



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 9, 2023
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC (Speakers will be limited to 3 minutes)

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*

CONSENT AGENDA

1. **Approval of December 12, 2022 City Council Regular Meeting Minutes.**

BILLS PAYABLE REPORT

For Information Only

Invoices Paid Listing from 12/8/2022- 1/4/2023

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from December 8, 2022 through January 4, 2023 the amount of \$1,433,956.35

UNFINISHED BUSINESS

2. **Substitute Bill No. 6044 - An Ordinance restricting public smoking and consumption of marijuana. Final Reading and Passage.**

Summary: Chapter 215 of the City Code, which regulates public smoking, needs to be updated in conjunction with the legalization of adult recreational marijuana use. The proposed changes would preclude public smoking or consumption of marijuana and infused products. It would not preclude a hotel from allowing use in designated smoking rooms. It would allow restaurants to sell infused culinary dishes.

3. **Substitute Bill No. 6045- An Ordinance amending Code Sections 210.530, 210.540 and 210.545 and enacting a new Code Section 210.535 regarding**



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 9, 2023
7:00 PM**

controlled substances to address Missouri Constitutional changes concerning Recreational Marijuana. Final Reading and Passage.

Summary: City Code regulations concerning controlled substances need to be updated in conjunction with the legalization of adult recreational marijuana use.

- 4. Bill No. 6046- An Ordinance authorizing the issuance of a New Conditional Use Permit for a 9,044 square foot Mexican Barrel House Restaurant located at 1085 North Mason Road. Final Reading and Passage.**

Summary: Stewart MacGregor, of OSM, Inc., on behalf of Floroz Properties, LLC, has submitted an application for a Conditional Use Permit with associated site development plan for The Mexican Barrel House restaurant located at 1085 North Mason Road in the "GC" General Commercial zoning district. The restaurant would be located in the former Houlihan's restaurant building with revised exterior elevations, landscaping, and a new outdoor patio area. The building is 9,044 Square feet with 220 indoor seats and 84 outdoor seats. Continued from the November 21, 2022 meeting. The Planning and Zoning Commission Recommended approval of the item at the December 5, 2022 meeting.

- 5. Bill No. 6047- An Ordinance Authorizing the Issuance of a Conditional Use Permit for a 11, 200 square foot Sports and Recreation Instruction Establishment, for Foss Swim School, located at 12760 Olive Boulevard, within the Bellerive Plaza Complex. Final Reading and Passage.**

Summary: Graham Robb, of Foss Swim School, LLC, has submitted an application for a Conditional Use Permit with associated minor site development plan for a new 11,200 square foot swimming school facility located in an existing tenant space within Bellerive Plaza at 12760 Olive Boulevard in the "GC" General Commercial zoning district. The project would include the construction of a new 68,000 gallon purpose built swimming pool and exterior tenant space remodeling. The Planning and Zoning Commission recommended approval of the item at the December 5, 2022 meeting.

NEW BUSINESS

- 6. Bill No. 6048- An Ordinance Authorizing a Second Amendment to Ordinance Number 5454 CityPlace Master Sign Plan and authorizing Additional Signage for CityPlace 1, 2, and 4 on the CityPlace Campus. First Reading.**



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 9, 2023
7:00 PM**

Summary: Gina Lee, of Redico, has submitted an application to amend the Master Sign Plan for the CityPlace campus located along Olive Boulevard in the "CB" Core Business Zoning District pursuant to Section 405950(J) Master Sign Plans. The amendment would allow for additional signage on CityPlace 1, 2, and 4 not previously allowed under Ordinance 5562 last approved on January 8, 2017. Master Sign Plans allow the City Council the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of three or more buildings with a minimum of 10 acres, subject to certain requirements and conditions. The Planning and Zoning Commission recommended approval at the Dec 19, 2022 meeting.

7. Bill No. 6049- An Ordinance Amending Table A: Permitted and Conditional Uses of the Zoning Code of the City of Creve Coeur, Missouri to Allow for Child and Youth Services (NAICS 624110) as a Permitted Use in the GC-General Commercial District. First Reading.

Summary: David Hutkin, of Hutkin Properties Group, on behalf of Metro Creve Coeur LLC, property owner, has submitted a Text Amendment application to revise Table A: Permitted and Conditional Uses of the Zoning Ordinance, Chapter 405, to allow Child and Youth Services, NAICS Use Code 624110, as a permitted use within the "GC"-General Commercial District. This industry comprises of establishments primarily engaged in providing nonresidential social assistance services for children and youth. These establishments provide for the welfare of children in such areas as adoption and foster care, drug prevention, life skills training, and positive social development. If approved, Foster and Adoptive Care Coalition of Greater St. Louis intends to purchase and occupy the building located at 1100 N. Lindbergh Boulevard, Creve Coeur, MO 63132, within the GC-General Commercial District.

8. Bill No. 6050- An Ordinance Levying an Additional Sales Tax on Sales of Adult-Use Marijuana and Calling an Election for Voter Approval of such Tax. First Reading.

Summary: Amendment 3 as approved by Missouri voters allows municipalities to adopt a tax of three percent on the sale of adult use marijuana within the city limits, subject to approval of the voters within the municipality. The measure would appear on the April 3, 2023 ballot. As written the ordinance stipulates for the tax to be dedicated to public safety purposes.



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 9, 2023
7:00 PM**

9. Bill No. 6051- An Ordinance Amending the Personnel Policy and Procedures Manual of the City of Creve Coeur and Amending Related Ordinances. First Reading.

Summary: Staff will discuss proposed changes to the Personnel Policy and Procedures Manual dated January 1, 2023.

10. Resolution No. 1618- A Resolution of the City of Creve Coeur, Missouri, Adopting the Venable Park Memorial Project Plan.

Summary: This resolution formally adopts the Venable Park Memorial Project Plan, as previously reviewed and discussed by the City Council.

11. Resolution No. 1619- A Resolution of the City of Creve Coeur, Missouri, Extending the Venable Park Task Force.

Summary: The Resolution extends the timeframe for the Venable Park Task Force to December 31, 2023.

BUSINESS FROM MAYOR AND CITY COUNCIL

12. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

13. Rockets Youth Hockey Club Request

Summary: Drew Acree, President of the St. Louis Rockets Hockey Association, has submitted a request to lock in ice rink rates for 24-36 months.

ADJOURNMENT

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 by: _____



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 9, 2023
7:00 PM**

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
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 Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, December 12, 2022 at 7:03 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Heather Silverman
Council Member, Ward 2 Tim Carney
Council Member, Ward 2 Nicole Greer
Council Member, Ward 3 Sari Neudorf
Council Member, Ward 3 David Hoffman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Dan Tierney

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Assistant Director of Public Works/ City Engineer Sinan Alpaslan, Director of Recreation Jason Valvero, Chief of Police Jeff Hartman, Captain Tim Koncki, Senior Accounting Associate Tracy Brothers, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVE (UNANIMOUS)

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: Daniel Tierney, Council Member, Ward 2

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

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

ANNOUNCEMENTS

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

The second regularly scheduled meeting in December has been canceled due to the upcoming holiday.

PRESENTATION

Comprehensive Annual Financial Report for Year Ending June 30, 2022.

Janice Smith from Schowalter & Jabouri provided a brief presentation regarding the results of the Comprehensive Annual Report for the Year Ending June 30, 2022, as well as the report on Internal Controls.