of a building.

H.

~~Flags. Flags shall be permitted in any zoning district without a permit. Each lot or parcel of land in the City shall be limited to the display of not more than two (2) flags. Parcels of land in excess of five (5) acres in size, however, may display additional flags, provided that there are not more than four (4) flags displayed per five (5) acres of land area. Within five (5) days prior to and three (3) days following a national holiday such as Independence Day, Memorial Day or Veterans Day, there shall be no limitation on the number of flags displayed on any parcel of land within the City. Flagpoles shall not exceed twenty-five (25) feet in height in residential districts and thirty-five (35) feet in height in non-residential districts.~~

J. Substitutability. Whenever a commercial sign would be permitted under this Article, a sign bearing a political or other non-commercial message may be installed in its place, provided it otherwise complies with this Article. Subject to the landowner's consent, a non-commercial message of any type may be substituted for any duly permitted or allowed commercial message or any other duly permitted or allowed non-commercial message; provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other non-commercial message. This provision does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirements that a sign otherwise comply with this Article and that a sign structure or mounting device be properly permitted.

Section 405.940. Signs in Residential Districts.

[R.O. 2008 §26-103; Ord. No. 1903 §1, 11-24-1997; Ord. No. 1966 §1, 11-23-1998; Ord. No. 2287 §1, 6-28-2004; Ord. No. 5033 §3, 3-24-2008; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5417 §1, 2-9-2015; Ord. No. 5437 §2, 9-16-2015]

A. General Limitations. It shall be unlawful to erect, permit the erection of, display or permit the display of any sign on property in a residential zoning district, unless such sign is expressly permitted by this Section, subject to all of the limitations and provisions stated herein. All signs require a permit except as otherwise provided herein.

B. Residential Development Signs. Permanent signs designating a subdivision, neighborhood or multi-family development for traffic efficiency and safety shall be approved by the Planning and Zoning Commission through the site development plan approval process as defined in Section ~~405.1080~~. Such signs shall be limited to twelve (12) square feet per sign face with a maximum of two (2) sign faces.

C. Exempt Signs In All Residential Districts. No permit shall be required for the following signs provided that the signs are erected by the owner or with the owner's permission.

1. Any lot in a residentially zoned area shall be permitted one (1) sign with a maximum sign area of six (6) square feet per sign face and a maximum of two (2) sign faces, except that if the lot is on the market for sale or lease, then it shall be permitted one (1) additional sign of six (6) square feet per sign face and a maximum of two (2) sign faces. Because the foregoing Section allows a residentially zoned lot to have two (2) signs if it is on the market for sale or lease, for example that allows for a residential sign containing information advertising ~~the lot's premises~~ for sale, lease or rent, and an open house sign. Because other residentially zoned properties are always allowed at least one (1) sign, that allows, for ~~example,~~ an additional open house sign off site on other private property with the other owner's permission.

2. Temporary signs during an election. Within forty-five (45) days prior to and ten (10) days after any election held within Creve Coeur, temporary signs may be allowed with the owner's permission in addition to the permitted signage otherwise allowed on a residentially zoned lot or parcel of land in the City. Each such lot or parcel of land shall be permitted one (1) or more single- or double-faced signs although no single sign face shall exceed six (6) square feet. The number of such additional temporary signs on a lot shall not exceed the total number of candidates and propositions on the election ballot.

D. Single-Family Lots Fronting On A Numerically Designated State Highway. Any lot in a single-family residentially zoned area which fronts on and has direct access available from a numerically designated State highway which has received site development plan approval for an office, day care center or retail service uses, as provided by Section ~~405.450(E)~~, may have a combination of one (1) low monument sign, wall signs, window signs or signs affixed or painted on canopies or awnings. Because these lots are within residential areas, the total gross sign area, counting all faces, shall be consistent with that of other lots in residentially zoned areas and shall not exceed twelve (12) square feet. An additional rear entrance to such a business may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door. Permits shall be required for all signs allowed by this paragraph.

E. Institutional Uses In Residential Districts.

1. Permanent attached signs. Institutional uses in residential districts such as schools and places of worship shall be allowed one (1) permanent sign not exceeding twelve (12) square feet in size, except,

however, that any such use which has a minimum of two (2) street frontages which each exceed three hundred (300) lineal feet shall be permitted two (2) such signs. One (1) permanent sign may be a bulletin board sign with manually changeable copy.

2. Low monument signs. An institutional use in a residential district occupying a site of at least thirty thousand (30,000) square feet may also be permitted a single, low monument sign, which can include a manually changeable bulletin board ~~feature on each face~~ sign, provided such sign contains not more than twelve (12) square feet of sign area per face with not more than two (2) faces, is not more than six (6) feet in total height above the elevation of the adjacent finish grade, is set back at least ten (10) feet from the right-of-way of said fronting street or highway, is not located within the site distance triangle described in Section 405.670 of this Chapter and the site meets one (1) of the following criteria:

a. The site has at least three hundred (300) feet of lot frontage on a street or highway other than Lindbergh Boulevard; or

b. The site has at least two hundred (200) feet of lot frontage on Lindbergh Boulevard.

3. Campus low monument sign. An institutional use in a residential district occupying a site in excess of five (5) acres may, by filing a plan with the Zoning Administrator, have a single, freestanding, permanent sign in accordance with the following standards:

a. Maximum sign area. Sixty (60) square feet.

b. Maximum area per sign face. Twenty-four (24) square feet.

c. Maximum height. Six (6) feet above prevailing base grade.

d. Setback on right-of-way. Fifteen (15) feet from adjacent roadway surface and at least one foot from the edge of public right-of-way.

4. Parking direction signs. One (1) freestanding parking direction sign, which may be internally illuminated subject to Section 405.930(F), shall be required for every one hundred fifty (150) parking spaces with not more than two (2) sign faces, provided the sign shall not exceed fifteen (15) square feet in gross sign area per face, the sign height shall not exceed four (4) feet in height and no portion of the sign shall extend into the public right-of-way. The sign shall be placed within the parking lot and for enhanced traffic directional purposes may ~~contain identify the name and/or logo of~~ the institution in addition to messages providing directional information. The Zoning ~~Administrator~~ Director may allow fewer signs for good cause.

5. Temporary signs. Institutional uses in a residential district may be permitted one (1) temporary sign not exceeding twelve (12) square feet in size, provided that the display of such sign shall be limited to three (3) times per year for up to thirty (30) days each period. A separate sign permit shall be required for each event.

F. On-Site Construction Signs. When property is under construction, pursuant to an issued building permit, an additional sign not to exceed twenty-four (24) square feet in gross sign area and not to exceed six (6) feet in height from top of sign to top of grade or two (2) feet in height from bottom of sign to top of grade shall be permitted. Such a sign shall not be erected in a public right-of-way and

shall be removed ten (10) days after the receipt of an occupancy permit for a building or development or ten (10) days after the completion of the work if no occupancy permit is required.

Section 405.950. Signs in Non-Residential Districts.

[R.O. 2008 §26-104; Ord. No. 1903 §1, 11-24-1997; Ord. No. 1919 §1, 1-26-1998 Ord. No. 1977 §§1 — 5, 1-11-1999; Ord. No. 2236 §1, 10-27-2003; Ord. No. 2287 §1, 6-28-2004; Ord. No. 5073 §§3 — 4, 1-8-2009; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. General Limitations. It shall be unlawful to erect, permit the erection of, display or permit the display of any sign on property in a non-residential zoning district unless such sign is expressly permitted by this Article, subject to all of the limitations and provisions stated herein. All signs permitted by this Section shall require the issuance of a sign permit, except for allowed temporary, incidental and portable signs.

B. Permanent Attached Signs.

[Ord. No. 5553, 11-13-2017]

1. In-Line Or Mid-Block Uses. 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. Where the use has a storefront facade without the main entrance, the user may allocate a portion of the total gross sign area allowed by this paragraph to one (1) additional sign located on the storefront. No use shall be permitted more than two (2) permanent attached signs under this paragraph.

2. 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 per individual use, subject to the same size limitations, where the building faces two (2) or more public streets and is not separated from the streets by any other building or if the main entrance is internal to a development and does not face a street, and the main entrance is clearly designed not to be the rear of a building. The additional attached sign shall be located on a building elevation which does not face the same street as the primary attached sign and shall not be placed on the elevation that is used as a main entrance. In any event, no individual use shall have more than two (2) signs.

3. Rear Entrances. A rear entrance to an individual or freestanding business used for delivery purposes may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door. In locations where individual businesses or uses are grouped together in a shopping center, the permanent signs should maintain uniformity in location, height and general design.

C. Low Monument Signs.

[Ord. No. 5553, 11-13-2017]

1. Single tenant/occupant buildings and buildings with up to three (3) tenants/occupants:

a. A project or development with a site area of at least thirty thousand (30,000) square feet and less than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: thirty (30) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: six (6) feet above prevailing base grade.

(4) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(5) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

b. A project or development with a site area of more than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: thirty-five (35) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade.

(4) Minimum setback: fifteen (15) feet from the adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(5) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

2. Multi-tenant buildings with four (4) or more tenants/occupants. For multi-tenant buildings with four (4) or more tenants/occupants:

a. A project or development with a site area of at least thirty thousand (30,000) square feet and less than two (2) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: forty (40) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade

(4) Minimum letter height: six (6) inches for primary text on tenant panels along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map.

(5) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

b. A project or development with a site area of at least two (2) acres but less than five (5) acres shall be permitted a single low monument sign in accordance with the following standards:

(1) Maximum sign area: fifty (50) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: eight (8) feet above prevailing base grade.

(4) Minimum letter height: six (6) inches for primary text on tenant panels [along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map](#)

(5) Minimum setback: fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

c. A project or development with a site area of more than five (5) acres shall be permitted a single low monument in accordance with the following standards:

(1) Maximum sign area: sixty (60) square feet per face.

(2) Maximum number of faces: two (2) faces.

(3) Maximum sign height: twelve (12) feet above prevailing base grade.

(4) Minimum letter height: six (6) inches for primary text on tenant panels [along arterial roadways as identified by East-West Gateway Roadway Functional Classification Map](#)

(5) Minimum setback from right-of-way: twenty (20) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.

(6) Minimum separation from any other ground sign: one hundred fifty (150) feet on the same side of the street.

(7) Additional sign permitted: 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.

3. Design Standards. The following design standards apply to all low monument signs:

a. 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 shall be provided pursuant to a landscape plan with a plant schedule

subject to the Zoning Administrator's approval in conjunction with the sign permit application for the low monument sign. The required landscape area may be modified by the Zoning Administrator where it is found that due to pre-existing circumstances the provision of said landscape area will cause an undue burden on the ability to effectively use the property.

b. The sign shall be constructed of the same or similar architectural elements and in similar materials and colors as the related buildings.

c. The sign shall have a solid base of at least one (1) foot in height with brick, stone or other material to match the related buildings.

d. When internally illuminated, sign faces shall be constructed of an opaque, surface designed to illuminate the text or graphics.

4. Separation Reduction. The minimum separation standards of this Subsection **(C)** may be reduced up to fifty percent (50%) of the applicable requirement by the Zoning Administrator where it can be demonstrated that site conditions preclude full compliance.

5. Sight Distance Triangle. Low monument signs shall not be located within the sight distance triangle as defined in Section **405.120**, Definitions, of this Chapter.

6. Address Numerals. Address numerals not exceeding two (2) square feet in area may be placed on a low monument sign and shall not count against the allowable maximum sign area. No address numerals shall be placed on the base of the sign.

D. Attached Signs For Multi-Floor Office, Mixed-Use, And Residential Buildings.
[Ord. No. 5553, 11-13-2017]

1. Each freestanding, single- or multi-tenant office building of two (2) floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

2. Each freestanding, single- or multi-tenant office building of three (3) or more floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet for a three-story building, with an additional ten (10) square feet of sign area allowed for each additional floor over three (3), up to a maximum of one hundred fifty (150) square feet. 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 not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

3. Each freestanding, multi-tenant mixed-use building with individual restaurant, retail, or service commercial uses on the first floor and offices located on one (1) or more floors above may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any

other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

4. Each freestanding, multi-family residential building may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is not separated from the streets by any other building, but the additional attached sign shall be located on a building elevation which faces a different street than the primary attached sign.

E. Address Signs. For fire protection and traffic safety and efficiency, each freestanding single- or multi-tenant office building shall have one (1) set of address numerals per building frontage. These numerals must be affixed flat against the facade of the building and no part of the numerals shall project above the roof or parapet line of the building. The square footage shall be determined by measuring the rectangle formed by outlining the numeral. Each numeral shall not exceed the sign limitations listed in the following table:

Height of Sign on Building (story)	Distance from R.O.W. (feet)	Allowable Square Footage per Numeral (square feet)
1	0 — 100	2
1	101 — 250	3
1	over 250	4
2	0 — 100	3
2	101 — 250	4
2	over 250	5
3	0 — 100	4
3	101 — 250	5
3	over 250	6
4	0 — 100	5
4	101 — 250	6
4	over 250	7
5	0 — 100	6
5	101 — 250	7
5	over 250	8
6	0 — 100	7
6	101 — 250	8
6	over 250	9
over 6	0 — 100	8
over 6	101 — 250	9

Height of Sign on Building (story)	Distance from R.O.W. (feet)	Allowable Square Footage per Numeral (square feet)
over 6	over 250	10

F. Multi-Tenant Real Estate Information Signs. Pursuant to Section 67.317, RSMo., each multi-tenant building or complex (where more than one (1) building is in the same development) may be permitted one (1) permanent real estate information sign, subject to the following:
[Ord. No. 5553, 11-13-2017]

1. The gross sign area shall not exceed twenty-four (24) square feet per face with a maximum of two (2) sign faces. Decorative edge treatments shall not be included in the gross sign area.

2. The sign shall not be more than six (6) feet in total height above the elevation of the prevailing base grade, shall be set back at least fifteen (15) feet from the adjacent roadway surface and at least one (1) foot from edge of public right-of-way, located a minimum of one hundred fifty (150) feet from any other ground sign on other property on the same side of the street, and shall not be located within the site distance triangle as defined in Section **405.120**, Definitions, of this Chapter. The minimum separation standards may be reduced up to fifty percent (50%) of the applicable requirement by the Zoning Administrator where it can be demonstrated that site conditions preclude full compliance.

3. The sign shall be permanently affixed to the ground with rot- and insect-resistant materials without use of supporting wires, cross-bracing or stanchions.

4. The aggregate visible width of the supporting legs or base shall be at least one-quarter (1/4) of the width of the sign.

5. The edges of the sign shall be boxed-in, framed or otherwise enclosed to eliminate visible gaps or spaces between any sign panels.

6. The sign copy shall be applied and protected with weather-resistant materials and finishes.

7. Any attached "riders" (e.g., available floor area) on the sign shall be incorporated within the external dimensions of the sign and are limited to one (1) rider per sign face.

8. These provisions shall not be applicable to single-tenant or single-occupant properties, which instead are subject to Section **405.950(G)(4)**, Temporary signs for single-tenant properties.

9. Nothing in these provisions shall be deemed to limit or alter in any way the provisions of Section **405.930(J)**, Substitutability, of this Chapter.

G. Temporary Signs. The following signs are permitted as temporary to a given ground floor business or use and are not to be included in calculating the allowable gross sign area for permanent signs:

1. Window signs. The total gross sign area of all window signs as defined in Section **405.120**, Definition of Terms, shall not exceed twenty percent (20%) of the area of any individual window located in the lowest eleven (11) feet of the storefront as measured from the adjacent exterior grade. For the purposes of this Section, panes of glass separated by a structural column or portion of exterior finished wall shall be considered individual windows. Further, glass located within a door, whether or not it is

used as an entrance/exit, is not an eligible location for a window sign. No window signs are allowed more than eleven (11) feet above the adjacent grade. Appropriate types of signage include die-cut vinyl, screen printing and/or gilding applied to or etched ~~on into the inside~~ surface of the storefront glazing or composed of artistically rendered skeletal or product. Graphics painted directly onto the glass surface are prohibited.

2. Temporary displays and signs. Temporary displays such as banners or posters shall be permitted for ground floor retail sales and service uses. These special displays shall be limited to two (2) times per year for up to three (3) weeks each period. A separate sign permit shall be required for each event. These temporary displays shall be constructed and lettered to a professional quality and the size of banners or posters shall not exceed the allowable square footage for permanent signs. Permitted balloons shall not exceed two (2) feet in length or width. The items shall be secured in such a manner as to minimize movement and shall be attached to the main building or structure and not be erected as freestanding elements or attached to vehicles or low monument signs, and shall be no more than eighteen (18) feet above the ground elevation.

3. Temporary signs during an election. Within forty-five (45) days prior to and ten (10) days after any election held within Creve Coeur, temporary signs may be allowed with the owner's permission in addition to the permitted signage allowed on any non-residentially zoned lot or parcel of land in the City. Each lot or parcel of land shall be permitted one (1) or more single- or double-faced sign although no single sign face shall exceed twelve (12) square feet. The number of such temporary signs on a lot shall not exceed the total number of candidates and propositions on the election ballot.

4. Temporary real estate signs on single-tenant/occupant properties. Pursuant to Section 67.317 RSMo., in addition to the permitted signage on any single-tenant/occupant non-residential premises, temporary real estate signs are allowed offering the premises for sale, lease or rent. Such signs shall be limited to advertising the premises on which they are located, shall be a maximum of six (6) feet tall and shall be limited to twenty-four (24) square feet per sign face with a maximum of two (2) sign faces. Temporary real estate signs shall be removed from the premises ten (10) days after the premises is sold, leased or rented. These provisions shall not apply to multi-tenant/occupancy properties and if the property is subsequently converted to multi-tenant occupancy, the requirements of Section 405.950(F), Multi-Tenant Real Estate Information Signs, shall be enforced on the property.

5. Portable signs. In all commercial districts, one (1) portable sandwich board sign limited to six (6) square feet and no more than four (4) feet in height shall be allowed per business address, without a permit, provided that such sign is no more than four (4) feet from the front door entrance, the sign does not obstruct pedestrian movement, and the sign does not obstruct or otherwise pose a hazard to motor vehicle traffic. Such signs must be stored inside between dusk and dawn.

6. Signs on converted residential structures in commercial zoning districts. Each residential structure which has been converted to a commercial use by approval of a site development plan by the Planning and Zoning Commission may have one (1) or more wall signs, window signs or signs affixed or painted on canopies or awnings with a total gross sign area not to exceed twenty-five (25) square feet. A rear entrance to such business may be identified by a sign not to exceed two (2) square feet in gross sign area. Such a sign shall be affixed directly to the rear entrance door.

H. Special Purpose Signs. Signs authorized in this Subsection are not to be included in calculating the allowable gross sign area for permanent signs.

1. Parking and other direction signs. One (1) freestanding parking direction sign per direction of traffic, which may be internally illuminated, shall be required for each driveway, provided the sign shall not exceed three (3) square feet in gross sign area per face, the sign height shall not exceed three (3) feet and no portion of the sign shall extend into the public right-of-way. If the sign is located at a private driveway, for enhanced traffic directional purposes it may ~~identify~~ contain the name, address and/or logo of the business in addition to messages providing directional information. Other directional signs shall be installed as may be required by the City.

2. Marquee signs. Marquee signs for theaters, cinemas, exhibition centers and similar public assembly uses shall be permitted only upon the specific authorization of the Planning and Zoning Commission, subject to such restrictions and conditions as the Commission may deem necessary after a site development plan is reviewed under the provisions of Section 405.1080.

3. On-site construction signs. When the property is under construction pursuant to an issued building permit, an additional sign, not to exceed thirty-two (32) square feet in gross sign area per face with a maximum of two (2) faces and not to exceed ten (10) feet in height from top of sign to top of grade or two (2) feet in height from bottom of sign to top of grade, shall be permitted. Such a sign shall be erected out of the public right-of-way and shall be removed ten (10) days after completion of a project and not later than ten (10) days after issuance of occupancy permit.

4. Covered walkway signs. A sign not to exceed two (2) square feet in gross sign area may be hung from the ceiling of a covered walkway that is attached to the front of a retail store. Such a sign shall not exceed eighteen (18) inches in drop from the bottom of the said sign to the ceiling surface of the covered walkway, nor shall the bottom of said sign be less than seven (7) feet above the sidewalk surface it is hanging over. Only one (1) covered walkway sign per business shall be allowed. Such a sign shall be hung perpendicular to the retail storefront so as to be beneficial to pedestrian traffic.

I. Automobile Service Stations.

1. Signs located on property used for automobile service stations shall be subject to the provisions and limitations set forth in this Section.

2. No sign shall be attached to any pole, light standard or gasoline tank vent pipe. No sign shall be attached to a gasoline pump excepting those provided for in Section 405.950(1)(5).

3. Wall signs.

a. Not more than one (1) wall sign shall be permitted for each automobile service station. This wall sign shall not exceed twenty-five (25) square feet in gross sign area.

b. In instances where the washing of motor vehicles is an accessory service being offered on a property used for an automobile service station, one (1) additional wall sign shall be permitted. This wall sign shall not exceed ten (10) square feet in area. Further, one (1) sign designating the entrance to and one (1) sign designating the exit from the washing area shall be affixed directly to the structure near such entrance or exit for traffic safety and efficiency. The gross sign area of such signs shall not exceed twelve (12) square feet. One (1) additional sign may be erected no closer than seventy-five (75) feet from any public right-of-way. Such a sign shall not exceed ten (10) square feet in gross sign area or eight (8) feet in height from top of sign to top of grade. Said sign shall be permanently anchored to a wall, canopy support or a freestanding pole.

4. Service station canopy signs. An automobile service station with a canopy shall be permitted one (1) service station canopy sign, in addition to a wall sign, per street frontage. This service station canopy sign shall not exceed thirty (30) square feet in gross sign area per street frontage. This sign shall be a flat sign permanently affixed to the vertical face of the canopy and shall not project above or below or from any side of the vertical face of the canopy. This sign shall be illuminated by internal and non-intermittent light sources. Any business logo, inclusive of striping or other symbols, appearing on this canopy sign shall count as part of the gross sign area allowable for said sign.

5. Pump signs. Signs shall be posted on gasoline pumps so as to provide the required information to the public regarding "octane rating", "price" and "type of fuel". ~~As the trade name of the business is often incorporated into the different types of fuels, said trade name and any associated symbols shall be permitted on the sides of the pumps as flat signs located no more than three (3) feet above the ground and not to exceed two (2) square feet in area per sign face (four (4) square feet in aggregate) per pump.~~ "Self-service" or "full-service" signs shall identify each pump island on the service station property to minimize traffic conflicts. The location of such signs shall be limited to the gasoline pump or the canopy support, not more than eight (8) feet above the ground, located at each end of the pump island. A maximum of two (2) such signs shall be allowed per pump island and each sign shall not exceed two (2) square feet in area.

6. Gasoline price signs. For purposes of traffic efficiency and safety, one (1) gasoline price sign shall be allowed per service station property street frontage. This sign must be freestanding and permanently anchored. Such a sign shall not exceed ~~thirty (30)~~sixteen (16) square feet in sign area per face and shall not exceed six (6) feet in height from top of sign to top of grade. Illumination shall be by internal and non-intermittent light sources. This sign shall identify the actual unit price being charged for gasoline being sold.

J. Reserved.

~~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).~~

L. Billboards.

1. Not permitted. Billboards, and except as otherwise expressly authorized by this Article VIII, other signs exceeding fifty (50) square feet in gross sign area shall not be permitted in the City. This prohibition shall be effective as of July 1, 2009. Any billboard permitted prior to that date shall be deemed a non-conforming sign, but shall not be enlarged, relocated, or reset. The City expressly prohibits the resetting of qualifying signs pursuant to Section 226.541, RSMo. Existing tri-vision billboards are likewise deemed to be non-conforming signs. "Tri-vision billboard" means a sign face having a series of three-sided rotating slats arranged side by side, either horizontally or vertically, which is capable of displaying a total of three (3) separate message copies, one (1) message copy at a time.

2. Lighting and landscaping of billboards. All lighting and landscaping of grandfathered billboards shall comply with the following:

a. Previously approved and required landscaping shall be maintained;

b. No revolving or rotating beam or beacon of light that simulates any emergency light or device shall be permitted as part of any sign. No flashing, intermittent or moving light or lights will be permitted, ~~except scoreboards and other illuminated signs designating public service information, such as time, date or temperature or similar information, will be permitted;~~

c. External lighting such as floodlights, thin line and gooseneck reflectors are permitted, provided the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the main traveled way of the interstate or primary highway and the lights are not of such intensity so as to cause glare, impair the vision of the driver of a motor vehicle or otherwise interfere with a driver's operation of a motor vehicle and such lights shall be effectively shielded so as to prevent beams or rays of light from being directed onto adjacent residential property;

d. No billboard shall be so illuminated that it interferes with the effectiveness of or obscures an official traffic sign, device or signal;

e. The maximum average lighting intensity level for such sign shall be twenty (20) foot-candles.

3. Obstruction of official highway signs. No sign shall be located in such manner as to obstruct or otherwise physically interfere with the effectiveness or visibility of an official traffic sign, signal or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic.

4. Annual inspection and certification. Owners of all billboards shall be required to submit, to the Zoning Administrator, an inspection report from a Missouri licensed engineer as to the sign's structural integrity. Such certification shall be done on or before July 1 of each year. Failure to submit a report shall result in the immediate revocation of the sign's permit.

5. Nuisances. Any billboard which, because of lack of maintenance, upkeep, vandalism, accumulation of litter, refuse or debris or the deterioration of landscaping, lighting or fencing, becomes unsightly or unsafe, as determined by the Zoning Administrator, is hereby declared to be a nuisance and shall be subject to abatement by the City in the same manner as all other nuisances on private property.

Section 405.955. Master Signage Plans.

~~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, HE Higher Education District, and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres).~~

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.

4. The ~~Director of Community Development~~Zoning Administrator may approve minor changes to an determines to be consistent with the scope and intent of such plan.

Section 405.960. Enforcement and Sign Removal.

[R.O. 2008 §26-105; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Sign Code Violations And Enforcement. Any sign which is not in compliance with all the provisions of this Article is declared to be unlawful. The City, through the Zoning Administrator, may initiate injunction or abatement proceedings or other appropriate action in the courts against any person who violates or fails to comply with any provisions of this Article or against the erector, owner or user of an unlawful sign or the owner of property on which an unlawful sign is located to prevent, enjoin, abate or terminate the erection, use of display of an unlawful sign. Any person who violates or fails to comply with any of the provisions of this Article or the erector, owner or user of an unlawful sign or the owner of property on which an unlawful sign is located shall be subject to the financial penalties set forth in Section 405.1150(D) of this Chapter.

B. Removal Of Unlawful Sign. Any unlawful sign which has not been removed within thirty (30) days after conviction of violation or imposition of civil penalty may be removed by the City and the costs charged to the violator. If removal costs have not been paid and the sign reclaimed within thirty (30)

days of its removal by the City, the City may sell or otherwise dispose of the sign and apply the proceeds toward costs of removal. Any proceeds in excess of costs shall be paid to the owner of the sign.

C. Immediate Removal Of Unlawful Or Unsafe Signs. Signs which the Zoning Administrator finds upon public streets, sidewalks, rights-of-way or other public property or which wherever located present an immediate and serious danger to the public because of their unsafe condition may be immediately removed by the Zoning Administrator without prior notice.

Section 405.970. Variances.

[R.O. 2008 §26-106; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5280 §2, 10-22-2012; Ord. No. 5437 §2, 9-16-2015]

A. Practical Difficulties Or Unnecessary Hardship.

1. Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of the provisions of this Article, the Board of Adjustment may vary or modify the application of specific regulations for any permitted form of signage so that the spirit of this Article shall be observed, public safety and welfare secured and substantial justice done.

2. A variance from this Article may be granted for any permitted form of signage where it is found that because of the limitations on character, size, number or dimensions of signs or the regulations controlling the erection or installation of a sign, the applicant would be subject to practical difficulties or unnecessary hardship. Unnecessary hardship is not considered the loss of possible advantage, economic loss or gain or mere inconvenience to the applicant.

B. Procedures And Criteria. The procedures and criteria for granting a variance from the regulations in this Article shall be as set out in Section 405.1040 of this Chapter.

SECTION 5. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

Dr. Scott Saunders, President of The City Council

APPROVED THIS _____ DAY OF _____, 2018.

Barry Glantz, Mayor

ATTEST:

DEBORAH RYAN

CITY CLERK

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, AUGUST 20, 2018

5 6:30 P.M.

6
7 APPLICATION NO. 18-029

8
9 THOSE IN ATTENDANCE:

10 Mr. Gene Rovak, Acting Chairman

Ms. Muriel Hall

11 Mr. Don Magruder

Mr. Gene Rovak

12 Mr. James Myers

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

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21 McLaughlin Court Reporting Services, Inc.

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

4772 Gatesbury Drive

23 St. Louis, MO 63128

24 (314) 974-1199

1 CHAIRMAN ROVAK: Okay. I've got 6:30.

2 Call the meeting to order.

3 This is the -- tonight's meeting, which what is
4 our date today, August 20th, 2018, Planning & Zoning.

5 Call the meeting to order.

6 Let me take roll.

7 Our Chair is not here tonight.

8 Tim Carney is not here.

9 Ms. Hall?

10 MS. HALL: Here.

11 CHAIRMAN ROVAK: Mr. Magruder?

12 MR. MAGRUDER: Present.

13 CHAIRMAN ROVAK: Mr. Myers?

14 MR. MYERS: Present.

15 CHAIRMAN ROVAK: Matt Schuh?

16 MR. SCHUH: Present.

17 CHAIRMAN ROVAK: Okay. Mr. Lumley, our City
18 Attorney?

19 MR. LUMLEY: Present.

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

22 MR. JAGGI: Present.

23 CHAIRMAN ROVAK: Whitney Kelly, City Planner?

24 MS. KELLY: Present.

25 CHAIRMAN ROVAK: Jessica Stutte, Planning

1 Assistant/Recording Secretary?

2 MS. STUTTE: Present.

3 And our next item, we'll go back to our text
4 amendment, Application 18-029: Text Amendments to Article
5 VIII, Section 405.120 and Section 405.680 of the Zoning
6 Ordinance Regarding Signs and Related Matters.

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

8 MR. JAGGI: Chairman, Members of the Commission,
9 Jason Jaggi, Director of Community Development with the
10 City of Creve Coeur.

11 This application is in response, the City
12 Attorney in working with staff, there's been some recent
13 court action, so a review of our ordinances suggests that
14 we should make some additional adjustments in light of
15 some recent court action involving another St. Louis
16 County municipality.

17 The bulk of the changes of the ordinance involve
18 moving items that pertain to lighting and architectural
19 design that don't have any bearing on sign, you know,
20 strictly associated with signing -- signage, we've taken
21 those requirements that right now are within the Sign
22 Code, we've moved them to other areas of the Zoning Code
23 that pertain to lighting and so forth to try to really
24 tighten our ordinances with respect to we're directly
25 regulating signage.

1 So if it's lighting, that's not really signage.
2 If it's lighting that pertains to how we illuminate signs,
3 it's kept in there. But if it's just building lighting
4 and holiday lighting and things like this, we've moved
5 that requirement out of the sign ordinance and put it into
6 the lighting section of the Zoning Code.

7 That's in an overview of what the bulk of the
8 changes are.

9 We've also taken the opportunity then to clarify
10 some concepts, and I'll just run through those briefly.

11 As Whitney mentioned, the incidental signs has
12 been changed. We provide a little bit more clarification
13 on what that is, and you can see here, we've added a new
14 definition that says any sign that is outdoors or -- or on
15 the exterior of a building or window that is less than
16 25 square feet, that's an -- that's an incidental sign.

17 So previously it was kind of a broad definition,
18 so we've tried to kind of hone that in.

19 So any larger sign would have to -- would be
20 more of a significant amendment.

21 Again, I mentioned lighting. We've just moved
22 the bulk of that, just some very minor tweaking, nothing
23 really substantive with the lighting, we just moved it out
24 of the Sign Code.

25 Flags. We've added a little bit better

1 definition for a flag, which states, you know, it's a
2 pattern or symbol use of government, and any other object
3 that is flag-like is not defined as a flag.

4 So if you've seen some of -- in other cities, we
5 don't have them here, but you've seen these banners that
6 advertise that kind of look like flags, that's not a flag,
7 so that's a sign.

8 So we just kind of wanted to clarify that a
9 little bit within our code.

10 The other maybe couple items that are maybe a
11 little bit more of note. When we did go through last time
12 the more comprehensive sign code amendment, we had on
13 there that 6 -- 6 inch letter requirement would be minimum
14 for multi-tenant signs. But what we kind of overlooked is
15 there are some roadways that are narrower that are
16 commercial that you may not need such tall letters, so we
17 felt it was just reasonable to remove that requirement.

18 They don't need to be 6 -- 6 inches if they're
19 on slower speed, slower-traveled roadways. Executive
20 Parkway would be an example, you know, where they're
21 just -- they're -- that road, I don't even know if it's
22 striped in the middle, you know, so that's just more of a
23 clarification.

24 The other, I guess probably the most substantial
25 thing is when we looked at our code is with respect to

1 service station or gas stations. Right now the code only
2 allows a 16 square foot gas price sign per road frontage.
3 You can have two right now, but they can only be 16 square
4 feet.

5 That did not seem to be consistent with what
6 we've just approved -- what City Council approved, based
7 on your recommendation, to have a little bit larger signs
8 for businesses along the roadway. So it just seemed fair
9 that -- that that should be brought up to the size that
10 every other sign -- or every other, you know, property's
11 entitled to, so we did move that up to a maximum of
12 30 square feet.

13 We also have in here though that they can have
14 two signs, one on each frontage. If you had some concerns
15 with that, that can be changed, but the number is allowed
16 to be two, but the size is also increased.

17 And then lastly, the master sign plan, as was
18 mentioned, we created another section for that, so it's a
19 stand-alone section because it applies to institutions,
20 which are residential, they're commercial, they're kind of
21 all -- all -- all including, so we just moved that to
22 create its own.

23 And then we did have a provision to allow staff
24 approval for very minor adjustments that don't
25 substantively change the overall approval.

1 So, like Whitney mentioned, some small little
2 interior signs, we can just handle that at the staff
3 level, we can amend the file and do it administrative
4 approval without having to go through this whole process
5 of an amendment.

6 So be happy to answer any questions, but those
7 are the bulk of the -- of the changes.

8 Yes, Mr. Chairman?

9 CHAIRMAN ROVAK: I have one that's not really
10 substantial.

11 MR. JAGGI: Uh-huh.

12 CHAIRMAN ROVAK: It really just deals with, I
13 guess, the report describing it, not -- probably not
14 really the amendment itself.

15 MR. JAGGI: Okay.

16 CHAIRMAN ROVAK: It's in the top paragraph on
17 page 7.1.A. Changes increase the minimum size to
18 30 square feet.

19 MR. JAGGI: That should be maximum.

20 CHAIRMAN ROVAK: Okay.

21 MR. JAGGI: Yes. Thank you.

22 We don't have a minimum requirement for signs.

23 CHAIRMAN ROVAK: I didn't think so.

24 MR. JAGGI: We do the opposite.

25 MR. MAGRUDER: Good catch.

1 MR. JAGGI: Right. Right. Somebody would be
2 very happy probably if we had that, but, no, thank you,
3 that is a typo. That'd be maximum size of 30 square feet.
4 Which is the maximum -- the smallest maximum size for
5 these types of signs that we allow elsewhere. Bring that
6 into consistency.

7 CHAIRMAN ROVAK: Okay.

8 MR. MAGRUDER: And then would be the -- the
9 lighted sign, the -- the neon sign or -- that would be the
10 neon sign like --

11 MS. KELLY: No, that would be the ground
12 monument sign.

13 MR. JAGGI: It would be the monument sign --

14 MR. MAGRUDER: Okay.

15 MR. JAGGI: -- on the ground, correct.

16 MS. KELLY: It allows for the identification of
17 price for the gas station.

18 MR. MAGRUDER: Oh, you're talking about -- okay.

19 MS. KELLY: Yeah. But that's --

20 MR. JAGGI: And that's the other thing too, is,
21 you know, the content, you know, our code says, you know,
22 you can have a 30 square foot sign to advertise your
23 commercial message, so that would normally include a gas
24 station sign, but it could also include their name, which
25 is typical, so.

1 MR. MAGRUDER: Okay.

2 MR. JAGGI: You know, we're not going to get
3 into what they -- what they put on there as much, but it
4 does allow that size of sign for a gas station use.

5 CHAIRMAN ROVAK: Okay.

6 Is there any other questions or we can call for
7 the motion?

8 MR. MAGRUDER: I move to recommend approval of
9 Draft Text Amendment Ordinance attached to the August 20,
10 2018 staff report on Application 18-29 for amendments to
11 the Zoning Code regarding signs and related matters.

12 CHAIRMAN ROVAK: Okay. There be no other
13 conditions, is there a second?

14 MS. HALL: Second.

15 CHAIRMAN ROVAK: All in favor?

16 (All responded aye.)

17 CHAIRMAN ROVAK: Any opposed say nay.

18 (No nay responses.)

19 CHAIRMAN ROVAK: Okay. Passes. Thank you.

20 MR. JAGGI: Thank you.

21 (The Public Hearing was concluded at 8:55 p.m.)
22
23
24
25

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

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

Deborah K. McLaughlin

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

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

CHAIRMAN ROVAK: [19] MR. JAGGI: [13] MR. LUMLEY: [1] 2/18 MR. MAGRUDER: [7] 2/11 7/24 8/7 8/13 8/17 8/25 9/7 MR. MYERS: [1] 2/13 MR. SCHUH: [1] 2/15 MS. HALL: [2] 2/9 9/13 MS. KELLY: [4] 2/23 8/10 8/15 8/18 MS. STUTTE: [1] 3/1	A about [1] 8/18 accurate [1] 10/10 Acting [1] 1/10 action [2] 3/13 3/15 added [2] 4/13 4/25 additional [1] 3/14 adjustments [2] 3/14 6/24 administrative [1] 7/3 advertise [2] 5/6 8/22 Again [1] 4/21 all [5] 6/21 6/21 6/21 9/15 9/16 allow [3] 6/23 8/5 9/4 allowed [1] 6/15 allows [2] 6/2 8/16 alone [1] 6/19 along [1] 6/8 also [4] 4/9 6/13 6/16 8/24 amend [1] 7/3 amendment [6] 3/4 4/20 5/12 7/5 7/14 9/9 amendments [2] 3/4 9/10 another [2] 3/15 6/18 answer [1] 7/6 any [7] 3/19 4/14 4/19 5/2 7/6 9/6 9/17 application [4] 1/7 3/4 3/11 9/10 applies [1] 6/19 approval [4] 6/24 6/25 7/4 9/8 approved [2] 6/6 6/6 architectural [1] 3/18 are [8] 3/21 4/8 5/10 5/15 5/15 5/15 6/20 7/7 areas [1] 3/22 Article [1] 3/4 as [4] 4/11 5/3 6/17 9/3 Assistant [2] 1/14 3/1 Assistant/Recording [2] 1/14 3/1 associated [1] 3/20 at [3] 5/25 7/2 9/21	attached [1] 9/9 ATTENDANCE [1] 1/9 Attorney [3] 1/13 2/18 3/12 AUGUST [3] 1/4 2/4 9/9 August 20 [1] 9/9 August 20th [1] 2/4 aye [1] 9/16 B back [1] 3/3 BALLAS [1] 1/3 banners [1] 5/5 based [1] 6/6 be [18] bearing [1] 3/19 because [1] 6/19 been [2] 3/12 4/12 better [1] 4/25 bit [5] 4/12 4/25 5/9 5/11 6/7 briefly [1] 4/10 Bring [1] 8/5 broad [1] 4/17 brought [1] 6/9 building [2] 4/3 4/15 bulk [4] 3/17 4/7 4/22 7/7 businesses [1] 6/8 but [11] C call [3] 2/2 2/5 9/6 can [9] 4/13 6/3 6/3 6/13 6/15 7/2 7/3 8/22 9/6 Carl [1] 1/13 Carney [1] 2/8 catch [1] 7/25 CCR [6] 1/22 1/22 10/13 10/13 10/14 10/14 Certified [3] 10/5 10/6 10/6 certify [1] 10/7 Chair [1] 2/7 Chairman [3] 1/10 3/8 7/8 change [1] 6/25 changed [2] 4/12 6/15 changes [4] 3/17 4/8 7/7 7/17 cities [1] 5/4 CITY [8] 1/2 1/13 1/14 2/17 2/23 3/10 3/11 6/6 clarification [2] 4/12 5/23	clarify [2] 4/9 5/8 code [10] 3/22 3/22 4/6 4/24 5/9 5/12 5/25 6/1 8/21 9/11 COEUR [2] 1/2 3/10 commercial [3] 5/16 6/20 8/23 COMMISSION [2] 1/1 3/8 Community [3] 1/13 2/21 3/9 comprehensive [1] 5/12 concepts [1] 4/10 concerns [1] 6/14 concluded [1] 9/21 conditions [1] 9/13 consistency [1] 8/6 consistent [1] 6/5 content [1] 8/21 correct [1] 8/15 could [1] 8/24 Council [1] 6/6 County [2] 3/16 10/2 couple [1] 5/10 court [6] 1/21 3/7 3/13 3/15 10/5 10/7 create [1] 6/22 created [1] 6/18 CREVE [2] 1/2 3/10 CSR [3] 1/22 10/13 10/14 D date [1] 2/4 deals [1] 7/12 Deborah [3] 1/22 10/4 10/14 defined [1] 5/3 definition [3] 4/14 4/17 5/1 describing [1] 7/13 design [1] 3/19 Development [3] 1/13 2/21 3/9 did [4] 5/11 6/5 6/11 6/23 didn't [1] 7/23 directly [1] 3/24 Director [3] 1/13 2/20 3/9 do [3] 7/3 7/24 10/7 does [1] 9/4 Don [1] 1/11	don't [6] 3/19 5/5 5/18 5/21 6/24 7/22 Draft [1] 9/9 Drive [1] 1/22 E each [1] 6/14 elsewhere [1] 8/5 entitled [1] 6/11 even [1] 5/21 every [2] 6/10 6/10 example [1] 5/20 Executive [1] 5/19 exterior [1] 4/15 F fair [1] 6/8 favor [1] 9/15 feet [5] 4/16 6/4 6/12 7/18 8/3 felt [1] 5/17 file [1] 7/3 flag [4] 5/1 5/3 5/3 5/6 flag-like [1] 5/3 flags [2] 4/25 5/6 foot [2] 6/2 8/22 forth [1] 3/23 frontage [2] 6/2 6/14 G gas [5] 6/1 6/2 8/17 8/23 9/4 Gatesbury [1] 1/22 Gene [2] 1/10 1/11 get [1] 9/2 go [3] 3/3 5/11 7/4 going [1] 9/2 Good [1] 7/25 got [1] 2/1 government [1] 5/2 ground [2] 8/11 8/15 guess [2] 5/24 7/13 H had [3] 5/12 6/14 8/2 Hall [2] 1/10 2/9 handle [1] 7/2 happy [2] 7/6 8/2 has [1] 4/11 have [11] having [1] 7/4 hearing [3] 9/21 10/8 10/10
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Jason [3] 1/13 2/20 3/9	meeting [4] 1/1	no [5] 1/7 8/2 8/11 9/12 9/18		
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(2) here - responses

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(3) responses... - ZONING



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

Meeting: 08/27/18 07:00 PM
Department: Legislative /City Clerk
Category: Ordinance
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

**Bill No. 5730 - an Ordinance Revising Section 135.240 of the
Creve Coeur Municipal Code Regarding Municipal Court
Costs. First Reading**

Update of municipal court costs to reflect changes in state law, including the establishment of a fee for statewide court automation.

Ordinance

Meeting of August 27, 2018

BILL NO. 5730

ORDINANCE NO. _____

**AN ORDINANCE REVISING SECTION 135.240 OF THE
CREVE COEUR MUNICIPAL CODE REGARDING
MUNICIPAL COURT COSTS.**

WHEREAS, the City of Creve Coeur enforces its ordinances by prosecutions in its municipal court, and

WHEREAS, the Missouri Supreme Court and Legislature require automation of municipal court records, and

WHEREAS, Section 476.056 RSMo and Supreme Court Operating Rules 21.01(a)(4) and 21.03 provide for the collection of a fee for court automation as part of the court costs imposed on matters in municipal court, and

WHEREAS, the City code of ordinances must be updated to provide for the collection of such fee, 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. Section 135.240 of the Municipal Code of the City of Creve Coeur is hereby amended as follows:

Section 135.240. Court Costs — Generally.

[R.O. 2008 §17-24; Ord. No. 5079 §1, 3-23-2009; Ord. No. 5264 §3, 8-27-2012; Ord No. 5315 §1, 8-12-2013; Ord. No. 5404 §1, 11-24-2014; Ord. No. 5041 §1, 5-27-2008; Ord. No. 5433 §1, 8-10-2015; Ord. No. 5493 §1, 8-22-2016]

A. In addition to any fine that may be lawfully imposed by the Municipal Judge, there shall be assessed as costs in all cases, except cases in which charges of a "minor traffic violation" or "municipal ordinance violation" as defined in Section 479.350 RSMo., are dismissed and cases in which the Municipal Court finds the defendant to be indigent pursuant to applicable standards, and

BILL NO. 5730

ORDINANCE NO. _____

except for fees which pursuant to Section 488.027 RSMo shall not be collected upon dismissal or waiver, the following:

1. Costs of Court in the amount of twelve dollars (\$12.00) pursuant to 488.012 and Supreme Court Operating Rule 21.01(a)(5).
2. Actual costs assessed against the City by the County Director of Justice Services for apprehension or confinement in the County Jail pursuant to Section 221.070, RSMo.
3. In addition to any other costs of Court pursuant to Section 488.5336, RSMo., an assessment of two dollars (\$2.00) on all ordinance violations (including infractions, moving and non-moving traffic violations), but excluding cases dismissed by the Court or when the costs are to be paid by the City, such additional assessment to be used for the training of Law Enforcement Officers.
4. Pursuant to the authority granted by Section 488.607, RSMo., an assessment of an additional Court cost of three dollars (\$3.00) on all ordinance violations, except when the proceedings or defendant have been dismissed by the Court or when costs are to be paid by the City. Such costs shall be collected by the Clerk of the Court and disbursed by the City Council for the purpose of providing operating expenses for shelters for battered persons as defined by Section 455.200 et seq., RSMo.
5. In addition to any other costs of Court pursuant to Section 488.5336, RSMo., an assessment of one dollar (\$1.00) on all ordinance violations (including infractions, moving and non-moving traffic violations), but excluding cases dismissed by the Court or when the costs are to be paid by the City, such additional assessment to be used for the Peace Officer's Standards and Training Commission (POST) Fund created by Section 590.178, RSMo.
6. In addition to any other costs of Court pursuant to Sections 488.5339 and 595.045, RSMo., an assessment of seven dollars and fifty cents (\$7.50) on all ordinance violations (including infractions, moving and non-moving traffic violations), except when the proceedings or defendant have been dismissed by the Court or when the costs are to be paid by the City, such additional assessment to be used for the Crime Victims' Compensation Fund.

BILL NO. 5730**ORDINANCE NO. _____**

7. Upon a plea of guilty or a finding of guilty for an offense of violating the provisions of municipal ordinances involving alcohol- or drug-related traffic offenses, the Court may, in addition to imposition of any penalties provided by law, order the convicted person to reimburse the City Police Department pursuant to Section 488.5334, RSMo., for the reasonable costs associated with the arrest, including the cost of any chemical test made under Chapter 577, RSMo., to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody. The Police Department may establish a schedule of such costs, but the Court may order the costs reduced if it determines them to be excessive.

8. Mileage, in the same amount as provided to the Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this Court, other costs, such as for the issuance of a warrant, a commitment or a summons, as provided before the Circuit or Associate Circuit Judge in criminal prosecutions and any and all other costs, assessments and surcharges as required by applicable law.

9. Other fees as lawfully determined by the Court, including credit card fine fees and probation deterrent fees.

10. A surcharge of two dollars (\$2.00) pursuant to the provisions of Section 488.5026, RSMo., shall be collected in all cases, except where the proceeding is dismissed by the Court or when the costs are to be paid by the City. All fees collected pursuant to this Subsection shall be transmitted monthly to the Finance Director of the City of Creve Coeur for deposit into the Inmate Security Fund. All funds collected pursuant to this Subparagraph shall be used only to acquire, develop, maintain, repair, and replace biometric verification systems and information sharing systems to ensure that inmates, prisoners or detainees in a holding cell facility or other detention facility or area which holds persons detained only for a shorter period of time after arrest or after being formally charged can be properly identified upon booking and tracked within the local law enforcement administration system, criminal justice administration system, or the local jail system, and to pay for any expenses related to detention, custody and housing and other expenses for inmates, prisoners and detainees.

BILL NO. 5730

ORDINANCE NO. _____

11. ~~Pursuant to Section 488.650 RSMo., there shall be assessed as costs a surcharge in the amount of one hundred dollars (\$100.00) on all petitions for expungement filed under the provisions of Section 610.140, RSMo., in the Municipal Court, provided such surcharge shall be two hundred fifty dollars (\$250.00) effective January 1, 2018. Such surcharge shall be collected and disbursed by the Clerk of the Court as provided by Sections 488.010 to 488.020, RSMo. Monies collected from this surcharge shall be payable to the City's General Fund.~~ Pursuant to Sections 476.056 and 488.010 to 488.027 RSMo, and Supreme Court Operating Rules 21.01(a)(4) and 21.03, there shall be assessed as costs court automation fee of \$7.00

B.

No refund shall be required for overpayments of Court costs of five dollars (\$5.00) or less, nor shall the Clerk be required to pursue unpaid amounts less than five dollars (\$5.00) as provided in Section 488.014, RSMo.

SECTION 2. 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.

DR. SCOTT SAUNDERS,
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2018.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



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

Meeting: 08/27/18 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

ORDINANCE

**Bill No. 5731 - an Ordinance Amending the Adopted 2019
General Fund, Capital Fund and Public Safety Sales Tax Fund
Budgets of the City of Creve Coeur by Authorizing Additional
Appropriations and Transfers from Operating Departments.
First Reading**

A budget amendment to allocate funds for a full time building inspector to be offset by revenues from BJC Healthcare; consulting services for future rehabilitation and preservation of historical buildings which was originally budgeted in FY2018; police firing range renovation which was originally budgeted in FY2018; maintenance agreement for the Livescan fingerprinting system and printer to be reimbursed by a grant; and the reallocation of capital funds from Police Investigations to Police Patrol for vehicle purchase.

Ordinance

Meeting of August 27, 2018

BILL NO. 5731

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ADOPTED 2019 GENERAL FUND, CAPITAL FUND AND PUBLIC SAFETY
SALES TAX FUND BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND TRANSFERS FROM OPERATING DEPARTMENTS**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 25, 2018 BY ORDINANCE NO. 5592

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 GENERAL, CAPITAL AND PUBLIC SAFETY SALES TAX FUND FOR THE FISCAL YEAR 2019 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$227,588

GENERAL FUND

BUILDING SALARIES (01-32-61-5101)	59,150
BUILDING LONGEVITY (01-32-61-5105)	1,360
BUILDING MEDICAL INSURANCE (01-32-61-5230)	9,743
BUILDING DENTAL INSURANCE (01-32-61-5233)	496
BUILDING LIFE INSURANCE (01-32-61-5234)	143
BUILDING AD&D (01-32-61-5235)	28
BUILDING LTD (01-32-61-5236)	183
BUILDING SOCIAL SECURITY (01-32-61-5240)	4,525
BUILDING PENSION (01-32-61-5241)	6,925
BUILDING WORKMEN'S COMP (01-32-61-5243)	2,892
POLICE TECHNICAL & PERSONAL SERVICES (01-21-11-6202)	7,932
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-GENERAL FUND	\$ 93,377

CAPITAL FUND

HISTORIC BUILDING REHABILITATION (02-61-71-18308)	\$ 30,000
POLICE FIRING RANGE (02-61-71-18103)	\$ 57,000
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-CAPITAL FUND	\$ 87,000

PUBLIC SAFETY SALES TAX FUND

BUILDINGS AND IMPROVEMENTS (19-21-23-9501)	\$ 47,211
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-PUBLIC SAFETY SALE	\$ 47,211

TOTAL ALL ADDITIONAL APPROPRIATIONS **\$ 227,588**

SECTION 3. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2019 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN INCREASE IN BUDGET REVENUES IN THE AMOUNT OF \$93,377

GENERAL FUND

BJC AGREEMENT (01-00-00-4459)	85,445
POLICE REIMBURSEMENTS (01-00-00-4747)	7,932
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-GENERAL FUND	\$ 93,377

SECTION 4. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2019 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING A \$21,800 TRANSFER FROM THE POLICE INVESTIGATIONS CAPITAL TO POLICE PATROLMAN CAPITAL

BILL NO. 5731

ORDINANCE NO. _____

GENERAL FUND

VEHICLES - INVESTIGATIONS (01-21-21-9502)	\$	(20,000)
EQUIPMENT - INVESTIGATIONS (01-21-21-9503)		(1,800)
VEHICLES - PATROLMAN (01-21-22-9502)	\$	21,800
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-GENERAL FUND	\$	-

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2018.

 SCOTT SAUNDERS
 PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2018.

 BARRY GLANTZ
 MAYOR

ATTEST:

 DEBORAH RYAN, MPCC
 CITY CLERK



MEMORANDUM

DATE: August 22, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendment – FY 2019

The first budget amendment is for the costs of hiring a new inspector per the agreement with BJC Healthcare. BJC Healthcare has agreed to reimburse the City for the costs of hiring a building inspector so that this inspector can allocate up to 8 hours per day to BJC's construction site. For FY2019, BJC will reimburse the City \$8,544.48 per month. Therefore, funds for the inspector will need to be allocated for the expense of the inspector (\$85,445 for 10 months), as well as the revenue from BJC (\$85,445 for 10 months). As you can see, this has a zero net effect on the 2019 budget.

In order to assess the rehabilitation and preservation needs for two of the historic log cabins located in Conway Park and the historic school house located at Lake School Park, funds previously allocated in FY2018 will be re-budgeted in the amount of \$30,000 for FY2019.

Staff is also requesting a budget amendment to allocate funds for the police firing range. The project had been budgeted in FY2018 for \$109,202 but did not happen, so this is just re-budgeting from FY2018 to FY2019. However, the total cost for the retro-fit is now \$124,211, which is \$15,994 more than what was budgeted in FY2018. Staff is requesting \$57,000 be allocated to the Capital Fund which includes \$25,000 in donation revenue, \$20,000 from the Police Forfeiture Funds and \$47,211 from the Public Safety Sales Tax Fund to cover the costs of renovating the firing range.

The Police Department is entering into a five (5) year subscription for the Livescan system and printer in the amount of \$39,660 to be paid out over a five (5) year period, where grant funds will cover the costs in the first year and the Police Chief's Association will be paying the remaining 4 years directly. Therefore, the City needs to budget 1/5 of the costs (\$7,932) for FY2019, as well as the revenue (\$7,932) from the grant. This has a zero net effect on the 2019 budget.

As pointed out in Chief Eidman's attached memo, a budget amendment is necessary to move funds from the Investigations Division to the Patrol Division to cover the costs of purchasing four (4) 2019 Ford Interceptor AWD vehicles instead of 2 Ford Interceptors, 2 Dodge Chargers and 1 Ford Fusion (from Investigations). The transfer between the divisions are both within the Police Department and has a zero net effect on the 2019 budget. An additional Ford Interceptor is being purchased in the Capital Fund but is not affected by the budget amendment.

I'd be happy to answer any questions.



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

Meeting: 08/27/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1374 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Approving the Use of a Contract Established by the County of Greene, Missouri, as a Cooperative Purchasing Agreement for the Procurement of Microsurfacing Services.

Public Works staff recommends that the City enter into a cooperative purchasing agreement with the County of Greene, Missouri, for microsurfacing to complete the 2018 Microsurfacing Program. The County of Greene extended their agreement to 2018, so the product, terms, and contractor are the same as what the City used with the original agreement in 2017.

RESOLUTION NO. 1374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING THE USE OF A CONTRACT ESTABLISHED BY THE COUNTY OF GREENE, MISSOURI, AS A COOPERATIVE PURCHASING AGREEMENT FOR THE PROCUREMENT OF MICROSURFACING SERVICES.

WHEREAS, the City of Creve Coeur provides safe public rights of way for its commercial and residential communities;

WHEREAS, it is necessary for the City to improve and maintain its asphalt pavement network to provide safe rights of way and to maintain the quality of life expected by the community;

WHEREAS, microsurfacing is one of several techniques used by the City to maintain its asphalt roadway pavement;

WHEREAS, Section 140.030 of the City of Creve Coeur Code of Ordinances allows the City to enter into acceptable cooperative purchasing agreements, and that such agreements can be based upon a contract established by another governmental entity;

WHEREAS, the County of Greene, Missouri, solicited competitive bids for microsurfacing and related services and entered into an agreement with Donelson Construction Company, LLC, for these services on December 27, 2016, for the 2017 construction season, which agreement was extended to the 2018 construction season through an amendment signed on April 6, 2018;

WHEREAS, the agreement between the County of Greene and Donelson Construction Company, LLC, includes a cooperative agreement provision through which Donelson Construction Company, LLC, agreed to honor its unit prices for other interested municipalities, such as the City of Creve Coeur.

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

Section 1. The City's participation in a cooperative purchasing agreement, whereby microsurfacing and related services are procured in accordance with the unit prices for Greene County Contract #16-0798, attached hereto as "Exhibit A," is hereby approved.

Section 2. The Contract between **Donelson Construction Company, LLC**, and the City, attached hereto as "Exhibit B," with a **contract sum not to exceed \$ 225,491.49**, 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 B," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Resolution

Meeting of August 27, 2018

Adopted this 27th day of August, 2018.

Barry Glantz
Mayor

Attest:

Deborah Ryan, City Clerk

EXHIBIT A

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 27, 2016, by and between the County of Greene, ("County") and Donelson Construction Company, LLC ("Contractor"), located at 1075 Wise Hill Road, Clever, Missouri 65631. (The term Contractor includes professionals performing in a consulting capacity.)

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in EXHIBIT I, included herein, and for other public bodies within Greene County as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas & Nebraska, as set forth in Exhibit II. Included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Exhibit I and Exhibit II, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on December 27, 2016 ("Commencement Date") and shall continue through December 26, 2017, with the option to renew, at both parties discretion, for up to two additional one-year periods.
- D. **Party Representatives:**

The County designates the following person to act on County's behalf: Melissa Denney or Rick Artman

The Contractor designates the following person to act on Contractor's behalf: Michael J. Donelson
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Exhibit I and Exhibit IIes, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that

all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any

subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, *et seq.*). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
 - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to *Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.*

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such

claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17. Conflicts of Interest

- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Greene County
 Purchasing Department
 933 N. Robberson
 Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

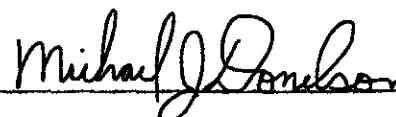
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

By:  1-3-17
Purchasing Director

By: 
Purchasing Buyer

DONELSON CONSTRUCTION COMPANY, LLC

By: 

Title: Member

By: _____

Title: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Greene County Auditor

1/4/17
Date

Additional Purchases by Other Public Agencies:

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?

✓ Yes No

Michael J. Donelson

Michael J. Donelson, Member

DONELSON CONSTRUCTION CO., LLC
1075 WISE HILL ROAD
CLEVER, MO 65631



**Construction
Company, LLC**

EXHIBIT I

Ph: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman
Greene County Highway Department Administrator

Mr. Artman,

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. These prices are valid within Greene County and the City of Springfield. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-Fine (One lift, 12-15 pounds per square yard)...\$1.78 per square yard (non-residential)
\$2.34 per square yard (residential)

MAQS-Type 2 (One lift, 17-21 pounds per square yard)...\$2.35 per square yard (non-residential)
\$2.67 per square yard (residential)

MAQS-Type 2 Plus (One lift, 22-26 pounds per square yard)...\$2.74 per square yard (non-residential)
\$3.16 per square yard (residential)

MAQS-Type 3 (One lift, 26-30 pounds per square yard)...\$2.95 per square yard (non-residential)
\$3.37 per square yard (residential)

MAQS-FlexScratch (crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.26 per pound installed (non-residential)
\$0.30 per pound installed (residential)

MAQS-ChipLock and MAQS-GripSeal...\$2.56 per gallon plus \$0.45 per square yard (non-residential)
or \$0.85 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$3.00 per pound installed

Cold mix asphalt...\$56.00 per ton FOB Clever Stone Quarry

Sincerely,

Michael J. Donelson
Owner



**Construction
Company, LLC**

EXHIBIT II

Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman
Greene County Highway Department Administrator

Mr. Artman,

Per the cooperative agreement option of your contract, Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are included. These prices are valid for other public bodies within the County, as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, and Nebraska. Price levels are dependent upon type and volume of work desired, distance from material production facilities (Clever, MO), and other considerations. Donelson reserves the right to discount any of the prices listed at any time.

Sincerely,

A handwritten signature in black ink that reads 'Michael J. Donelson'.

Michael J. Donelson
Owner



EXHIBIT II

2017 Greene County Cooperative Agreement Pricing – Other agencies

	Modified Aggregate Quick Set (per yd ²)	PressurePave Crack Filler	MAQS-ChipLock or MAQS-GripSeal	Hot Rubber Crack Filler (per yd ²)
LEVEL 1	MAQS-Fine: \$2.94	\$0.30 per pound of material installed	Installation:	
	MAQS-2: \$3.38		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.73		\$1.10 per yd ² residential	
	MAQS-3: \$3.93		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.56 per gallon	
LEVEL 2	MAQS-Fine: \$3.04	\$0.31 per pound of material installed	Installation:	
	MAQS-2: \$3.49		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.90		\$1.10 per yd ² residential	
	MAQS-3: \$4.30		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.60 per gallon	
LEVEL 3	MAQS-Fine: \$3.15	\$0.32 per pound of material installed	Installation:	
	MAQS-2: \$3.59		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.10		\$1.10 per yd ² residential	
	MAQS-3: \$4.65		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.70 per gallon	
LEVEL 4	MAQS-Fine: \$3.40	\$0.33 per pound of material installed	Installation:	
	MAQS-2: \$3.79		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.60		\$1.10 per yd ² residential	
	MAQS-3: \$4.90		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.80 per gallon	
LEVEL 5	MAQS-Fine: \$3.80	\$0.34 per pound of material installed	Installation:	
	MAQS-2: \$4.20		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.80		\$1.10 per yd ² residential	
	MAQS-3: \$5.20		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.90 per gallon	
LEVEL 6	MAQS-Fine: \$4.20	\$0.35 per pound of material installed	Installation:	
	MAQS-2: \$4.60		\$0.65 per yd ² rural OR	Rural: \$0.70
	MAQS-2 Plus: \$5.10		\$1.10 per yd ² residential	
	MAQS-3: \$5.50		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$3.00 per gallon	



OFFICE OF THE PURCHASING DIRECTOR
1143 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set
(MAQS)

CONTACT: Melissa Denney

PHONE: (417)868-4013

AMENDMENT ISSUE DATE: 04-06-2018

E-MAIL: mdenney@greencountymo.gov

AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 2 to Agreement for Contract Services (the "Second Amendment") is made and entered into as of April 6, 2018 by and between the County of Greene, ("County") and Donelson Construction, LLC ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
 2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION, LLC

By:

Melissa Denney
Purchasing Buyer

By:

Michael J. Donelson
Member

By:

Chris Hest
Purchasing Director

By:

Title:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Comp. J. Stair
Auditor Certification

4/6/18
Date



**Construction
Company, LLC**

EXHIBIT I

Ph: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

April 1, 2018

Mr. Rick Artman
Greene County Highway Department Administrator

Mr. Artman,

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (MAQS®) Surfacing System, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, 9,879,387B2 other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. These prices are valid within Greene County and the City of Springfield. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-Fine (One lift, 12-15 pounds per square yard)...\$1.88 per square yard (non-residential)
\$2.44 per square yard (residential)

MAQS-Type 2 (One lift, 17-21 pounds per square yard)...\$2.45 per square yard (non-residential)
\$2.77 per square yard (residential)

MAQS-Type 2 Plus (One lift, 22-26 pounds per square yard)...\$2.84 per square yard (non-residential)
\$3.26 per square yard (residential)

MAQS-Type 3 (One lift, 26-30 pounds per square yard)...\$3.05 per square yard (non-residential)
\$3.47 per square yard (residential)

MAQS-FlexScratch (crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.35 per pound installed (non-residential)
\$0.35 per pound installed (residential)

MAQS-ChipLock and MAQS-GripSeal...\$2.56 per gallon plus \$0.55 per square yard (non-residential)
or \$0.95 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$3.00 per pound installed

Cold mix asphalt...\$56.00 per ton FOB Clever Stone Quarry

Sincerely,

Michael J. Donelson
Owner



**Construction
Company, LLC**

EXHIBIT I

Phone: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

2018 Greene County Cooperative Agreement Pricing – Other agencies

	<i>Modified Aggregate Quick Set (per yd2)</i>	<i>PressurePave Crack Filler</i>	<i>MAQS-ChipLock or MAQS- GripSeal</i>	<i>PressurePave OR Hot Rubber Crack Filler (per yd2)</i>
LEVEL 1	MAQS-Fine: \$2.94	\$0.53 per pound of material installed	Installation:	
	MAQS-2: \$3.38		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.73		\$1.20 per yd2 residential	
	MAQS-3: \$3.93		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.56 per gallon	
LEVEL 2	MAQS-Fine: \$3.04	\$0.55 per pound of material installed	Installation:	
	MAQS-2: \$3.49		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.90		\$1.20 per yd2 residential	
	MAQS-3: \$4.30		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.60 per gallon	
LEVEL 3	MAQS-Fine: \$3.15	\$0.57 per pound of material installed	Installation:	
	MAQS-2: \$3.59		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.10		\$1.20 per yd2 residential	
	MAQS-3: \$4.65		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.70 per gallon	
LEVEL 4	MAQS-Fine: \$3.40	\$0.59 per pound of material installed	Installation:	
	MAQS-2: \$3.79		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.60		\$1.20 per yd2 residential	
	MAQS-3: \$4.90		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.80 per gallon	
LEVEL 5	MAQS-Fine: \$3.80	\$0.61 per pound of material installed	Installation:	
	MAQS-2: \$4.20		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.80		\$1.20 per yd2 residential	
	MAQS-3: \$5.20		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.90 per gallon	
LEVEL 6	MAQS-Fine: \$4.20	\$0.63 per pound of material installed	Installation:	
	MAQS-2: \$4.60		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$5.10		\$1.20 per yd2 residential	
	MAQS-3: \$5.50		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$3.00 per gallon	

EXHIBIT B**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of September, 2018, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Donelson Construction Company, LLC**, with offices at **1075 Wise Hill Road, Clever, Missouri 65631** (hereinafter called the "Contractor"). The project identified as the **2018 Microsurfacing Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) Amendment Number 2 to Agreement for Contract Services between Greene County, Missouri, and Donelson Construction Company, LLC, dated April 6, 2018
- 3) Contractor's Affidavit for Public Construction Projects
- 4) Performance and Payment Bonds
- 5) Construction Schedule
- 6) All Modifications issued after execution of this Contract
- 7) 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.

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 be substantially completed **within sixty (60) days of the written notice to proceed**, unless specified otherwise in writing by the City.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be two-hundred-twenty-five thousand, four hundred, and ninety-one dollars and forty-nine cents (\$ 225,491.49). 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. 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-five percent (95%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.
- (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, paving, sodding, 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 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.

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 (d) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be

remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (d), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a 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. 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 activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the application of an asphaltic surface sealant to selected residential and commercial roadways within the City of Creve Coeur, as listed below. The locations of the work are subject to change, as determined by the Director of Public Works.

Street Name	General Limits
Alden Lane	Spoede Lane to eastern drainage culvert
Beaver Drive.....	Lindbergh Boulevard to cul de sac
Chaminade Drive.....	Spoede Road to Spoede Road
Countryside Place	Warson Road to cul de sac
Haven View Drive.....	Beaver Drive to cul de sac
Notre Dame Drive.....	Chaminade Drive to Chaminade Drive
Oak Park Drive	Spoede Road to north cul de sac and to south cul de sac
Spoede Lane	Spoede Road to Spoede Road
Spoede Acres Lane.....	Spoede Road to end
Spoede View Court	Spoede Road to cul de sac
Suffield Place	Warson Road to cul de sac
Sundown Square.....	Warson Road to cul de sac
Tealwood Drive	Entire subdivision east of Lindbergh Boulevard
Warrington Square Drive	Warson Road to cul de sac

The Scope of Work provides for items as more specifically described in the referenced Contract Documents. All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1 – CONTRACT UNIT PRICES

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST
MAQS-2 Driving Surface **	54,000	SY	\$3.59	\$ 193,860.00
MAQS-Flex	8,811	SY	\$3.59	\$ 31,631.49
NOT-TO-EXCEED CONTRACT SUM:				\$ 225,491.49

** Item thickness to be less than 3/8".

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: _____

DONELSON CONSTRUCTION COMPANY, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: August 22, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation to Pursue Cooperative Purchasing Agreement
FY2019 Microsurfacing Program

City staff has reviewed the contract documents from a recent competitive public bid for microsurfacing issued by Greene County, Missouri, and staff recommends that the City approve the use of this contract as the basis for a cooperative purchasing agreement for microsurfacing, as is provided for in the Greene County bid documents and the Code of Ordinances of the City of Creve Coeur.

What is Microsurfacing?

Microsurfacing is a thin, asphalt-based pavement surface treatment whose purpose is to help preserve asphalt pavement. It does this by providing a new driving surface and by sealing the pavement from water infiltration and oxidization.

Microsurfacing is not an asphalt overlay: it is poured and spread over the pavement rather than rolled smooth. Microsurfacing also relies upon the pavement below it for its strength, meaning that it is best applied to streets that are in good condition. The City's Public Works crews typically crackseal and replace failed sections of pavement along streets in this program to provide a solid foundation for the microsurfacing application.

Project Locations

The streets that are proposed for this project are generally located in the areas along Warson Road, the east side of Lindbergh Boulevard, and Spoede Road near and south of Ladue Road. Specifically, these streets are:

Alden Lane
Beaver Drive
Chaminade Drive
Countryshire Place
Haven View Drive
Notre Dame Drive
Oak Park Drive

Spoede Lane
Spoede Acres Court
Spoede View Lane
Suffield Place
Sundown Square
Tealwood subdivision
Warrington Square

A map that illustrates the location of each of these street is attached for reference. These locations are the same as those that were discussed with the City Council in March 2018 during the development of the FY2019 capital improvement plan.

Program Goals. The primary goal of the program is to preserve and prolong the life of asphalt pavement. Secondary goals are to structure the program to limit costs, to limit the impacts to residents, to be intuitive, to maintain flexibility for future programs, and to create program rotation that returns to streets within the 8-10 year lifespan of the material. A program that addresses a general area of the City helps to achieve all of these goals.

Following the proposed microsurfacing program, all of the residential microsurfacing candidates east of Spoede Road will be complete. The intent for the program will be to focus on the Spoede Road and Graeser Road corridors in the next years as the program moves west through the City. Future years for the program will be re-evaluated in the spring during the development of the 2019 program.

Microsurfacing the streets along Warson Road will also complement the soon-to-be completed Warson Road Improvement Project and should result in minimal pavement maintenance needs in that section of the City for the near future.

Cooperative Agreement using Greene County Bid

In 2017, the City participated in the cooperative purchasing agreement established through the Greene County microsurfacing contract with Donelson Construction Company, LLC, which was signed in December 2016. Specifically, the contract is Greene County Contract #16-0798. Greene County and Donelson Construction signed an amendment to this contract on April 8, 2018, to extend the project into the 2018 construction season.

According to Section 140.030 of the City of Creve Coeur Code of Ordinances, the City may participate in a cooperative purchasing agreement that is based upon a contract that was legally set up by another government entity. This section further defines an “acceptable” cooperative agreement to be one that contains the same terms, conditions, and specifications as the City would include in its own contract documents. The terms, conditions, and specifications for the contract amendment are the same as those from the 2017 project.

The unit cost that is included in the Greene County cooperative agreement (\$3.59/square yard) is lower than the unit cost for a similar microsurfacing product that was recently bid by the City of Ladue (\$4.25/square yard).

The cooperative agreement recommended by staff is to enter into a contract with Donelson Construction Company using the amended Greene County contract document as the basis for establishing the cost, terms, and specifications for the work. The proposed contract would not actually involve Greene County, other than to reference their bid documents.

Review of Donelson Construction Company

Donelson Construction Company successfully completed the City’s FY2017 and FY2018 microsurfacing projects. Their workmanship, attention to detail, and diligence in completing the project met or exceeded the City’s requirements for both projects. In addition, the Donelson Construction Company staff have been well qualified and have been responsive to both staff and residents.

Project Schedule

Work has been underway to prepare most of the project roadways for microsurfacing since May, although some streets have been patched for several years in anticipation of this project. Milestones in the project include:

December 2016	Greene County bid and contract award
March 2018	CIP work session with City Council
April 2018	Greene County/Donelson contract amendment
May-August 2018	Public Works staff prepare streets in program
August 27, 2018.....	<i>Recommendation of award of microsurfacing project to City Council</i>
September 2018	Project award
September/October 2018	Construction

The 1-2 hour cure time for the microsurfacing application allows for the work to be completed during the school year. Previous projects had a longer cure time that would conflict with school bus routes.

Financing

The estimated contract sum for this project is \$225,491.49. This amount is below the \$230,000 that has been included in the FY2019 capital improvement budget in account 02-61-71-9510-19604 for microsurfacing.

Recommendation

Donelson Construction Company and their microsurfacing product have met or exceeded the City's expectations in the FY2017 and FY2018 Microsurfacing Projects, and staff expects that the City will receive the same results with the FY2019 program. Therefore, staff recommends that the City enter into a contract with Donelson Construction Company that extends the Greene County cooperative agreement prices for the desired microsurfacing products.

Attachments: Donelson Construction Cooperative Agreement Pricing – Other Agencies
2018 (FY2019) Microsurfacing Project roadway map



OFFICE OF THE PURCHASING DIRECTOR
1143 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

ROBERT CIRTIN
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1st DISTRICT

LINCOLN P. HOUGH
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set
(MAQS)

CONTACT: Melissa Denney

PHONE: (417)868-4013

AMENDMENT ISSUE DATE: 04-06-2018

E-MAIL: mdenney@greencountymo.gov

AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 2 to Agreement for Contract Services (the "Second Amendment") is made and entered into as of April 6, 2018 by and between the County of Greene, ("County") and Donelson Construction, LLC ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
 2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION, LLC

By:

Melissa Denney
Purchasing Buyer

By:

Michael J. Donelson
Member

By:

Chris Hest
Purchasing Director

By:

Title:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Comp. J. Stair
Auditor Certification

4/6/18
Date



**Construction
Company, LLC**

EXHIBIT I

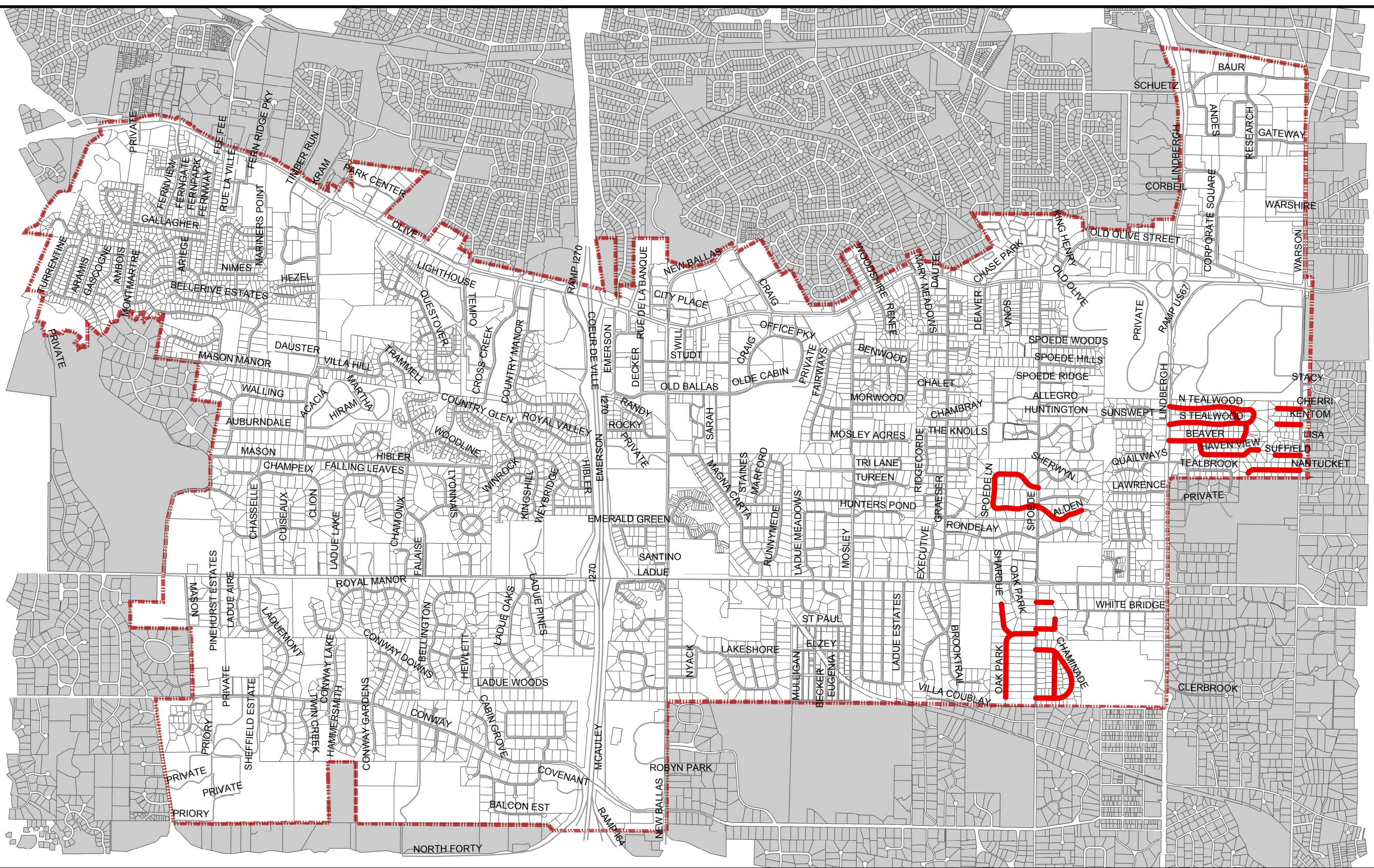
Phone: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

2018 Greene County Cooperative Agreement Pricing – Other agencies

	<i>Modified Aggregate Quick Set (per yd2)</i>	<i>PressurePave Crack Filler</i>	<i>MAQS-ChipLock or MAQS- GripSeal</i>	<i>PressurePave OR Hot Rubber Crack Filler (per yd2)</i>
LEVEL 1	MAQS-Fine: \$2.94	\$0.53 per pound of material installed	Installation:	
	MAQS-2: \$3.38		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.73		\$1.20 per yd2 residential	
	MAQS-3: \$3.93		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.56 per gallon	
LEVEL 2	MAQS-Fine: \$3.04	\$0.55 per pound of material installed	Installation:	
	MAQS-2: \$3.49		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$3.90		\$1.20 per yd2 residential	
	MAQS-3: \$4.30		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.60 per gallon	
LEVEL 3	MAQS-Fine: \$3.15	\$0.57 per pound of material installed	Installation:	
	MAQS-2: \$3.59		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.10		\$1.20 per yd2 residential	
	MAQS-3: \$4.65		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.70 per gallon	
LEVEL 4	MAQS-Fine: \$3.40	\$0.59 per pound of material installed	Installation:	
	MAQS-2: \$3.79		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.60		\$1.20 per yd2 residential	
	MAQS-3: \$4.90		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.80 per gallon	
LEVEL 5	MAQS-Fine: \$3.80	\$0.61 per pound of material installed	Installation:	
	MAQS-2: \$4.20		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$4.80		\$1.20 per yd2 residential	
	MAQS-3: \$5.20		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$2.90 per gallon	
LEVEL 6	MAQS-Fine: \$4.20	\$0.63 per pound of material installed	Installation:	
	MAQS-2: \$4.60		\$0.75 per yd2 rural OR	Rural: \$0.70
	MAQS-2 Plus: \$5.10		\$1.20 per yd2 residential	
	MAQS-3: \$5.50		Plus	Residential: \$1.00
	MAQS-Flex (same as prices stated above)		Material: \$3.00 per gallon	



2018 (FY2019) Microsurfacing Project

Legend

Project Roadways

Other Roadways



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

Meeting: 08/27/18 07:00 PM
Department: Parks and Recreation Department
Category: Resolution
Prepared By: Jason Valvero
Department Head: Jason Valvero

SCHEDULED

RESOLUTION

Resolution No. 1375 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Planning Design Studio for Park Planning Related to the Creation of a Parks Master Plan in an Amount Not to Exceed \$50,000.

A Request for Qualifications was sent to potential firms to complete a parks master plan for the City of Creve Coeur. The end product will be a guide for future park planning and development over the next 10 years. Staff recommends entering into contract with Planning Design Studio.

Resolution

Meeting of August 27, 2018

RESOLUTION NO. 1375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PLANNING DESIGN STUDIO FOR PARK PLANNING RELATED TO THE CREATION OF A PARKS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, there has never been a parks master plan created to encompass the entire park system; and

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to create a master plan that will serve as the primary document to guide the City's future relating to parks and recreation needs; and

WHEREAS, the process will involve community engagement of the residents of Creve Coeur, along with Council, staff and committee meetings;

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

Section 1. A contract between Planning Design Studio and the City is hereby authorized in an amount not to exceed \$50,000 and execution thereof by the City Administrator or his designee is hereby authorized. The contract as executed shall be consistent with the provisions and intent of this Resolution with such changes deemed necessary, desirable, convenient or proper by the City Administrator 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 Contract.

Section 2. This Resolution shall take effect upon approval.

Adopted this 27 day of August, 2018.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

CITY OF CREVE COEUR

**MEMORANDUM**

Date: August 20, 2018
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Parks Master Plan Consultant

Upon approval of the new budget, Council allocated funds in the CIP to enter into a contract to have a parks master plan completed. Staff was directed to send out a "Request for Qualifications" to planning firms to access their interest in completing the study. A total of 11 firms were contacted, with four firms, SWT Design, Planning Design Studio (PDS), The Lawrence Group and RDg responding with their qualifications.

A selection committee, consisting of Jim Heines (Public Work's Director), Whitney Kelly (City Planner), David McCoy (Chair of the Parks and Historic Preservation Committee) and myself reviewed the four submittals and decided to interview all four firms. Following the interview process, the firms were ranked by the committee one through four, with the final ranking being PDS, RDg, The Lawrence Group and SWT.

In accordance with City ordinance, negotiations were started with the top choice of PDS. The scope for the project was created by staff and PDS agreed to the scope with for a price of \$50,000. The total fee includes the planning work, any travel expenses and any reimbursable costs. The selection of PDS was discussed at the August 16, 2018 Parks and Historic Preservation Committee meeting. The members voted unanimously to move forward with PDS.

The intent of this parks master planning process is to take advantage of the large body of knowledge and information regarding the park system currently in existence and shape it into a plan for the future, or road map for the next 10 years. The resources to be utilized include:

- 2008 Playground Master Plan
- 2018 Citizen Survey
- 2017 Strategic Plan
- 2030 Comprehensive Plan

The following is the scope of work that was included in the RFQ to the firms. Emphasis to be place on the following seven areas of interest:

- Park Review and Inventory Study - Review the current condition of Creve Coeur's parks, facilities, trails, green space and parking infrastructure.
- Priority Review - Review and prioritize underserved portions of the City.
- Demographic Study - Look into current and trending demographics and use the projected demographic data for future Creve Coeur resident's needs; interest in parks, trails and open space to keep Creve Coeur on the forefront.

- Creve Coeur's Needs Study - Forecast the community's interest and needs for enhancement to the parks overall system through community engagement, town hall meetings and survey review.
- Capital Projects - Assist in the identification of important capital projects to consider to be incorporated into the short (3-5 years) and long (6-10 years) range plans.
- Cost and Funding Sources Study - Identify probable cost and funding sources, strategies to use and look at best use of city funds.
- Input and Findings - Input meetings with City Council and the Parks and Historical Preservation Committee and final presentation at Council work session.

The end product of this master plan will be a guide for future park planning and development, along with a coordinated financial plan that will match resources to the outcomes. With Council's approval, staff is prepared to move forward immediately with the process. The goal is complete the master planning process within eight months of notice to proceed.



July 5, 2018

Request for Qualification
Comprehensive Parks Master Plan Services
The Creve Coeur Parks and Recreation Department

RFQ Submission Deadline
July 20, 2018 at 3:00 PM

Dielmann Recreation Complex
11400 Olde Cabin Road
Creve Coeur, MO 63141

1. General Information

The City of Creve Coeur Parks and Recreation Department is requesting qualifications from an accomplished consultant or team of consultants to create a comprehensive Parks Master Plan which will provide overall steering for updates and renovations to our park system. Our Parks Master Plan will assist in the overall guidance and future expansion, prioritize needs of the community and take an overall look at potential opportunities, along with generating an all-encompassing strategic action plan for the Department and City to work with for the next ten years. The plan should support public engagement, along with strategic interaction with our City Council and Parks and Historic Preservation Committee, expansion opportunities for our trail systems, parks development with renovation ideas and new trends that will enhance the overall Creve Coeur community for young and old alike. We are looking for environmentally friendly practices and a close attention to resident's needs for open space, trails, and programmed and non-programmed areas that continue to keep Creve Coeur in the forefront of West County municipalities.

2. City of Creve Coeur Background

The City of Creve Coeur is an upscale suburban community located approximately 14 miles west of the Mississippi River in the central corridor of St. Louis County. Interstate 270 runs north and south through the middle of the city while Interstate 64 passes east-west immediately south of the city limits. The resident population was 17,833 as of 2010 with minimal growth since then. The daytime population, however, swells to approximately 40,000 due to Creve Coeur's other key feature: it is home to the Monsanto World Headquarters, the Donald Danforth Plant Science Center, two hospitals (one of which is a regional level 1 trauma facility) and many office, retail and light industrial developments.

The Parks and Recreation Department manages 95 acres of park land and green space with seven parks throughout the City. The city's flagship park is Millennium Park, totaling 25 acres with a walking path, two playgrounds, splash pad, pavilion, sporting fields and the historical Tappmeyer House. Lake School Park sits on six acres and features a playground, historic Lake School, a soccer field and three tennis courts. Conway Park is a 29-acre park featuring a one-mile paved path with fitness stations, two tennis courts and playgrounds. The park is also home to the historic Clester and Hackmann log cabins, dog park and wildflower garden. Fountain Park is a one-acre park located along Olive Boulevard and features a playground and picnic table. Malcolm Terrace Park has 25 wooded acres with a mile and a half of nature trails. The park also features a playground, small pavilion and sand volleyball court. You can also relax in Serenity Grove, a densely planted area with rock creek and plenty of shade. LaVerne Collins Park is a peaceful one-and-a-half-acre park with a gazebo. Beirne Park spans seven and a half acres with a half-mile trail, three tennis courts, a soccer field, playgrounds and a pavilion.

3. Purpose

Our purpose in this exercise is to develop a Parks Master Plan to provide direction and guidance for the growth of our City's parks, trails and green space. The new Parks Master Plan will establish priorities, develop policy for future opportunities along with a strategic action plan.

4. Scope of Services

- ❖ Park Review and Inventory Study- Review the current condition of Creve Coeur's parks, facilities, trails, green space and parking infrastructure.
- ❖ Priority Review - Review and prioritize underserved portions of the City.
- ❖ Demographic Study- Look into current and trending demographics and use the projected demographic data for future Creve Coeur resident's needs; interest in parks, trails and open space to keep Creve Coeur on the forefront.
- ❖ Creve Coeur's Needs Study- Forecast the community's interest and needs for enhancement to the parks overall system through community engagement, town hall meetings, survey and review of the following City documents:
 - 2008 Park Master Plan
 - 2015 Golf Course Master Plan
 - 2018 Citizen Survey
 - 2018 Strategic Plan
 - 2030 Comprehensive Plan
- ❖ Capital Projects- Assist in the identification of important capital projects to consider to be incorporated into the short (3-5 years) and long (6-10 years) range plans.
- ❖ Cost and Funding Sources Study- Identify probable cost and funding sources, strategies to use and look at best use of city funds.
- ❖ Input and Findings – Input meetings with City Council and the Parks and Historical Preservation Committee and final presentation at Council work session.

6. Schedule and Cost of Services

- ❖ It is expected the team will complete its tasks and present the Parks Master Plan ready for adoption within eight (8) months of execution of a contract.
- ❖ The total cost of the plan is not to exceed \$50,000, including all expenses.

7. Submission requirements

- ❖ A cover letter signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the City. The cover letter should also identify the person who will be responsible for regular communication with the City.
- ❖ A brief history of the consulting firm performed.
- ❖ Description of the range of services provided, relevant work experience, capabilities and expertise which qualify the consultant(s) to undertake the project. Relevant work experience should include projects with similar sized communities undertaken within the last five years. For each project, include the name, title and telephone number of a representative that the City may contact to discuss their experience.
- ❖ Identify the individual or individuals who would be providing services to the City, listing his or her individual work experience with similar cities.
- ❖ A general scope of services that provides the consultant's approach and method to execute the process. The proposal should include a detail public engagement strategy.
- ❖ Indicate the format of the monthly reporting procedure to which the project team will

adhere to.

- ❖ A detailed timeline for duration of the project.

8. Foundation for Review and Selection

- ❖ The experience and expertise of the team as a whole, along with the strength of the individuals leading the project.
- ❖ Overall knowledge of opportunities, strengths and weaknesses of the City of Creve Coeur and the Parks and Recreation Department.
- ❖ Capacity of the team to complete the parks master plan.
- ❖ Past history of projects with current team members.

9. Submission Instructions

- ❖ Submittals must be delivered on or before July 20, 2018 at 3:00 PM to be considered.
- ❖ We will need five (5) complete copies bound with one (1) PDF copy to be considered.
- ❖ The RFQ shall not exceed 20 pages (each printed side of a sheet of paper equals one page).
- ❖ Faxed or e-mailed submittals will not be considered.
- ❖ Late or incomplete submittals will not be considered.

10. Additional Terms

- ❖ The submission of a Proposal shall be clear evidence that the RFQ respondent has full knowledge of the scope, nature, quantity, and quality of the work to be performed.
- ❖ Selection of a consultant will be made at the discretion of the City, which reserves the right to accept or reject any and all submissions.
- ❖ All decisions related to this solicitation by the City of Creve Coeur will be final.
- ❖ The City of Creve Coeur reserves the right to request clarification of information submitted and to request additional information of respondents.
- ❖ All materials submitted in response to this RFQ will become the property of the City upon delivery.
- ❖ Costs incurred for preparing the Request for Qualifications in response to this request are solely the responsibility of the respondent.

11. Applicant Interviews

After a review of the submittals that meet the qualifications and warrant interviews, we may contact the applicants for a team interview in person. Teams selected for onsite interviews must include their Project Manager as part of the interview team. This Project Manager will be identified in the RFQ response, and it is the expectation of the Parks and Recreation Department that this manager will lead the actual implementation if a contract is awarded.

If selected for an interview, interviews will take place on July 31 between 1:00-3:00 PM or August 1 between 10:00 AM-Noon. Interviews will be limited to 30 minutes.

The City of Creve Coeur hereby notifies all respondents will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

12. RFQ Submittals

Submit RFQ to City of Creve Coeur, Jason Valvero, Director of Recreation, at 11400 Olde Cabin Road, Creve Coeur, MO 63141. All questions need to be submitted to Jason at jvalvero@crevecoeurmo.gov or by calling (314) 872-2570.

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

Project: **Creve Coeur Parks and Recreation Master Plan**

Client or City: **City of Creve Coeur, MO** (also referred to as the City)
11400 Olde Cabin Rd.
Creve Coeur, MO 63141

City's Contact: Jason Valvero, Director of Recreation
Telephone: Phone: (314) 872-2580
Fax: (314) 801-8152
Email: jvalvero@crevecoeurmo.gov

Consultant: **Planning Design Studio LLC** (also referred to as PDS)
727 North First Street – Suite 360
St. Louis, MO 63102
(314) 241-3600

Objective

The objective of the professional services to be provided by Planning Design Studio (PDS) to The City of Creve Coeur (City) will be the preparation of a Parks and Recreation Master Plan.

Scope of Services

In order to achieve the above stated objective for basic services, Planning Design Studio will provide:

Phase 1 Data Collection

A. Kick-Off Meeting

PDS will conduct a kick-off meeting with City representatives. This meeting will achieve three primary tasks: (1) Establishment of a “planning committee” to work with PDS throughout the planning process; (2) Refine the time frame for each of the project phases and set dates for specific events; and (3) Develop a public involvement strategy.

B. Inventory

During the inventory phase, PDS will develop an understanding of the existing resources adjacent to and within the City. Data will be gathered from City collected inventories and available records. The analysis of the amount and type of recreation resources will be based on field observations and staff interviews. PDS will analyze the current infrastructure of the parks, facilities and equipment including analysis of cultural and historic resources. Special interest groups will be identified with assistance from the City and invited to participate in the data collection process.

C. Demographic Profile

The existing census data for the City will be used in the formulation of the target population, other data with projected populations for the City will also be considered. Existing studies, staff interviews and public perception input will be used to further define the park and recreation customers.

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

D. Workshop & Town Hall Meeting

During the Data Collection Phase, PDS will facilitate a workshop with the Planning Committee, Mayor and City Council, Parks and Historic Preservation Committee and other representatives. During this workshop, the participants will review data collected and have an opportunity to input data into the planning process via a “blue sky” strategic planning activity. This workshop approach will be repeated in a public Town Hall meeting format presented by PDS to increase the sphere of input into the process.

Staff interviews will be conducted throughout the Data Collection Phase to obtain information on park issues.

E. Deliverables

The findings of Phase I, Data Collection, will be documented in a narrative and graphic format and submitted to the City for their review.

Phase 2 Plan Analysis & Concept Development

A. Park Site Evaluation

As a continuation of the data collection inventory, undeveloped land within the City will be inventoried by the City and presented for evaluation by PDS for its strategic location and development potential as relates to recreation facilities and/or open space/preservation. Developed and undeveloped lands, open space and greenways will be evaluated by the City and PDS to determine the generalized environmental effect of development. Private/public facilities within the City’s jurisdiction, will be inventoried and analyzed to determine (high to low) their impact on the recreation delivery system provided by the City.

B. Demand

The demand for park land and park facilities (including identifying opportunities for trail linkages to parks) will be based on planning committee/public input, staff interviews, planning committee sessions and recreation standards tailored to the City. The recreation standards applied to population levels will determine the quantity of land and facilities required for the City now and for the next 10 years. Factors such as future growth, public input, planning committee input, and staff interviews will be analyzed to arrive at projected demand. Open space preservation, conservation easements and landscape or green space easements will be explored as part of the overall park system demand.

C. Projected Needs

The projected needs for park land and facilities will be calculated through a comparison of existing and future demand minus existing inventories. The deficit or surplus of park land or facilities will be documented and will provide the basis of the plan’s recommendations. PDS will identify future best uses for park areas; and identify deficiencies and how they can be corrected, changed or improved.

D. Workshop & Town Hall Meeting

PDS will facilitate a second workshop with the Planning Committee, Mayor and City Council, Parks and Historic Preservation Committee, City staff and other representatives at the end of the Analysis Phase. The workshop will focus on the synthesis between site analysis and needs determination, formulating a written statement containing recommendations for additions, improvements, and open space. This workshop approach will be repeated in a public Town Hall meeting format presented by PDS to increase the sphere of input into the process.

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

E. Deliverables

At the conclusion of Phase 2, a written program statement will be formulated identifying land requirements, facility needs, and recommendations for action. The program statement will be prepared in a narrative and graphic format and be submitted to the City for review.

Phase 3 Master Plan

A. Recommendations

The program statement from Phase 2 will be the beginning point of the master plan concept. The program statement will contain park land and park facility needs, as well as the identification of opportunities for future growth. Open space and park land will be assigned based on very generalized City land recommendations, neighborhood requirements, district (several neighborhoods) needs, community-wide needs, and regional needs. An even and equitable distribution of park land will be one of the objectives of this phase. Facilities will be assigned to proposed park land based on need and site carrying capacity. Identification of specific land parcels for recreation uses is not included in this scope of services.

B. Review of Recreation Programs

PDS will review existing available information, interview Creve Coeur staff and review the 2018 ETC Survey to summarize the recreation programs and identify general needs and recommendations from the input received.

C. Community Recreation Vision

The overall recreation vision for the community will be developed. This system-wide vision will illustrate land and facility distribution recommendations. A matrix will be provided to identify the locations of both existing and proposed recreation facilities on existing and proposed sites. The vision for the six park sites in the City will be illustrated via bubble diagram sketch plans to indicate facility interrelationships. PDS will review studies/reports/master plans related to the existing community recreation facilities (ice skating and golf course) and incorporate recommendations from those documents into the master plan vision.

D. Master Plan

The Master Plan will consist of all the elements listed in Phase 3. The plan will summarize the needs identified in the preliminary master plan and recommend actions to meet the needs identified.

The master plan will provide recommendations for the short-term (2020), and long-term (2030) range. Major development recommendations, identified citizen mandates and development priorities will be included in the master plan.

E. Implementation Strategies

This task will include an analysis of the cost of the recommended actions suggested in the master plan. Funding strategies will be identified. Funding source information will be matched with specific projects to suggest the best and most appropriate funding sources. Strategies for maximizing revenues from funding sources will be recommended for use in the action plan. Opportunities will be explored regarding joint use or shared use of private or quasi-private open space for recreational or preservation purposes within or adjacent to the community.

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

F. Final Presentation

A master plan meeting will be facilitated by PDS with the Planning Committee, Mayor and City Council, Parks and Historic Preservation Committee, and City staff to obtain input and comments on the plan. The final Master Plan presentation by PDS will be a public forum to summarize the results of the master plan.

G. Tri-fold Pamphlet

PDS will work with the City to develop full color camera-ready art for a tri-fold pamphlet that will summarize the results of the master plan. Services to design, develop copy, graphics and reviewing printer's proofs will be included. The City will be responsible for all printing costs.

H. Deliverables

Phase 3 will conclude with the submittal of final master plan. The submittal will include all sections of the final report, in a narrative and graphic format, including:

1. The color rendered overall master plan reflecting the general overall park system layout, the location of proposed facilities and/or improvements.
2. Final individual park sites (5) color rendered "bubble diagrams".
3. Master Plan level construction cost estimates will be prepared for the proposed park system improvements
4. Implementation priorities
5. Funding Strategies
6. Recommend Cost Recovery Strategies
7. Final Master Plan document including project narrative, color copy reductions of all color renderings.
8. Master Plan Tri-Fold

Ten (10) copies of each deliverable will be submitted. The final product will be printed in black and white with color copy inserts, where applicable. A digital copy of the master plan will also be provided.

Schedule Requirements

PDS will complete the PARK AND RECREATION MASTER PLAN for the City in approximately eight (8) months exclusive of City review periods.

Fee Requirements & Payment Terms

Based on the above Scope of Services, the PDS lump sum fee for completion of the project is Fifty Thousand Dollars (\$50,000.00) which includes other direct costs (ODCs) for items such as printing, travel, color copying, photography, mapping, etc.

Payment shall be made monthly based upon submission of an invoice in an amount equal to the percent of work completed plus any reimbursable costs during the preceding month. All invoices shall be due and payable within 30 calendar days.

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

Terms and Conditions

The parties agree as follows:

PDS's Responsibilities. PDS will perform the tasks identified in the Scope of Services above in accordance with the standards customarily provided by an experienced and competent professional planning design organization rendering these type services.

Client's Responsibilities. The Client will pay PDS upon submittal of written invoices.

Ownership of Documents. Related documents created hereunder shall be and become the property of the City.

Governing Law. This CONTRACT shall be governed by and construed in accordance with the laws of the State of Missouri.

Acceptance

The following authorized representatives hereby execute this Agreement and accept the terms and conditions herein.

Planning Design Studio LLC

City of Creve Coeur, MO

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Principal

Title

Title

Date

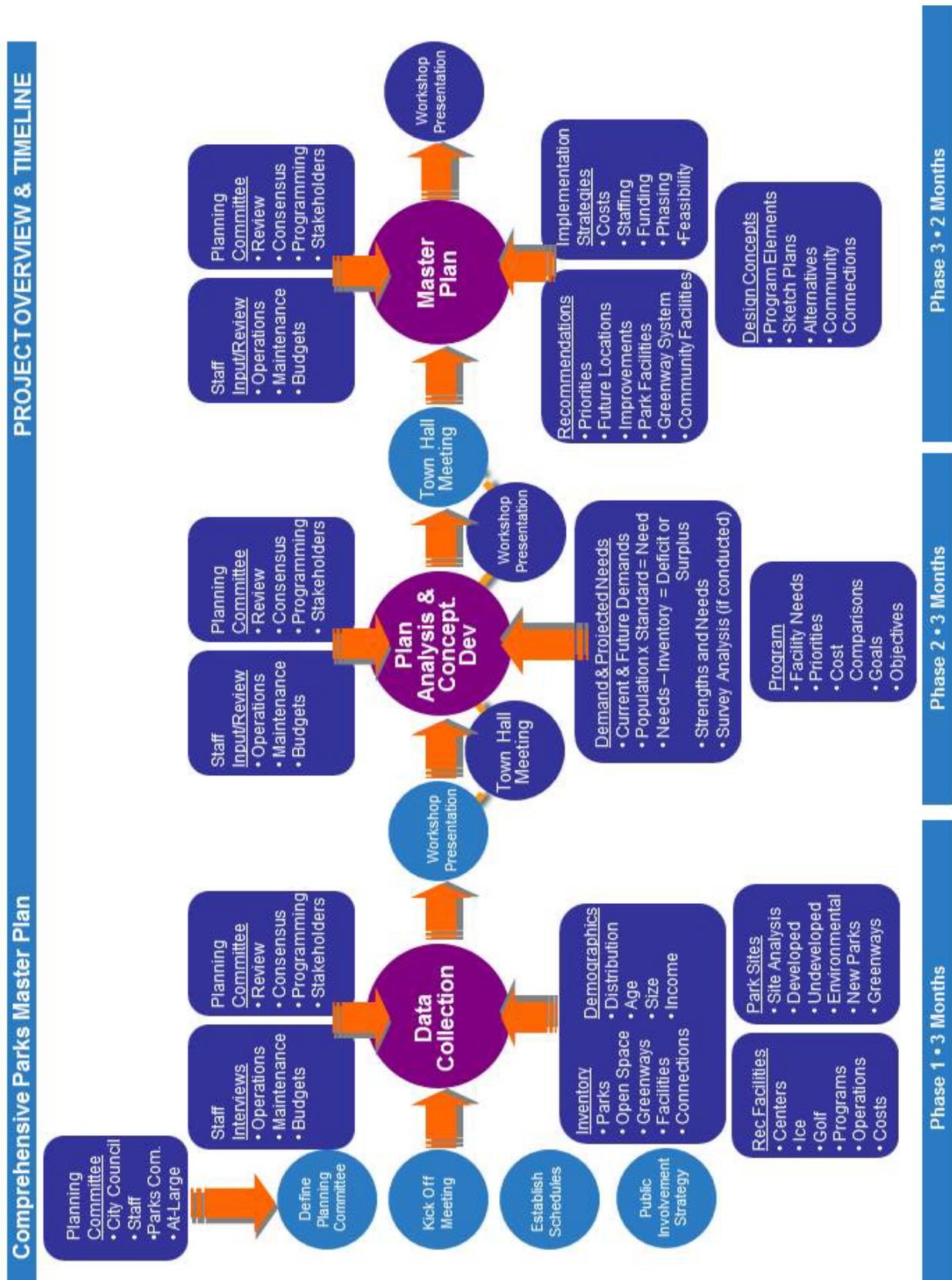
Date

ATTACHMENT A: Project Overview & Timeline

Planning Services Agreement

for Creve Coeur Parks and Recreation Master Plan

ATTACHMENT A - PROJECT OVERVIEW & TIMELINE



City of Creve Coeur

M I S S O U R I

Comprehensive

Parks Master Plan

Statement of Qualifications
for Professional Services

Submitted by

PLANNING DESIGN STUDIO

July 20, 2018



This submittal is organized into the following sections:

- Section 1 - Cover Letter
 - Section 2 - Firm Overview
 - Section 3 - Project Experience
 - Section 4 - Project Team Resumes
 - Section 5 - Scope of Services & Project Approach
 - Section 6 - Reporting Procedures
 - Section 7 - Timeline
 - Section 8 - Value of Selecting the PDS Team
-

As members of MPRA and corporate sponsor of the Annual MPRA Conference, we are committed supporters of the recreation industry in Missouri; and we have a long working relationship with numerous Park and Recreation Departments throughout the region.



PLANNING DESIGN STUDIO

Planning Urban Design Landscape Architecture

July 20, 2018

Mr. Jason Valvero, Director of Recreation
11400 Olde Cabin Road
Creve Coeur, MO 63141

RE: Section 1 - Cover Letter
Statement of Qualifications
Professional Services for the Preparation of
Comprehensive Parks Master Plan

Dear Mr. Valvero:

Planning Design Studio is pleased to submit our qualifications to provide professional services for the preparation of a Comprehensive Parks Master Plan for the City of Creve Coeur. Planning Design Studio will provide the leadership, project management and recreation planning for the project from our office in downtown St. Louis. We have completed, and are currently completing similar planning and design services for clients throughout the region. **We** specializes in park planning & design, urban design and landscape architectural services to public and private clients. We adhere to the primary principle that successful planning and design projects require a well-organized process that includes sound technical expertise, creativity and client/user input. In addition to recreation planning, PDS will lead, conduct and analyze **public input** for all stakeholder events related to the successful completion of this project.

As you will see in Section 3, PDS has successfully completed numerous Comprehensive Park Plans throughout the region. We have prepared plans from O'Fallon to Clayton to Kirkwood and Dardenne Prairie; and we recently finished the Comprehensive Parks Master Plan for St. Louis County Department of Parks and Recreation. Some of the projects we have presented in Section 3, exceed the 5 year time frame, but we assure you we have included these projects because they demonstrate our experience and they are PDS projects. We know how to approach recreation planning because we have a lot of experience with completing successful recreation plans. We believe we are ideally suited to exceed your expectations for completing a successful project.

Our submittal is organized according to the outline provided in your RFQ and shown on the Table of Contents.

As members of MPRA and corporate sponsor of the annual Conference we are committed supporters of the recreation industry in Missouri; and we have a long working relationship with numerous Parks and Recreation Departments throughout the region. We invite you to contact our references to learn more about our past performance and their experience in working with us. I will be your key contact for this project, please call me at (314) 241-3600 (x15) or email me at scottemmelkamp@planningdesignstudio.com, if you have any questions or desire any additional information.

Sincerely,
PLANNING DESIGN STUDIO

Scott V. Emmelkamp, Principal

2. FIRM OVERVIEW

Planning Design Studio (PDS) is an employee owned firm offering planning, urban design and landscape architectural professional services to public and private clients from our office in Saint Louis. We adhere to the primary principle that successful planning and design projects require a well organized process that includes sound technical expertise, creativity and client/user input.

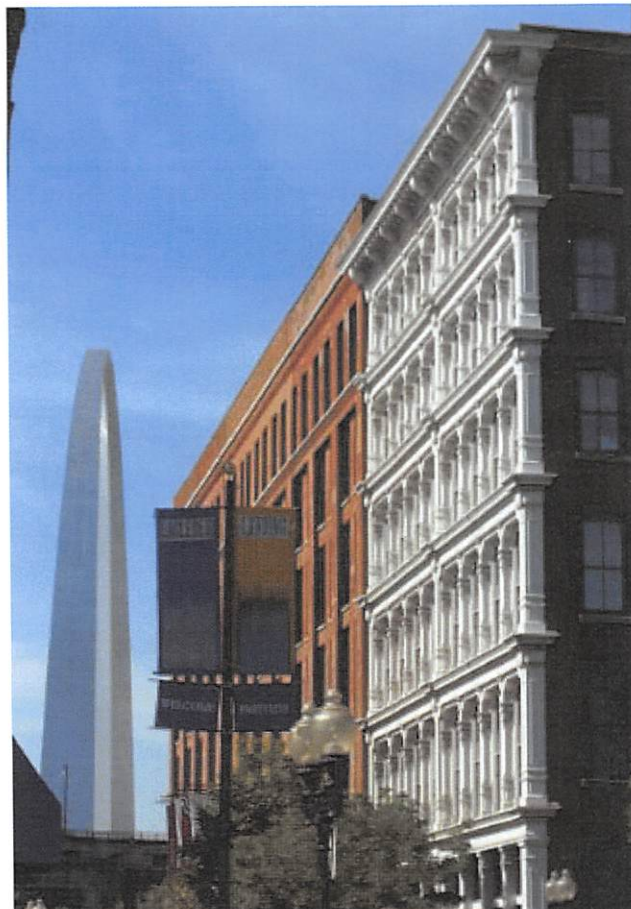
The character and location of our office provides a unique environment that fosters creative yet practical design solutions while reinforcing our commitment to sustainability and the application of green principles.

Planning Design Studio offers the following planning, urban design and landscape architectural professional services:

- Planning and Design Team Leadership
- Multidisciplinary Team Leadership
- Project Management
- Recreation Planning
- Master Planning
- Site Design
- Landscape Architectural Design
- Cost Estimating & Implementation Planning
- Contract & Construction Documentation
- Specification Writing
- Construction Period Services
- CADD & GIS Services
- Graphic Design

The focus of our professional practice is to provide practical, creative and economical solutions to our clients' most challenging projects. We strongly believe in the planning-design process that requires careful listening, defining goals, communication, understanding context, attention to details, follow through and most importantly creative solutions.

The experience of our staff is comprehensive, award winning and the results of our efforts have pleased our clients for over three decades. The PDS offices are located in the historic Raeder Place Building in Laclede's Landing, overlooking the Mississippi River in downtown St. Louis.



Planning Design Studio was established in the State of Missouri as a LLC in January 2006. Currently the two managing principals of the firm are Daniel K. Bockert and Noel T. Fehr. PDS maintains all required business insurances including General Commercial Liability, Auto Liability, Workers Compensation, and Professional Liability Insurance.

The PDS Staff is composed of:

- 7 Registered Landscape Architects
- 2 LA Staff / Urban Designers

For This Assignment, PDS has identified **Scott Emmelkamp** as our Project Manager, directing and involved in all aspects of the project.

Phone number: (314) 241-3600 ex15

Fax number: (314) 241-3601

Email: scottemmelkamp@planningdesignstudio.com

3. PROJECT EXPERIENCE

Introduction

The parks and recreation projects, studies and community surveys presented on the following pages illustrate the park and recreation master planning capabilities offered by PDS, capabilities that are directly applicable to the elements identified in your project scope.

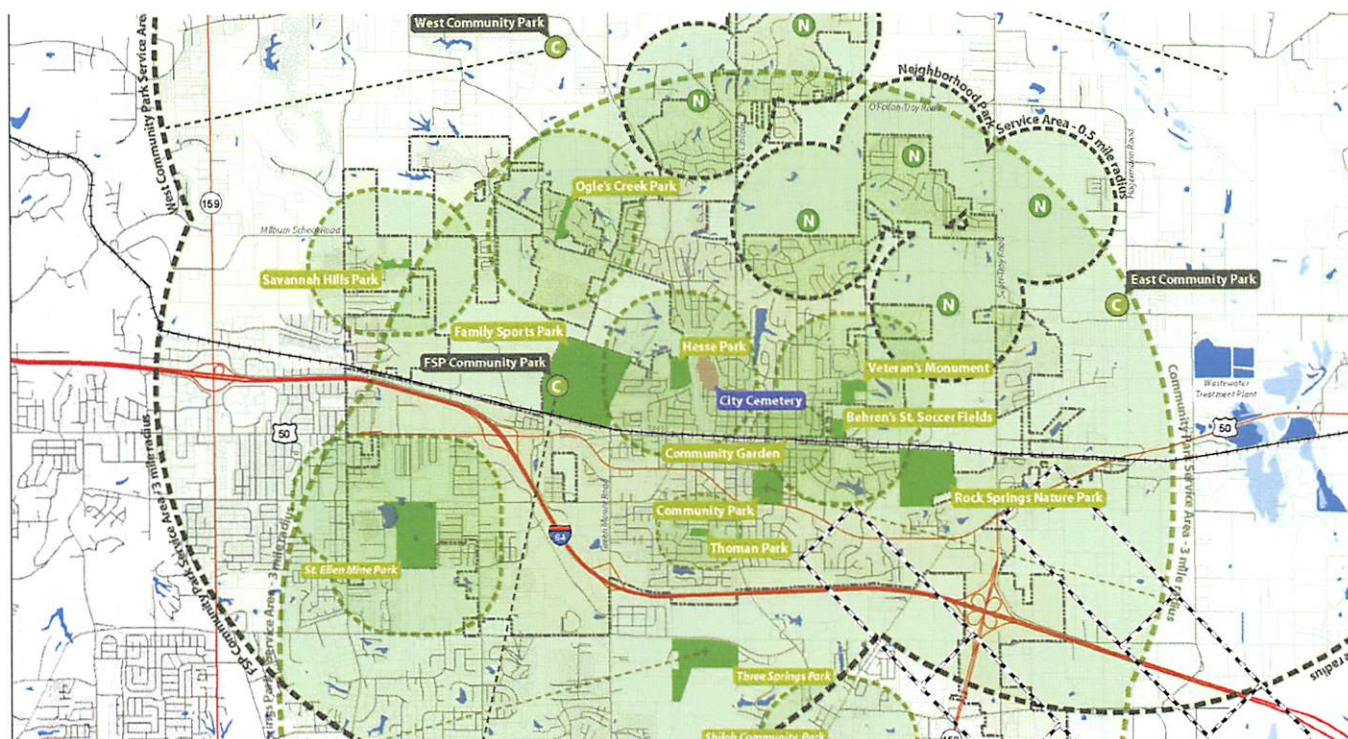
PDS Experience

The following projects summarize our experience, which has provided the members of the team with the opportunity to encounter and address many types of issues and turn them into opportunities. We believe this section illustrates not only that we have completed this work, but that we have completed it successfully for each community. It's our belief that to be successful we not only need to exceed your expectations in completing the project, but to also positively impact the quality of life in your community.

Comprehensive Park Master Planning

The following Comprehensive Park and Recreation Master Plans have been completed by PDS Staff. Our staff experience has evolved and matured to a sophisticated and polished approach to provide communities a planning resource that is targeted, result oriented, providing direction to Park departments of all size and structure. We are currently working with or have completed projects for the following communities. A more detailed description of each is provided on the following pages.

1.	Dardenne Prairie	2018
2.	St Louis County Parks	2017
3.	City of Ellisville, MO	2017
4.	City of Brentwood, MO	2014
5.	City of O'Fallon, IL	2013
6.	City of O'Fallon, MO	2009
7.	City of Clayton, MO	2006
8.	City of Kirkwood, MO	2005

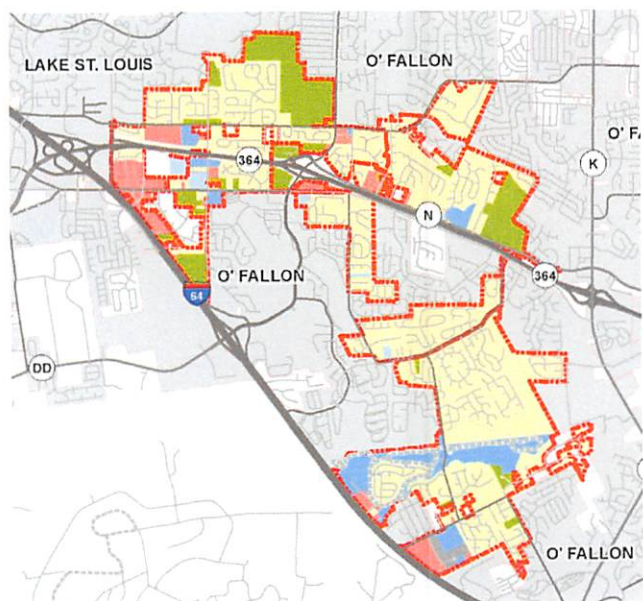


3. PROJECT EXPERIENCE

Project #1 - The City of Dardenne Prairie Parks and Recreation Master Plan

Client: City of Dardenne Prairie
 Contact: **Mr. Mathew DeWinters**
 Parks & Recreation Coordinator
 Mathew@dardenneprairie.org
 Phone: (636) 755-5308

Planning Design Studio was selected by the City of Dardenne Prairie to prepare their first Parks and Recreation Master Plan. The project consists of a park inventory and assessment with the goal of developing a community based parks and recreation master plan that will identify current and future recreation needs. The master plan will address parkland needs, facility supply and demand, determination of community priorities, and development cost impacts. The City currently maintains 6 parks and over 180 acres of park land. The 2018 population projection is 13,055, a 200+% increase between 2000-2010. The City's median income almost double in that time period and 51.7% of households have children.

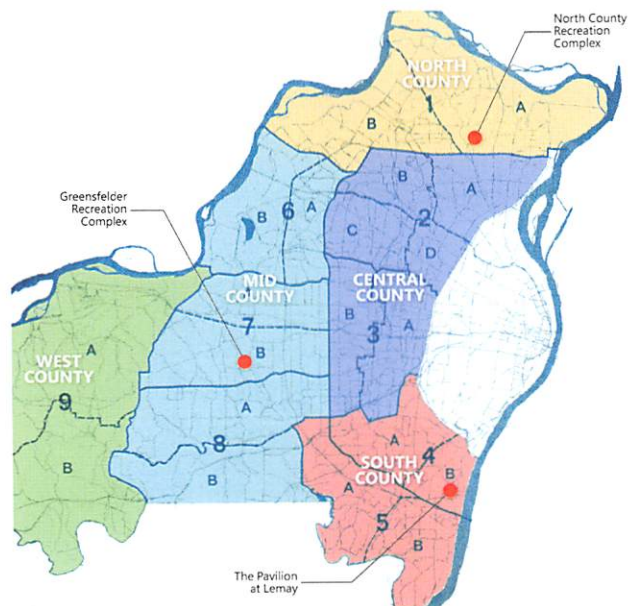


Project #2 - St Louis County Parks Master Plan

Client: St. Louis County Parks Department
 Contact: **Mr. Gerry Biedenstien**
 Special Projects Manager
 gbiedenstien@stlouisco.com
 Phone: (314) 615-7131

Over an 18 month-long planning process, Planning Design Studio headed a team of recreation professionals to complete a Parks and Recreation Master Plan for St. Louis County. The plan included inventory and assessment of over 70 park sites, encompassing over 12,500 acres of park land that currently serves approximately one million residents.

Our planning process included park assessments and analysis reports, site visits to each park, and a demographics and benchmarking study. We incorporated extensive public involvement with 13 public meetings, 30+ user group meetings, 10 working committee meetings and 836 respondents to a needs assessment survey. The result was an action plan for park improvements over the next 15 years, which identified over \$278 million in St. Louis County Park reinvestments.



PLANNING DESIGN STUDIO

Page 6

3. PROJECT EXPERIENCE

Project #3 - The City of Ellisville Comprehensive Parks Master Plan

Client: City of Ellisville
Contact: **Ms. Lisa Blumer**, CPRP
Director of Parks and Recreation
lblumer@ellisville.mo.us
Phone: (636) 227-7508

The City of Ellisville selected Planning Design Studio to prepare a comprehensive park and recreation master plan for the Ellisville community. The scope of the master plan included investigation of existing conditions in their twelve parks, gathering public input, determining needs and developing a program for improvements that will adequately meet the recreation needs of this community over the next 15 years.

Multiple public meetings, park board meetings, on-line surveys and stakeholder interviews were conducted to help guide the master planning process. Keypad Polling was utilized to obtain real time data during various input events.

For several of the existing parks conceptual site plans were developed to show potential improvements. Estimates of project value were developed for the proposed park improvements that also include recommendations on phasing.



Project #4 - The City of Brentwood Comprehensive Parks Master Plan

Client: The City of Brentwood
Contact: **Eric Gruenenfelder**,
Director Parks and Recreation
egrueenfelder@brentwoodmo.org
Phone: (314) 963-8681

Planning Design Studio was hired to assist the City of Brentwood, Missouri in preparing a new Parks System Master Plan to replace its 20 year old plan. In order to jump start the master planning process, an initial assessment of the system was completed. It identified broad gaps and needs in the community's park system and propose initial solutions that became to be the starting point for the system master plan.

Additional sources of information used to create the plan included working committee meetings, public forums, meetings with city officials and staff, citizen input, and various contributing reports. Conceptual master plans were developed for the six parks and two trails within the system. A previously completed ADA report was incorporated into the master plan with the goal of addressing all ADA deficiencies within seven years. Cost estimates were developed for the proposed park improvements.



3. PROJECT EXPERIENCE

Project #5 - The City of O'Fallon, IL Comprehensive Parks Master Plan

Client: City of O'Fallon, IL
Contact: **Ms. Mary Jeanne Hutchinson**
Director of Parks and Recreation
mhutchison@ofallon.org
Phone: (618) 624-0139

The City of O'Fallon is one of the fastest growing cities in southern Illinois with their population expected to reach 50,000 within the next ten years. PDS staff completed the City's first "community driven" Comprehensive Parks and Recreation Master Plan. The needs analysis provided a comprehensive look at the citywide parks and recreation delivery system by evaluating existing public parks and private recreation-oriented facilities. The projected needs for land, facilities and programs were calculated through a comparison of existing and future demand, minus existing inventories. The deficit or surplus of land, facilities or programs were documented and provided the basis for the plan's recommendations.

The plan included a list of improvements/additions to the municipal park system, recommendations for the future acquisition of common ground, and planning level cost estimates for each recommended improvement. One of the highest priority items that emerged from the Comprehensive Park Master Plan process was the need and desire throughout the community for O'Fallon to have a **Family Sports Complex**. The Sports Complex vision is more than just an athletic complex, it will be a community facility with something for everyone.

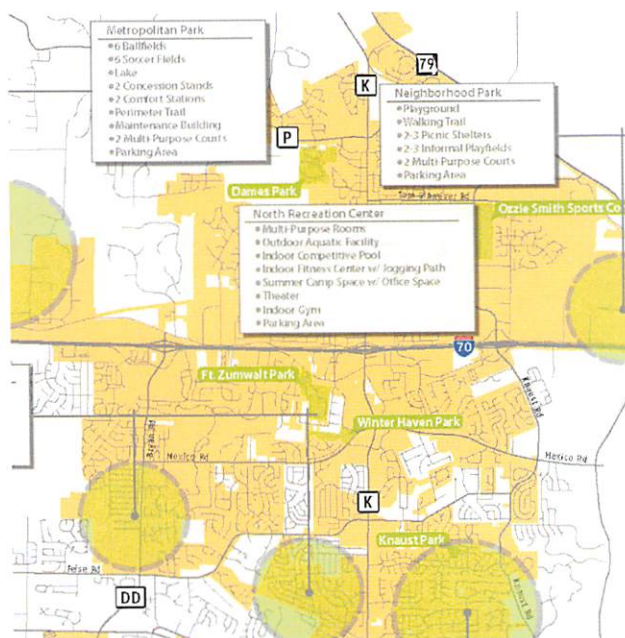


Project #6 - The City of O'Fallon, MO Comprehensive Parks Master Plan

Client: The City of O'Fallon, MO
Contact: **Ms. Cindy Springer**
Director Parks and Recreation
cspringer@ofallon.mo.us
Phone: (636) 379-5570

The City of O'Fallon Missouri hired Planning Design Studio to assist the City with the completion of its long range comprehensive park and recreation master plan. The scope of this master plan was to create a strategy which would adequately meet the recreation needs of this fast growing community over the next 15 years. Using public input from a community wide citizen survey, stakeholder interviews, and multiple public meetings as its basis, the final plan will address community wide needs as illustrated on an overall city wide plan showing proposed parks and trails. Conceptual plans were developed for improvements and additions to eight existing parks. A detailed program statement was also developed for a proposed new community center. Cost estimates were developed for the proposed park improvements including all new trail development within the parks.

A community wide trail plan was developed specifically oriented to provide park to park connections utilizing the City's natural drainage patterns for off road corridors.



3. PROJECT EXPERIENCE

Project #9 - The City of Creve Coeur, MO Master Plan and final design/construction documents for Millennium Park.

Client: City of Creve Coeur, MO

Planning Design Studio staff prepared a Master Plan and final design/construction documents for Millennium Park. The 25-acre site was acquired from BJC with the understanding that part of the site would also accommodate required stormwater detention from the hospital complex. A significant portion of the site contains mature vegetation, and Fern Ridge Creek runs through the property. The master planning process included significant community input.

Recreation facilities that were designed include a community playground, softball and soccer fields, picnic shelter, comfort station, perimeter trail, parking and landscape plantings. Services also included the site and landscape design for Tappmeyer Historic House that was relocated to this park.

The completed park not only accommodates the site's stormwater requirements but also retained over half of the existing vegetation on site.. The detention pond was one of the first MSD approved facilities that included riparian and raingarden type plantings within the pond.

This project was completed by PDS staff while employed by Parsons Corporation.



Project #10 - The City of Kirkwood, MO Fillmore Park Master Plan and Final Design

Client: The City of Kirkwood, MO
Contact: **Mr. Murray Pounds**, Director
Parks and Recreation
poundsm@kirkwoodmo.org
Phone: (314) 822-5857

During the design process, Planning Design Studio conducted public input sessions and team meetings that revealed a desire to update this park's aging facilities and appearance, improve security and accessibility, and provide additional amenities. PDS's design transforms the site with a new playground, pavilion and picnic area, ornamental fencing, and decorative stone columns and retaining walls. Design motifs for the park were carefully selected to mimic the character and aesthetic of downtown Kirkwood's iconic train station and other city parks.

Upgraded crosswalks and new curb bump-outs increase pedestrian safety. Ornamental trees, shrubs and perennials, watered through an irrigation system, give the site an easily maintainable natural beauty. The park's amenities also include new looped walking trails, benches, drinking fountains and attractive park signs.



4. PROJECT TEAM RESUMES

Scott Emmelkamp PLA, ASLA - Project Manager

Experience: 29 Years

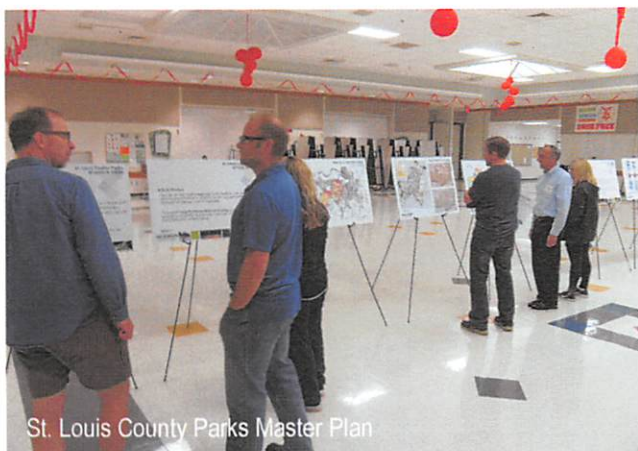
Education: Bachelor of Landscape Architecture,
University of Arkansas

Registrations: Professional Landscape Architect (PLA)
Missouri, Illinois and Arkansas

Affiliations: American Society of Landscape Architects
(ASLA), Corporate Member (MPRA)
Southern Illinois Parks and Recreation
Association (SIPRA), LEED AP
Vice President, Opens Space Council

Mr. Emmelkamp has provided site planning and landscape design expertise for numerous parks and recreation master plans as well as entertainment and corporate/commercial projects in his career. His experience includes diverse roles, from project management, field investigations and site analysis to project design, and construction supervision. Project experience includes site and land use planning; recreation master planning and design; thematic design; and planting design.

- St. Louis County Parks and Recreation Master Plan, St. Louis County Parks - St. Louis County, MO. Project manager for the development of a comprehensive parks and recreation master plan for St. Louis County parks. The project involves the assessment, needs determination and recommendations for each of the County's over 70 parks and more than 12,500 acres of park land. The year long planning process includes significant public engagement and outreach through multiple open houses during each project phase, user group meetings and staff interviews.



St. Louis County Parks Master Plan



- City of Dardenne Prairie Parks Master Plan - Project Manager for the preparation of a city wide parks master plan that includes data collection, site assessments, public meetings and park needs analysis. The projects includes public input, determining priorities and budget estimates of future improvements.
- St. Louis Citywide Parks Plan - St. Louis, MO. Assisted with the completion of the St. Louis Citywide Parks Plan. The purpose of the project was to identify the future location, size and function of City Parks Department assets, to determine the capital requirements for the future, and to integrate private open space and the regional system of parks and trails.
- Comprehensive Parks Master Plan-Ellisville, MO - Project Manager for the preparation of a community wide parks master plan for Ellisville, MO. Inventory and analysis of 11 municipal park sites throughout the community. Public input, cost estimates and operations recommendations for phased implementation.
- Jefferson Barracks Master Plan, St. Louis County Economic Council—St. Louis, MO. Project Manager. Prepared a three-part planning study for the historic Jefferson Barracks complex along the banks of the Mississippi River. The project won awards from both the St. Louis Chapter of the American Society of Landscape Architects and from the St. Louis Metropolitan Section of the Missouri Chapter of the American Planning Association.

4. PROJECT TEAM RESUMES

Andrew Franke PLA, ASLA - Principal in Charge

Education: Bachelor of Landscape Architecture,
Kansas State University

Registrations: Registered Landscape Architect
Kansas, Illinois and Missouri

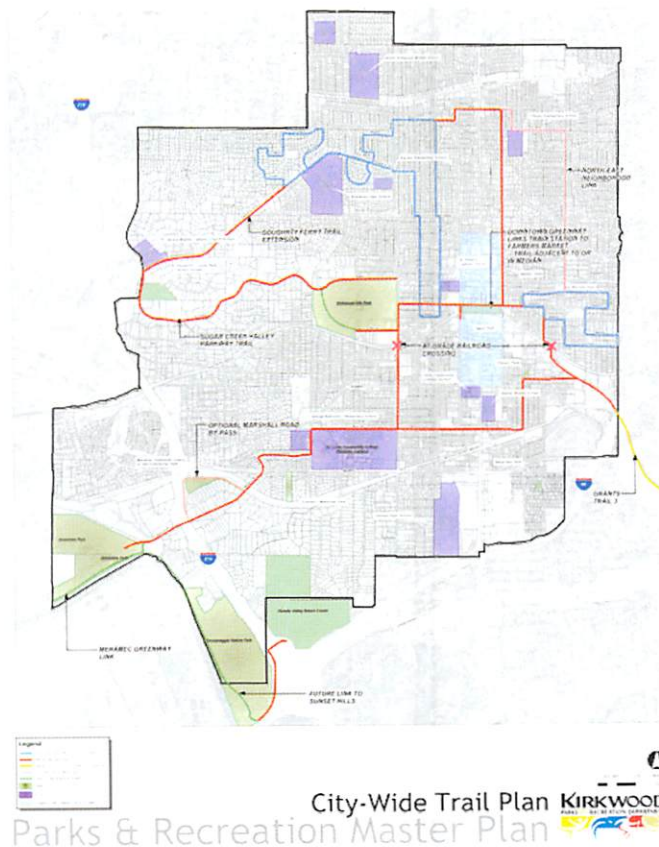
Affiliations: American Society of Landscape Architects
(ASLA)

Certified Arborist, International Society of Arboriculture

Mr. Franke's responsibilities include various aspects of landscape architecture ranging from site inventory and analysis, planning, design development, environmental permitting, recreation master planning, and construction documentation focused on park and recreation development projects of varying sizes and scales. He also has substantial experience in arboriculture and tree preservation during site development and construction. Mr. Franke gains immense satisfaction from seeing people using and enjoying the projects he has been involved in.



- Project landscape architect responsible for data collection, analysis, master planning and estimating for the St. Louis County Parks Master Plan. Project included a comprehensive inventory and analysis of 74 park properties used by a population of over 1 million people.
- Project manager responsible for the Brentwood Park System Master Plan. The plan identified broad gaps and needs in the community and proposed solutions including conceptual plans for six parks and two trails within the system. A previously completed ADA (Americans with Disabilities Act) assessment was incorporated into the plan.
- Project landscape architect responsible for the completion of a 20-year master plan for Kirkwood, Missouri's 400 acre park system. Based on community recreation surveys, the plan identified recreation needs and included recommendations for each of its 11 existing parks, including 3 proposed new parks.
- Project manager and primary recreation planner for Clayton, Missouri Comprehensive Park & Recreation Master Plan. This 10 year master plan included an intensive public participation process which became the basis for the future framework for parks and recreation development well into the future.
- Responsible for the preparation of a park land and open space needs assessment for the City of Clayton, Missouri. As part of this master plan update, a detailed planning process was used to update the current park and recreation master plan. The final product included a written summary of park land needs and recommendations, which were coordinated with other recently completed planning studies.



4. PROJECT TEAM RESUMES

Andrew Franke *(continued)*

- Project manager and primary planner for the O'Fallon, Missouri Comprehensive Park & Recreation Master Plan. Project focused on the development of a 10-year, system, wide improvement plan, including master plans for eight existing parks.
- Project manager responsible for the preparation of a community-wide park and recreation master plan for Sunset Hills, a community of 8,200 people. Project included data collection, site analysis, and public workshop sessions which led to recommendations for future park and open space development. As part of this project, a master plan for a new 25-acre park known as Minnie Ha Ha Park was prepared. This park included a variety of waterfront amenities along portions of the site which fronted on the Meramec River.

Scot Talbert PLA - Project Landscape Architect and Park Planner

Experience: Six Years

Education: Master's of Landscape Architecture,
Kansas State University
B.S. in Landscape Management,
Brigham Young University
Minor in Management,
Brigham Young University

Mr. Talbert contributes experience in urban planning, community development, residential and urban design, graphic representation, and construction detailing. He has

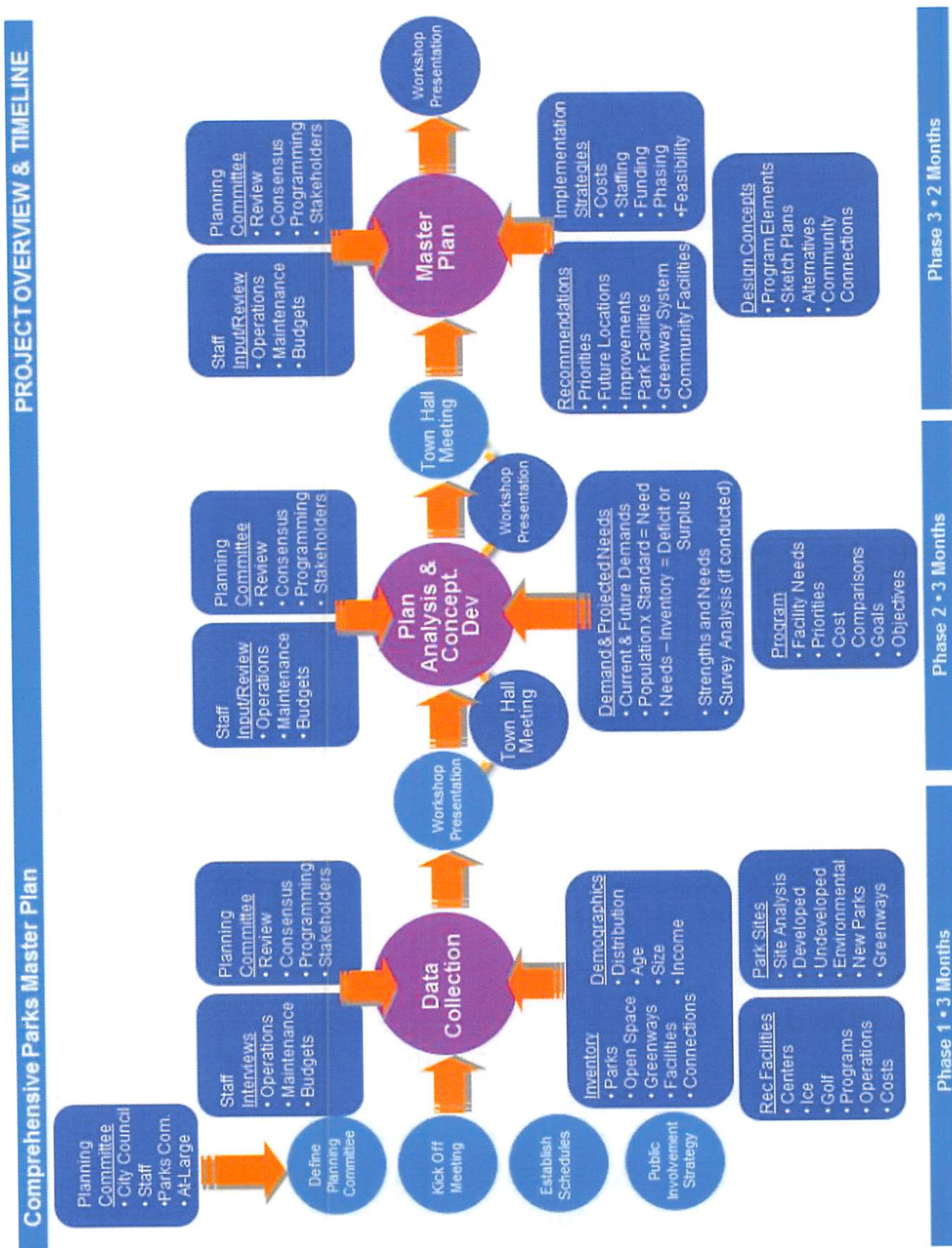


a wide range of project experience - from local, detailed site design to international community development and commercial projects. Examples of his experience include:

- Fillmore Park, Kirkwood, MO - Park Designer and Landscape Architect for the renovation of an aging neighborhood park. Participated in client meetings and public input sessions. Design features directed by Mr. Talbert include accessible walkways, new playground, shelter and extensive landscape plantings.
- Millar Park, University City, MO - Worked jointly with city staff, park board members, and local community members to provide an updated master plan for the park's aging facilities while preserving the mature trees that gave the park its identity. Coordinated with project leader to produce several design alternatives and presented these options at public and park board meetings.
- Heartland Park, Wentzville, MO - The park features four multi-use sports fields, walking trails, boardwalks, playgrounds, and picnic areas. Worked with team members to develop preliminary design drawings through final construction documents. Specifically, developed digital models and renderings for presentation to the client, drafted site plans and construction details, finalized grading plans, and helped prepare cost estimates. Also, devised a series of interpretive signs to explain the benefits of natural stormwater treatment schemes used at the park.



5. SCOPE OF SERVICES & PROJECT APPROACH



5. SCOPE OF SERVICES & PROJECT APPROACH

Objective

The objective of the professional services to be provided by Planning Design Studio (PDS) to The City of Creve Coeur (City) will be the preparation of a Parks and Recreation Master Plan.

Scope of Services

In order to achieve the above stated objective for basic services, Planning Design Studio will provide:

Phase 1 Data Collection

A. Kick-Off Meeting

PDS will conduct a kick-off meeting with City representatives. This meeting will achieve three primary tasks: (1) Establishment of a "planning committee" to work with PDS throughout the planning process; (2) Refine the time frame for each of the project phases and set dates for specific events; and (3) Develop a public involvement strategy.

B. Inventory

During the inventory phase, PDS will develop an understanding of the existing resources adjacent to and within the City. Data will be gathered from City collected inventories and available records. The analysis of the amount and type of recreation resources will be based on field observations and staff interviews. PDS will analyze the current infrastructure of the parks, facilities and equipment. Special interest groups will be identified and invited to participate in an interview process.

C. Demographic Profile

The existing census data for the City will be used in the formulation of the target population, other data with projected populations for the City will also be considered. Existing studies, staff interviews and public perception input will be used to further define the park and recreation customer.

D. Workshop & Town Hall Meeting

During the Data Collection Phase, the Planning Committee is scheduled to conduct a workshop with the Mayor and City Council, Parks Committee and other representatives. During this workshop, the participants will review



data collected and have an opportunity to input data into the planning process via a "blue sky" strategic planning activity.

This workshop approach will be repeated in a public Town Hall meeting format to increase the sphere of input into the process.

Staff interviews will be conducted throughout the Data Collection Phase to obtain information on park issues.

E. Deliverables

The findings of Phase I, Data Collection, will be documented in a narrative and graphic format and submitted to the City for their review.

Phase 2 Plan Analysis & Concept Development

A. Park Site Evaluation

As a continuation of the data collection inventory, undeveloped land within the City will be inventoried by the City and presented for evaluation by PDS for its strategic location and development potential as relates to recreation facilities and/or open space/preservation. Developed and undeveloped lands, open space and greenways will be evaluated by the City and PDS to determine the generalized environmental effect of development. Private/public facilities within the City's jurisdiction, will be inventoried and analyzed to determine (high to low) their impact on the recreation delivery system provided by the City.

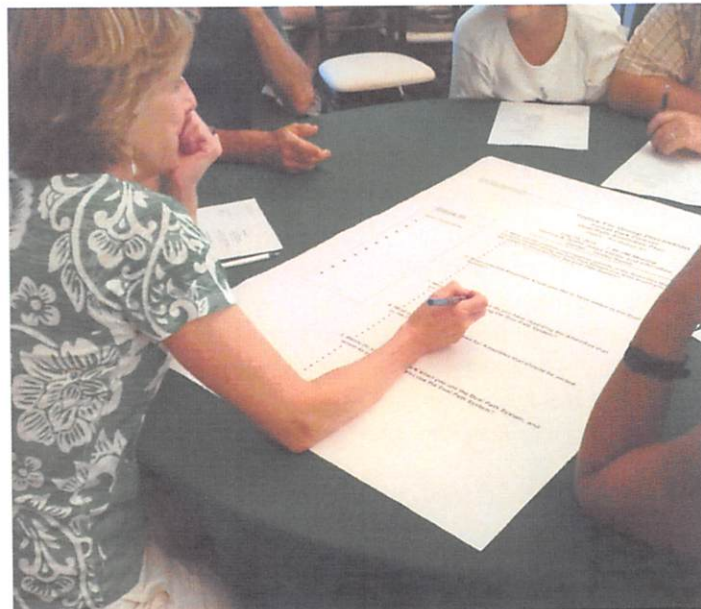
5. SCOPE OF SERVICES & PROJECT APPROACH

B. Demand

The demand for park land and park facilities will be based on planning committee/public input, staff interviews, planning committee sessions and recreation standards tailored to the City. The recreation standards applied to population levels will determine the quantity of land and facilities required for the City now and for the next 10 years. Factors such as future growth, public input, Planning Committee input, and staff interviews will be analyzed to arrive at projected demand. Open space preservation, conservation easements and landscape or green space easements will be explored as part of the overall park system demand.

C. Projected Needs

The projected needs for park land and facilities will be calculated through a comparison of existing and future demand minus existing inventories. The deficit or surplus of park land or facilities will be documented and will provide the basis of the plan's recommendations. PDS will identify future best uses for park areas; and identify deficiencies and how they can be corrected, changed or improved.



D. Workshop & Town Hall Meeting

The Planning Committee will conduct a second Workshop with the Mayor and City Council, Parks Committee, City staff and other representatives at the end of the Analysis Phase. The Workshop will focus on the synthesis between site analysis and needs determination, formulating a written statement containing recommendations for additions, improvements, and open space. This workshop approach will be repeated in a public Town Hall meeting format to increase the sphere of input into the process.

E. Deliverables

At the conclusion of Phase 2, a written program statement will be formulated identifying land requirements, facility needs, and recommendations for action. The program statement will be prepared in a narrative and graphic format and be submitted to the City for review.



5. SCOPE OF SERVICES & PROJECT APPROACH

Phase 3 Master Plan

A. Recommendations

The program statement from Phase 2 will be the beginning point of the master plan concept. The program statement will contain park land and park facility needs, as well as the identification of opportunities for future growth. Open space and park land will be assigned based on very generalized City land recommendations, neighborhood requirements, district (several neighborhoods) needs, community-wide needs, and regional needs. An even and equitable distribution of park land will be one of the objectives of this phase. Facilities will be assigned to proposed park land based on need and site carrying capacity. Identification of specific land parcels for recreation uses is not included in this scope of services.

B. Design Concept

A design concept will be developed for the entire community. This system-wide design concept will illustrate land and facility distribution. A matrix will be provided to identify the locations of both existing and proposed recreation facilities on existing and proposed sites. Five (5) individual park sites will be illustrated via bubble diagram sketch plans to indicate facility interrelationships. An overview analysis for a community recreation facility, ice skating and golf course facilities will be considered for the concept plan.

C. Master Plan

The Master Plan will consist of all the elements listed in Phase 3. The plan will summarize the needs identified in the preliminary master plan and recommend actions to meet the needs identified.

The master plan will provide recommendations for the short-term (2020), and long-term (2030) range. Major development recommendations, identified citizen mandates and development priorities will be included in the master plan.

D. Implementation Strategies

This task will include an analysis of the cost of the rec-



ommended actions suggested in the master plan. Funding strategies will be identified. Funding source information will be matched with specific projects to suggest the best and most appropriate funding sources. Strategies for maximizing revenues from funding sources will be recommended for use in the action plan. Opportunities will be explored regarding joint use or shared use of private or quasi-private open space for recreational or preservation purposes within or adjacent to the community.

E. Final Workshop Presentation

The Master Plan will be presented by the Planning Committee to the Mayor and City Council, Parks Committee, and City staff to obtain their input and comments. The final Workshop Presentation will be a public forum to record citizens' comments.

5. SCOPE OF SERVICES & PROJECT APPROACH

F. Deliverables

Phase 3 will conclude with the submittal of final master plan. The submittal will include all sections of the final report, in a narrative and graphic format, including:

- The color rendered overall master plan reflecting the general overall park system layout, the location of proposed facilities and/or improvements.
- Final individual park sites (5) color rendered "bubble diagrams".
- Master Plan level construction cost estimates will be prepared for the proposed park system improvements
- Implementation priorities
- Funding Strategies
- Recommend Cost Recovery Strategies
- Final Master Plan document including project narrative, color copy reductions of all color renderings.

Ten (10) copies of each deliverable will be submitted. The final product will be printed in black and white with color copy inserts, where applicable. A digital copy of the master plan will also be provided.

Schedule Requirements

PDS will complete the PARK AND RECREATION MASTER PLAN for the City in approximately eight (8) months.

Fee Requirements

Based on the above Scope of Services, the PDS lump sum fee for completion of the project is within your stated budget.



6. REPORTING PROCEDURES

Our **Project Approach** identifies the following interactions and support required for PDS to complete the project as described above:

- Staff meetings
- Planning Committee meetings
- Workshop Presentations
- Stakeholder presentations
- City reviews
- Workshops
- Town Hall meetings

Our project approach provides multiple opportunities for City oversight of our planning activities and products.

In addition we would be happy to submit to the City a written status report with each monthly billing that summarizes our activities during the previous month.

7. TIMELINE

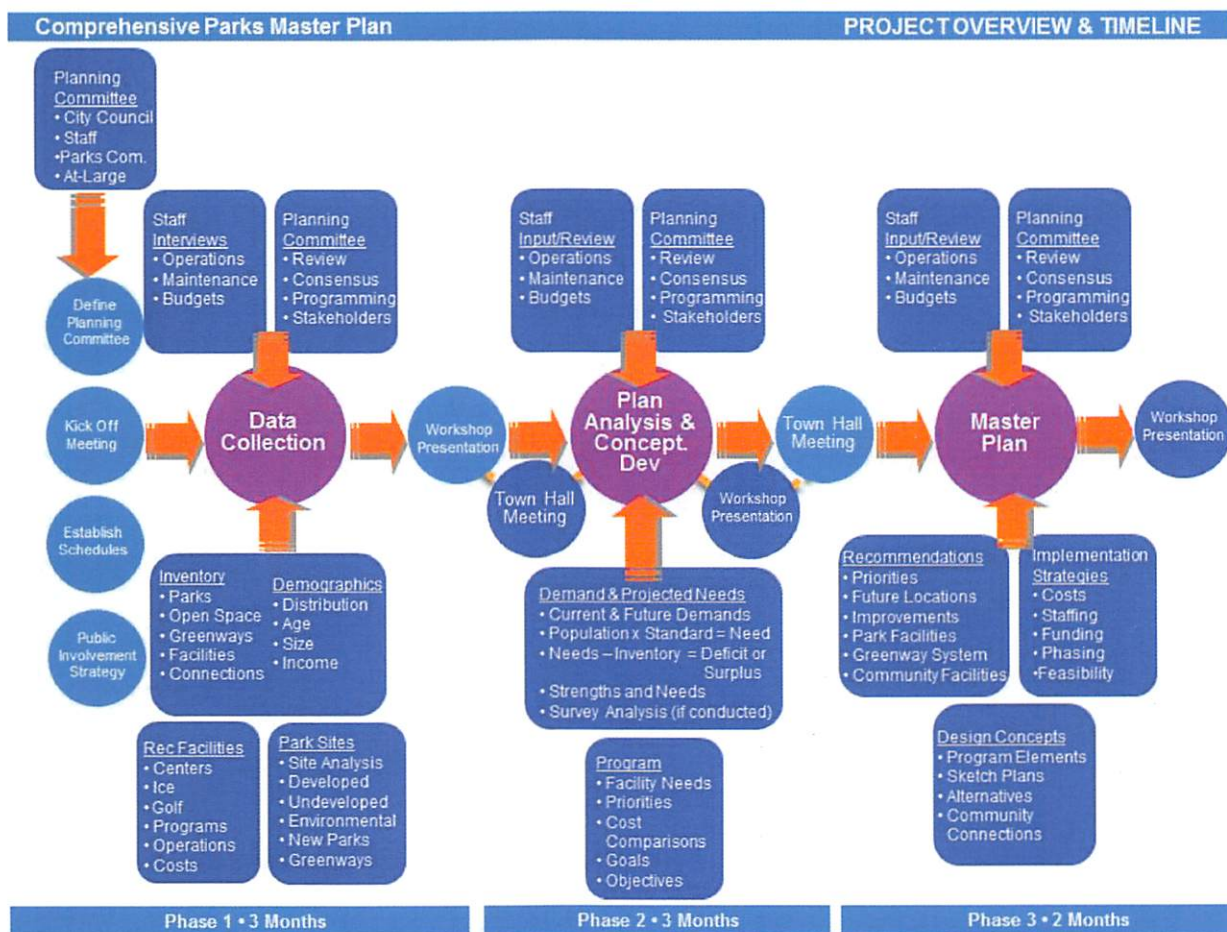
Our **Scope of Services** identifies 3 phases of the project:

- Phase 1 Data collection
- Phase 2 Plan Analysis & Concept Development
- Phase 3 Master Plan

Our **Project Approach** (diagram below) indicates the time requirements for the completion of each phase of the project:

- Phase 1 - 3 Months
- Phase 2 - 3 Months
- Phase 3 - 2 Months

Total time required 8 months. This is a very tight schedule and will require close coordination between PDS and the City of Creve Coeur. Review periods and event scheduling will be a critical effort by all parties.

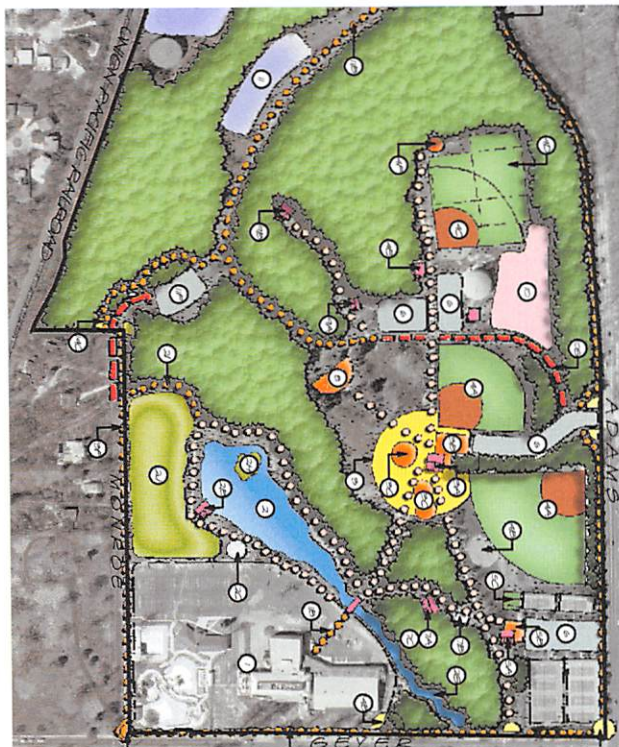


8. VALUE OF SELECTING THE PDS TEAM

Why Select PDS for this project?

Now that you have reviewed our Experience, Resumes, Project Approach and References, we would like to assist you in answering the question: "Why select Planning Design Studio for this project?" To answer that question, we offer the following summary points:

- As **members of MPRA** and corporate sponsor of the Annual MPRA Conference, we are committed supporters of the recreation industry in Missouri; and we have a long working relationship with numerous Park and Recreation Departments and professionals throughout the region.
- Our **experience** will allow our team to complete the assignment efficiently resulting in cost savings to the City.
- PDS has assembled a team of dedicated professionals committed to providing **quality** services.
- We have proven our ability and willingness to quickly **negotiate** contracts with fair and reasonable costs.
- Our project **approach** is based on our experience, tested over time and refined to efficiently meet the needs of the community.
- Our team provides planning, design, project management and **leadership**, we will deliver the project on schedule and on budget.
- We will be proactive in **communications** throughout the decision making and planning process.
- We work **collaboratively** with other planning professionals. Our mission is to serve the City, and its consultants, and we welcome an exchange of ideas with other consultants working for the City.
- We **follow** directions and deliver quality results.
- The results of our planning efforts have resulted in numerous **awards** for our municipal clients.
- Our Project Team is immediately **available** to begin and successfully implement our project approach.





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

Meeting: 08/27/18 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1376 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the City Administrator to Execute the Necessary Documents for Forwarding the Project Proposal Application and to Later Execute an Agreement for a Grant-In-Aid from the Municipal Park Grant Commission.

Staff recommends that the City pursue a Municipal Park Grant for improvements to the Creve Coeur Ice Arena that include roof beam repairs, HVAC equipment, office improvements, new boards, and a new sound system.

RESOLUTION NO. 1376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR FORWARDING THE PROJECT PROPOSAL APPLICATION AND TO LATER EXECUTE AN AGREEMENT FOR A GRANT-IN-AID FROM THE MUNICIPAL PARK GRANT COMMISSION.

WHEREAS, the City of Creve Coeur City Council deems it necessary to improve its parks to serve its citizens as well as those in the metropolitan area.

WHEREAS, recent structural and mechanical system failures at the Creve Coeur Ice Arena have highlighted the need for improvements to these systems in order to preserve the viability of the ice rink as a public amenity;

WHEREAS, the City Council recognizes this Municipal Park Grant as an excellent opportunity to improve City parks for the benefit of the community.

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

1. An application shall be made to the Municipal Park Grant Commission of St. Louis County for a grant-in-aid for a portion of costs required to make improvements to the roof beams, dasher boards, sound system, administrative office improvements, and HVAC system at the Creve Coeur Ice Arena.
2. That the project proposal described herein be prepared and submitted to the Municipal Parks Grant Commission.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application and later executing an agreement for a grant-in-aid under the Municipal Park Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Municipal Park Grant Commission regarding the grant.

Adopted this 27th day of August, 2018.

Barry Glantz, Mayor

ATTEST:

Resolution

Meeting of August 27, 2018

Deborah Ryan, City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: August 23, 2018

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Jason Valvero, Director of Recreation
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Ice Arena Improvements
FY2019 Municipal Park Grant

Staff recommends pursuit of a Municipal Park Grant for various improvements to the Creve Coeur Ice Arena at the Dielmann Recreation Complex and requests that the City Council pass a resolution to commit to the project and the grant, as is required for the grant application.

Municipal Park Grant

The Municipal Park Grant originated in 2000 and is funded through sales taxes in St. Louis County. This grant program reimburses cities in St. Louis County for improvements to public facilities and parks.

To date, the City of Creve Coeur has been awarded eight grants, with a total grant award of just over \$1.8 million. Among the improvements that these funds have made possible are new playgrounds, refurbished tennis courts, renovations to the Dielmann Recreation Complex, and new golf cart paths for the Creve Coeur Golf Course.

The City is eligible for \$475,000 in grant funding in FY2019. The City's grant match needs to be at least 6% to earn points in the application, which would be approximately \$30,000 if the full grant amount is sought. This would translate into a total project budget of \$505,320.

The Municipal Park Grant program is competitive, and points are awarded to project applications based upon the merits of the project and the per-capita funding from past Municipal Park Grant awards. In order to receive a grant, the City needs to propose a worthy project and needs to seek funding on intervals that limit the grant requests. The City should not expect to receive a grant on an annual basis or for projects that do not demonstrate a significant need or improvement.

Project Proposal

The Dielmann Recreation Complex saw several significant facility failures in 2018, including major components of its HVAC system, one of the roof beams in the ice arena, and a window wall in the administrative office. The City made emergency repairs to address most of these failures, but more comprehensive improvements are required to help ensure that additional emergencies do not occur with the remainder of these portions of the facility.

The proposed project also includes two improvements to the ice arena that would replace aging equipment to provide updates that would improve the functionality and appearance of the ice arena.

Each portion of the proposed project is described briefly below:

Ice Arena Roof Beam Fortifications

Estimated Cost: \$ 275,400

The roof of the ice arena is supported by eight wooden beams, and one of these beams required emergency support and repair following its failure in May 2018. The proposed project would involve adding steel reinforcement to the remaining wooden beams, similar to what was done to stabilize the failed beam in May. This reinforcement is expected to significantly extend the lifespan of the beams.

New Ice Arena Dasher Boards

Estimated Cost: \$ 47,500

Several of the boards that form the wall around the ice arena are damaged and need replacement, but replacement of a board requires taking out the ice itself. In order to maximize the use of the downtime to replace several boards and make sure that all of the boards match, the proposed project involves replacement of all of the boards. Once complete, these new boards will complement the planned re-painting of the ice arena floor to make the rink look practically new again.

HVAC Improvements

Estimated Cost: \$ 49,000

Several major components of the Dielmann Recreation Complex HVAC system failed in 2017 and were replaced through an emergency project in FY2018. Several other components of the HVAC system are in poor condition and are recommended to be replaced. These include:

- **Boiler.** The recently completed project installed a new boiler for the building, but not the secondary/backup boiler. This backup system is essentially obsolete. Ideally, the system would be redundant to ensure reliability. The proposed project includes replacement of the old boiler for approximately \$25,000.
- **Water Heaters.** Three water heaters currently serve the ice arena: all three are the same age, one is currently inoperable, and a second is rusting through. The proposed project involves replacing all three of these water heaters with more efficient units or possibly an on-demand hot water system. The cost of this portion of the HVAC improvements is estimated to be \$24,000.

Dielmann Recreation Complex Office Remodel

Estimated Cost: \$ 30,000

The administrative offices at the Dielmann Recreation Complex have a wall that generally consists of one large window. Unfortunately, this window has a wooden frame that extends to the ground and has begun to rot and fail. Replacement of this window and several other improvements, like new ceiling tiles, paint, and carpet.

These improvements were originally included in the budget for FY2018, but these were postponed to help pay for the emergency beam and HVAC repairs.

New Ice Arena Sound System

Estimated Cost: \$ 21,100

The existing sound system at the ice arena is old and obsolete. The proposed system will be clearer, virtually eliminate the echoes with the current system, and will give more capability for connecting to MP3 players and similar devices.

In summary, the estimated costs for the project will be about \$423,000. These costs are based upon quotes from contractors.

Other Improvements Considered. Staff considered two improvements to the ice arena but did not include these in the recommendation:

1. Ceiling staining. Staff considered whether the wooden ceiling of the ice arena should be re-stained as part of this repair. Doing so would hide the areas that have been modified through the repairs from May and the repairs from several years ago. The quoted price for this work was \$40,000, which staff has not recommended to be included as part of this project. The grant would cover only 50% of the cost of aesthetic improvements such as this, nearly doubling the estimated City share for the project.
2. New Ice Arena Flooring. The flooring that surrounds the ice arena is wearing out and should be replaced, but two factors removed this work from consideration. First, the cost of the project was quoted to be nearly \$200,000. Second, the work would require three to four weeks of down time for the ice, which would result in a significant loss of revenue. Staff is considering adding this work to the planned refrigerant project, a project that would also require that the ice is down for an extended period.

Grant and Project Schedule

Grant applications are due by the end of August for work to be completed during the 2019 calendar year. Notification of grant awards is expected in either November. Upon notification of award of the grant, staff would seek a budget adjustment for the project and would begin bidding and contracting the preliminary aspects of the project. Assuming notification of the grant in November 2018, staff estimates the following schedule for the project:

Notification of AwardNovember 2018
 Budget AdjustmentDecember 2018
 Roof Beam Design.....January 2019
 HVAC ImprovementsJanuary-March 2019
 Roof Beam Construction.....March-April 2019
 Office RemodelApril-June 2019
 Sound SystemJune-July 2019
 Ice Rink Dasher BoardsJune-July 2019
 Grant ReimbursementFall 2019

The time estimates above include design, bidding, and construction. The actual time that work will occur may vary for each portion of the project.

Budget

Funding has been allocated in account 02-61-71-9506-17319 of the FY2019 capital improvements fund for the City's portion of the project. The City's share of the project would be 6% of the total project cost, which is estimated to be about \$25,400.

The FY2019 CIP identifies \$22,500 for the project. This represents the grant match only. A budget adjustment will be necessary upon award of the grant to provide the additional funding needed for the City's share of the project and to account for the grant reimbursement.

Recommendation

The City's parks and public facilities have benefitted greatly from past Municipal Park Grants, and staff expects the same for the Creve Coeur Ice Arena through the projects proposed for the upcoming grant opportunity. Therefore, staff recommends that the City pursue the Municipal Park Grant for the improvements to the ice arena outlined above.



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

Meeting: 08/27/18 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

**Resolution No. 1377 - a Resolution Authorizing the City of
Creve Coeur to Purchase Five 2019 Ford Police Interceptor
Utility Awd Vehicles from Joe Machens Ford for the Total
Amount of \$156,495.**

In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet, and provide safe and effective police equipment to our employees, the police department has been on a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage, age, or level of maintenance.

Resolution

Meeting of August 27, 2018

RESOLUTION NO. 1377**A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO PURCHASE
FIVE 2019 FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES
FROM JOE MACHENS FORD FOR THE TOTAL AMOUNT OF \$156,495**

WHEREAS, in the interest of public safety, the police department requires reliable police vehicles to effectively patrol the City; and

WHEREAS, such police vehicles need to be replaced when they are determined to have surpassed their life expectancy, or reached their maximum trade-in value as a reliable police unit; and

WHEREAS, the police department is requesting funds in the amount of \$156,495 payable to Joe Machens Ford for the purchase of five 2019 Ford Police Interceptor Utility AWD Vehicles; to be purchased from the Police department's Patrol budget and from the Capital Improvements fund.

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

Section 1: The purchase of five 2019 Ford Police Interceptor Utility AWD Vehicles is hereby approved, in an amount not to exceed \$156,495, pursuant to quote dated July 17, 2018 with such changes therein shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 27^d Day of August 2018

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 22, 2018

TO: Chief G. Eidman

FROM: Capt. Tim Koncki

SUBJECT: Police Vehicle Replacement – State Contract #: CC180382003

In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet, and provide safe and effective police equipment to our employees, the police department has been on a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage, age, or level of maintenance.

The Police department owned and operated the Dodge Charger Police Pursuit Vehicles (PPVs) since 2012, and has seen a trend in costly repair increase with the older, higher mileage Dodge vehicles in the fleet. In addition, the frequency of trips to a Dodge dealer, the turnaround time to get the vehicles back in service, the amount of downtime, and the cost of maintenance of the Dodges significantly surpasses that of the Ford Utility Interceptors. In the last fiscal year, the cost per mile to maintain the Dodges in the fleet was almost double that of the Fords. Further, having a reliable patrol vehicle is essential for police response to calls for service. This is especially true when road conditions are poor. It is critical that the police department maintain a vehicle fleet able to effectively operate during times of snow or icy conditions. Having an all-wheel drive option with enough space to store emergency response equipment allows us to better serve the community. While both vehicles, the Dodge Charger and the Ford Interceptor have the AWD options, the Fords have been much more reliable and cost effective to operate.

Additionally, the Police department purchased a 2008 Chevy Trailblazer in 2008 that has been used by our investigators for surveillance purposes, it too has exceeded its usefulness and has not been cost effective to maintain. Based on the age and condition, it's my recommendation that we replace it with a 2019 Ford Interceptor Utility for continued reliability for public safety

Based on the above criteria, I recommend the replacement of the following patrol vehicles for FY2018-2019.

Car Number	Year Make Model	Mileage*	Replace With
2403	2015 Dodge Charger PPV	53,501	2019 Ford Interceptor Utility
2407	2016 Dodge Charger PPV	58,801	2019 Ford Interceptor Utility
2410	2016 Ford Utility Interceptor	54,740	2019 Ford Interceptor Utility
2414	2014 Ford Utility Interceptor	70,950	2019 Ford Interceptor Utility
2426	2008 Chevy Trailblazer	40,000	2019 Ford Interceptor Utility

* Anticipated mileage by the time of trade-in / auction will be higher due to continued use.

PD Budget and Capital Improvement (Equipment) Fund for Vehicles

In Patrol Division Account #01-21-22-9502, the PD budgeted **\$126,000** for the purchase of four patrol vehicles and in the Capital Improvements fund #9516, **\$30,000** is budgeted for the purchase of one vehicle for the Investigative unit. As stated above, it is my recommendation that we replace two Dodge Chargers and two Ford Interceptor Utilities with four 2019 Ford Interceptor Utilities and replace one Chevy Trailblazer with one 2019 Ford Interceptor Utilities vehicle; as shown in the chart below, the Ford Interceptor Utility is the least expensive of the SUV's offered.

Vehicle ***	Contract Price**
(SUV) Chevrolet Tahoe 4WD	\$34,380
(SUV) Dodge Durango AWD	\$28,698
(SUV) Chevrolet Tahoe 2WD	\$31,968
(SUV) Ford Interceptor Utility	\$28,248

** Variable preferred options effect the final price.

*** Information obtained from the 2018 Statewide Contract – prices are honored for 2019 vehicles through December 31, 2018

A Ford Interceptor Sedan is available and is \$917 less than the Ford Interceptor Utility; however, the sedan will no longer be offered after 2019. When purchasing a different model vehicle, new police equipment such as prisoner seats, push bumpers, trunk trays, consoles also have to be purchased since equipment is vehicle specific. Since the Ford sedan will no longer be available after 2019, the equipment could not be transferred to whatever vehicle is purchased to replace the sedan when the time comes.

Per the dealerships advisory, the final order due date for Police Interceptor Utility and Sedan will be 9/7/18. This will be a first come first serve basis (based on dealer order receipt date). If Ford receives more orders than production allocation, the order will be cancelled. .

Budgetary Impact Based on Recommendation

The base cost plus service charges and options for the (5) Ford Interceptor Utilities is **\$156,495**.

The average received for the three patrol vehicles auctioned in 2018 was \$8,930. (High was \$10,620; the low was \$7,920). Based on recommended vehicles to be replaced, five vehicles will be auctioned for an estimated amount of \$36,000.

Overall View of Patrol Fleet If Recommendation is Approved

[Table 4](#) below represents a breakdown of our patrol fleet and our investigation fleet if the recommendation above is approved. By purchasing five (5) 2019 Ford Interceptor Utility our Patrol fleet will consist of four (4) police sedans and twelve (12) police utility vehicles. The investigation fleet will consist of various models of vehicles, in addition to the one (1) 2019 Ford Interceptor Utility.

Table 4

PATROL FLEET			
Dodge Charger PPV		Ford Utility Interceptor	
Car #	Model Year	Car #	Model Year
2404	2018	2402	2019
2405	2018	2403	2019
2406	2018	2407	2019
2417	2017	2408	2017
		2409	2017
		2410	2019
		2411	2018
		2413	2017
		2416	2017
		2419	2016
		2422	2017
		2424	2015
INVESTIGATION FLEET			
Car #	Model Year	Make	Model
2412	2013	Chevy	Impala
2423	2018	Ford	Fusion
2425	2011	Chevy	Impala
2426	2008	Chevy	Trailblazer
TBD	2019	Ford	Ford Utility Interceptor

Respectfully,

Capt. Tim Koncki #513

Attachment: Spreadsheet-CCPD YTD Monthly Cost to Operate Patrol Vehicle.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

June 12, 2018

CONTRACT TITLE: MODEL YEAR 2018 PATROL VEHICLES

CURRENT CONTRACT PERIOD:	January 3, 2018 through December 31, 2018	
RENEWAL INFORMATION:	Original Contract Period:	January 3, 2018 through June 30, 2018
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2018
BUYER INFORMATION:	Jason Kolks (573) 522-1620 jason.kolks@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC180382001	4313370020 1 MB00089555	Don Brown Chevrolet 2244 South Kingshighway St. Louis, MO 63110 (314) 772-1400 (314) 772-1022 fax <u>Contact:</u> Dave Helterbrand – dave@donbrownchevrolet.com	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC180382002	4312062830 3 MB00093420	Lou Fusz Dodge 3480 Highway K O'Fallon, MO 63368 (636) 442-8156 office (direct) (618) 791-4764 cell (636) 442-8152 fax <u>Contact:</u> Paul Joshu – paul.joshu@fusz.com	No	Yes
CC180382003	4315457930 1 MB00094770	Lou Fusz Ford #2 Caprice Dr. Chesterfield, MO 63005 (636) 532-9955 (636) 519-8005 fax <u>Contact:</u> Tom Biehle – tom.biehle@fusz.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
July 1, 2018 through December 31, 2018	6/12/18	Roll-over extension for the Ford Police Interceptor Sedan and Utility
January 3, 2018 through June 30, 2018	6/1/18	Roll-over extension for the Chevrolet Dodge models
January 3, 2018 through June 30, 2018	04/11/18	Order cut-off dates revised for Chevrolet models.
January 3, 2018 through June 30, 2018	04/06/18	Updated Buyer information.
January 3, 2018 through June 30, 2018	03/05/18	Order cut-off dates added for Ford and Chevrolet models.
January 3, 2018 through June 30, 2018	02/15/18	Order cut-off dates added for Dodge models.
January 3, 2018 through June 30, 2018	01/08/18	Updated contact information for Lou Fusz Dodge.
January 3, 2018 through June 30, 2018	01/03/18	Initial issuance of new statewide contract

PATROL VEHICLES –MODEL YEAR 2018
(Statewide)

Contracts CC180382001, CC180382002 and CC180382003 have been established for the purchase of miscellaneous model year 2018 police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

Contract Number	Brand	Model	Contractor
CC180382001	Chevrolet	Tahoe 2WD Pursuit Utility Vehicle	Don Brown Chevrolet
	Chevrolet	Tahoe 4WD Special Services Utility Vehicle	
CC180382002	Dodge	Charger Pursuit All-Wheel Drive Sedan	Lou Fusz Dodge
	Dodge	Durango Special Service Package All-Wheel Drive SUV	
CC180382003	Ford	Police Interceptor Sedan	Lou Fusz Ford
	Ford	Police Interceptor Utility	
	Ford	Expedition Special Services Vehicle	
	Ford	F-150 Police Responder	

GENERAL INFORMATION

The contractor shall provide Model Year 2018 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the IFB specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

WARRANTY

The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.

All warranty service must be performed in Missouri.

ORDERING

NOTE TO STATE AGENCIES: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit it to Stan Perkins, Acting State Fleet Manager. The pre-approval form can be found at the following website address:

<http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order in SAMII or a requisition within MissouriBUYS. The contractor must not ship until they are in receipt of a hard copy purchase order.

PATROL VEHICLES –MODEL YEAR 2018 (Statewide)

DELIVERY

Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.

Each vehicle shall be delivered with the owner's manual.

In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

VEHICLE PREPARATION CHARGE AND DELIVERY CHARGE

The vehicle preparation costs (line items 8, 14, 21, 25, 32, 40, 45 and 50) and the round trip per mile delivery charge (line item 51) shall only apply to public (cooperative procurement) entities and all other state agencies making purchases off the contract. These charges shall not apply to the Missouri State Highway Patrol.

FINANCIAL RESPONSIBILITY

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

SUBSTITUTIONS

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

PATROL VEHICLES –MODEL YEAR 2018
(Statewide)

REPAIR OR REPLACEMENT OF DAMAGED PRODUCT

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIREMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT JASON KOLKS AT (573) 522-1620 OR jason.kolks@oa.mo.gov.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382001

Contractor: Don Brown Chevrolet

Line Item 1

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle

PRICE: \$31,968.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|---|
| <ul style="list-style-type: none"> - V-8 type, 5.3 liter gasoline engine with engine oil cooler - Rear wheel drive - 3.08 to 1 Rear Axle Ratio - Six (6) speed automatic transmission, heavy-duty for police operation with auxiliary oil cooler. - Electric power steering - Tilt steering wheel - Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster - Heavy-duty suspension for police usage. Front independent torsion bar & rear multi-link coil spring suspension system. - Five (5) tires, P265/60R17 BSW, "V" speed rated (includes full size spare) - Five 17" x 8" heavy duty steel wheels (includes full spare) - Bolt-on center caps - 170 ampere alternator - Heavy-duty 720 c.c.a. battery - 730 c.c.a. auxiliary battery - Speed Control - Air conditioning system with integral heater and defroster - Electric rear window defroster - Police type certified 0-150 mph speedometer - AM/FM MyLink Radio with Apple Car Play - Manufacturer's standard air bags. - Radio noise suppression devices included. - Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position - Rear inside door locks and handles fully operable. - Driver front door and lift gate lock cylinders. - Heavy-duty cloth 40/20/40 split bench style seating <u>without</u> center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters. - Heavy-duty cloth 60/40 split folding bench second row seat – third row seating deleted - Full color keyed carpeting - Manufacturer's standard floor mats - Front license bracket - Spotlight provision, left hand (driver side) with 6" halogen spotlight - Factory installed red/white overhead high intensity auxiliary dome lamp - Power adjustable heated outside rear view mirrors - Manufacturer's standard OnStar system with Bluetooth hands-free connectivity. | <ul style="list-style-type: none"> - Grill lamp/siren speaker wiring for connection to agency furnished equipment. - Horn/Siren wiring circuit for connection of agency furnished switch. - Manufacturer's standard rear vision camera - Rear park assist with audible warning - Deep tinted glass, all windows except windshield & front door windows which shall be a light tinted glass. - Single key locking system with minimum of two (2) keyless entry key fobs. Each vehicle keyed differently. - Keyless entry system - Standard Production Solid Color Exterior (black, white, silver ice, tungsten, blue velvet, satin steel, pepperdust) and Standard Interior Trim - Factory installed trailering equipment, to include hitch & wiring - Manufacturer installed under body shield package. - Fleet and Free Maintenance Credits applied |
|---|---|
-
- AVAILABLE OPTIONS**
(for line item 1)
- | | |
|---|--|
| <p>Line Item 2 – 4WD 9C1 Pursuit Option</p> <p align="right"><u>\$2,946.00</u></p> <p align="right">(Includes 2-speed electronic Autotrac transfer case with rotary controls)</p> <p>Line item 3 – Complete 40/20/40 cloth front bench seating</p> <p align="right"><u>NO CHARGE</u></p> <p align="right">*must state when ordering</p> <p>Line Item 4 – Additional Keyless entry transmitters (package of six (6) transmitters)</p> <p align="right"><u>\$69.00</u></p> <p>Line Item 5 – Power adjustable brake and accelerator pedals</p> <p align="right"><u>\$145.00</u></p> <p>Line Item 6 – Black vinyl floor covering (delete carpet and carpeted floor mats)</p> <p align="right"><u>\$161.00</u></p> <p align="right">(credit)</p> <p>Line Item 7 – Optional 17" x 8" machined aluminum wheels (spare may remain steel)</p> <p align="right"><u>\$480.00</u></p> <p>Line Item 52: Miscellaneous Option/Features</p> <p align="right">**for the purchase of options/features not specifically identified herein</p> | |
|---|--|

DELIVERY: 90 days ARO

5 years or 100,000 miles (drive train)

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

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 1)**

Line Item 8 – Preparation Cost

\$965.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Round Trip Per Mile Delivery Charge

\$0.98 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from St. Louis, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382001

Contractor: Don Brown Chevrolet

Line Item 9

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Chevrolet Tahoe 4WD 5W4 Special Services Utility Vehicle

PRICE: \$34,380.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with engine oil cooler
- Four Wheel Drive
- 3.08 to 1 Rear Axle Ratio
- Six (6) speed automatic transmission, heavy-duty for police operation with auxiliary oil cooler.
- Electric power steering
- Tilt, urethane steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Front coil-over shocks with stabilizer. Rear multi-link with coil springs with stabilizer
- Five (5) tires, P265/70R17 all-terrain BSW (includes full size spare)
- Five 17" x 8" heavy duty steel wheels, silver with center caps (includes full spare)
- 170 ampere alternator
- Heavy-duty 720 c.c.a. battery
- 730 c.c.a. auxiliary battery
- Speed Control
- 140 MPH speedometer
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM MyLink radio with Apple Car Play
- Manufacturer's standard air bags.
- Radio noise suppression devices included.
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable.
- Driver front door and lift gate lock cylinders.
- Heavy-duty cloth 40/20/40 split bench style seating without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Heavy-duty cloth 60/40 split folding bench second row seat – third row seating deleted.
- Full color keyed carpeting
- Manufacturer's standard front and rear floor mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" halogen spotlight
- Factory installed red/white overhead high intensity auxiliary dome lamp
- Power heated outside rear view mirrors
- Rear Vision Camera
- Rear Park Assist with audible warning
- Manufacturer's standard OnStar system with Bluetooth
- Grill lamp/siren speaker wiring for connection to agency furnished equipment.
- Horn/Siren wiring circuit for connection of agency furnished switch.
- Deep tinted glass, all windows except windshield & front door windows which shall be a light tinted glass.
- Single key locking system with minimum of two (2) keyless entry key fobs. Each vehicle keyed differently.
- Keyless entry system
- Standard Production Solid Color Exterior (black, white, silver, tungsten, blue velvet, satin steel & pepperdust) and Standard Interior Trim
- Factory installed trailering equipment, to include hitch & wiring
- Manufacturer installed underbody shield package.
- Fleet Free Maintenance Credit applied

**AVAILABLE OPTIONS
(for line item 9)**

Line Item 10 – Remove Left (driver side) **\$398.00**
factory spotlight provision and (credit)
installed 6" halogen spotlight

Line item 11 – Complete 40/20/40 cloth front **NO CHARGE**
bench seating (state when ordering)

Line Item 12 – Power adjustable brake **\$138.00**
and accelerator pedals

Line Item 13 – Delete steel wheels & replace **\$590.00**
with factory installed 18" x 8.5" aluminum
wheels (spare may remain steel).
Requires change to 18" all season tires.

Line Item 52: Miscellaneous Option/Features
**for the purchase of options/features not specifically
identified herein

DELIVERY: 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 9)**

Line Item 14 – Preparation Cost

\$965.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Round Trip Per Mile Delivery Charge

\$0.98 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from St. Louis, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382002

Contractor: Lou Fusz Dodge

Line Item 15

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Dodge Charger Pursuit All-Wheel Drive Sedan

PRICE: \$22,688.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Five (5) speed automatic with overdrive, heavy-duty for police operation. Lever shifter.
- 3.07 to 1 rear axle ratio
- Heavy-duty electro-hydraulic rack and pinion power steering with oil cooler.
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty 4 wheel independent front and rear police tuned suspension.
- Five (5) tires, 245/55R18 “W” speed rated (includes full-size spare)
- Five (5) 18” x 7.5” steel wheels (includes full-size spare)
- 18” Full Wheel Covers
- Spare tire relocation bracket
- 220 ampere heavy-duty alternator
- 800 c.c.a. minimum battery
- Bluetooth hands-free device
- Police type speedometer, 0-160MPH certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer’s standard radio
- Power windows and door locks, rear power window operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position
- Rear inside door locks and handles fully operable
- Single key locking system; keyless entry system
- Electric to unlock the deck lid from driver’s position inside the vehicle, ignition powered
- Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Manufacturer’s standard air bags
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6” halogen spotlight
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Standard production solid color exterior (billet, silver, indigo blue, max steel, black, white, granite, red) and standard interior trim
- Manufacturer’s standard backup camera
- Police equipment mounting bracket located between front seats
- Officer Protection Package (blind spot, power, fold pursuit mirrors; exterior mirrors with heating element; ParkSense rear park assist system; blind spot and cross path detection; programmable system to alert officer when vehicle is approached from rear; intermotive modules shipped separately and installed by agency)
- Secure Park

**AVAILABLE OPTIONS
(for line item 15)**

Line Item 16– 3.6 liter V6 gasoline engine **\$1,415.00**
(deletes all-wheel drive & changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) (credit)

Line Item 17 – Delete all-wheel drive system **\$575.00**
(changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) (credit)

Line Item 18 – Convenience Group 1 **\$480.00**
(includes power adjustable pedals & driver/front passenger power adjusting seats)

Line Item 19 – Four (4) additional key FOBS **\$100.00**

Line Item 20 – 12.1 inch Integrated Display Pkg. **\$2,120.00**

DELIVERY: 45 - 60 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 15)

Line Item 21 – Preparation Cost

\$600.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O’Fallon, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382002

Contractor: Lou Fusz Dodge

Line Item 22

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Dodge Durango Special Service Package AWD Sport Utility

PRICE: \$28,698.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Eight (8) speed automatic with overdrive.
- Tilt steering wheel
- Heavy-duty four wheel anti-lock disc brakes with power booster
- Front and rear independent suspension systems.
- Manufacturer's standard tires; full size spare
- Manufacturer's standard aluminum wheels (includes full-size spare – steel spare wheel is acceptable)
- 220 ampere heavy-duty alternator
- 800 c.c.a. minimum battery
- Bluetooth hands-free device
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Rear liftgate glass wiper with washer
- Manufacturer's standard radio
- Power windows and door locks
- Single key locking system; keyless entry system
- Heated power adjusting outside rear view mirrors
- Heavy-duty cloth bucket seats with power adjusting driver seat
- Heavy-duty cloth second row 60/40 bench seat
- No third row seating
- Manufacturer's standard air bags
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory installed spot lamp wiring
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Factory installed tow package with class 4 receiver hitch
- Skid plates for fuel tank, transfer case, front suspension and underbody
- Manufacturer standard backup camera
- Standard production solid color exterior (white, silver, billet, granite, max steel, black) and standard interior trim

AVAILABLE OPTIONS
(for line item 22)

Line Item 23 – 3.6 liter V6 gasoline engine
(changes all-wheel drive system
to single speed)

\$2,485.00
(credit)

Line Item 24 – 3.6 liter V6 engine with rear
wheel drive
(deletes all-wheel drive system)

\$4,000.00
(credit)

DELIVERY: 90 - 120 days ARO

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

5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 22)

Line Item 25 – Preparation Cost \$600.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost \$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from O'Fallon, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

Line Item 26

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Ford Police Interceptor Sedan

PRICE: \$27,331.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|---|
| <ul style="list-style-type: none"> - V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler - 148 mph top speed calibration - All wheel drive - Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler - Heavy-duty electric power assist steering - Tilt steering wheel - Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster - Independent front and rear suspension. Front and rear stabilizer bars - Five (5) tires, 245/55R18 BSW, "W" speed rated (includes full size spare) - Five (5) 18" heavy-duty steel wheels (includes full size spare) - 18" Full Wheel Covers - 220 ampere heavy duty alternator - 750 c.c.a. minimum battery - Police type speedometer certified for accuracy - Speed Control - Air conditioning system with integral heater and defroster - Electric rear window defroster - Manufacturer's standard radio - Power adjustable brake and accelerator pedals - Radio noise suppression bonding straps - Rear inside door locks and handles fully operable - Automatic Deck Lid Release, ignition controlled | <ul style="list-style-type: none"> - Deck lid and driver door key lock cylinder - Single key locking system - Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat - Heavy-duty cloth bench rear seat - Manufacturer's standard air bags - Full carpeting both front and rear - Carpeted floor mats - Front license bracket - Factory spotlight provision, left hand with 6" halogen spotlight - Police power pigtail harness - Pre-wiring for LED, siren, and speaker - Courtesy lamps disabled when any door is opened - Front row overhead red/white auxiliary dome lamp - Standard Production Solid Color Exterior and Standard Interior Trim - L.H and R.H power heated power adjusting outside rearview mirrors - Remote Keyless entry with a minimum of two (2) FOBs - Head lamp housing prep package. Does not include LED installed lights - Tail lamp housing prep package. Does not include LED installed lights. - Power windows and door locks, rear power windows operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position - Police engine idle feature |
|---|---|

AVAILABLE OPTIONS
(for line item 26)

Line Item 27 – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	<u>\$2,400.00</u> (credit)
Line Item 28 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<u>\$3,400.00</u> (credit)
Line Item 29 – Ford SYNC	<u>\$295.00</u>
Line Item 30 – Standard wheel center caps in lieu of full wheel covers	<u>\$60.00</u> (credit)
Line Item 31 – Blind spot information system With cross traffic alert	<u>\$415.00</u>
Line Item 52 – Miscellaneous Options/Features	

**for the purchase of options/features not specifically identified herein

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 26)**

Line Item 32 – Preparation Cost

\$995.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

Line Item 33

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Ford Police Interceptor Utility AWD

PRICE: \$28,248.00

roll-over extension until 12/31/18

EQUIPMENT INCLUDED IN PRICE

- | | |
|--|---|
| <ul style="list-style-type: none"> - V-6 type, 3.7 liter normally aspirated gasoline engine with heavy-duty cooling system and engine oil cooler - All wheel drive - Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler - Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster - Heavy-duty electric power assist steering - Tilt steering wheel - Independent front and rear suspension. Front and rear stabilizer bars - Five (5) tires, 245/55R18 BSW, “W” speed rated (includes full size spare) - Five (5) 18” heavy-duty steel wheels (includes full size spare) - 18” Full Wheel Covers - 220 ampere heavy-duty alternator - 750 c.c.a. minimum battery - Police type speedometer certified for accuracy - Speed Control - Air conditioning system with integral heater and defroster - Electric rear window defroster - Manufacturer’s standard radio - Manufacturer’s standard backup camera - Reverse sensing system - Power adjustable brake and accelerator pedals - Radio noise suppression bonding straps - Power windows and door locks, rear power window operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position - Rear inside door locks and handles fully operable - Global lock/unlock feature - Lift gate key lock cylinder and driver door key lock cylinder - Single key locking system - Power adjusting heated outside rearview mirrors - Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat - Privacy glass for second and third row - Heavy-duty cloth bench rear seat - Manufacturer’s standard air bags - Full carpeting first and second row - Carpeted floor mats - Front license bracket - Factory spotlight provision, left hand with 6” halogen spotlight | <ul style="list-style-type: none"> - Police power pigtail harness - Pre-wiring for LED lamp, siren and speaker - Courtesy lamps disabled when any door is opened - First row red/white auxiliary dome lamp - Red/White overhead dome lamp in cargo area. - Headlamp housing prep package. Does not include LED installed lights. - Tail lamp housing prep package. Does not include LED installed lights. - Police engine idle feature - Standard production solid color exterior and standard interior trim - Left hand and right hand power adjusting outside rearview mirrors - Remote keyless entry with a minimum of two (2) fobs |
|--|---|
-
- | | |
|---|--|
| AVAILABLE OPTIONS | |
| (for line item 33) | |
| Line Item 34 – 3.5 liter V6 Turbo-charged (EcoBoost) gasoline engine | <u>\$1,800.00</u> |
| Line Item 35 – Black vinyl floor covering (Deletes carpet and carpeted floor mats) | <u>\$120.00</u>
(credit) |
| Line Item 36 – Auxiliary air conditioning | <u>\$610.00</u> |
| Line Item 37 – Ford SYNC | <u>\$295.00</u> |
| Line Item 38 – Standard wheel center caps | <u>\$60.00</u>
(credit) |
| Line Item 39 – Blind spot information system with cross traffic alert | <u>\$485.00</u> |
|
Line Item 52 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein | |
| DELIVERY: | 90-120 days ARO |
| WARRANTY: | 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train) |

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 33)

Line Item 40 – Preparation Cost

\$995.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

Line Item 41

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Ford Expedition Special Services Vehicle

PRICE: \$35,516.00

ORDER CUT-OFF DATE: 08/03/18

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter EcoBoost
- Four wheel drive
- Ten speed automatic, column mounted gear selector
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Power assist steering
- Tilt steering wheel
- Independent front and rear suspension.
- Five (5) tires, 265/70R17 AT (includes full size spare)
- Five (5) 17" steel wheels (includes full size spare)
- Manufacturer's standard Backup Camera
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- No third row seating
- Manufacturer's standard air bags
- Vinyl floor covering
- Front license bracket
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors; heated
- Remote keyless entry with a minimum of two (2) fobs

AVAILABLE OPTIONS
(for line item 41)

Line Item 42 – Extended Length (MAX) Option \$3,340.00
(includes cloth third row seating)

Line Item 44 – Factory installed running boards \$405.00

Line Item 52 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 41)

Line Item 45 – Preparation Cost

\$1,195.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

PATROL VEHICLES – MODEL YEAR 2018
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

Line Item 46

UNSPSC Code: 25101702

MAKE/MODEL: 2018 Ford F-150 Responder

PRICE: \$34,523.00

ORDER CUT-OFF DATE: 06/29/18

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter EcoBoost
- Four wheel drive
- Ten speed automatic, column mounted gear selector
- 240 amp alternator
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Power assist rack and pinion steering
- Tilt steering wheel
- Independent front and rear suspension.
- Five (5) tires, LT275/65R18 AT (includes full size spare)
- Five (5) 18" machined aluminum wheels (includes full size spare)
- Manufacturer's standard Backup Camera
- Speed Control
- Four (4) door SuperCrew cab with 5.5' box
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Reverse sensing system
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 8-way power adjusting driver seat
- Heavy-duty vinyl bench rear seat
- Manufacturer's standard air bags
- Vinyl floor covering
- Front license bracket
- Trailer tow package (class IV hitch; 4-pin/7-pin wiring harness; auxiliary transmission oil cooler; engine oil cooler)
- Trailer Brake Controller
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors; heated
- Remote keyless entry with a minimum of two (2) fobs

**AVAILABLE OPTIONS
(for line item 41)**

Line Item 47 – Chrome bumpers, front and rear (includes cloth third row seating) **\$315.00**

Line Item 48 – Factory installed black platform running boards **\$250.00**

Line Item 49 – Factory installed fog lamps **\$140.00**

Line Item 52 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 120-180 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 46)

Line Item 50 – Preparation Cost

\$1,195.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 51 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

**PATROL VEHICLES – MODEL YEAR 2018
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102

You may also e-mail form to the buyer as an attachment at

jason.kolks@oa.mo.gov



Sales Quote

Date: 07/17/18

Vendor Tom Biehle
 Lou Fusz Auto Network
 314-581-9711
tom.biehle@fusz.com

City of Creve Coeur
 300 North New Ballas
 Creve Coeur, MO 63141

Shipping Method

Customer Pickup

MSHP Contract # CC180382003

Qty	Item #	Description	Job	Unit Price	Line Total
4.00	33	2019 Ford Police Interceptor SUV		\$ 28,248.00	\$ 112,992.00
4.00	40	Prep Charge		\$995.00	3,980.00
4.00	36	Aux Air Conditioning		\$610.00	2,440.00
4.00	37	SYNC		\$295.00	1,180.00
4.00	39	BLIS - Blind Spot information		\$485.00	1,940.00
4.00	52	Keyed Alike		\$50.00	200.00
4.00	52	LED Spotlight		\$395.00	1,580.00
4.00	52	Front Warning Aux light		\$550.00	2,200.00
4.00	52	Rear Lighting Solution		\$455.00	\$1,820.00
				\$ 32,083.00	
Subtotal					\$ 128,332.00
Sales Tax					
Total					\$ 128,332.00



JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

July 17, 2018

City of Creve Coeur

Subject: Joe Machens Proposal on a **2019 Ford Police Interceptor Utility AWD***

To: Whom it May Concern;

As per the requested quote on a 2019 Ford Police Interceptor Utility AWD, Joe Machens Ford proposes the following. The 2019 Interceptor Utility AWD includes the factory standard options. This proposed unit has other manufacturer options, as noted below. This unit is spec'd like your last w/ vin: 1FM5K8AR1JGB19773, plus option Blind spot information system with cross traffic alert.

Price - Dealer Code - Option

\$28,990 – K8A 3.7 – Utility All wheel drive 3.7L V6

\$N/C – UX – Exterior Color: Ingot Silver

Included Standard Options:

\$N/C – 16C – Carpet Flooring

\$N/C – 17T – Auxiliary Dome Lamp

\$N/C – 18D – Global Lock/Unlock Feature

\$N/C – 43D – Dark Car Feature

\$N/C – 47A – Police Engine Idle Feature

\$N/C – 51Y – Spot Light – Driver Side

\$N/C – 549 – Heated Mirrors

\$N/C – 55F – Keyless Entry System (key fobs)

\$N/C – 60A – PreWiring Grill Lamp/Siren/Spkr

\$N/C – 60R – Radio Noise Suppression Bonds

\$N/C – 65L – 18" Wheel Covers

\$N/C – 76R – Reverse Sensors

\$N/C – 86P – Headlamp Housing Prep Pkg

\$N/C – 86T – Taillamp Housing Prep Pkg

\$N/C – STD – Rear Camera, in Center Stack

\$N/C – FW – Charcoal Cloth Interior

\$N/C – STD – Interceptor Badge

Delete Standard Options:

-\$111 – 16C – Carpet Flooring delete (replaced w/ vinyl floors, no floor mats)

-\$53 – FW – Charcoal Cloth Rear Seat delete (replaced w/ Vinyl Rear Seat)

-\$53 – 65L – 18" Wheel Covers delete (replaced w/ 5" chrome caps and black wheels)

-\$190 – 51Y – Spot Light – Driver Side

Added Optional equipment:

\$50 – 59E – Fleet keyed Alike 1435X (each vehicle is fobbed differently)

\$280 – 53M – SYNC (Bluetooth)

\$375 – 51R – LED Spotlight by Unity (driver side only)

\$524 – 21L – Forward Warning Aux LED Lights (Fog Lamp area)

\$433 – 66C – Rear lighting Solution

\$579 – 17A – Rear Auxillary Air Conditioning

\$475 – 55B/54Z – Blind spot information system with cross traffic alert

\$0 – Delivery / Fees per vehicle

Total

\$31,299 per vehicle*

*** FINAL ORDER DUE DATE FOR PI UTILITY & SEDAN WILL BE 9/07/18. THIS WILL BE A FIRST COME FIRST SERVE BASIS (BASED ON DEALER ORDER RECEIPT DATE). IF FORD RECEIVES MORE ORDERS THAN PRODUCTION ALLOCATION, THE ORDER WILL BE CANCELLED AND THE PRICE WILL NOT BE PROTECTED ON A MY20.**

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.



 JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



LINCOLN



CREVE COEUR POLICE DEPARTMENT

**300 N. New Ballas Rd.
Creve Coeur, MO 63141-7501
Business: 314-432-800
Fax: 314-432-5691**

BID FORM

The Creve Coeur Police Department is soliciting written bids for the purchase of five (5) 2019 Ford "Police Interceptor" Utility AWD vehicles. The Ford "Police Interceptor" Utility AWD vehicles for which bids are submitted must be constructed for police service and equipped with all standard "police package" features in addition to these options: aux air conditioning, SYNC, blind spot information system, keyed alike, LED spotlight, prep charge, front warning aux light and rear lighting solution.

Bidders shall complete this Bid Form and submit same in a sealed envelope marked "Vehicle Bid." The City reserves the right to reject any or all bids submitted or any portion thereof and to select the bid that, in the City's discretion, is believed to be most advantageous to the City. All bids to be received by August 7, 2018 at 11:00 a.m. with bid opening August 7, 2018 at 2:00 p.m. All bids will be considered binding for a period of ninety (90) days from the date of the official bid opening. Please quote net figures without federal and state taxes, from which the City is exempt.

Each unit shall be clean, lubricated and ready for immediate Patrol service and shall not have been used for any type of service, including demonstrations prior to receipt by this department. Vehicles not ready for Patrol service will not be accepted.

The effective date of the manufacturer's standard service warranty or any optional warranty selected incident to the awarding of this bid shall commence when each individual vehicle is received by this department.

All deviations or exceptions to the specifications listed must be submitted in writing on dealership letterhead. Where a specific item is unavailable by the manufacturer, the bidder shall so indicate. Bidders are responsible for insuring that ordering and option codes are consistent with all equipment desired by the City.

Delivery of the five (5) Ford "Police Interceptor" Utility AWD vehicles is expected on or about December 1, 2018.

If it is determined upon delivery of any of the vehicles, that a deficiency exists in any respect, the dealer and/or manufacturer will be responsible for correcting the deficiencies at no cost to the City.

If you have questions or need clarifications contact Judy Kobylarek at (314) 274-2109.

Address Bids to:

Chief Glenn Eidman/Vehicle Bid
Creve Coeur Police Department
300 N. New Ballas Rd.
Creve Coeur, MO 63141-7501
Fax: 314-432-5691

Return all pages of bid document.



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

Meeting: 08/27/18 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

Resolution No. 1378 - a Resolution Repealing Resolution No. 1360 and Authorizing the Retro-Fit of the Police Department Shooting Range by Meggitt Training Systems, Inc. for an Amount Not to Exceed \$124,210.28.

This resolution replaces the previously approved legislation to assure full compliance with all requirements. This purchase was previously budgeted in FY 2018, but the purchase will be completed in FY 2019 with separate legislation providing for the budget amendment.

Resolution

Meeting of August 27, 2018

RESOLUTION NO. 1378**A RESOLUTION REPEALING RESOLUTION NO. 1360 AND AUTHORIZING THE RETRO-FIT OF THE POLICE DEPARTMENT SHOOTING RANGE BY MEGGITT TRAINING SYSTEMS, INC. FOR AN AMOUNT NOT TO EXCEED \$124,210.28**

WHEREAS, in the interest of public safety, the police department requires police officers to train regularly with their firearms in the department range; and

WHEREAS, the Police Department currently has a shooting range that is forty-four (44) years old and needs to be replaced; and

WHEREAS, the cost to replace the range is expensive, and there is an option to retro-fit the range as a more cost efficient alternative than to replace the entire range; and

WHEREAS, the City budgeted \$75,000.00 to retro-fit the range by replacing the target retrieval system and bullet trap system in the Capital Improvement Fund; and

WHEREAS, the Police Department solicited and received donations for the project in the amount of \$25,000; and

WHEREAS, The Police Department will also utilize funds from the drug forfeiture account, and funds from Prop P currently in Public Safety account 19; and

WHEREAS, the Police Department is requesting funds totaling \$124,210.28 to pay for the installation of the range retrofit by Meggitt Training Systems, Inc.; and

WHEREAS, Meggitt Training Systems, Inc. is a sole source for the firing range system; and

WHEREAS, this agreement replaces the agreement previously approved by Resolution No. 1360, which was not executed;

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

Section 1: The Agreement between the City of Creve Coeur and Meggitt Training Systems, Inc. in the form of Exhibit A attached hereto as amended by addendum in the form of Exhibit B attached hereto, with a not-to-exceed price of \$124,210.28, is hereby approved and the City Administrator is hereby authorized to execute same. The agreement as executed shall be consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: Resolution No. 1360 is hereby repealed.

Section 3: Be it further resolved that this Resolution shall become effective upon adoption by the City Council.

Adopted this 27th day of August 2018.

Barry Glantz, Mayor

Attest:

Deborah Ryan, City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 22, 2018

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: Firing Range Renovation

History:

The Creve Coeur Police department purchased an indoor pistol firing range in 1974 when the police department and City Hall was located at 11631 Olive. The range was used with regularity by the Police department conducting monthly firearm drills. The Police department actually had a competitive Pistol Team that often practiced in the range and participated in combat pistol competitions. The annual qualification for our Police department has always been 80% whereas most agencies qualify with a 70%. The range has given our officers a distinct advantage and we feel it is our obligation to be a highly trained, qualified group of professionals that are proficient with our firearms.

In 1989, the City purchased our current facility, but had no range so the old range was disassembled and stored. The city added a sally port and square footage which included a pistol range, squad room, and an enlarged locker room and work out area. The range was brought to the new facility and assembled by one of our police officers and put into use.

The range and equipment were manufactured by the Detroit Bullet Trap Company. Meggitt took over the Detroit Bullet Trap company and has honored our requests for maintenance and upkeep.

The current range is composed of 3 distinct components:

- 1) The stalls, where the shooters actually stage, separated by barriers, and a shelf for holding ammunition, the weapon or additional equipment. Currently we have 4 stalls, of which only 3 are operational.
- 2) The target retrieval system- which transports the actual target from the stall to various positions in the range. The system is programmable, offering many scenarios for shooters and challenging distances, shoot/no shoot/ and moving the actual target into different positions.
- 3) The bullet trap system - the system captures the spent rounds, knocking them down into a trap at the bottom of the system. This requires quarterly maintenance to extract the lead. The system is in dire need of replacement. This bullet trap system is part of the original range purchased in 1974.

The Target Retrieval System:

MTS (Meggitt Training System) offers a wireless 360 degree turning target system that includes 75' of track. The new design is completely encapsulated so that spent rounds, and dirt or obstacles cannot get into the track. The quote includes the demo and clean-up of the current track and system, with a replacement of the wireless target system. This system includes a wireless Range Master Control System- touch screen and a wireless tablet for RMCS.

The purchase and quote locks in the price despite the rising cost of steel and unstable pricing with new governmental regulations looming in the future. The system includes a 12 month warranty, complete unloading of the system, delivery installation and training. I included a similar system- Action Target System- which does not have a target retrieval system but utilizes fixed targets wherein the shooter has to transition or approach not allowing much flexibility or options for training and challenging scenarios.

Researching Replacement Options for a Bullet Trap System:

The system is a stand-alone system, making a retro-fit a challenge for competitors.

A total replacement of our current range would be extremely expensive as the current range would have to be removed, and a complete new system installed. A retro-fit is the most fiscally responsible and easiest option. The original system was purchased by the Detroit-Bullet Trap Company. The original system has been bought out by Meggitt Training Systems. Meggitt has made some fantastic improvements in their MTS- Here are some of the innovations:

STEPPED BED PLATES:

This feature helps retain the Gran Tex material and spent rounds in place while maintaining the proper rubber granulate thickness. Other rubber traps simply give you a pile of rubber on a "Slanted" plate-which would allow the rubber materials and rounds to prematurely "slosh" out at the traps bottom- so constant service/shoveling it back up is needed. The GranTrap system eliminates that problem.

BACK UP SAFETY BIN:

This separately contained area at the traps rear is a means of further protection/containment. The system has been designed for additional safety, just in case a range operator momentarily does not detect that their rubber levels are not properly maintained.

UPPER SLOPE SHEET:

This system has a structurally supported 3/8" thick/500 BHN Armor plate. This provides further protection to the areas/just above & beyond the bullet trap-such as exhaust duct work, electrical conduits, etc. Additionally this slope sheet acts as a rubber replenishment bin/storage area. As the GranTrap is used and as the rubber moves around, this additional material slides down to help refill the voids.

Clean Rubber: Meggitt uses a clean/pure material & not the chewed up car tire looking materials (with cording, belting, etc.) that you see with other manufacturers.

Proposals:

Meggitt Training Systems provided a quote for the following-\$124,210.28 which includes the demo, and removal of our current bullet trap system, hauling off old system. Installation of a new bullet trap system (Gran Trap) system. The installation (software package) of the Next Generation Wireless 360 degree turning target system, to include a wireless tablet-touch screen and the Range Master Control System. Complete shipping, unloading, installation and training for personnel. This is a retro-fit to our existing range; however 2 of the 3 parts of the range will be replaced with a new system.

Action Target-provided a quote \$110,660.00 for the replacement of our current bullet trap system with their Rubber Berm Trap system. Action target would not replacement the current Target Retrieval System, they would supply a wireless all- wheel drive retrieval system. The system is called the Mancom AWD Fixed Master Control, action target full installation (fixed target system). This quote does not include the unloading, haul off of the old system, installation and training.

The Police department recommends the approval and purchase of the Meggitt Training System, which is compatible with our current range and set up, as well as being a better fiscal choice for the options we are receiving.

Funding:

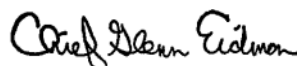
The Police Department solicited donations from Emerson Electric, who provided a \$10,000 donation, Edward D. Jones, who provided a \$10,000 donation, and the Creve Coeur Partnership, who provided a \$5,000 donation.

An amount of \$20,000 will be used from the Drug Seizure Asset Fund.

The Capital Improvement Fund for fiscal year 2018 includes \$75,000 for this project, but with the adoption of County Proposition P, it is proposed that the project cost be split between the Capital Fund and the Public Safety Fund. A budget amendment indicating this funding plan will be concurrently submitted by the Finance Department.

Donations	\$25,000
Drug Seizure Asset	\$20,000
Capital Fund	\$32,000
Public Safety Fund	\$47,211.00
Total	\$124,211.00

Respectfully,



Chief of Police



September 5th, 2017

Chief Glenn Eidman
Creve Coeur Police Dept.
300 N. Ballas Road
Creve Coeur, MO 63141
geidman@crevecoeurmo.gov

Re: Sole Source Justification Letter

Chief Glenn Eidman:

Meggitt Training System (formally Caswell International / Detroit Armor Companies) is the original supplier of your indoor firearms training equipment. Our recent proposal for your shooting range upgrades includes our Model #LE7500-OT GranTrap™ design bullet trap and our latest target system technology – Model XWT. This new equipment is completely compatible with that which exists. To my knowledge - there is no other supplier that offers these items – with the important function (some patented) and safety features as indicated below.

I. GRANTRAP™ – MODEL LE-7500-OT

- **STEPPED BED PLATES:** This patented feature helps retain the GranTex material and spent rounds in place while maintaining the proper GranTex (rubber granulate) depth. The patented stepped plate design provides a deeper pocket of containment rubber in the primary impact area.
- **BACK UP SAFETY BIN:** This separately contained area at the traps rear side is a means of further protection / containment. We created this design for additional safety – just in case a range operator momentarily does not detect that their rubber levels are not properly maintained. This area has a steel backing plate and should contain at least 10 cubic feet of additional rubber GranTex (rubber granulate).
- **UPPER SLOPE SHEET:** Our design has a structurally supported 3/8" thick / 500 BHN angled Armor plate. This provides further protection to the area/s just above & beyond the bullet trap – such as roof structure, exhaust ducts, electrical conduits etc. Additionally, this slope sheets acts as a rubber replenishment bin / storage area – which maintains an extra 19 cubic feet of the GranTex (rubber granulate).
- **SUPPORT FRAME:** To properly and safely support the weight of the rubber material, armor plates and future weight of accumulated fired bullets – the bullet traps support structure is a solid boxed tube and does not require attachment to the ranges ceiling structure. It is a self-standing product.
- **CLEAN RUBBER:** Meggitt uses a specific sized, clean /pure rubber material & not ground-up car tire looking materials – which has cording, steel belting and /or other materials not wanted in the bullet impact areas.

II. TARGET SYSTEMS – MODEL XWT

- **TRACK RAILS** : Completely closed “box” design – 12 Ga. cold roll formed – zinc plated.

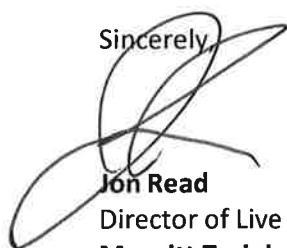


MEGGITT

- **WIRELESS DESIGN:** Track must not be electrified or utilize bus bars / feed rails / drive cables / track mounted switches or other devices for power or control signal delivery.
- **DRIVE SYSTEM:** No overhead drive motor above the shooters head – for target transport. Target carrier must be self propelled and powered via “Dual Drive” motors – powered via an adequately sized NiMH battery. System must have a automatically engaged docking / recharging system when the carrier is returned to the firing line location. Charging does not require manual removal of battery and hook-up and lane controller must indicate battery charge level.
- **TARGET CARRIER LIGHT:** The transport carrier must incorporate a light with at least 100 levels of illumination. Light can also be programmed to simulate a 3 round burst of muzzle flash.
- **TARGET GRIPPER:** The assembly must have adjustable aggressive teeth to accommodate varying target & cardboard backers thicknesses. The gripper teeth must be detachable – and not welded to the carrier assembly - should replacement ever be required.
- **TARGET CARRIER:** Carrier must be robust in design – using a large and unboltable 3/8” AR500 frontal protection plate. Carrier side panels are made from minimum 12 G. (.105”) HR steel.
- **CONTROLS:** The systems shall have programmable individual lane controllers as well as a Master control station with wireless interface Tablet controller. The hardware shall be based on an IBM PC/AT™ compatible computer with additional components and assemblies as necessary. The software shall operate in the Windows™ environment.

Meggitt Training System has been the sole source supplier to hundreds of agencies including the United States Government, Large municipalities and the smallest Police Departments. With our HQ's location in the Atlanta GA area – and a fully staffed Customer Service Group with trained / qualified field Technicians – we are able to also provide your long term future needs. Meggitt truly appreciates the opportunity to remain your range equipment supplier.

Sincerely,



Jon Read

Director of Live Fire System Sales

Meggitt Training Systems

296 Brogdon Road

Suwanee, GA 30024

Tel: 678-928-1284

jon.read@meggitt.com



MEGGITT

July 12, 2018

Creve Coeur Police Dept.
Attn: Chief Glenn Eidman
300 N. Ballas Road
Creve Coeur, MO 63141
Tel: 314.872.2523
geidman@crevecoeurmo.gov

MTSI Offer No.: **MTS17USL2434 Rev 7**
Re: Creve Coeur MO Police Dept. Shooting Range
Offer Type: Open Market

Chief Eidman,

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$124,210.28** (One Hundred and Twenty-Four Thousand, Two Hundred and Ten US Dollars and Twenty-Eight Cents) for the products and services listed herein, furnished, and delivered CPT jobsite (Creve Coeur, MO) in accordance with Incoterms® 2010. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 45 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

Tracy Newton
Sales Manager
Meggitt Training Systems, Inc.
Tel: 815.337.1376
tracy.newton@meggitt.com

Prepared by:
Angela Kronenberg
Sr. Proposal Manager
Meggitt Training Systems, Inc.

Accepted for: (Company)	Total Purchase Price: (Include Options where applicable)
Authorized Signature:	Title:
Print Name:	Date:

Meggitt Training Systems Inc.
296 Brogdon Road, Suwanee, Georgia 30024
MTSI Ref. Number: MTS17USL2434 Rev 7

Page 1 of 7

(Marketing License: Not Required)

Tel: +1 678 288 1090
Fax: +1 678 288 1515
www.meggitttrainingsystems.com

Use or Disclosure: Any and all information and data contained herein is the property of Meggitt Training Systems, Inc. (MTSI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTSI as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

Destination Control Statement: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.



Base Offer

All products and services offered herein are GSA or Open Market (OPN-MKT) Items as specified.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	LE7500-OT	GranTrap™ - 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. No Rear Access Doors.	16	LF
OPN-MKT	LE7500 TRSP-R	GranTrap™ 1/4" AR500 Sidewall plates. Set of 5 x 2 sidewalls.	1	SET
OPN-MKT	JR5C	Redirective Guard - Rifle 1/4" AR500 (1 Row)	64	SF
OPN-MKT	JR7C	Light Cove Deflector - Rifle 1/4" AR500 (1 Row)	16	LF
OPN-MKT	XWT-75- EICU2	Next Generation Wireless 360° Turning, Target System. 75' of track. Includes Enhanced ICU's.	3	EA
OPN-MKT	RMCS	Range Master Control System – Touch Screen.	1	EA
OPN-MKT	TABLET	Wireless Tablet, for RMCS	1	EA
OPN-MKT	XWT-BATT	XWT Spare Battery	1	EA
OPN-MKT	XWT-BATT- CHG	XWT Spare Batter Charger and Adapter	1	EA
OPN-MKT	UNISTRUT	Unistrut, 2 Wall Brackets and related Suspension Hardware. Re-suspend existing Pistol Rated Safety Ceiling	16	LF
OPN-MKT	DEMO	Demo & Clean-up of Bullet Trap. Note: Please provide MTSI with your Federal EPA Identification/USEPA Number upon placement of order.	1	LOT
OPN-MKT	SPPT-Full	Complete Unload, Installation, and Training *Prevailing Wage Rates Included	1	LOT
OPN-MKT	MANUALS	Operations and Maintenance Manuals	1	LOT



GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	WRTY	12-Month Warranty	1	LOT
OPN-MKT	FRT-CPT	Freight & Delivery shall be CPT Jobsite (Creve Coeur, MO) in accordance with Incoterms® 2010.	1	LOT
Total Base Offer Price			\$124,210.28	

Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package.

Package Includes:	Quantity
• Radians Revelation™ Shooting Glasses	3 Each
• Radians Competitor Hearing Protection (NRR 26 dB)	

Important Notes & Assumptions

1. Existing Lane #1 will be left empty. The 3 new lanes of target systems will start in the existing Lane #2.
2. Full Install: Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over one (1) continuous trip. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
3. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
4. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
5. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
6. Any / all trademarks mentioned herein are the properties of their respective owners.
7. Eyes and Ears Package provided will be the MTSI standard commercial off the shelf (COTS) package. Please check with your MTSI Sales Representative for specific details on features included.
8. MTSI is not aware of any obstructions above or behind the existing bullet trap. Should there be obstructions, including exhaust ducts, protruding columns etc. - reworking of the obstructions for proper fitment of the new equipment is not included in this offer.
9. A slight shortening of the target systems achievable target distance will be required - in order to fit the new deeper bullet trap. This work is included in this offer - whether it be reworking of the existing systems or installation of the new systems. If the existing systems - the equipment will be in the same condition as is.
10. Buyer to provide an area located near the entrance of the shooting range to temporarily store a 20 yard dumpster.

Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that Meggitt Training Systems, Inc. enters into with you, your department or company.

Meggitt Training Systems, Inc.'s Terms and Conditions are not limited to those provided herein. MTSI Terms and Conditions and the enclosed offer take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to Meggitt's Standard Terms & Conditions which can be provided upon request. Please contact MTSContracts@Meggitt.com to request a copy.

Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 30 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party."

Meggitt Training Systems, Inc.'s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI's baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI's equipment into the range area.
- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: ***A, E, F, & G**

***A: Electrical as it pertains to the target systems only.**

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- | | | |
|------------|----------|------------------|
| A. Taxes | C. Fees | E. Licenses |
| B. Permits | D. Bonds | F. Other Charges |

Statutory items listed above that are specifically included with this offer: **NONE**

IMPORTANT NOTE: MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

Any forthcoming contract between General Contractor and Meggitt Training Systems, Inc. is preferred to be of a typical AIA subcontract format. Any deviation from a typical AIA format must be mutually agreed upon in writing.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

Prevailing Wage Rates Included



Prevailing Wage Rates	
For the avoidance of doubt, MTSI asserts the following prevailing wage for work to be performed on site:	
Labor Category:	Laborer – Common / General (LABO0042-002)
Rates:	\$47.64
Should the Prevailing Wage Rates required by the Buyer differ, MTSI reserves the right to revise the labor pricing accordingly and update the total base offer price.	

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

If MTSI is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.

*Note 1: MTSI reserves the right to make modifications in the design of its products without prior notification.

*Note 2: The Terms & Conditions listed herein are not all inclusive. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-dom-001rev4-9-11-2015] incorporated by reference herein shall apply. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

Please submit signed proposal by email, fax, or mail to:		
Email: MTSContracts@Meggitt.com	Fax: 678.288.1515 Attn: Contracts Dept.	Mail: Meggitt Training Systems, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615

Record of Changes		
Revision No.	Date	Description
4	5/24/2018	Increased to 3 lanes of XWT. Updated Prevailing Wage Rate.
5	5/25/2018	Removed prevailing wage rates
6	6/20/2018	Re-dated to extend validity
7	7/12/2018	Included prevailing wage rates

ADDENDUM TO CONTRACT BETWEEN MEGGITT AND THE CITY OF CREVE COEUR

This is an Addendum to Agreement made and entered into the ____ day of _____, 2018, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Meggitt Training Systems, Inc. (hereinafter called the "Contractor"). The project is identified as Police Dept Shooting Range (hereinafter called the "Work" or the "Project").

ARTICLE I**The Contract Documents**

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) City-Contractor Agreement
- 2) This Addendum
- 3) Non-Collusion Affidavit
- 4) Contractor's Affidavit for Public Construction Project
- 5) Missouri Annual Wage Order

The documents listed above form the Contract and are all as fully a part of the Contract as if they comprised a single document. In the event of any inconsistency between this Addendum and the City-Contractor Agreement, the terms of this Addendum shall prevail. Any reference to online terms is hereby deleted from all contract documents.

Payment shall be due within 30 days of Project completion and receipt of invoice.

In addition, the Contractor shall be required to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one-hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and for payments to all parties and suppliers involved with the performance of the Contract. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City.

ARTICLE II
Contractor's Liability Insurance

The Contractor 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.

ARTICLE III
Equal Opportunity and Non-Discrimination

The Contractor will comply with all applicable 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.

ARTICLE IV

Additional Terms

1. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

2. The Contractor shall comply with, and shall be bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 through 290.340, and any amendments thereto (which are incorporated herein by reference), including, but not limited to the following:

a. In accordance with MO.Rev.Stat. S290.250, the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing work under the Contract.

b. In accordance with MO.Rev.Stat. S290.250, the Contractor shall forfeit as a penalty to the City one hundred dollars (\$100.00) for each workman employed for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

c. In accordance with MO.Rev.Stat. S290.265, the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work. Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

d. In accordance with MO.Rev.Stat. SS290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed in proper form and order.

3. The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

4. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

5. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall be responsible for proper storage, security, protection, and handling of all materials to ensure preservation of the materials' quality, cleanliness of public rights of way, and public safety. If required by the City, the Contractor shall place materials on wood platforms or other hard surfaces to protect the area from damage or disturbance.

6. The Contractor shall park vehicles as directed by the City.

7. The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

8. In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Addendum shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. Notwithstanding any other provisions of the contract documents, Contractor's liability shall be limited to 100% of amounts paid to it pursuant to the Contract.

10. The Contract shall be governed by the laws of the State of Missouri.

11. Any action arising out of, or concerning, this Contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Contract consent to the jurisdiction and venue of that court.

12. The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

13. The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

14. For the purposes hereof, "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.

15. For purposes hereof, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%) or more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.

16. ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT

a. DEFINITIONS. As used in this Section 16, the following terms shall have the following meanings:

"Business entity" – any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

"Contractor" – a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

"Employee" – any person performing work or service of any kind or character for hire within the state of Missouri;

"Employer" – any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two

or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

"Employment" – the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

"Federal work authorization program" – any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

"Knowingly" – a person acts knowingly or with knowledge:

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

"Municipality" – the City of Creve Coeur, Missouri.

"Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

"Unauthorized alien" – an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

"Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

B. ILLEGAL ACTS.

- i. Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
- ii. The Contractor shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- iii. The affidavit shall be approved as to form by the municipal attorney.
- iv. Contractor shall verify the employment eligibility of every employee in the employer's hire. The employer shall retain a copy of the dated verification report received from the federal government

17. The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

18. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

All employees on the Work and all other persons who may be affected thereby;

All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors;

Other property at the site or adjacent thereto, including (but not limited to) trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction or execution of the Work;

19. SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

As used in this section, the following terms shall mean:

"Construction" shall mean: construction, reconstruction, demolition, painting, and decorating, or major repairs;

"Department" shall mean the Missouri Department of Labor and Industrial Relations;

"Person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;

"Municipality" shall mean the City of Creve Coeur, Missouri;

"Public works" shall mean all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required herein shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

The contractor and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required herein. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods herein have elapsed. The municipality

shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty described herein shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.

If the Contractor or Subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions against the Contractor or Subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed herein, the Department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount

20. The Contractor shall provide, secure, and maintain restroom facilities at the job site. Facilities shall be in place prior to initiating work on a site and shall be maintained for the entire time work is being performed at a site. The restroom facility location shall be approved by the City prior to placement. No direct payment will be made for the restroom facility. The City may assess a penalty of one hundred dollars (\$100) for each day the restroom facility is not at the job site.

21. There shall be absolutely no firearms carried by any individual on any City of Creve Coeur work site.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

Title

Attest: _____

Date: _____

NON-COLLUSION AFFIDAVIT

Project: Police Dept Shooting Range
300 N. New Ballas
Creve Coeur, Missouri

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____*(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2018.

Seal of Notary

Notary Public

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS

STATE OF MISSOURI)
) ss
 COUNTY OF _____)

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____ (title) of _____ (company) which is a contractor on the **Creve Coeur Police Dept Shooting Range Project (the Project)** and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the St. Louis County, Missouri, or the federal wage order, whichever is greater.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

 Authorized Officer of Contractor

Subscribed and sworn to before me this _____ day of _____, 2018.

 Notary Public
 My commission expires: _____

GranTrap Specifications

- Standard models capable of capturing handgun, shotgun (shot and slug included), and rifle (fully automatic and armor piercing included), jacketed, semi-jacketed and non-jacketed rounds. Includes rounds up to .308 caliber/7.62mm, including M16/.223 caliber/5.56mm rounds with velocities of 900-3600 ft/sec (274-1097 m/sec) and up to 3600 ft-lbs (4880 N-m) of energy, excluding incendiary/tracer type rounds.
- Patented 10 gauge steel-stepped bed plate construction with a gravity-feed design that allows rubber to remain in place versus migrating downward towards the toe of the trap. This design ensures proper GranTex™ volumes within the primary impact areas for maximum round collection.
- GranTex media consists of chopped rubber which is predominately free of any cording, threads, fibers, or steel belting pieces.
- The GranTrap is a self-supporting trap assembled entirely by mechanical fasteners. The overtrap replenishment bin is part of the GranTrap's frame support assembly and does not require overhead support via chains/cables, bridging or rear wall attachment. No on-the-job cutting or welding is required for assembly.
- Constructed with rigid tubular steel support stanchions. All part fit thru 36" wide door openings.
- Incorporates supplemental safety bins which provide additional ballistic protection.
- 12'6" footprint minimizes building construction cost since no ancillary space is needed behind trap.
- Designed to capture up to 75,000 rounds per shooting point, with the exception of LE7500-50Cal GranTrap.
- Available in standard (9') and custom (8' and 12') heights to meet all range requirements.

- CLEANER** Minimizes broken lead particles released at the trap area by capturing rounds intact, averting lead and jacket back splatter. Exhaust air filters last several times longer versus steel traps.
- SAFER** Close range shots and acute angled shots make the GranTrap ideal for tactical training in dynamic ranges.

- QUIETER** Due to the porous nature of how the GranTex media gathers and the almost non-existent sound of a round entering the media (versus steel plates), the GranTrap ensures a much quieter firing range.

Outdoor Model (OD) Specifications

- All metal support frames are hot-dipped galvanized with all assembly hardware either galvanized or stainless steel.
- Metal support frames incorporate weep/drainage holes to release rain water and condensation.
- The 3/8" AR500 upper replenishment bin plates are factory cleaned, coated with an inorganic zinc primer, and painted with a finish of marine multipurpose epoxy paint.
- The traps sidewall outer sections are constructed of 10 gauge galvanized metal for granulated rubber retainage.

LE7500-50Cal

- Designed as a deeper bullet trap capable of handling muzzle velocities between 900 and 3,600 feet per second (274 to 1097 meters per second), or energy levels to 8,100 foot-pounds and occasional rounds up to 13,000 foot-pounds.
- The Reclining GranTrap LE7500-50Cal is not intended for use by .50cal weapons beyond three-round bursts.

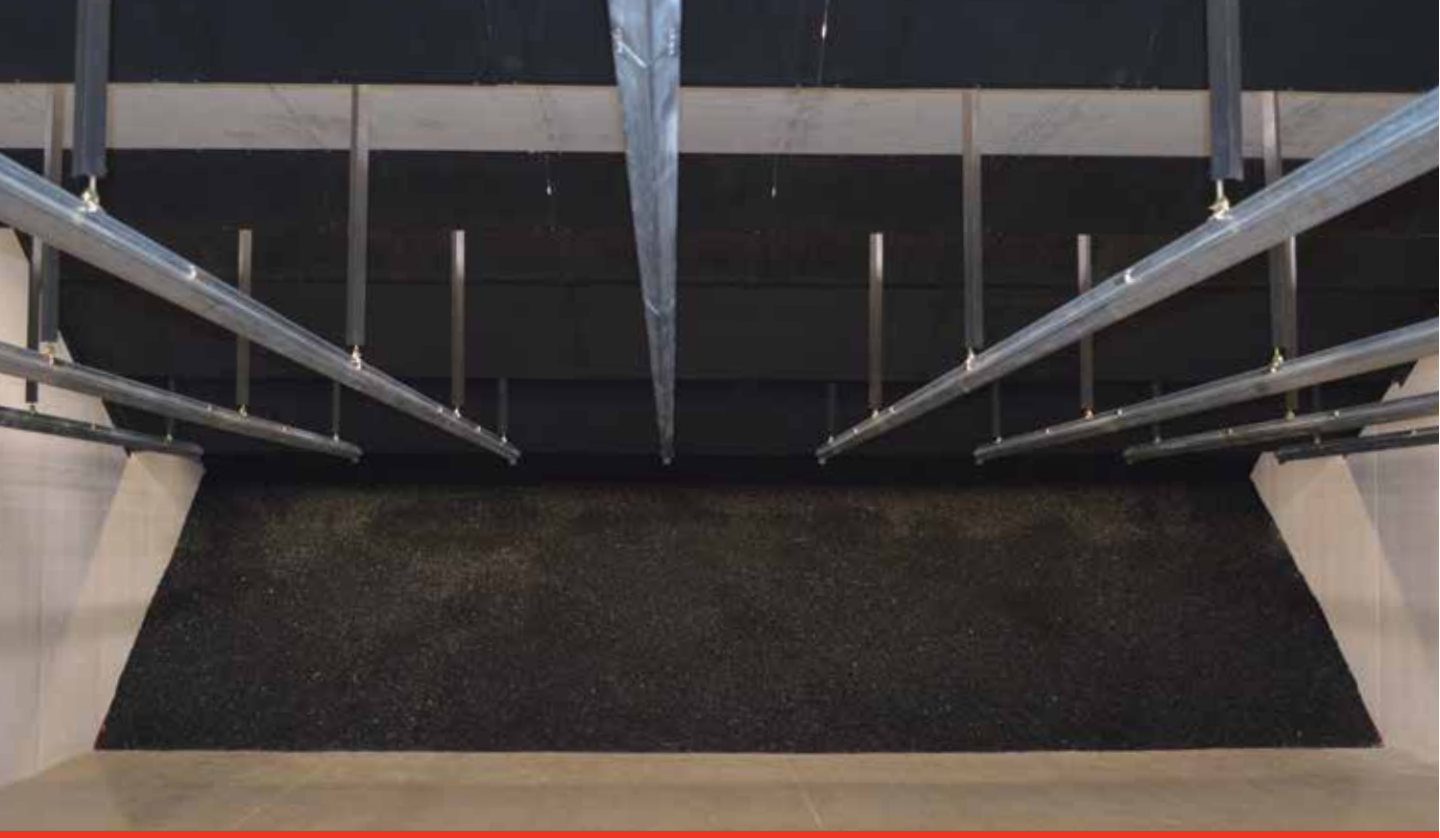
When using high powered rounds, increase monitoring of the GranTex depth levels to ensure that proper material volumes are maintained. Failure to do so could result in damage to the GranTrap and/or result in injury or death.



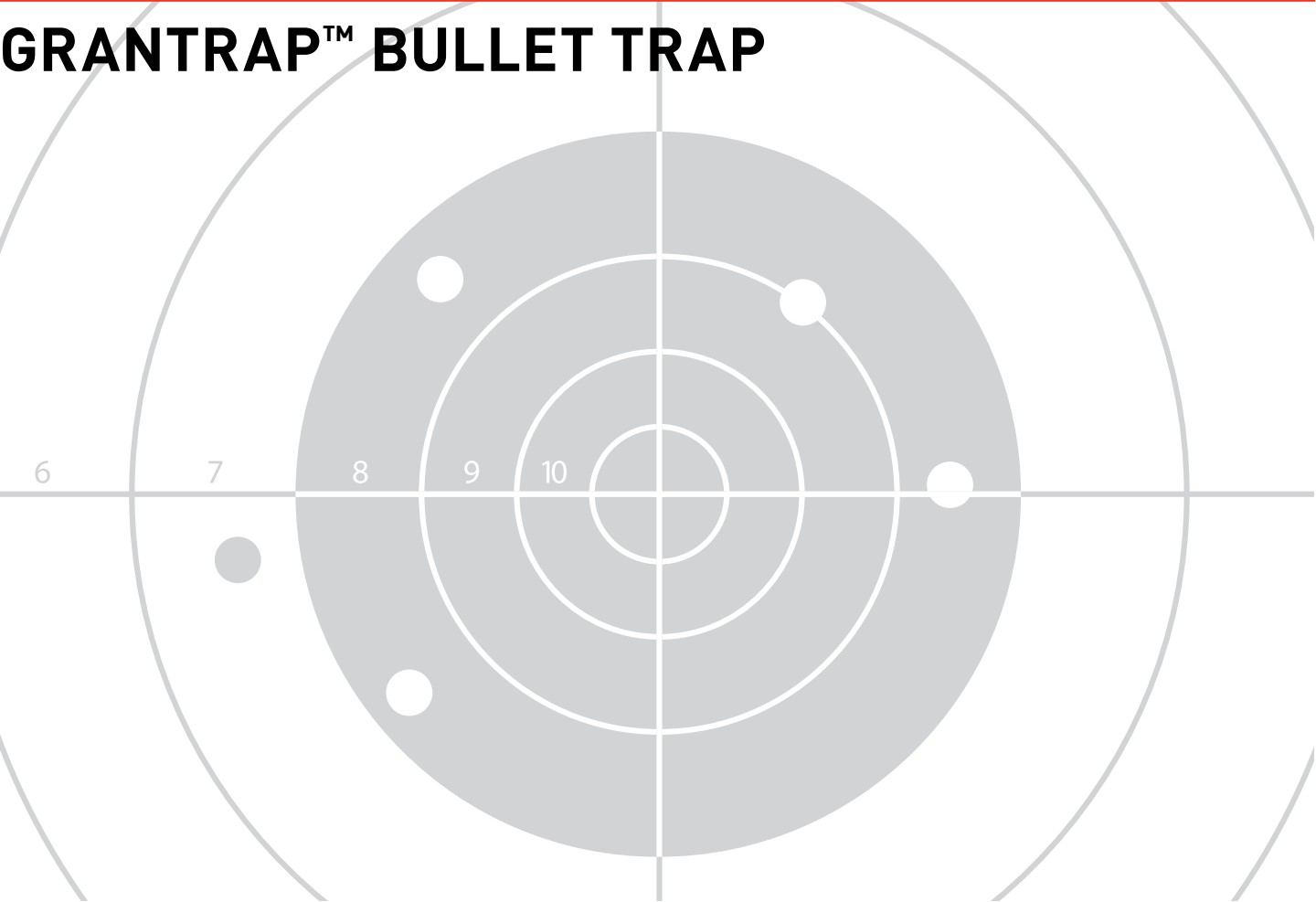
LE7512-OD GranTrap



Rounds captured by the GranTrap are mostly intact, allowing for easy removal and recycling.



GRANTRAP™ BULLET TRAP



GRANTRAP

Meggitt Training Systems, makers of FATS® and Caswell technologies, has been the global leader in law enforcement training and commercial gun range products for nearly 90 years. Fielding over 13,000 ranges around the world, Meggitt Training Systems provides turnkey shooting range design, equipment and installation, and the logistic support necessary for today's fast-paced training environments.

Meggitt Training Systems can help determine the GranTrap model to best meet your range needs. GranTrap model variations include:

LE7500 GranTrap and LE7512 GranTrap

- Captures up to 3600 ft-lbs of energy, excluding incendiary/tracer type of rounds.
- Designed with rubber-faced upper vertical replenishment bins to maintain consistent GranTex media depths.
- Incorporates gum rubber covers atop the GranTex media for cleanliness and containment.
- 12' ft tall version available for longer distance capabilities.

LE7500-OT GranTrap (Pictured in this brochure)

- 3/8" AR500 armor impact plate provides additional downrange coverage.
- Extra-large replenishment bins for greater availability of GranTex media.
- Configured with exposed and uncovered GranTex media.

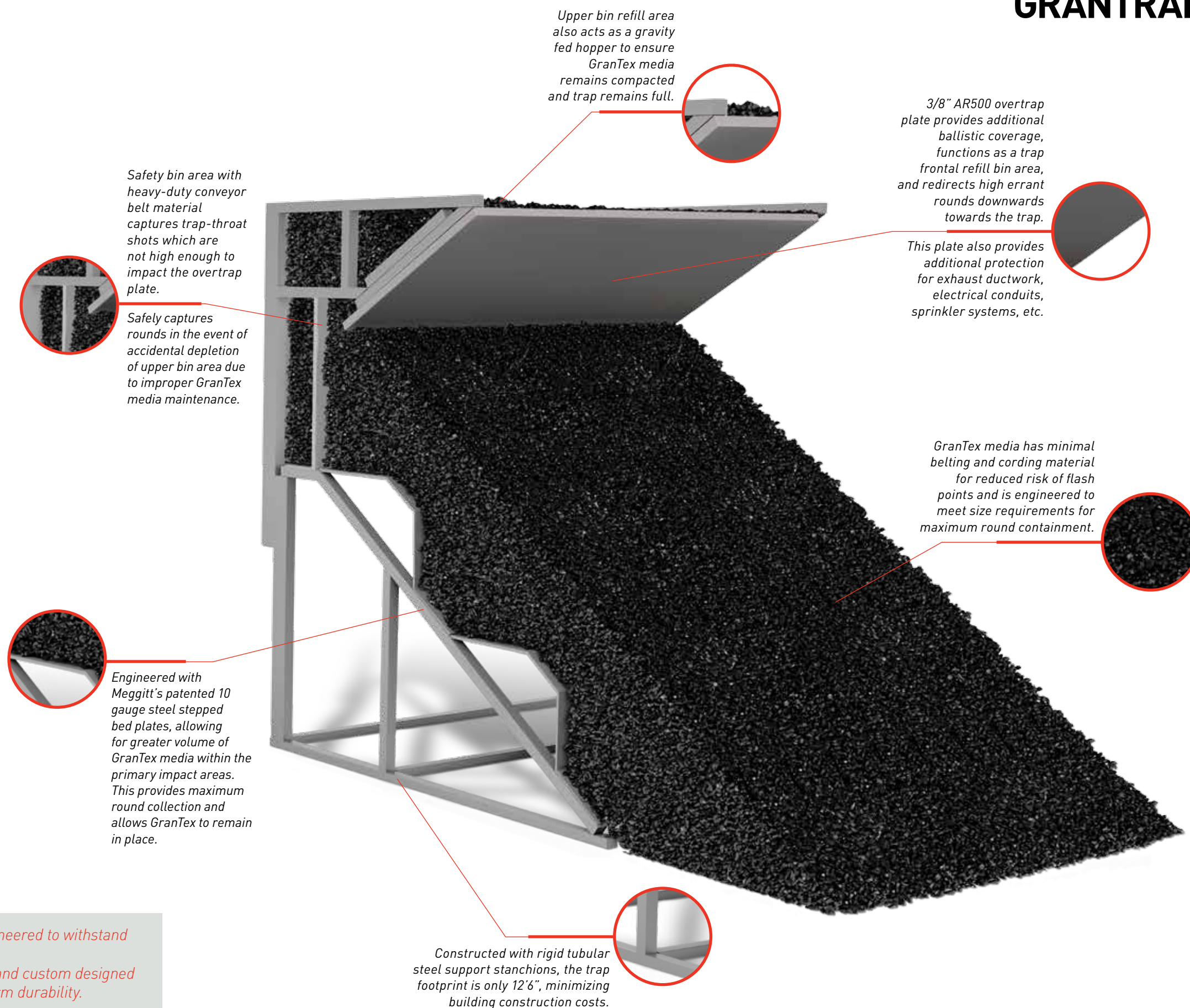
LE7500-OTR GranTrap

- Rubber-faced 3/8" AR500 plate provides additional downrange coverage and safety for tactical applications.
- Extra-large replenishment bins for greater availability of GranTex media.
- Incorporates self-healing gum rubber covers atop the GranTex media to ensure trap cleanliness.

LE7500-50Cal GranTrap and LE7512-50Cal Grantrap

- Captures up to 8100 ft-lbs of energy, excluding incendiary/tracer type rounds.
- Designed to stop limited single fire rounds with up to 13,000 ft-lbs of energy such as 50 BMG with a limited and controlled rate of dispersion and under specific conditions with proper monitoring.
- Installed to only a 14' footprint depth for more flexibility with range configuration compared to the 25'-30' footprint depths required for most high energy steel rifle traps.
- 12' ft tall version available for longer distance capabilities.

All GranTraps are available for outdoor applications (OD) and engineered to withstand harsh environmental conditions by using non-corrosive materials. Outdoor versions utilize hot-dipped galvanized steel components and custom designed structural frames which shed water and condensation for long term durability.





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

Meeting: 08/27/18 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

Resolution No. 1379 - a Resolution Repealing Resolution No. 1287 and Authorizing the Acceptance of a Grant from the Missouri Police Chiefs Association for a New LiveScan Biometric Verification System, and the Yearly Maintenance of that Instrument for Five Years.

A grant opportunity for the purchase of a LiveScan instrument, as well as maintenance fees, has become available. The proposed resolution will replace the previously - adopted Resolution 1287.

Resolution

Meeting of August 27, 2018

RESOLUTION NO. 1379

**A RESOLUTION REPEALING RESOLUTION NO. 1287 AND AUTHORIZING THE
ACCEPTANCE OF A GRANT FROM THE MISSOURI POLICE CHIEFS ASSOCIATION FOR
A NEW LIVESCAN BIOMETRIC VERIFICATION SYSTEM, AND THE YEARLY
MAINTAINENCE OF THAT INSTRUMENT FOR FIVE YEARS.**

WHEREAS, grant funding has allowed MorphoTrak, LLC to offer a five-year subscription option for Missouri Law Enforcement agencies for Livescan device and printer, with the grant covering the costs in the first year; and

WHEREAS, this subscription program includes a maintenance agreement and spreads the cost equally over a five-year timespan, plus the benefit of grant funding; and

WHEREAS, The Missouri Police Chiefs Association is providing a grant opportunity wherein they will purchase and supply a Livescan Biometric Verification System and yearly maintenance for the Police department, so there will not be out of pocket expenditure on the part of the City or the Police department; and

WHEREAS, it is imperative that the city complies with state and federal law in capturing and submitting digital criminal fingerprints to assist the central repository (MSHP) in storing and maintaining the database for the Federal Bureau of Investigation; and

WHEREAS, the Police Department's ability to comply with statutes requires replacing failing technology with new equipment; and

WHEREAS, this opportunity is superior to the arrangement previously approved by Resolution No. 1287, which was not implemented;

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

Section 1: Resolution No. 1287 is hereby repealed.

Section 2: Acceptance of a grant from the Missouri Police Chiefs Association to fund a new LiveScan Biometric Verification Instrument with five-years of maintenance and no expenditures by the City or the Police department, is hereby approved. The documents as executed shall include such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the grant program.

Adopted this 27th day of August, 2018.

Barry Glantz, Mayor

Attest:

Deborah Ryan
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 22, 2018

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: Grant Acceptance of a New Livescan Biometric Verification System

In April of 2017, the Police department budgeted for the replacement of our Livescan Biometric Verification System, the amount budgeted in the Capitol Programs was \$38,000.

In April of 2017, the Missouri Highway Patrol offered a lease agreement, wherein the police agency could lease the instrument for \$0 and pay a yearly maintenance fee of approximately \$5000-\$5500 a year for five years.

Resolution 1287 was approved by the City Council on May 8, 2017, authorizing the lease agreement. Shortly thereafter, a notice of a new grant was posted by the Missouri Police Chief's Association. This grant opportunity stated it would open up in the spring of 2018. This grant fully pays for the Livescan Biometric Verification System, and the yearly maintenance for five years.

This opportunity will provide for the necessary requirements of our Police department with the state and federal law enforcement agencies for the capturing and submitting digital criminal fingerprints to assist the central repository (MHSP) in storing and maintaining the database for the Federal Bureau of Investigation.

This opportunity will provide for our compliance with no expenditures to the City or Police department. Thank you for your consideration in this matter.

Chief Glenn Eidman



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

Meeting: 08/27/18 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Melissa Orscheln
Department Head: Debbie Ryan

SCHEDULED

RESOLUTION

Resolution No. 1380 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Swift Print Communication for Printing Services for the Resident Newsletter for the Amount of \$70,601.74.

Staff will present recommendation for newsletter printing services.

RESOLUTION NO. 1380

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH SWIFT PRINT COMMUNICATION FOR PRINTING SERVICES FOR THE RESIDENT NEWSLETTER FOR THE AMOUNT OF \$70,601.74.

WHEREAS, Swift Print Communication submitted a competitive bid for printing services; and

WHEREAS, Swift Print Communication offers rates guaranteed for thirty-six (36) months; and

WHEREAS, the City provides information to residents on city business and activities to bring citizens together and foster civic leadership and engagement; and

WHEREAS, this service has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances.

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

Section 1: The Agreement between Swift Print Communication and the City of Creve Coeur to purchase up to thirty-six (36) months of printing services for the residential newsletter for the amount of \$70,601.74 is hereby approved and the execution thereof by the City Administrator is hereby 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 27th day of August, 2018.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



Memorandum

DATE: August 27, 2018
 TO: Mark Perkins, City Administrator
 FROM: Melissa Orscheln, Public Information Officer & Management Analyst
 RE: Creve Coeur Resident Newsletter

In August 2018, the City of Creve Coeur requested quotes for the printing and handling services for the Resident Newsletter for a 12-month contract. The option to submit quotes for 2019 and 2020 was included in the event the city would like to renew the contract annually up to three (3) 12-month periods.

The request for quotes included two (2) quote options: 1) Printing of the Creve Coeur Resident Newsletter, and 2) Mailing Services. The city reserves the right to cancel the contract at any time with a 30-day written notice.

The quote process closed on August 10, 2018 at noon. Six (6) companies submitted proposals for printing and handling services for the newsletter; one (1) company submitted a proposal for printing services only; one (1) company submitted a proposal for handling/ mailing services only.

Printing & Pre-Sort Services

The lowest quote received for printing services was submitted by Swift Print Communications of Creve Coeur, Mo. The cost to print the standard eight-page resident newsletter is \$1,717 per month for the first 12-month period. The cost to print a special edition 12-page newsletter is \$2,470 per month for the first 12-month period. Swift Print Communication charges \$25 for additional proofs from changes made to the newsletter. The total cost of contracting with Swift Print Communication for 12 months including funds for newsletter changes is \$22,410.

Swift Print Communications' pricing is expected to stay the same for the second and third 12-month period. However, pricing is subject to increase up to 5% per year if paper cost increases significantly. With the 5% increase, the total cost of contracting with Swift Print Communications for the second 12-month period would be \$23,515.50. The total cost of contacting with Swift Print Communications for the third 12-month period would be \$24,676.24.

The city has used Swift Print Communications to print the Creve Coeur newsletter since October 2015 and has had a positive experience. Swift Print Communications is also a local Creve Coeur business.

Mailing Services

Handling of the newsletter involves tabbing the newsletter for mailing, printing addresses on the newsletter and delivering it to the Post Office. The lowest per piece quote for handling services within the state of Missouri was submitted by Specialty Mailing of St. Louis, Mo, who bid 0.04/piece, equaling \$332/month in the first 12-month period, plus an additional \$45/year for mailing data set up, for a total of \$4,029 for the first 12-month period. Specialty Mailing's pricing did not change for the second and third 12-month period.

The city has used Specialty Mailing since January 2016 and has had a positive experience.

Total Costs

Based on cost and previous positive experience, I recommend awarding the printing contract to Swift Print Communications and the handling/ mailing contract to Specialty Mailing. With these recommendations, the total cost

to produce the newsletter excluding postage would be \$22,410 in the first 12-month period, with the pricing likely remaining the same for the second and third 12-month period. If cost of paper increases significantly, the cost to produce the newsletter excluding postage would be \$23,515.50 for the second 12-month period, and \$24,676.24 for the third 12-month period.

Newsletter Printing and Mail Services - RFQ Results 2018

Bids opened at 12:03 p.m. August 10, 2018

COMPANY	4-C 8-PAGE 1st Year monthly	4-C ADD'L PAGE 1st Year monthly	4-C 8-PAGE 2nd Year monthly	4-C ADD'L PAGE 2nd Year monthly	4-C 8-PAGE 3rd Year monthly	4-C ADD'L PAGE 3rd Year monthly	HANDLING MAILING 1st Year monthly	HANDLING MAILING 2nd Year monthly	HANDLING MAILING 3rd Year monthly	ALT QUOTE 1st Year	ALT QUOTE 2nd Year	ALT QUOTE 3rd Year	MP / DYLUX PROOFS	CHANGES	ADD'L CHARGES	ADD'L DAYS NEEDED
Stolze Printing Co.	\$1,820	\$1,155	\$1,820	\$1,155	\$1,820	\$1,155	\$335	\$335	\$335	NA	NA	NA		\$70/hr		
Presort, Inc.	\$1,930.47	\$6,936	\$2,027.47	\$7,284	\$2,128.47	\$7,656	\$0.05 /piece	\$0.051 /piece	\$0.052 /piece	NA	NA	NA	\$10	\$40	\$50/yr for mailing data set up	
Specialty Mailing	NA	NA	NA	NA	NA	NA	\$0.04/piece	\$0.04/piece	\$0.04/piece	NA	NA	NA			\$45/yr for mailing data set up	
Swift Print Communications	\$1,717	\$753	\$1,717	\$753	\$1,717	\$753	\$0.0702/piece	\$0.0702/piece	\$0.0702/piece	NA	NA	NA	\$0	\$25		
Interstate Printing and Graphics, Inc	\$3,041	\$913	\$3,041	\$913	\$3,041	\$913	\$0.03/piece	\$0.03/piece	\$0.03/piece	NA	NA	NA	\$125	\$0		
Messenger Print Group	\$1,699	\$1,070	\$1,749	\$1,091	\$1,799	\$1,113	NA	NA	NA	NA	NA	NA	\$93	\$18.75/15 min		
A Graphic Resource	\$1,952.95	\$908.23	\$2,013.34	\$936.32	\$2,075.61	\$965.28	\$545.98	\$557.12	\$568.49	See below	See below	See below	\$0	\$25		
(ALT QUOTE) Saddlestitch bid from A Graphic Resource	\$1,628	\$638	\$1,679	\$657	\$1,730	\$678	\$284	\$289	\$295	NA	NA	NA	\$0	\$25		
Nies	\$2,325	\$3,521	\$2,359	\$3,573	\$2,395	\$3,627	\$432	\$438	\$444	NA	NA	NA	15	\$120/hr		

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 Swift Print Communications, a commercial printer with offices at 1248 Research Blvd, St. Louis, Missouri 63132 (hereinafter called the "Contractor"), regarding the project identified as **Printing Services for City Resident Newsletter** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) City Request for Quotes and Contractor Bid Documents (excluding pre-sort and mailing services, which are to be coordinated with separate contractor)
- 3) Affidavit for Employment Practices Compliance

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.

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 it has special skills which qualify it to perform the Work in accordance with the Contract and that it 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 be performed during the period starting with the October 2018 edition of the newsletter and end with the September 2019 edition of the newsletter. The City shall have the option to extend the Work to apply to up to two additional 12 month periods with no increase in prices, by providing notice no later than 30 days prior to the commencement of such an additional period.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" shall be as set forth in the Bid Documents.

Based upon Applications for Payment submitted by the Contractor for work completed and accepted by the City, in accordance with the Contract Documents, the City shall pay the Contractor within 30 days after receipt of each such Application.

ARTICLE V

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a 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 perform in accordance with the Contract documents; 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, terminate the Contract, take possession of the Work, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, 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.

(b) Performance of the Work hereunder may be terminated by the City for convenience by giving 30 days' prior written notice to the Contractor.

ARTICLE VI

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations including but not limited to those governing the regulation of Equal Employment Opportunity and Non-Discrimination.

ARTICLE VII

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE VIII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. All work shall be completed to the satisfaction of the Public Information Officer for the City of Creve Coeur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____



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

SCHEDULED

Meeting: 08/27/18 07:00 PM
Department: Planning Division
Category: Report
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

STAFF REPORT

St. Louis Regional Dockless Bike Share Information

Staff recently attended the St. Louis Regional Dockless Bike Share Presentation by Bi-State Development, the City of St. Louis, LimeBike, and OFO to learn more about the recent approval and operation of the dockless bike share agreement in St. Louis.



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 THE CITY COUNCIL

Meeting Date: August 27, 2018

Subject: St. Louis Regional Dockless Bike Share Information

Memo Prepared by: Whitney Kelly, City Planner

Attachment: PowerPoint Presentation from Bi-State Development on Bike Share in St. Louis
 Presentation from City of St. Louis
 Lime Bike Presentation
 ofo Presentation
 NACTO Guidelines for Regulation and Management of Shared Active Transportation

Staff recently attended the St. Louis Regional Dockless Bike Share Presentation by Bi-State Development, the City of St. Louis, LimeBike, and ofo to learn more about the recent approval and operation of the dockless bike share agreement in St. Louis. The Bike Share Agreement (includes the use of regular bikes, scooters and electric-assist bikes) is an operational agreement to allow for such vendors to operate within the City's public right-of-way, much like a conditional use permit authorized by the City, where the cash or credit payments are conducted through an app, the transaction is completed within the right-of-way. In some places, companies may propose to conduct some or all of their business from private property, where zoning regulation may apply.

Attached are the PowerPoint presentations from Bi-State Development, the City of St. Louis, LimeBike, and ofo.

The Cities within the St. Louis Region that have Dockless Bike Share include:

- St. Louis, MO
- Clayton, MO
- Ferguson, MO
- Alton, IL

The City of St. Louis agreement allowed for Lime Bike and ofo to initially deploy 500-700 bikes with a monthly increase of 350 for 6 months, to a maximum of 2500 units. Locations where bikes may be left are outlined in the agreements, and the locations had to have sufficient sidewalk width to allow for the bike, as well as a minimum distance to allow for pedestrian movement. Bikes had to meet maintenance and safety standards, have real-time GPS tracking devices and 24 hour contact information for the reporting of any misplaced or damaged bikes. Bikes left outside the allowed areas are to be removed or corrected within 2 hours between 6 AM and 6PM Monday through Friday, 9AM-9PM seven days a week in Forest Park between April 1 and Oct. 30th, and all other times within 10 hours. The City required bike education and safety programs and non-smart phone options. Data is reported monthly to the City that include route-level data, crashes, vandalism/stolen bikes, number of units deployed, etc. City Staff and the companies meets quarterly and cooperate with Bike Share Working Group. Costs are \$1/ride (30 minutes LIME; 60 minutes ofo); \$0.50/ride for university students/faculty/staff; \$5/100 rides low income membership (LimeBike).

LimeBike reported usage in Creve Coeur are:

May: Around 10 total trips, half took place entirely within Creve Coeur, half did not

June: Around 15 total trips, half took place entirely within Creve Coeur, half did not
 July: Around 40 total trips, only a quarter of those took place entirely within Creve Coeur

Trips are concentrated around Olive Boulevard near the Courtyard Marriott and restaurants, as well as at the area around Lindbergh Boulevard and Olive Boulevard interchange including restaurants and offices. Most of these locations are along MetroBus routes so it is possible people are taking Metro with the bikes to use them to get from a stop to a place of work or home. Bi-State Development has indicated that MetroBus and MetroLink drivers have reported seeing bikes on their vehicles, but there are some reports of people driving with the bikes to their communities and using them that way.

The National Association of City Transportation Officials (NACTO), an organization that represents 62 cities and 11 transit agencies across North America, released city-developed comprehensive guidance to help cities regulate and manage new shared active transportation companies, from dockless bike share bikes to electric scooters. NACTO Guidelines for Regulation and Management of Shared Active Transportation (attached) recommendations include limiting any agreement to a short time, such as 6 to 12 months with annual renewal option to allow for changes to operational requirements based upon prior activities and needs of the Community. Through such agreement, the locations and operation of the bikes are regulated, specifically where bikes can be left and that there is sufficient sidewalk width to allow for pedestrian movement, and to not interrupt the regular flow of travel in the public right-of-way. Furthermore, any damaged, abandoned, improperly placed bikes are to be removed within a contractually agreed-upon time frames and to access penalties for failure to do so, as well as, outline any requirements regarding procedure and protocol for weather, emergencies, special events and maintenance. NACTO recommendations also include that cities should reserve the right to limit the number of companies operating (e.g. cap the number of permits or licenses issued, issue exclusive contracts, permits, or licenses); and that cities should reserve the right to revoke permits, licenses, or contracts from specific companies (e.g. when a company fails to comply with permit, contract, or license terms, or fails to meet national accreditation standards if applicable). Further recommendations include public communication and customer service requirements.

Planning Staff will be pleased to answer any questions the City Council may have.

St. Louis Bike Share: A Regional Approach



Liza Farr - Project Manager
of Economic Development

History of Bike Share in St. Louis

- 2014: **Great Rivers Greenway** Feasibility Study and Planning Effort
- 2017: **Bi-State Development** and Bike Share Working Group
- 2018: **City of St. Louis** passes an ordinance and permit regulations
- April 16, 2018: **LimeBike** and **ofo** launch



Station-based → Dockless

- **Station-Based (2007-present)**

- 60 stations, 540 bikes
- \$2M capital, \$1M/year operations

- **Dockless (May 2017-present)**

- Permit regulations
- Venture capital-backed start-ups (FREE)



<https://www.bostonglobe.com/metro/2018/04/13/thousands-dockless-bikes-are-headed-for-boston-suburbs/ugXMAudzAhtHvXloZ6jeBJ/story.html>

Dockless Bike Sharing: Technology

5.17.b

- Ability to be left anywhere
 - No stations
 - GPS tracked
 - back wheel locks to itself
- 2018: E-assist bikes and scooters



Dockless Bike Sharing: Benefits

- **Convenient:** Point to point trips, easy to find
- **Cheap and clear price:**
 - \$1/ride (30 minutes LIME 60 minutes OFO);
\$0.50/ride for university students/faculty/staff;
\$5/100 rides low income membership (LimeBike)
- **Coverage:** More bikes means can quickly reach all parts of a region
- **Data:** GPS provides route-level data



Dockless Bike Sharing: **Concerns**

- **Private companies:** Less incentive to work in public interest
- **Uncertainty:** Year-old venture-backed start-ups
- **Safety:** Helmets not provided, new riders
- **Rogue bikes:** May be parked illegally and clog up streets and sidewalks



Dockless Bike Sharing: Process

- Permit program – open
 - St. Louis: <https://www.stlouis-mo.gov/government/departments/street/streets-sidewalks-traffic/permits-inspections/bike-share-permit.cfm>
- RFP – select one or multiple
 - Minneapolis: https://www.niceridemn.org/_asset/s3v7hr/RFP-for-Transition-of-the-Twin-Cities-Bike-Share-System---FINAL.pdf
- Agreement – exclusive or non-exclusive
 - South Bend, IN: <http://www.insideindianabusiness.com/story/35848515/south-bend-launches-bikesharing>
- Common Requirements
 - Parking
 - Safety/Maintenance
 - Data
 - Social Equity

Dockless Bike Sharing: Cities

St. Louis Region

- St. Louis, MO
- Clayton, MO
- Ferguson, MO
- Alton, IL

Arizona

- Mesa
- Scottsdale
- Tempe

California

- Alameda
- Albany
- Burlingame
- El Cerrito
- Imperial Beach
- Los Angeles
- Monrovia
- Mountain View
- National City
- Oakland
- San Diego

- San Francisco
- San Mateo
- Santa Monica
- So. San Francisco
- So. Lake Tahoe
- Walnut Creek

Colorado

- Aurora
- Florida
- Key Biscayne
- Miami Shores
- North Bay Village
- North Miami

Hawaii

- Honolulu

Illinois

- Chicago
- Rockford

Indiana

- South Bend

Maryland

- Silver Spring

Massachusetts

- Arlington
- Bedford
- Belmont
- Chelsea
- Everett
- Malden
- Medford
- Melrose
- Milton
- Needham
- Newton
- Revere
- Waltham
- Watertown
- Winthrop

Nevada

- Reno

New York

- Ithaca
- Yonkers

North Carolina

- Charlotte
- Durham
- Greensboro

Texas

- Arlington
- Austin
- Dallas
- Plano

Washington

- Seattle
- Bothell

Washington DC

And more...

Thanks!

More information: www.stlbikeshare.org



Liza Farr
Bi-State Development
ejfarr@bistatedev.org
314-982-1400 x1736



St. Louis Community

Bike Share Workshop



St. Louis Community

- Permit Requirements
- Lessons Learned



St. Louis Bike Share

● Initial Deployment

- 500-750 bikes
- Monthly increase of 350
- Fully deployed in 6 months
- Max limit is 2500 units





St. Louis Bike Share

● Maintenance and Safety

- Bikes must meet standards in CFR Title 16, Chapter II, SubCh. C, Part 1512 and ISO 43.150
- Bikes must lock
- Bikes must have affixed real-time GPS tracking device
- Notify user of Laws and Helmet use.
- Companies have 24 hour phone number





St. Louis Bike Share

● Working in the Public Space

- We wanted to make sure that the bikes to not impede the regular flow of travel in the public right of way

- How to park
- Where to park
- Where NOT to park
- Designation of parking areas
- Geo-fencing if necessary





St. Louis Bike Share

● Working in the Public Space

■ If they are in violation

- Bikes would be removed or corrected within 2 hours between 6A-6P Mon-Fri
- 9A-9P 7days a week in Forest Park between April 1-Oct 30
- All other times within 10 hours





St. Louis Bike Share

● Social Equity

- Meet quarterly and Cooperate with BikeShare Working Group
- Required to have Bike education on the program and bike safety
- Required to have non-smart phone option
- Required to have a non-credit card option
- 20% of bikes to be located in Target Inclusion Areas
 - Min. of 1.5% in each area

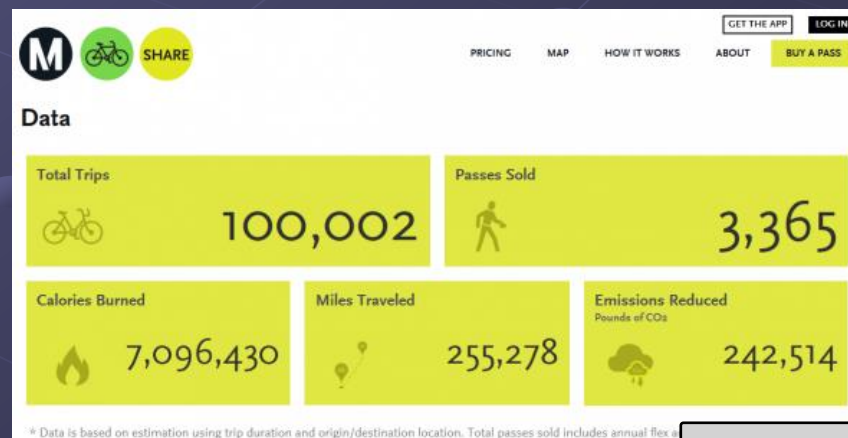




St. Louis Bike Share

Data

- Must provide data back to the city monthly
 - Crashes
 - Vandalism/Stolen
 - # of units deployed
 - Education and Engagement



* Data is based on estimation using trip duration and origin/destination location. Total passes sold includes annual flex passes.



St. Louis Bike Share

● Miscellaneous

- Termination clauses
- Right to amend permit
- Liability and Insurance
- Annual Fees





St. Louis Bike Share

● Lessons Learned

- Be Flexible
- Listen



Helping Communities With Smart Mobility

With a Subsidy-Free, multimodal transportation network

How Lime is Changing the Way Cities Move

Lime is Revolutionizing Urban Mobility by leading the country in first and last mile transportation solutions.

- More efficient, affordable and healthier transportation
- Complements existing transit options, reducing congestion and freeing up parking
- Supports more vibrant local economies
- Reduces pollution caused by short, inefficient local trips



Limitations of Traditional Station Based Mobility Sharing

Expensive capital investment and costly to maintain, translating to overly expensive rides for users

Inconvenient docking stations don't get riders to their final destinations, forcing them to look for docking stations and suppressing ridership

Poor coverage and high costs mean there aren't enough bikes to effectively serve the public or be available to all sectors of the community

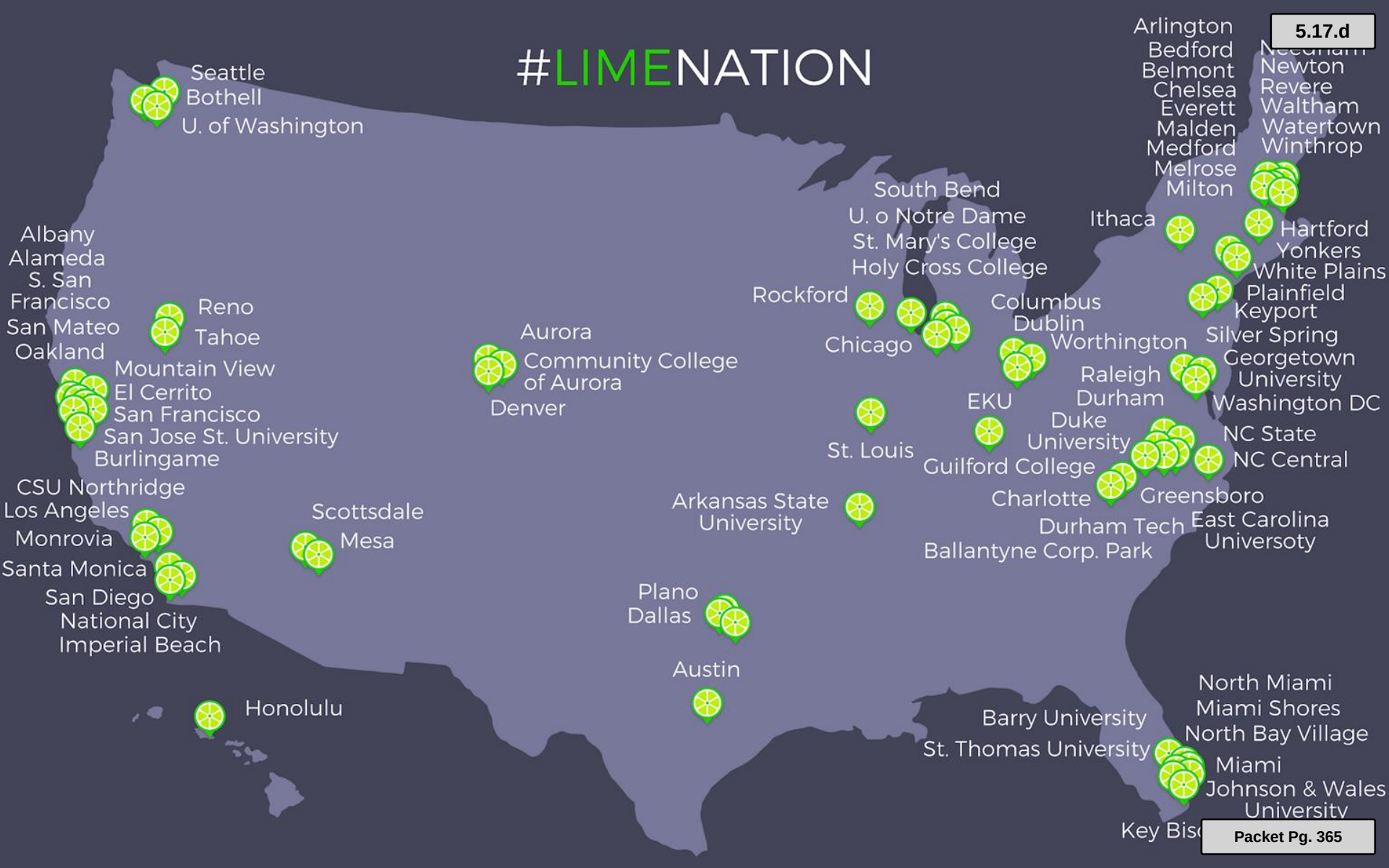


A photograph showing four people (two women and two men) riding Lime-branded vehicles on a paved path. From left to right: a woman on a Lime scooter, a man on a Lime bicycle, a woman on a Lime bicycle, and a man on a Lime scooter. The vehicles are green and white with the Lime logo. In the background, a city skyline is visible under a clear blue sky.

Lime is revolutionizing urban mobility with smart, multimodal transportation solutions that are free to cities.

With cutting edge IoT technology and no stations, we can **scale a flexible fleet to serve the entire community** using data to maximize potential program ridership. We cover all of the costs of equipment, operations and rider outreach.

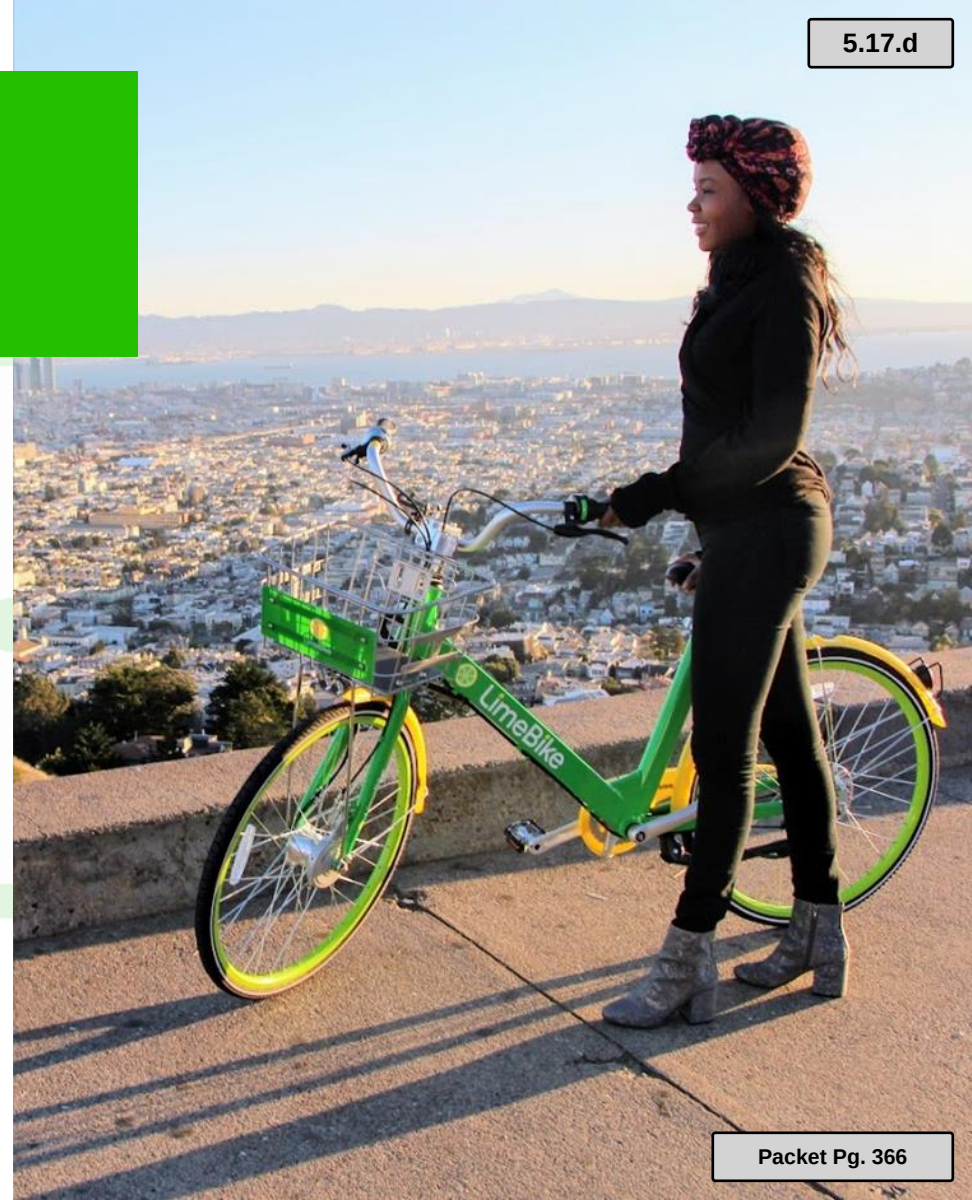
#LIMENATION



5.17.d

What sets Lime apart

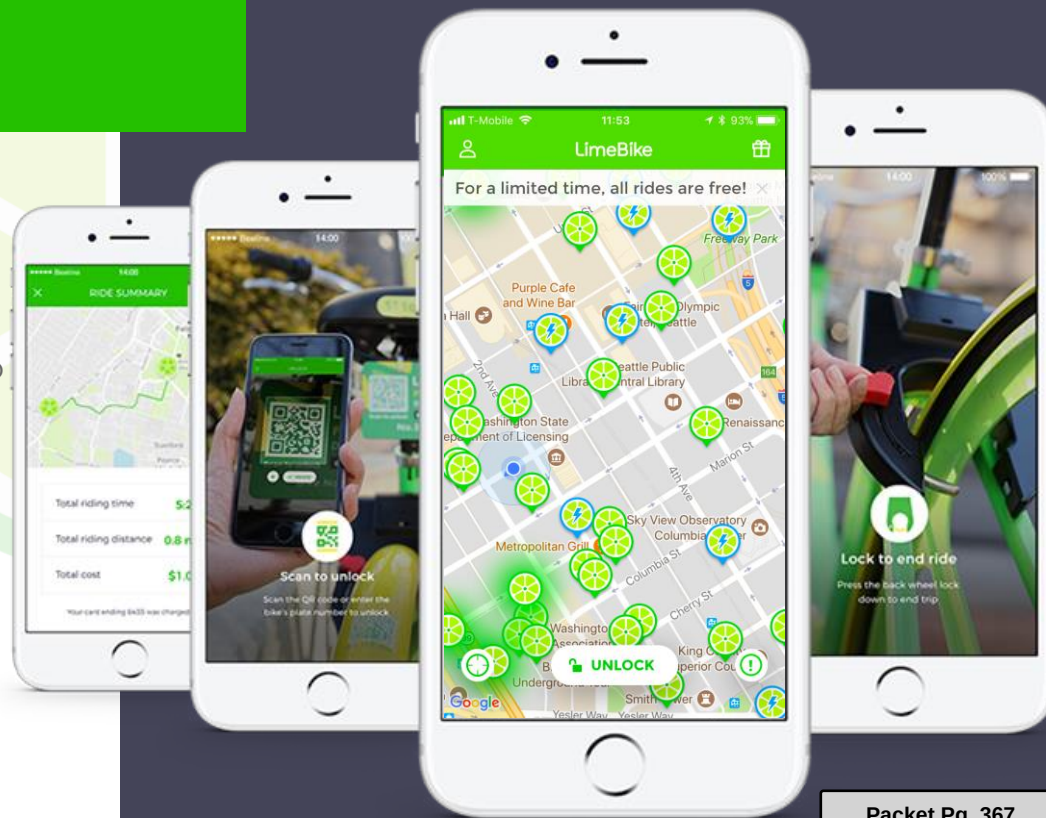
- No funding required to operate and expand our service
- American company that's well-funded by top Bay Area investment firms means we're a stable, long-term provider
- Complements city mobility objectives
- Equitable mobility option for low- and moderate- income riders
- Advanced dock-free technology allows our fleet to be widely available to the community
- Simple, more affordable pricing makes smart urban mobility more universally accessible

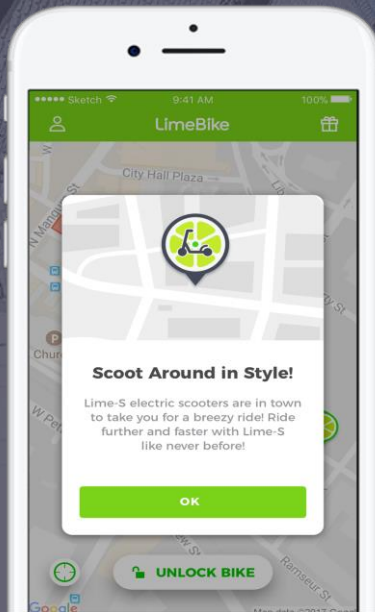


It's Easy to Locate, Unlock, Ride and Pay

New technology allows us to create a seamless smart mobility experience

- 1 Find available rides on our live GPS map
- 2 Unlock with QR code or plate number
- 3 Lock the back wheel (for bikes) or in-app (for scooters) to end the ride
- 4 Easily & safely track & pay for each ride





Lime-S

Electric Scooters

Hop on and ride!

Smaller and more agile than a bike, Lime-S electric scooters are a convenient new mobility option that let you zip around the city pedal-free.

They require minimal parking space and are incredibly fun to ride!

MAX RANGE:
37 miles

MAX SPEED:
14.8 MPH

PRICE FOR USERS:
\$1 unlocking fee
\$0.15/minute to ride



Lime Juicers

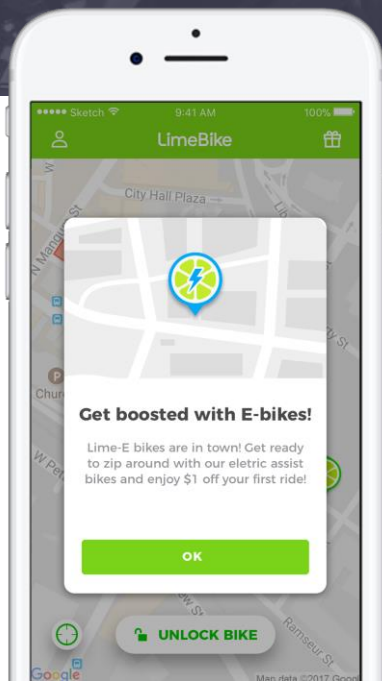
Community members can earn money charging Lime scooters!

- 1) Juicers sign up through our app
- 2) Every evening, Juicers reserve scooters for charging
- 3) Juicers retrieve scooters and charge them overnight
- 4) Juicers return scooters to designated locations in the morning - and get \$\$!



Lime-E

Electric Assist Bikes



Why go electric?

Lime-E senses the torque being put on the pedals and adds just the right boost to help you get where you're going quickly and effortlessly.

No strain. No sweat. Just a simple, cost effective way to turn the last mile into the last several miles even over the hilliest urban terrain.

MAX RANGE:

62 miles

MAX SPEED:

14.8 MPH

PRICE FOR USERS:

\$1 basic unlocking fee
\$0.15/minute to ride



LimeBike

Smart Pedal Bikes

Our specially designed bikes are CPSC and ISO certified and safe and comfortable to ride.

- 1 Solar Panel charges battery supply
 - 2 Smart IoT Technology 3G/GPS-enabled, mobile app-synced smart lock
 - 3 Safety-Tested Wider tires, drum brakes, bright color, lights and frame load tested with 880 lbs and CPSC/ISO
 - 4 certified
 - 5 Maintenance-Free Airless tires and durable parts to withstand elements and frequent use
- Easy to Ride Lighter frame for easier use

Follow Local Regulations & Ride Safely

5.17.d

Lime puts safety first

- 1 Follow all traffic laws and regulations
- 2 Wear a helmet and watch for obstructions
- 3 Park responsibly and do not block entrance ramps or pedestrian walkways
- 4 Do not ride on sidewalks

STEP 2
FOLLOW LOCAL
HELMET
REGULATIONS

USE CAUTION
GOING DOWNHILL

OBSTRUCTIONS

WATCH FOR

STEP 6
PARK YOUR
LIME-S SAFELY

Lime Fleet Pricing

Lime Access

Cash-based solution for qualifying low-income individuals

LimeBike:
\$5 for \$100 of ride credit

Standard Price

Available to anyone with the Lime app

LimeBike:
\$1/30 min

Lime-E & Lime-S:
\$1 to unlock + \$0.15/min

Student Pricing

Special discounts available to university students, faculty, and staff with .edu email address

LimeBike:
\$0.50/30 min

Managing Dock Free Operations

On-the-ground team led by a local General Manager



Operations Our operations team actively manages our smart mobility fleet, rebalancing bikes and scooters and responding to any support calls.

Customer Service We maintain 24 hour customer service and respond to urgent issues within 2 hours during regular business hours.

Fleet management Our team will rebalance under-utilized bikes and scooters to meet higher demand and ensure equitable service distribution.

Maintenance We cover all maintenance and routine checks of equipment.

Our Approach to Smart Parking

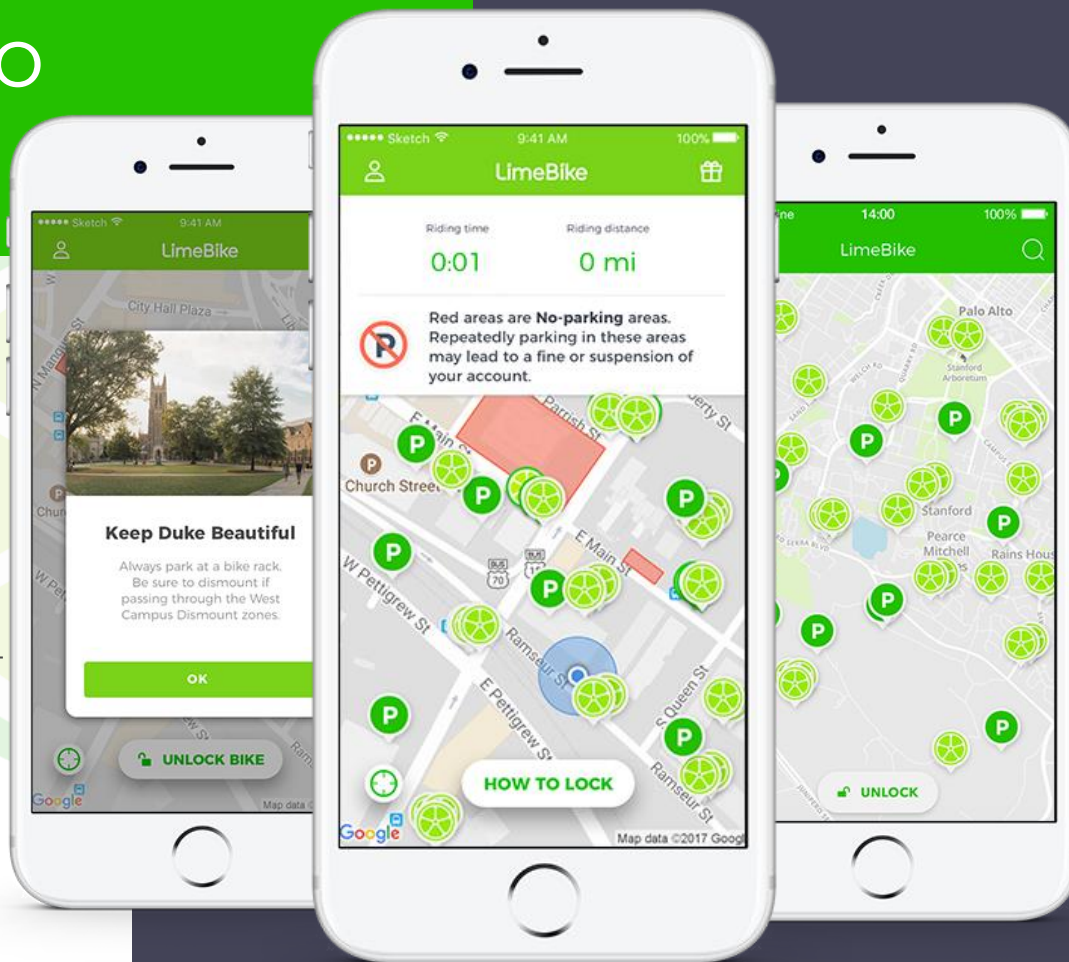
- Educate riders on legal parking regulations
- In-app instructions on how & where to park
- Geo-fence existing legal parking areas in our app
- Reward riders for parking properly
- Partner with cities to develop more bike- and scooter-friendly parking
- Our operations team will respond to parking concerns



Available
Bikes &
Scooters

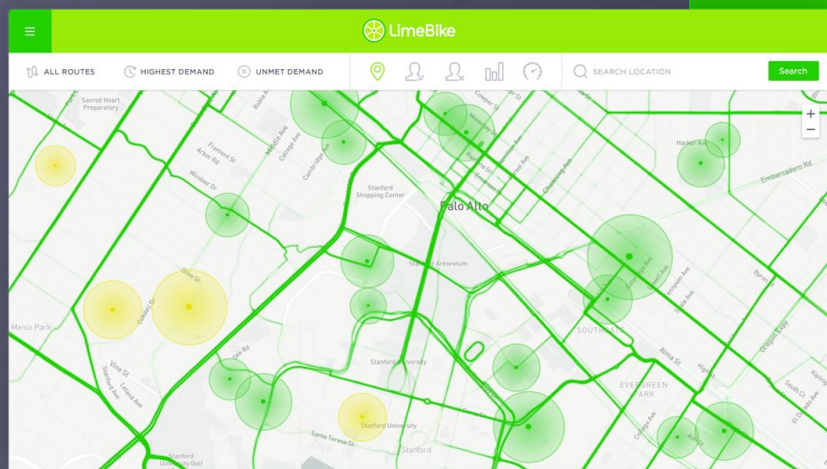


Recommended
Parking Spots





We use data to make urban mobility smarter



- Free of docking stations, the optimal smart mobility program can be designed based on usage and actual rider demand data
- We estimate having 1 bike or scooter per 100 residents to serve the entire community
- We share our data with cities for smarter mobility planning
- We support existing public transit, with 40% of our rides starting and finishing near transit stops

Lime Service to Seattle's Columbia City

- Columbia City is one of Seattle's most ethnically & economically diverse neighborhoods
- Within days of launch, 20-30% of LimeBikes were in areas Pronto never served - including Columbia City - at no taxpayer cost

 Pronto bike
program coverage

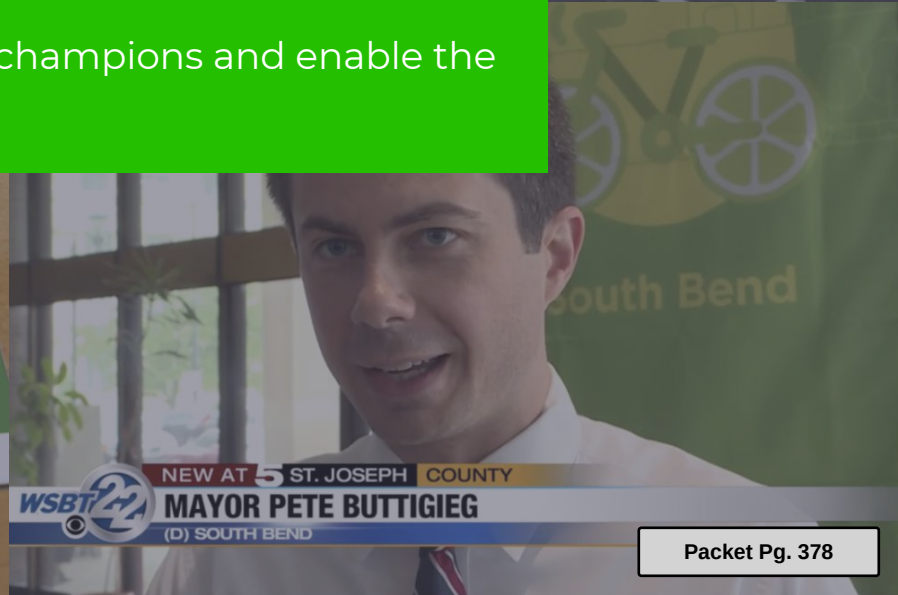
 Current
LimeBike coverage

We Invest in Your Community

Lime engages with local businesses, schools, officials and associations to nurture long-lasting partnerships. We leverage:

- local press
- street teams and events
- social media
- and online ads

to educate, promote and empower local champions and enable the change we all want to see.



NEW AT 5 ST. JOSEPH COUNTY

MAYOR PETE BUTTIGIEG

(D) SOUTH BEND

Lime Access

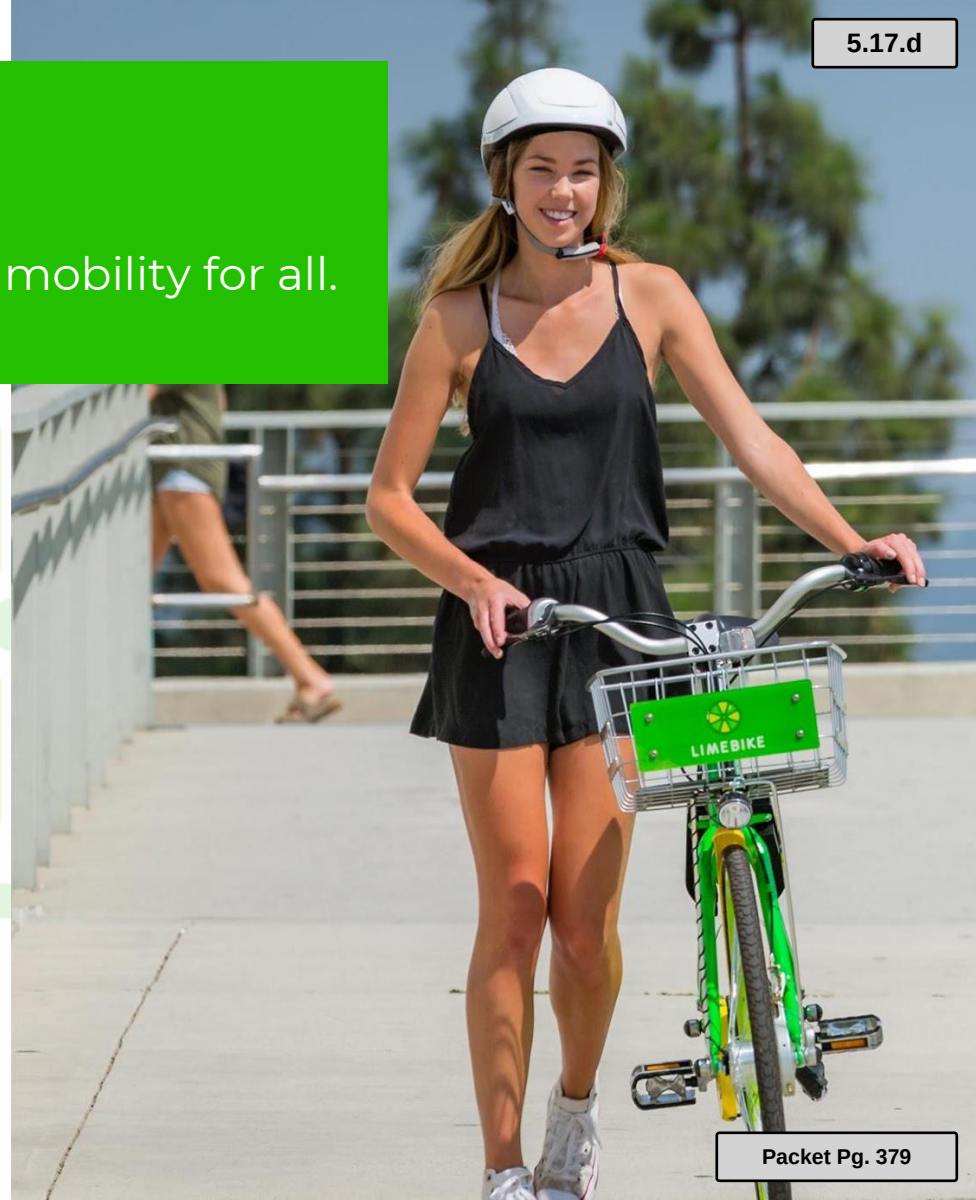
At Lime, we believe in providing mobility for all.

That's why we've created Lime Access - an affordable way to use Lime in your city. We're also proud to partner with PayNearMe and to support a text-to-unlock feature, both of which promote equitable mobility by removing the barrier of smartphone and credit card ownership.

To qualify for Lime Access, an individual simply needs to demonstrate qualification or participation in any state or federally-run assistance program.

Lime Access members can purchase 100 rides on our LimeBike pedal bikes for just \$5.

Once you've joined Lime Access, you can pay through our app using a credit/debit card or Apple Pay. Alternatively, you can pay using cash at one of PayNearMe's 27,000+ retail locations.



How Do We Help Cities Lead the Smart Mobility Revolution?

- Design a smart mobility program using in-app data to ensure service to entire community
- Integrate bikes and scooters with mobility priorities
- Share our data from usage to enhance mobility planning
- Work with local partners to ensure effective and enhanced local parking solutions
- Phased-in integration and the ability to deploy future phases at no-cost
- Public education and promotion to ensure wide adoption



Experienced Team at Lime

Experienced Local Team

- US-based company and HQd in Silicon Valley
- Experienced team in tech, local and federal government

Financial Stability

- Backed by Tier-1 Silicon Valley VC Firms including Andreessen Horowitz
- Hundreds of millions in financing gives us the unique ability to invest in technology and equipment to lay the groundwork for successful programs
- Self-sustaining and well-documented long-term financial model

Thank You





DOCKLESS BIKE SHARE

the ofo story

“anywhere, anytime”

ofo at a glance

21
COUNTRIES





200+
CAMPUSES



200M+
USERS



250+
CITIES



32M+
RIDES/DAY

a safe, smart & efficient bike

- 1 Hydraulic Seatpost
- 2 Bell for warning pedestrians, vehicles, and other cyclists
- 3 Solid, airless tires
- 4 Low step-through design, lightweight frame
- 5 Kickstand for upright parking without a docking station
- 6 GPS enabled, mobile-synced, smart lock. Data can be used to inform transportation planning



how ofo works



DOWNLOAD
the “ofo” app



UNLOCK
by scanning the QR code
(black square).



RIDE!
Park the bike in a bike
friendly location. Slide lock
back into place to end ride.

our smart lock

1 DESIGN

High durability ensures great performance in all weather

2 PIN PAD

For unlocking without a data plan or smartphone

3 BLUETOOTH

Bluetooth-enabled smart lock easily unlocks when synced with the app

4 GPS

GPS functionality allows users to locate ofo bikes through the app



commitment to bike quality & safety

2 Rounds of Manufacturer Testing during Assembly

3rd Party ISO and CFR Testing

Local, Routine Quality Assurance Inspections

Regularly Scheduled Maintenance and Inspections



operations

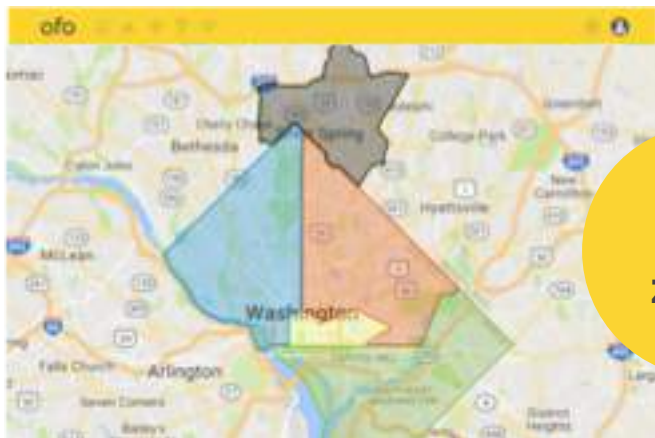
ofo operations overview



ofo patrol team



**PATROL
ZONES**

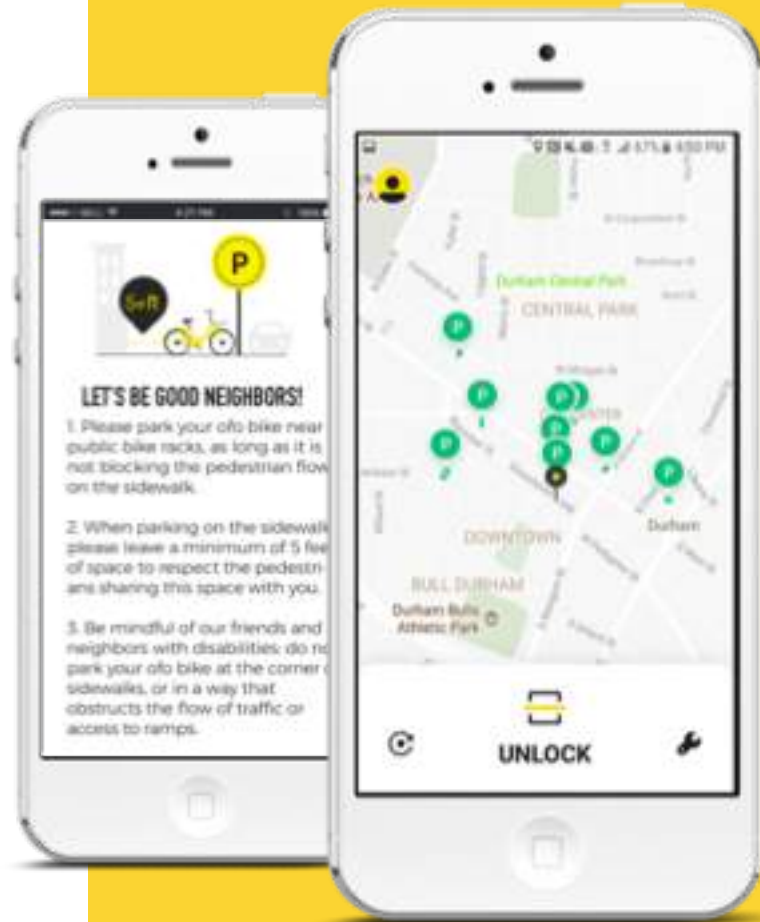


**VAN
ZONES**



our approach to parking education

- **Create parking guidelines** with city
- **Communicate** parking guidelines through the app
- **Incentivize** proper parking through in-app ofo score
- **Designate Preferred Parking Areas** virtually or physically



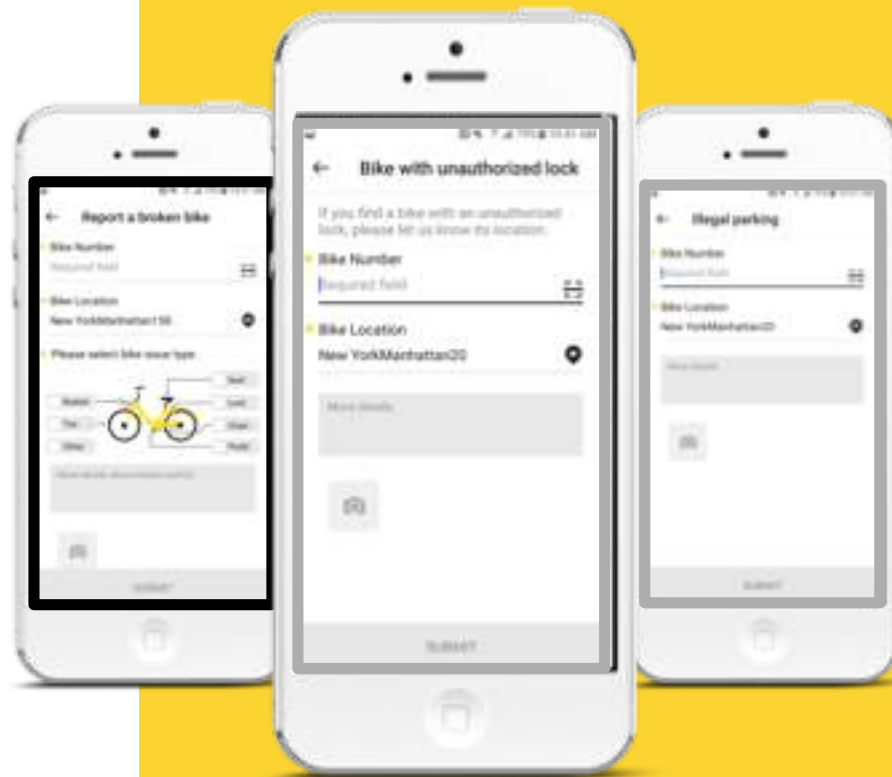


24/7 customer service



Customer Service Contact Information
Clearly Labeled on the Frame of our Bike

Users can report a problem with a bike
or bike parking via the ofo app





Servando Esparza

Head of Public Policy - Central Region
servando@ofobike.com

Support

314-722-6586
support@ofo.com



Guidelines for the Regulation and Management of Shared Active Transportation

Version 1: July 2018

In this guide:

Introduction	2
Shared Active Transportation	2
The Public Authority	4
Managing Shared Active Transportation	6
Policy areas where all cities should be in alignment	6
Oversight & Authority	7
Data Standards	8
Small Vehicle Standards for the Shared-Use Context	9
Policy areas where issues should be evaluated at a local level	10
Small Vehicle Parking	11
Community Engagement and Equity Programs	19
State of Practice	21
Fleet Size and Service Area	21
Small Vehicle Distribution	27
Fees and Pricing	32
Equity Programming	36
Permit Overview	40

Introduction

Shared Active Transportation

Over the past decade, **Shared Active Transportation** systems have become a common sight on North American public streets and rights-of-way, creating new mobility opportunities and changing the way people move around their cities. To create these systems, cities, local governments, and trusted civic partners (e.g. downtown alliances, community-based development organizations) have typically followed a careful, coordinated process; developing structured public-private partnerships, vetting companies through competitive bidding, and managing and regulating systems through binding contracts, to ensure the best outcomes for the public.

Over the past decade, the long-term public-private-civic/non-profit partnerships developed for, by, and along with bike share systems in the U.S. have helped this new transportation option to thrive. In many places, this coordination between cities, operators, and other community stakeholders has allowed bike share practitioners to grapple with complex issues around access and equity, expanding transportation options for low-income people, and focusing investments in communities with histories of chronic disinvestment.

What is Shared Active Transportation?

Companies rent small, shared-use-specific, vehicles to the public from multiple locations within the right-of-way. To date, these small vehicles include: bikes, e-bikes, scooters, and e-scooters, but other vehicles may be under development. Typically, Shared Active Transportation small vehicles are stored in the public right-of-way.

In the initial (also known as “station-based” or “docked”) bike share systems, customers picked and returned bikes at stations placed strategically throughout the right-of-way and adjacent public and private property. In the new (also known as “dockless”) systems, stations are eliminated, small vehicles can be picked up or left anywhere absent regulation, and small vehicle rental is facilitated through an app. As the technology advances, most companies are moving toward hybrid options, where systems can be station-based, or dockless, or both depending on need.

- **Shared Active Transportation** – a network or system of small vehicles, placed in the public right-of-way and for rent in short time increments, that provides increased mobility options over short distances in urban areas
- **Small Vehicles** – bikes, scooters, e-bikes, e-scooters, and other small, wheeled vehicles designed specifically for shared- use and deployed by Shared Active Transportation companies

In January 2017, a new breed of Shared Active Transportation companies began operating on North American public streets and rights-of-way. Many of these companies initially launched absent contracts, permits, or business licenses, often completely independent of municipal knowledge, policy making, or existing partnerships and community programs. In response, cities have developed new permitting and licensing structures to manage them and to ensure that public needs stay at the forefront of new mobility advances. These companies and their operations typically differ from the initial systems in three ways:

- They are not selected by the municipality or approved civic partner via a competitive bidding process.
- They are not managed or regulated through a contract or legal partnership agreement.
- To date they exclusively use the “dockless” technology model.

This document provides guidance for cities and public entities as they look to manage and regulate Shared Active Transportation Companies that are not otherwise managed through competitive procurement processes or contracts. It focuses on clearer and more formal management of public-use mobility options that are not created under the auspices of a public entity. The regulatory focus of this document is not based on the technology or the business plan. Rather, as businesses operating on city streets, Shared Active Transportation Companies need to be overseen and regulated by public entities when they are not otherwise managed through existing processes.

The guidance is divided into broad categories: policy areas where cities should be in alignment and places where policy should be decided at a local level. In addition, this guidance provides a state of the practice overview for key issues such as determining allowable fleet sizes, ensuring engagement and equity-focus programming, setting permit fees, and vehicle distribution. This overview is meant to provide an at-a-glance look at how different cities are approaching the same issues, providing cities with the best possible information as they decide how to manage and regulate Shared Active Transportation Companies in their jurisdictions.

As the landscape of Shared Active Transportation is rapidly changing, this document will be reviewed and updated approximately 6 months after release, and updated as needed after that.

The Public Authority

Codified in city charters, state constitutions, and laws across North America, is the fundamental responsibility of cities and public entities to ensure safe passage on public rights-of-way, to protect public health, safety and welfare, and govern commerce in the public right-of-way and on private property. From this responsibility comes government's authority to regulate and manage activity and commerce in the public street, such as Shared Active Transportation companies.

If and why cities choose to allow Shared Active Transportation companies to operate on their streets is a local decision. Some cities may find that allowing Shared Active Transportation companies to operate in their jurisdictions in a managed and orderly fashion meets and supports city goals. Others may equally conclude that, such companies impede or detract from local policy goals and should be limited or banned from operating. In many places, cities have intentionally procured and promoted bike share systems as key tools in larger sustainability and mobility plans, conceiving of bike share as part of a package of services provided to the public. In other places, bike share has been a stand-alone addition to the landscape, largely divorced from municipal mobility planning and policy. Demonstrations or pilots may provide useful information on how Shared Active Transportation can best serve a specific city but only if the city is explicit about what it hopes to test and learn.

As cities look to manage Shared Active Transportation, they need to be clear on where and when company goals align with public benefits and to carefully define the terms of success. In thinking through regulation, incentive-based tools may become increasingly important to ensure that the public benefits. In particular, introducing or expanding Shared Active Transportation options provides cities with opportunities to develop, require, and fund necessary equity and engagement programing that can increase ridership and help meet mobility needs. For example, in St. Louis, companies can only expand past 2,500 bikes if they develop and implement a social equity plan and meet other ridership requirements.

Many of the newer small vehicles in the Shared Active Transportation arena—e-bikes, scooters, e-scooters—exist in a regulatory grey area, regulated in a limited fashion on an individual or recreational level but not envisioned en masse or in an automated rental scenario. For example, rules are inconsistent from city to city on where e-scooters or e-bikes allowed to operate or even how they are defined. This murky equipment landscape further complicates regulation. Part of the success of bike share over the past decade has come from the high quality of bike share bikes which need to meet different and often higher safety standards than bikes developed for personal use because they are intended for shared-use and remain in the public realm at all times (examples of shared-use equipment standards include: always-on front and rear lights that remain illuminated after the bike stops, or fully-enclosed and tamper-proof brake cables).

When and where governments choose to exercise their authority varies from city to city. However, the mechanisms for how and why cities can regulate generally fall into similar categories:

Commerce on the public right-of-way

The small vehicles deployed by Shared Active Transportation Companies are commercial equipment. In most places, business cannot be conducted in the public right-of-way without an appropriate permit. Though cash or credit payments are conducted through an app, the transaction is completed within the right-of-way. Shared Active Transportation rentals should be regulated similarly to other businesses.

Zoning regulations

In places where Shared Active Transportation companies propose to conduct some or all of their business from private property, local zoning may apply. Most zoning codes designate what kinds of businesses are permitted where. There is wide variation in how local zoning codes are promulgated, so using zoning as a mechanism to regulate Shared Active Transportation Companies is a local decision. For example, in at least one community, public bike share is explicitly defined and permitted in the zoning code but private bike share is not. Therefore, renting out bikes is not permitted on private property, because it is not an allowed use under zoning.

Regulating where small vehicles are permitted

Regulations about how small vehicles are parked on public property also falls under the general framework of health and safety. If a municipality permits an operation – whether it be an ice cream stand, outdoor dining, or a parked bike/scooter – it can designate the area where the activity is permitted to be.

Existing Contracts

Municipalities with existing contracts with vendors to run local bikeshare systems may have exclusivity or other provisions which limit the municipalities' ability to permit additional vendors/operators of bikeshare to operate or do business within the municipality. The specific language of the contract dictates how much the municipality has to do to actively discourage these operations and may range from simple notifications to removal of unauthorized bicycles. These contracts may or may not apply to other small vehicles such as scooters, one wheels, e-bikes or others depending on the contract language.

Managing Shared Active Transportation

Policy areas where all cities should be in alignment

All cities and local governments should ensure that their contracts, permits, and licenses address the following core issues in substantively similar ways in order to comprehensively manage and protect the public right-of-way and provide a level playing field for this new and evolving industry.

In this section:

- Oversight & Authority
 - General Provisions*
 - Operations Oversight*
 - Public Communications Oversight*
- Data Standards
 - Provision & Access*
 - Quality & Accuracy*
 - Privacy*
- Small Vehicle Standards for the Shared-Use Context

Oversight & Authority

General Provisions

1. Bike share companies and other mobility service providers are only allowed to operate in the public right-of-way with legal permission (e.g. license, permit, contract) from the City or relevant local government.
2. Cities should reserve the right to limit the number of companies operating (e.g. cap the number of permits or licenses issued, issue exclusive contracts, permits, or licenses).
3. Cities should reserve the right to revoke permits, licenses, or contracts from specific companies (e.g. when a company fails to comply with permit, contract, or license terms, or fails to meet national accreditation standards if applicable).
4. Cities should reserve the right to prohibit specific companies from operating in the public-right-of-way based on conduct or prior conduct (e.g. when a company deploys equipment prior to applying for a permit, license or contract, or fails to comply with permit, contract, or license terms).
 - *Note:* Cities may want to consider accreditation by, or conduct code violations recorded by, national organizations such as NABSA (US/Canada) or BikePlus (UK), in addition to examples and experiences in other North American cities, when issuing permits, licenses, or contracts.
5. Cities should reserve the right to establish operating zones and fine companies for bikes and equipment found outside of those designated areas.
6. Cities should limit the duration of licenses and permits to a fixed time period (e.g. 6-12 months) and require all companies to re-apply for each renewal. Contracts developed as the result of competitive bidding processes may have a longer duration. Companies should be aware that cities may update permits terms over time.
7. Cities should charge fees that accurately reflect the cost of regulating, overseeing, and managing bike share and assess penalties or recoup costs to the city for non-compliance with contract, license, or permit terms. (See State of Practice: Permit Fees Table)
8. Cities should require companies to hold insurance and indemnify the city.

Operations Oversight

1. Cities should require companies to remove small vehicles (e.g. damaged, abandoned, improperly placed etc) within contractually agreed-upon time frames and assess penalties for failure to do so.
2. Cities should require companies to come to agreement with the city on procedures and protocol for:
 - extreme weather (e.g. blizzards, hurricanes, floods)
 - emergencies (e.g. earthquakes, fires, etc)
 - special events (e.g. marathons, events, parades, film shoots, etc)
 - maintenance (e.g. snow and trash removal) for small vehicle parking zones.
3. Cities should require companies to provide 24-7 contact information (name, phone number, and email) of a locally-based manager/operations staff with decision-making power who can respond to city requests, emergencies, and other issues at any time.
4. At the city's request, provide staffing and operations plans.

Public Communications Oversight

1. Require all companies to create and maintain a city-specific website and/or social media platform that explains the terms of service, including user instructions, privacy policies, and all fees, costs, penalties, and unexpected charges, in all languages required by the City.
2. Companies shall place a customer service contact phone number, answered 24 hours a day, 7 days a week, on all small vehicles and other equipment (e.g. signage, racks etc), which connects the public to local management and operations teams.

Data Standards

Companies operating in the public right of way must provide cities and local governments with accurate, complete, and timely data about how Shared Active Transportation services are used and, in an appropriately anonymized fashion, who is riding.

Data Provision & Access

Format:

1. At a minimum, all data should be provided to the city in the General Bike Share Feed Specification (GBFS) format. In addition to GBFS, cities ensure that additional data fields that record small vehicle location are also required. Cities should be aware that GBFS cannot measure maintenance status, small vehicle condition, or record customer complaint reports. In developing data standards and adding small vehicle field(s), cities should look to the data requirements created by Los Angeles, Chicago, and Washington DC.
 - Los Angeles: <https://github.com/CityOfLosAngeles/mobility-data-specification>
 - Washington DC: *To be released—contact DDOT directly.*
 - Chicago: <https://chicago.github.io/dockless-bikeshare-reporting-manual/>
 - GBFS: <https://github.com/NABSA/gbfs>
2. Additionally, cities should retain the right to request aggregated reports on system use, compliance, and other aspects of operations (e.g. parking complaints, crashes, damaged or lost small vehicles). Cities should request the data in any reports to be provided in .csv, .exls, .xlsm, or similar format, in addition to the report format.
3. Cities shall require that companies make anonymized trip data available to the public for use in creating apps that are not affiliated with the companies or city.

Process:

1. All data shall be provided directly to the city, or to a city-approved 3rd party data aggregator such as Shared Streets, or university/academic institution.
2. Cities should retain the right to require that companies send an opt-in user survey to all users and to provide input into survey questions.
3. At a minimum, aggregated data shall be provided to the city on a weekly basis, or at a timeframe specified by the city.
4. Cities should require companies to retain all records in full accordance with local and state records retention policies.

Data Quality and Accuracy

1. In order to accurately convey small vehicle location, use patterns, and other information, all small vehicles shall ping, at a minimum every 90 seconds while in use.
2. In order to ensure that small vehicle locations are known even when the small vehicle is not in use, all data shall be provided by GPS equipment that is affixed to the company's small vehicle (e.g. not customer phones). This does not include phone-based location services information, used by customers, to locate a small vehicle or track their own personal route.

Data Privacy

1. All companies must ensure customer data privacy and that company policies are in accordance with city data privacy policies.
2. Cities should require companies to provide a clear, written justification for why they need access to each type of customer files (e.g. contacts, camera, photos, location, other apps etc.)

3. Customers shall not be required to share personal data with 3rd parties (e.g. advertisers, investors etc.) in order to use the mobility services.
4. Customers shall not be required to provide access to their contacts, camera, photos, files and other private data to use the mobility service. Location services may be required to use the service for the purpose of locating nearby vehicles, but not for providing trip-level data. For camera and photo access, cities should encourage companies to work with phone software companies to develop “only-open-when-app-is-running” options.
5. Companies must provide customers with clear, prominent notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and should not be buried in larger terms-of-service notifications.
6. Customers may opt-in (not opt-out) to providing access to their contacts, camera, photos, files, other private data and 3rd party data sharing.

Small Vehicle Standards for the Shared-Use Context

Companies must provide small vehicles and other equipment that is safe for public use and developed for the shared-use context.

1. All small vehicles must comply with safety standards established by the CPSC and all other federal, state, and city safety standards:
 - For **regular bikes**, refer to ISO 43.150
 - For **e-bikes/electric-assist bikes**, refer to CPSC Public Law 107-309 for Low Speed Electric Bicycles for maximum engine wattage. Please note that these standards are evolving.
 - For **scooters**, refer to CPSC in Public Law 107-309 for standards around for weight bearing. Please note that these standards are evolving.
2. In addition to safety standards established by the CPSC, companies must provide small vehicles that meets all state and local safety standards.
3. For all electric-assist small vehicles (e.g. e-bikes, e-scooters), the maximum motor-assist speed shall be 15mph.
4. All small vehicles must have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the bike has stopped.
5. All small vehicles must have, and clearly display, a unique, permanent identification number that is provided to the city.
6. Companies must ensure that all small vehicles are inspected, maintained, and/or replaced on a mutually agreed-upon schedule with the city.
7. Companies have the ability to remotely lock-down individual small vehicles (e.g. when they are deemed/reported unsafe.)

Policy areas where issues should be evaluated at a local level

In developing regulatory frameworks for managing Shared Active Transportation on city streets, cities and municipalities should also address key questions around space in the right-of-way and how to best provide engagement and equity focused programming. Reconciling these question in ways that best meets local needs and context is essential to the success of any Shared Active Transportation program. This section outlines current known strategies and provides examples that cities should consider in developing permits, licenses, contracts, and pilots.

In this section:

Small Vehicle Parking

Locking Options

Where in the Right of Way?

How can space be provided or marked?

Community Engagement and Equity Programs

Discount Programs

Engagement Programs

Small Vehicle Parking

Despite being “dockless,” allowing Shared Active Transportation companies and customers to leave small vehicles on public property requires cities and local governments to designate places where those small vehicles may be parked. In some cities, Shared Active Transportation parking is unrestricted or “free floating,” meaning that customers can leave bikes and scooters anywhere. In other cities, companies are required to tell their customers to only leave bikes and scooters in the curb strip or furniture zone, although enforcement abilities are limited. Most recently, a few cities have required that all dockless bike share bikes include a “lock-to” option in order to create a more orderly system.

Currently, the limitations of GPS and geo-fencing technologies means that there is not a comprehensive, remote/data-based way to enforce small vehicle parking locations. Typically, GPS can determine locations within about 5'-10' but not to the finer degree of accuracy needed for enforcement. Most cities rely on reported problems and spot-checks to assess compliance. As geofencing technologies are improved and refined, it may be possible to use it to ensure parking locations.

Locking Options

Unrestricted

Small vehicles (e.g. bikes and scooters) can be left anywhere that doesn't block ADA-required sidewalk space.

Pros

- Small vehicles can be left anywhere which makes point to point trips easier.
- The program is simple to understand.

Cons

- Parked small vehicles can easily end up blocking sidewalks, driveways, crosswalks which can reduce space and impede access for pedestrians, especially people with disabilities.
- Reports of “clutter” can impact the image of the program.

Other considerations

- If small vehicles are often parked incorrectly and block accessible travel paths space and access in the public ROW, this may also open the government to potential lawsuits.

Encouraged Placement

Small vehicles can be left most places with some limitations and can depend on the geographic area (e.g. only in the “furniture zone,” or more restrictions in crowded pedestrian areas like CBDs)

Pros

- Small vehicles can be left in most places which makes point to point trips easier. The program is relatively simple to understand.

Cons

- Can be difficult to inform and explain to all customers where small vehicles can be left.

Other considerations

- Cannot enforce remotely or via data, must rely on reports or inspections.

Lock-to

Small vehicles are required to be locked to a fixed object.

Pros

- Small vehicles are left in orderly fashion and do not block pedestrian access.

Cons

- Small vehicle parking opportunities may be limited. Using existing racks for shared-use small vehicles may limit supply for personal bikes.

Other considerations

- Cities may need to increase overall bike parking options, or require companies to provide small vehicle parking, in order to accommodate increased demand.



Where in the Right-of-Way?

No matter how a city chooses to regulate parking for Shared Active Transportation small vehicles, they have many options for where that parking can go.

In the Street

Small vehicles are parked within a demarcated space on the street, such as in a car-parking spot. Some cities have repurposed no-parking zones near intersections for bike and bike share parking, as they have a lower profile and do not interfere with the line of sight for pedestrians or drivers.

Pros

- Keeps small vehicles away from pedestrian movement and does not impact ADA access.
- Can improve or preserve sightlines for crossings (especially if an area where cars frequently illegally park). When considered in light of traffic safety plans, on-street bike parking can help to calm traffic (see [NACTO: Bike Share Siting Guide](#))

Cons

- May get pushback on actual or perceived removal of parking.
- If using fixed racks, companies and/or cities will need to develop maintenance agreements with local/private entities to address typical issues like trash and snow removal.

Other considerations

- Many cities choose to demarcate on-street bike parking with signage, planters, or flexible delineators to increase visibility and provide some protection from moving vehicles. (See Corrals)

On the Sidewalk

Small vehicles are parked anywhere on the sidewalk or pedestrian plazas.

Pros

- People are used to racks on sidewalks.
- Does not take car parking.

Cons

- Takes space away from pedestrians and can impede pedestrian and ADA access.
- Small vehicles can easily fall and begin to block the pedestrian clear path. Improper small vehicle parking, even by a few inches, can significantly degrade pedestrian access.
- Many sidewalks are too narrow for provide bike parking and retain 6' pedestrian clear path. (see NACTO: Bike Share Siting Guide)

Other considerations

- Bike parking on the sidewalk may encourage sidewalk riding, which is illegal for adults in many cities. A potential unintended consequence is that minor infractions, such as sidewalk riding, are often disproportionately enforced in communities of color.
- Companies will need to develop and actively publicize clear, multi-language instructions to explain to people which parts of the sidewalk are acceptable for small vehicle parking. E.g. many cities only allow small vehicles to park in the “furniture zone” (the portion of sidewalk between where people walk and the curb, often where you’ll find other street signs, street furniture, trees, parking meters, etc.) but this concept is not widely understood.

How can space be provided or marked?

Providing clarity around where small vehicles can or should be left is essential to a successful program.

Painted Boxes**Pros**

- Inexpensive and quick to install with in-house crews, can put many throughout a city or district.
- Unique/interesting sidewalk treatment that provides an opportunity for branding and creativity.
- Offers some predictability to Shared Active Transportation systems. Multiple companies can and should share the same space.

Cons

- Paint will wear out over time and boxes may be less clearly understood as small vehicle parking.
- May not fully address “clutter” issue as small vehicles are not locked to anything and may easily fall over or be parked outside the box.
- Some cities may find it challenging to align contractors for small jobs.
- If on the sidewalk, boxes should only be considered on wide sidewalks or places with very limited pedestrian activity.

Other considerations

- Since these will only be useful to Shared Active Transportation vehicles (as opposed to personal bikes or scooters), cities may want to require that the companies to pay the planning and materials associated with this treatment.
- Cities will have to allocate staff time to identify locations and conduct necessary outreach with communities.
- For signage, consider having a neutral color/design, or having multiple logos on each sign.
- If requiring that small vehicles only be left in boxes and/or other designated areas, follow [NACTO station density guidelines](#).



Street Corrals

Pros

- Relatively inexpensive and quick to install with in-house crews, can put many throughout a city or district.
- Easy to understand as Shared Active Transportation parking and can serve as additional parking for personal bikes as well.
- Offers predictability. Multiple companies can and should share the same racks.
- Ensures that Shared Active Transportation vehicles do not impede pedestrian clear-path or sidewalk.
- Addresses “clutter” issue.

Cons

- Typically takes parking (when placed in the street).

Other considerations

- Cities should not repurpose existing bike corrals (and racks) for Shared Active Transportation as that significantly limits bike parking availability for people using their own personal bikes.
- Cities will have to allocate staff time to identify locations and conduct necessary outreach with communities.
- Cities should consider rack costs when determining permit or license fees.
- Companies will need to guarantee maintenance or enter into a maintenance agreement with other private entity (typical issues include trash and snow removal). Cities using Street Corrals should ensure that maintenance responsibilities are spelled out in permits and licenses.
- If requiring that small vehicles only be left in corrals and/or other designated areas, follow [NACTO station density guidelines](#).



Signed Sidewalk Racks

Pros

- Relatively inexpensive and quick to install with in-house crews, can put many throughout a city or district.
- Easy to understand as Shared Active Transportation parking and can serve as additional parking for personal bikes as well.
- Offers predictability. Multiple companies can and should share the same racks.
- Addresses “clutter” issue.

Cons

- Only viable on wide sidewalks or places with very limited pedestrian activity.

Other considerations

- Cities should not repurpose existing bike corrals (and racks) for Shared Active Transportation as that significantly limits bike parking availability for people using their own personal bikes.
- Cities will have to allocate staff time to identify locations and conduct necessary outreach with communities.
- If racks are only meant for Shared Active Transportation vehicles (as opposed to personal bikes or scooters), cities may want to require that the companies pay for the planning and materials associated with this treatment.
- Cities should consider rack costs when determining permit or license fees.
- For signage, consider having a neutral color/design, or having multiple logos on each sign.
- If requiring that small vehicles only be left at racks and/or other designated areas, follow [NACTO station density guidelines](#).



Geo-Fencing

Pros

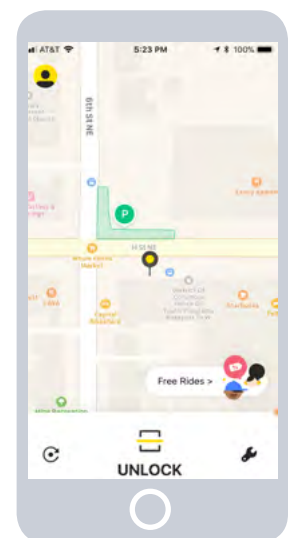
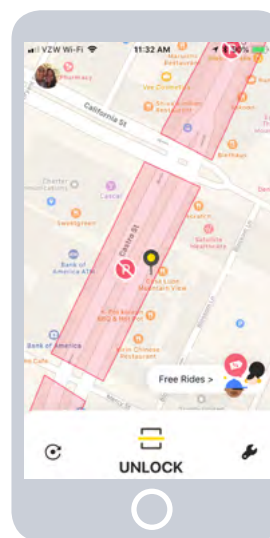
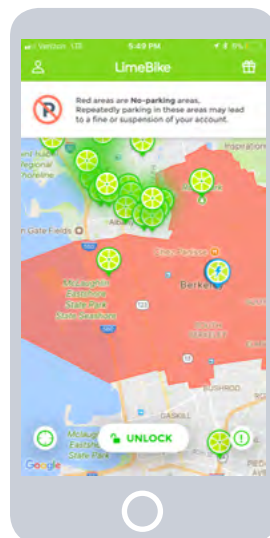
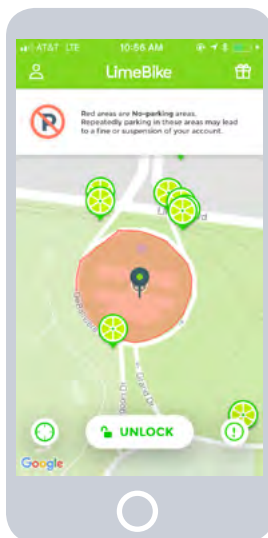
- Requires no physical installation of equipment
- Provides some control over parking where conflicts are likely to occur (i.e. high pedestrian traffic areas, aesthetically-focused landmarks)
- Can easily designate large areas where small vehicles are not allowed (e.g., neighboring municipalities, campuses)

Cons

- Accuracy is limited and insufficient to assess compliance on a street level. There have been numerous issues reported with app and data accuracy —“ghost” or missing bikes, more bikes than shown on the app, bikes not where the app shows them to be etc.
- User must open app when ending ride to look for geo-fenced areas. Opening the app is not currently required to end the ride, so user may not do this.
- Does not address “clutter” concerns.

Other considerations

- The accuracy limitations make geo-fencing a better tool for assessing neighborhood-level behavior, not exact street location.
- Companies must explain to users how and where geo-fencing is used (e.g., via app notifications, in-app map, email/text notification, language on bikes, signage on streets)
- If requiring that small vehicles only be left at geo-fenced areas and/or other designated areas, follow [NACTO station density guidelines](#).



Community Engagement and Equity Programs

In order to meet the mobility needs of their residents, cities with Shared Active Transportation systems must also focus policies and programs that ensure that these transportation systems are understood and can be used by all. Today, most cities and local governments require Shared Active Transportation companies operating in the public right-of-way to participate in public engagement efforts and provide pricing options that address the needs of low-income residents. This focus on equity, and developing appropriate programs and policies, make it possible for Shared Active Transportation to provide real transportation options to all residents.

Regardless of technology or operator, introducing or expanding Shared Active Transportation options provides cities with opportunities to develop, require, and fund necessary equity and engagement programming that can increase ridership and help meet mobility needs. In contract-based systems and those developed through competitive procurement processes, meaningful engagement programming can be achieved through contract language or agreements within a robust public-private partnership. In permit or license-based systems, milestones and incentives may be an effective mechanism. For example, the St. Louis permit does not allow Shared Active Transportation companies to expand their fleets unless certain equity-focused programming is developed and implemented.

This section provides an overview of discount and engagement programs and policies that cities should consider as they manage Shared Active Transportation companies operating in their jurisdictions. More information is available in publications produced by the [Better Bike Share Partnership](#).

Discount Programs

While there are many kinds of price discounts (e.g. student discounts, employee discounts etc.), equity-focused discounts are designed to reduce prices for low-income individuals. **Verification of who is low-income may be done in a variety of ways but all require strong coordination between government and the private sector.**

Tips for Income Verification

- Verification should be done in a fashion that is easy and fair (e.g. minimal steps, not subjective, does not take longer than a few minutes) for both the applicant and administrator.
- Verification should not require individuals to share personal information via unsecure methods, such as sending personal information or documents via email.
- The presence of income-based discounts, and what information is needed to qualify for them should be clear, well publicized, and available in, at a minimum, all languages required by the city.

Examples of Income-Based Discount Program Mechanisms:

- **Government Benefit ID (e.g. SNAP, TANF, WIC)**

Examples:

[Philadelphia Indego AccessPass](#)

[Detroit MoGo AccessPass](#)

[Metro-Boston Blue Bikes Income-Eligible Program](#)

[SFMTA Muni Lifeline Transit Pass for GoBike](#)

- **Proof of Public Housing residence**

Examples:

[New York and Jersey City Citi Bike NYCHA and JCHA discount](#)

- **Community Development Credit Union membership**

Examples:

[Washington DC Capital Bike Share Bank on DC program](#)

[NYC Citi Bike CDCU discount program](#)

- **Discount code distributed via designated community groups or service providers**

Examples:

[Portland OR's Biketown for All](#)

[Capital Bikeshare Community Partners Program](#)

- **In-person or phone verification**

Examples:

[Metro-Boston Blue Bikes Guided Enrollment](#)

[Bay Area Ford GoBike Bike Share for All Program](#)

In addition to providing reduce fares, some station-based systems, such as Philadelphia's Indego Bike Share and Detroit's MoGo Bike Share have developed [cash-payment options](#) via [PayNearMe](#) to address disparities in credit card access. Some "dockless" systems have also developed a cash-payment option for their services but, to date, they require income verification processes that put customers' personal information at risk (e.g. require customers to email copies of their photo ID, name, and proof of low income status, such as EBT card).

For systems that rely on smartphones to locate and unlock bikes, cities may want to require companies to develop options for people who do not have smartphones.

Engagement Programs

As new mobility options emerge, cities may want to require companies to provide community engagement and education programming to offset the burden to the city of explaining what is going on. Cities should also ensure that education and engagement efforts are provided in all the languages commonly spoken in the area.

Examples of education and engagement programming include:

- Company participation or attendance at public events and meetings
- Company participation or attendance at community-led events or gatherings
- Company participation or provision of bike education classes, distributed equitably throughout all neighborhoods
- Companies partner with job-training programs, youth programs
- Multilingual mobile app and/or other interfaces, as applicable
- Companies pursue grants with municipal and/or non-profit organizations to develop ambassador programs

State of Practice

Fleet Size and Service Area

In order to ensure that Shared Active Transportation Companies provide a reliable, convenient transportation option for citizens, cities should consider how many small vehicles should be made available. Unfortunately, Shared Active Transportation is still too new for there to be a set standard for determining the appropriate number. This section provides an at-a-glance look at how different cities are approaching fleet sizes as of early summer 2018. It will be updated and expanded into explicit guidance as this field develops.

To date, cities have employed a variety of metrics to determine appropriate small vehicle fleet sizes, including bikes per 1,000 residents, bikes per 100 residents, or total number of small vehicles that can be effectively managed by city staff. In determining fleet sizes and coverage areas, cities should consider what geographic areas they want to serve, what number of small vehicles would be necessary to provide a meaningful transportation service, and their internal staffing and oversight capacity.

In addition, many cities have developed permits that phase in Shared Active Transportation small vehicle fleets, either over time to allow cities and companies to adjust (x bikes allowed in month one, y bikes allowed in month 2) or by requiring companies to meet basic service thresholds (e.g. 2 rides/bike/day, or development of community engagement programming) in order to expand.

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
Austin	License	Approved	n/a	500	Companies must begin with 500 bikes. Can increase by increments of 250 bikes, upon City approval, if they operate outside of downtown core and the insurance bond is increased. Must reach 2 rbd per zone by August 1, 2018 or reduce fleet size.	n/a	Dockless units must be able to be locked to a fixed object or have a haptic (sensory) response indicating compliance with parking regulations.

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
Boulder	Permit	Approved (pilot)	n/a	100 initial deploy- ment. 150 if e-bikes or adaptive bikes are included in fleet.	Fleet size may increase by 10-20% on a quarterly basis if operator meets key performance indicators. Demand based cap of each fleet at 2 r/b/d.	n/a	“Lock To” bikes only - must be (un)locked to a bike rack before and after each use.
Charlotte	Permit	Approved (pilot)	200 bikes and/or 50 e-scoot- ers	500 and/ or 300 e-scoot- ers	CDOT will evaluate the ability to phase-in an expanded fleet throughout the term of the pilot.	n/a	Should a permitted operator chose to deploy bikes and e-scooters, they can have maximum fleet of 100 e-scooters. If a permitted operator only deploys e-scooters, they can have maximum fleet of 300 e-scooters.
Chicago	Pilot	Approved (pilot)	n/a	350	350	n/a	Current wheel-lock vendors - up to 50 bikes for the duration of the pilot. Lock-to vendors - up to 350 bikes for duration of pilot.
Dallas	Ordi- nance	Pending	n/a	n/a	n/a	n/a	n/a

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
Denver	Pilot	Approved	n/a	Up to 400 (bikes/e- bikes) Up to 250 (e-scoot- ers and others)	Possibility of scaling fleet size to be determined by the Department of Public Works, based on utilization data, performance and operational outcomes.	Bikes/e-bikes: operators can increase to 500 if they guarantee that 100 will stay within designated "opportunity areas." E-scooters/ other approved: operators can increase to 350 if they guarantee that 100 will stay within designated "opportunity areas."	Painted dockless parking zones will be required to be installed and maintained by permitted operators.
Durham		Approved	n/a	n/a	n/a	n/a	Operators allowed to determine fleet size at application. Director has right to limit if needed.

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
Los Angeles	Permit	Pending	500	3000	Companies must provide a minimum of 500 bikes within 4 weeks of permit issuance. Justification and approval required for increase fleet size.	Operators are allowed up to 2,500 additional vehicles in disadvantaged communities; operators may be allowed up to 5,000 additional vehicles in disadvantaged communities in the San Fernando Valley.	If fleet is 100% non-electric adaptive bikes, there is no minimum fleet size. If fleet is mixed (bikes, e-bikes, e-scooters + adaptive bikes), 500-vehicle minimum applies. At least 50% of fleet shall be e-bikes.
Minneapolis - St. Paul	Contract	Approved	1,500 in 2018	n/a	Licensee must give City at least 14 day written notice of any fleet size change. Can add 1,500 bikes in 2019, plus potential 1-for-1 replacement of docked bikes above and beyond that 1,500. If performance targets are met, can add 1,500 in 2020 and 2021.	n/a	The first site planned dockless system, using geo-fencing and a combination of signage/striping/safety devices. The City is coordinating with Nice Ride regarding station placement options in right of way and on private property.

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
New York City	Demonstration	Approved (Demonstration)	n/a	n/a	Bikes must be placed in 1 of 4 city-defined zones, companies are limited to a specific zone.	n/a	n/a
Palo Alto	Permit	Approved	100	City Manager to designate	n/a	n/a	n/a
Philadelphia	n/a	Pending	n/a	n/a	n/a	n/a	n/a
Sacramento	Permit	Approved	n/a	n/a	Allowed through an expansion permit process (and fee)	n/a	n/a
San Francisco	Permit	Approved	n/a	n/a	The permit allows Jump to roll out 250 e-bikes initially and 250 more after nine months if the city approves.	n/a	Permit requires JUMP bikes to be locked to bike racks (not signs) and no more than one bike per rack.
Seattle	Permit	Approved	500	no cap	Companies may provide up to 500 bicycles first month of the pilot, 1,000 second month of the pilot, and 2,000 the third month. Beyond 3 months, companies can expand beyond 2,000 bikes assuming all other requirements are met.	Fleets over 2,000 bicycles must include Tier 1 Priority Hire neighborhoods in 20% or more of their service area.	n/a

Allowed Fleet Sizes in the US as of June 2018

City	Type	Status	Min # bikes/ Company	Max # bikes/ Company	Phasing & Expansion	Equity Programming	Notes
St. Louis	Permit	Approved	500	2,500	Companies may provide a maximum of 750 bikes in month one, then an increase of 350 each month thereafter until the cap of 2,500	With City approval, may go above 2,500 if rbd is increasing and education and social equity plan is implemented	n/a
Washington DC	Pilot	Approved (pilot)	50	400	n/a	n/a	n/a

Small Vehicle Distribution

In order to provide reliable service, companies must ensure that small vehicles are appropriately distributed across the service area. There is not currently a regulatory standard for cities to use to ensure that companies provide a minimum level of service. This section provides an at-a-glance look at how different cities are approaching small vehicle distribution and rebalancing as of early summer 2018. It will be updated and expanded into explicit guidance as this field develops.

To date, cities have employed a variety of metrics to determine how small vehicles are distributed throughout service areas. These include limiting the number of small vehicles/company that can be located on any block face, requiring that small vehicles that have not moved in 7 days be relocated, requiring that companies deploy more staff at peak hours, defining geographic zones with maximum and minimum numbers of small vehicles, and requiring a certain number of percentage of the fleet that must be maintained in neighborhoods targeted for social equity needs.

Because Shared Active Transportation small vehicles move around cities and app data is not fully reliable, distribution enforcement is difficult. Many cities have taken a manual, spot-check approach, tasking community advocates, staff, and interns to do “spot checks” on a regular weekly or monthly basis to count all the small vehicles and identify where they are on the app. Some cities also use customer or citizen complaints.

Approaches to Small Vehicle Distribution in the US as of June 2018

City	Status	Distribution	Damaged or Stagnant Vehicles
Austin	Approved	Licensee must monitor distribution of available vehicles according to the City parameters. City may reduce allowed # of vehicles based on the overall number of vehicles concentrated within a specific area.	Operators must remove unsafe/inoperable vehicle within 4 hours of notification.
Boulder	Approved	Operators must distribute bikes throughout the city - specific locations are identified in City Manager Rules, which include transit stops. Operators shall relocate or rebalance shared bicycles within 2 hours of receiving a request from the city.	Operators must remove unsafe/inoperable vehicle within 24 hours of notification by any means to the operator by any individual or entity.
Charlotte	Approved (pilot)	When deploying or rebalancing, operators shall not place more than three bicycles and two e-scooters on a block face	Operators must address improperly parked vehicles within 2 hours of notification at all times. City has the right to remove any and all such bikes that are not remedied in accordance with the provisions outlined. Operators are responsible for all costs to the City for improper parking, bike removal, public safety or property damage.

Approaches to Small Vehicle Distribution in the US as of June 2018

City	Status	Distribution	Damaged or Stagnant Vehicles
Chicago	Approved (pilot)	Goal of redistribution is to ensure customers have reasonable and consistent access to vehicles throughout the service area. Rebalancing must ensure that at least 15% of a vendor's fleet is available in each quarter of the pilot service area, according to the Equitable Distribution Map.	Vendors are required to remedy any bikes that are not parked lawfully or in accordance with the conditions attached to the issuance of the emerging business permit within 2 hours of the report, 24 hours a day, 7 days a week. The City has the right to remove any and all such bikes that are not remedied in accordance with the provisions outlined. Vendors incur all costs to the City for improper parking, bike removal, public safety or property damage.
Dallas	Pending	n/a	Operators must remove unsafe/inoperable vehicle within 24 hours of notification from the director. Vehicles in a residential areas may remain in the same location for up to 48 hours if correctly parked. Operators must remove vehicle parked in a residential area after receiving a citizen request or complaint within 2 hours weekdays 6AM - 6PM, and within 12 hours all other times.
Denver	Approved	City has created map with 3 zones to guide vehicle placement and distribution - City Core, Opportunity Areas, High Opportunity Areas. City Core - Operators can place vehicles in painted parking zones. Opportunity Areas - Operators participating in pilot incentive program must place bikes in these areas to meet incentive requirements and increase fleet size. High Opportunity Areas (subset of Opportunity Areas) - highest need areas; vehicles placed here will also meet incentive requirements for increased fleet size. Operators must "rebalance" vehicles back to transit and bus stops throughout the day and "reset" the vehicles back to these locations no later than 7AM daily. Operators participating in Opportunity Area incentive must relocate vehicles back to designated Opportunity Areas at least once per day.	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Failure to do so may result in the revocation of a permit.

Approaches to Small Vehicle Distribution in the US as of June 2018

City	Status	Distribution	Damaged or Stagnant Vehicles
Durham	Approved	Operators must rebalance bikes daily and may not discriminate against low and moderate income residents. Operators must deploy and maintain a sufficient number of bicycles to satisfy customer demand within census tracts of low median income areas of the city as defined in their permit and determined by the director. At least 20% of bikes will be located on a daily average in the following census tracts: (designated in permit).	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Vehicles must be repaired before being put back into service. Bicycles will not be parked in one location for more than 7 consecutive days.
Los Angeles	Pending	n/a	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Failure to do so may result in the revocation of a permit. Vehicles must be repaired before being put back into service.
Minneapolis	Approved	The goal of rebalancing is to maintain a reasonable minimum share of the fleet distributed throughout the City taking into account residential density, employment density, visitor activity level, and equity; The Public Works Director, in their sole discretion, may request Licensee to rebalance the distribution of the Bicycle Fleet in specified areas if deemed too dense or too sparse, or if doing so will help promote equitable access to and from traditionally underserved areas within the City. Licensee will use best efforts to comply with such requests within 24 hours.	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Vehicles must be repaired before being put back into service. Bicycles will not be parked in one location for more than 7 consecutive days.
New York City	Approved (pilot)	Companies are restricted to one of 4 city defined zones. Bikes must stay in designated service area.	n/a

Approaches to Small Vehicle Distribution in the US as of June 2018

City	Status	Distribution	Damaged or Stagnant Vehicles
Palo Alto	Approved	At no time shall more than fifty percent (50%) of a permittee's free-floating bicycles be located in the Downtown or California Avenue business districts, as defined in Exhibit A. Permittees shall provide City staff with a direct contact to a representative who is capable of rebalancing the locations of free-floating bicycles within the City of Palo Alto.	In the event a bicycle, electric-assist bicycle, and/or electric scooter is parked in one location for more than 72 hours without moving, it may be removed by City and taken to a City facility for storage at the expense of the Permittee. In the event a safety or maintenance issue is reported for a specific bicycle, that bicycle shall immediately be made unavailable to users and shall be removed within the timeframes provided herein and shall be repaired before it is put back into service.
Philadelphia	Pending	n/a	n/a
Sacramento	Approved	Applicants must submit a Rebalancing and Relocation Plan including how the provider will redistribute bicycles to high use areas within peak operating hours	Operators must remove any vehicle that is unsafe/inoperable, improperly parked, not at a bike rack, or blocking pedestrian access within 2 hours of notification.
San Francisco	Approved	Operator must monitor distribution of bicycles available to customers according to parameters required by the SFMTA. At a minimum, the density of bicycles in the designated service area shall not fall below at least 3 bicycles per square mile for more than 10 consecutive minutes between the hours of 6:00 am and 10:00 pm, 7 days a week. At least 20% of overall bicycle availability shall be maintained within groups of census tracts designated as "communities of concern" (CoCs) by the Metropolitan Transportation Commission, calculated by the total number of bicycles located in CoCs multiplied by the minutes they are available for hire between the hours of 6:00 am and 10:00 pm, divided by the total number of bicycles in service times minutes available throughout the service area.	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Vehicles must be repaired before being put back into service.

Approaches to Small Vehicle Distribution in the US as of June 2018

City	Status	Distribution	Damaged or Stagnant Vehicles
Seattle	Approved	Companies may not exceed 340 bikes/sq mile. Fleets geater than 2,000 bicycles must include Tier 1 Priority Hire neighborhoods in 20% or more of their service area.	Operators must remove unsafe/inoperable vehicle within 24 hours of notification. Bicycles will not be parked in one location for more than 7 consecutive days. Companies shall relocate or rebalance bikes within 2 hours of notification from 6am-6pm on weekdays, and 10 hours of notification all other times.
St. Louis	Approved	Operators will rebalance bikes to improve usage and spread/social equity outcomes. At least 20% of bikes will be located on a daily average in the Bike Share Social Equity and Inclusion Target Neighborhoods. At least 1.5% of bikes will be located on a daily average in each of these neighborhood groupings.	Operators must evaluate and/or remove any vehicle that is parked in one location for more than 7 consecutive days upon notice. If the vehicle is not removed by the Operator, the City may remove it and take it to a City facility for storage at Operator's expense.
Washington DC	Approved (pilot)	Permit holder will relocate dockless sharing vehicles to eliminate an over-concentration of dockless sharing vehicles within 2 hours if notified by the District of public access and safety concerns.	Permit holder will remove improperly parked dockless sharing vehicles in accordance with local law and without prior notice from the District of Columbia, within 2 hours of notification, including notification.

Fees and Pricing

Cities should ensure that the full cost of regulating and managing Shared Active Transportation companies is considered when setting fees.

Cities may choose to waive aspects of the permit fee as applicable. Some permit fees may not be applicable when systems are developed a part of a formal public-private partnership, a city-initiated RFP or public process, or when other cost-sharing or equipment ownership or service agreements are in place.

Cities typically incur the following costs in managing or regulating Shared Active Transportation:

Administration & Oversight Costs

- Reviewing application
- Ensuring permit compliance
- Analyzing and assessing data
- Responding to public complaints
- City liability insurance

Direct Costs

- Removing broken, damaged, and/or incorrectly parked small vehicles if the companies can't/won't
- Purchase and installation of physical infrastructure related to the system (e.g., racks, thermoplastic markings)
- Potential reduction of available bike racks for private bikes
- Loss of public right-of-way space, especially sidewalk space

Planning and Engagement

- Planning
- Advertising/outreach/encouragement
- Assessing Compliance

Permit Fees in the US as of June 2018

City	Status	Permit/ License Fee	Application Review	Per Bike Fee	Performance Bond	Relocation /Removal	Required Infrastructure	ROW Mainte- nance & Repair	Permit Duration
Austin	Approved	\$0	\$0	\$0	\$100/bike	All costs	n/a	Inlcuded in Performance Bond	6 months

Permit Fees in the US as of June 2018

City	Status	Permit/ License Fee	Application Review	Per Bike Fee	Performance Bond	Relocation /Removal	Required Infrastructure	ROW Mainte- nance & Repair	Permit Duration
Boulder	Approved	\$3,300 (Renewal: \$1,800)	\$0	\$100	\$0	\$80/bike	1 space/bike	Included in the Relocation/ Removal guarantee	Annual
Charlotte	Approved (pilot)	\$0	\$0	\$0	\$0	All costs	n/a	All costs	Pilot ends November 1, 2018
Chicago	Approved (pilot)	\$250	\$0	\$50	\$0	\$0	n/a	Included in Insurance Policy	Pilot ends November 1, 2018
Dallas	Pending	\$1,620 - \$48,600 (Renewal Fee: \$404)	\$808	\$21	\$10,000	All costs	n/a	All costs	6 months
Denver	Approved (pilot)	\$15,000 (bikes/e- bikes) \$15,000 (e-scooters and other)	\$150 per permit application	n/a	\$20 per bike/e-bikes \$30 e-scoot- ers and other vehicles	Included in Perfor- mance Bond	n/a	Included in Performance Bond	1 year
Durham	Approved	\$250	\$0	\$10/bike	\$0	\$50/bike	n/a	All costs	

Permit Fees in the US as of June 2018

City	Status	Permit/ License Fee	Application Review	Per Bike Fee	Performance Bond	Relocation /Removal	Required Infrastructure	ROW Mainte- nance & Repair	Permit Duration
Los Angeles	Pending	\$500	\$0	\$50	\$80/Vehicle	All costs at city crew rate plus any additional storage/im-pound fees	All costs	All costs	Annual
Minneapolis - St. Paul	Approved	\$0	\$0	\$5	\$0	\$0	n/a	n/a	n/a
New York City	Approved (pilot)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Pilot ends September 2018
Palo Alto	Approved	\$0	\$0	\$0	\$0	\$0	n/a	n/a	12 months
Philadelphia	Pending	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Sacramento	Approved	\$14,480 - \$28,440 (Renewal Fee: \$12,380 - \$26,340)	n/a	\$0	\$0	All costs	1.5 spaces/bike	n/a	Annual

Permit Fees in the US as of June 2018

City	Status	Permit/ License Fee	Application Review	Per Bike Fee	Performance Bond	Relocation /Removal	Required Infrastructure	ROW Mainte- nance & Repair	Permit Duration
San Francisco (see further permit fee details)	Approved	Initial Permit Fee: \$12,208 - \$19,558 (Renewal Fee: \$9,725 - \$17,704)	\$0	\$4-\$20/ bike de- pending on total number of bikes	\$0	All costs	1 rack/2 bikes	\$2,500/yr (10 years)	18 months (Jan 2018- June 2019)
Seattle (see further permit fee details)	Approved	\$146	\$209/hr (est. 8 hours)	\$15/bike	\$80/bike, capped at \$10,000	All costs at city crew pay rate plus 15%	n/a	n/a	12 months
St. Louis	Approved	\$500	\$0	\$10/bike	\$0	All costs	n/a	All Costs	Annual
Washington DC	Approved (pilot)	\$0	\$0	\$0	\$0	\$0	n/a	\$0	Pilot ends August 31, 2018

Equity Programming

In order to meet the mobility needs of their residents, cities with Shared Active Transportation systems must also focus policies and programs that ensure that these transportation systems are understood and can be used by all. This includes developing permit or license requirements and programming to address:

- Outreach and engagement
- Financial access
- Employment
- Access and reliability (see Allowed Fleet Size and Small Vehicle Distribution tables)

Equity Programming as of June 2018

City	Employment	Financial Access	Outreach + Engagement
Austin	n/a	• Licensee shall offer an affordable non-smart phone option for any customer with an income level at or below 200% of the federal poverty guidelines.	• Licensee shall prepare and implement a marketing and outreach plan at its own cost to promote the use of dockless mobility in neighborhoods currently underserved by dockless mobility options.
Chicago	• Vendors are encouraged to hire/ use MWBE local firms, and provide a hiring plan. • The hiring plan must also include planned work with workforce development programs.	• Vendors must provide a cash payment option.	• Vendors are required to meet with monthly and provide reports to the Mayor's Office for People with Disabilities and other City of Chicago Staff. • Vendors must educate dockless bike users on rules of the road and proper parking. • Vendors shall implement a marketing and targeted community outreach plan at it's own cost by distributing education and outreach materials to communities in the Pilot Area. • Vendors must host one community event in the Pilot Area for education and outreach, and or present at local alderman's ward night.

Equity Programming as of June 2018

City	Employment	Financial Access	Outreach + Engagement
Denver	n/a	Program applicants must submit a plan outlining how their services will be available to those without smart phones or those who are under-banked/un-banked. They must also submit information regarding the rate structures that will be offered to all users. This information should include any discount programs.	Permitted operators will be expected to participate in meetings with DPW staff. The meetings will discuss topics such as operations, usage, fleet size, community concerns, safety concerns and data reviews.
Durham	n/a	All permitted bike share operators shall provide an option for users without a smart phone and or credit card to use the bike share system.	n/a
Los Angeles	n/a	- Operators are required to provide a non-smart phone and non-credit card option - Operators will offer a one-year low-income customer plan that waives any bicycle/e-scooter deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guideline.	Operators must attend meetings with surrounding municipalities and community-based organizations as stipulated by the City to introduce the operators to them and make these communities aware of the program and how it may affect the communities.

Equity Programming as of June 2018

City	Employment	Financial Access	Outreach + Engagement
Minneapolis - St. Paul	NRM/Motivate must provide hiring goals for percentage of hours worked by people of color. The goal for each group should be at minimum proportional to the population in the service area.	NRM/Motivate will offer discounted memberships to low-income individuals, non-smart-phone options such as integration with Go-To cards and cash options, geographically-based pricing capacity, and integration of other innovations as they become available.	NRM/Motivate will use local ambassadors, community events, and group rides as part of their efforts to make bikeshare a resource. These programs will be evaluated annually, and representatives of local communities will be consulted in an ongoing effort to improve ridership among communities of concern.
Palo Alto	n/a	Permittee will offer a one-year plan that waives any program deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines.	- Permittee will implement a marketing and targeted community outreach plan at its own cost or pay an in-lieu fee to the City of Palo Alto to provide these services and promote the use of shared mobility vehicles, particularly among low-income communities. - Permittee will maintain a multilingual website with languages determined by the City of Palo Alto, call center, and mobile application that is available twenty-four hours a day, seven days a week.
San Francisco	n/a	Permittee will offer a one year low-income customer plan that waives any applicable bicycle deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines.	- Permittee will implement a marketing and targeted outreach plan at its own cost or pay an in-lieu fee to the SFMTA to provide these services and promote the use of bike share citywide, particularly among low income communities. - Permittee will maintain a multilingual website with languages determined by the SFMTA, call center, and app customer interface that is available twenty-four hours a day, seven days a week.

Equity Programming as of June 2018

City	Employment	Financial Access	Outreach + Engagement
St. Louis	n/a	• Bike Share operators are required to have a non-smart phone option to use the bike share system. • Bike Share operators are required to have a non-credit card option to use the bike share system.	• Bike Share operators must meet with surrounding municipalities to make them aware of our Bike Share program and how it may affect them. • Bike Share Operators will attend an onsite meeting with the City of St. Louis staff to discuss the program and demo their bikes before a permit is to be approved.

Permit Overview

Shared Active Transportation Permits in the US as of June 2018

City & Permit URL	Status	Permit Duration
Austin	Approved	6 months
Boulder	Approved	Ordinance Sunsets Aug 2020
Charlotte	Approved (pilot)	Pilot ends November 1, 2018
Chicago	Approved (pilot)	Pilot ends November 1, 2018
Dallas	Pending	Pilot ends
Denver	Approved (pilot)	1 year
Durham	Approved	1 year
Los Angeles	Pending	Annual
Minneapolis - St. Paul	Approved	n/a
New York City	Approved (pilot)	Pilot ends September 2018
Palo Alto	Approved	n/a
Philadelphia	Pending	n/a
Sacramento	Approved	Annual
San Francisco (bike)	Approved	18 months (Jan 2018- June 2019)
San Francisco (scooter)	Approved	18 months (Jan 2018- June 2019)
Seattle	Approved	1 year
St. Louis	Approved	Annual
Washington DC	Approved (pilot)	Pilot ends August 31, 2018



This Guidance is made possible by the Better Bike Share Partnership. The Better Bike Share Partnership is a collaboration funded by The JPB Foundation to build equitable and replicable bike share systems. The partners include The City of Philadelphia, the Bicycle Coalition of Greater Philadelphia, the National Association of City Transportation Officials (NACTO) and the PeopleForBikes Foundation.



National Association of
City Transportation Officials
120 Park Avenue, 21st Floor
New York, NY 10017

www.nacto.org
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 08/27/18 07:00 PM
Department: City Council
Category: Report
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

STAFF REPORT

Fourth Quarter Financial Report for FY 2018

Financial Report for General, Capital, Enterprise, Sewer Lateral and Public Safety Sales Tax Funds.



MEMORANDUM

DATE: August 23, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Fourth 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 4th quarter of FY 2018. These figures are preliminary and unaudited. The significant fluctuations are summarized below:

1. General Fund

a. Revenues

Overall, year-to-date revenues for FY 2018 are \$305,083 higher than the same time period for FY 2017. The increases are primarily in the areas of:

- Utility Taxes – up \$222,617, but \$179,516 of this was due to a one-time lawsuit settlement from Ameren
- Licenses and Permits – up \$148,193 from last year due to an increase in business license revenue (up \$29,757 mostly due to collecting several past due licenses) and an increase in building permits (up \$93,522)
- Interest Revenue – up \$102,700 due to an increase in interest rates

Below are the major revenue sources that have decreased from FY 2017:

- Intergovernmental - down \$103,405, with sales tax (\$92,905) being most of that decrease
- Court Revenues – down \$67,866 due to change in municipal court laws

b. Expenditures

Expenditures for the General Fund are \$281,384 less than the same time period in FY 2017 due to the following significant reductions in expenditures from FY 2017:

- Finance Dept – down \$50,518 due to a decrease in pension costs of \$26,934 and \$22,778 less in Technical and Personal Services, which includes the contractual agreement with Dan Smith and the OpenGov website software, which are not in FY 2018
- Court Dept. – down \$71,748 due to 1 less FT person
- Maintenance of Municipal Property – down \$116,252 due to emergency repair in FY 2017 and Natural Gas and Water/Sewer being down in FY 2018
- Street Maintenance – down \$90,281 due to less snow removal supplies needed in FY 2018

For FY2018, operating revenues exceeded operating expenditures by \$861,032. After transfers to the Capital Fund of \$1.2 million, the General Fund ended the year with a deficit of \$338,968 which is under the budgeted deficit of \$633,280.

2. Municipal Enterprise Fund (MEF)

a. Revenues

Overall, Revenues for the Enterprise Fund are \$164,936 less than what was received in FY 2017, but over 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 \$28,524 less than last year.

The year-end deficit for the MEF is \$6,128, in line with the adjusted budget but less than projected due to revenues coming in less than anticipated.

3. Capital Fund

a. Revenues

At this time, revenues for the Capital Fund are down \$127,495 from last year, which is due to the less in Grant revenue than FY 2017. Revenue for the Warson Road improvement for \$374,685 won't be received in FY 2018 because the project is still ongoing. In addition to Warson Road not coming in for FY 2018, other grant money just hasn't been posted yet.

b. Expenditures

Expenditures are at \$173,152 more than last year. However, we had anticipated the expenditures to be much higher, but as stated above, Warson Road hasn't been completed so very few Warson Road expenditures are in FY 2018. Also, the police firing range and the evaluation of the historical park buildings didn't occur and will need to be re-budgeted in FY 2019. There are also a few other projects that haven't been completed or posted to FY 2018. More entries will be posted as we proceed through the audit. Some of the major expenditures that occurred for FY2018 are as follows:

- Golf Course Cart Path Project - \$516,443 (Largely grant funded)
- Park Bridge Replacement - \$32,476
- Dielmann HVAC - \$130,015
- Ice Arena Girder - \$94,184
- Alden Lane Culvert Improvements - \$141,935
- Ladue Road Repairs - \$771,860
- Asphalt - \$242,400
- Concrete - \$473,327
- Sidewalks - \$114,109
- New Ballas Road Sidewalk - \$100,616
- Microsurfacing - \$227,721
- Traffic Signal Enhancements - \$95,792
- Olympia Ice Resurfacer - \$69,500
- IT Server - \$62,652
- PW One-Ton Dump Truck with Plow & Spreader - \$34,640
- Bobcat - \$64,823
- Warson Road Improvements (to date) - \$235,602

Overall, the Capital Fund was budgeted with a \$824,784 deficit and we are at a surplus of \$13,971.

4. Sewer Lateral Fund

c. Revenues

Sewer Lateral Revenue is \$281 less than last year.

d. Expenditures

Expenditures are \$24,691 less than last year due to changing reimbursement from 80% to 50% January 2017.

Overall, the Sewer Lateral Fund was budgeted with a surplus of \$20,500 and it is currently at a surplus of \$44,201, which is slightly higher than the \$32,000 that we projected in the FY 2019 budget.

5. Public Safety Fund

e. Revenues

The Public Safety Sales Tax revenues are at \$543,333, which is slightly more than the budgeted amount of \$500,000. This amount represents seven months, since the tax was implemented in late 2017.

f. Expenditures

So far only \$2,300 have been expensed.

It should be noted that the figures for this report are preliminary for FY 2018. Additional revenues and expenditures will be recorded to the funds as additional revenues come in and additional bills are paid. Even with those additional unrecorded revenues and expenditures, I do not anticipate substantial changes in the operating results. I would be pleased to respond to any questions.



City of Creve Coeur
Statement of Revenues and Expenditures
As of June 30, 2018
FY 2018

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 4th Qtr Actual	2017 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	552,000	552,000	569,870		103.2%	565,888	100.5%
Utility Taxes	5,862,000	5,862,000	5,853,328		99.9%	5,630,711	98.2%
Intergovernmental	7,293,000	6,643,000	6,677,122		100.5%	6,780,527	101.6%
Licenses and Permits	977,650	977,650	1,162,909		118.9%	1,014,716	98.4%
Charges for Municipal Services	103,060	103,060	88,186		85.6%	93,112	79.2%
Municipal Court	600,000	600,000	482,945		80.5%	550,811	95.8%
Interest Revenue	210,000	210,000	264,858		126.1%	162,158	92.7%
Other Revenues	325,268	347,102	398,005		114.7%	394,217	128.2%
Total Revenues	15,922,978	15,294,812	15,497,222		101.3%	15,192,139	100.1%
<u>General Fund Expenditures:</u>							
Legislative Services	474,982	474,982	453,334	3,000	95.4%	427,063	104.2%
Administrative Services	1,076,511	1,076,511	883,848	121,931	82.1%	834,543	68.0%
Finance Department	573,632	573,632	552,365	0	96.3%	602,883	97.3%
Municipal Court	258,351	258,351	234,560	0	90.8%	306,308	90.3%
InterDepartmental	495,901	495,901	485,341	0	97.9%	514,080	92.3%
Community Services	118,342	118,342	113,419	0	95.8%	101,098	83.5%
Maint. of Municipal Prop.	355,303	355,303	333,128	7,163	93.8%	449,380	115.8%
Police Department	7,477,500	7,477,500	6,938,113	0	92.8%	6,942,338	95.2%
Public Works - Admin.	617,035	617,035	547,563	331	88.7%	570,148	105.1%
Street Maintenance	1,669,477	1,727,311	1,484,088	45,947	85.9%	1,574,369	92.3%
Health and Environment	774,500	774,500	741,031	0	95.7%	777,969	95.5%
Park Maintenance	516,730	516,730	457,624	2,296	88.6%	410,433	78.2%
Community Development	1,472,994	1,472,994	1,411,775	0	95.8%	1,406,964	99.8%
Total Expenditures	15,881,258	15,939,092	14,636,191	180,667	91.8%	14,917,575	93.5%
Total Operating Surplus (-Deficit)	41,720	(644,280)	861,032			274,564	
Transfers To Other Funds	525,000	1,525,000	1,200,000			400,000	
Operating Revenues Over (under) Expenditures	(483,280)	(2,169,280)	(338,968)			(125,436)	



City of Creve Coeur
Statement of Revenues and Expenditures
As of June 30, 2018
FY 2018

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 4th Qtr Actual	2017 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	385,350	385,350	355,509		92.3%	375,152	99.5%
Food Service	56,000	56,000	56,759		101.4%	58,080	105.6%
Ice Arena	614,995	614,995	642,614		104.5%	787,527	106.5%
Other Revenues	700	700	8,284		1183.4%	7,343	108.0%
Capital Contribution	0	0	0		0.0%	0	0.0%
Total Revenue	1,057,045	1,057,045	1,063,166	0	100.6%	1,228,102	104.7%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	489,653	489,653	516,466	0	105.5%	487,583	93.7%
Food Service	41,010	41,010	54,843	2,085	133.7%	48,201	113.9%
Ice Arena	528,588	532,483	497,985	0	93.5%	562,035	117.9%
Depreciation	0	0			0.0%	0	0.0%
Total Expenditures	1,059,251	1,063,146	1,069,294	2,085	100.8%	1,097,818	105.7%
Total Operating Surplus (-Deficit)	(2,206)	(6,101)	(6,128)			130,284	
Transfers to other Funds	0	0	0			0	
Operating Revenues Over (Under) Expenditures	(2,206)	(6,101)	(6,128)			130,284	



City of Creve Coeur
Statement of Revenues and Expenditures
As of June 30, 2018
FY2018

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 4th Qtr Actual	2017 Actual As % of Budget
<u>Capital Improvement Fund Revenues:</u>							
Intergovernmental	2,108,030	2,108,030	2,130,456	0	101.1%	2,057,326	99.1%
Interest Revenue	7,500	7,500	2,795	0	37.3%	1,744	116.3%
Other Revenues	427,045	933,160	471,595	0	50.5%	673,271	51.8%
Total Revenues	2,542,575	3,048,690	2,604,846	0	85.4%	2,732,341	80.9%
<u>Capital Improvement Fund Expenditures:</u>							
Building & Improvements	95,000	205,000	94,184	10,100	45.9%	103,551	27.3%
Park Development Projects	330,000	884,022	719,279	39,378	81.4%	163,003	83.2%
Storm water Projects	320,000	330,549	148,369	687	44.9%	198,457	43.1%
Street Overlay/Repair	2,213,000	3,572,200	2,444,554	763,442	68.4%	2,900,591	97.3%
Capital Equipment	484,638	406,703	384,489	0	94.5%	252,121	67.2%
Total Expenditures	3,442,638	5,398,474	3,790,875	813,607	70.2%	3,617,723	82.4%
Total Operating Surplus (-Deficit)	(900,063)	(2,349,784)	(1,186,029)			(885,382)	
Transfers in from General Fund	525,000	1,525,000	1,200,000			0	
Operating Revenues Over (Under) Expenditures	(375,063)	(824,784)	13,971			(885,382)	



**City of Creve Coeur
Statement of Revenues and Expenditures
As of June 30, 2018
FY2018**

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 4th Qtr Actual	2017 Actual As % of Budget
<u>Sewer Lateral Fund</u>							
Intergovernmental	132,000	132,000	134,540	0	101.9%	134,821	99.1%
Total Revenues	132,000	132,000	134,540	0	101.9%	134,821	99.1%
<u>Sewer Lateral Fund Expenditures:</u>							
Personnel Expenditures	0	0	0	0	#DIV/0!	2,106	9.6%
Technical & Personal Services	1,500	1,500	0	0	0.0%	0	0.0%
Sewer Lateral Reimbursements	110,000	110,000	90,339	0	82.1%	112,925	70.6%
Total Expenditures	111,500	111,500	90,339	0	81.0%	115,030	62.7%
Total Operating Surplus (-Deficit)	20,500	20,500	44,201			19,790	
Operating Revenues Over (Under) Expenditures	20,500	20,500	44,201			19,790	



	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb	2018 Actual As % of Adjusted Budget	2017 4th Qtr Actual	2017 Actual As % of Budget
<u>Public Safety Sales Tax Fund</u>							
Intergovernmental	0	500,000	543,333	0	108.7%	0	#DIV/0!
Total Revenues	0	500,000	543,333	0	108.7%	0	#DIV/0!
<u>Public Safety Sales Tax Fund</u>							
Contractual Expenditures	0	0	2,300	0	#DIV/0!	0	#DIV/0!
Commodities	0	0	0	0	#DIV/0!	0	#DIV/0!
Capital Expenditures	0	0	0	0		0	#DIV/0!
Total Expenditures	0	0	2,300	0	#DIV/0!	0	#DIV/0!
Total Operating Surplus (-Deficit)	0	500,000	541,033			0	
Transfers out to General Fund	0	0	0			0	
Operating Revenues Over (Under) Expenditures	0	500,000	541,033			0	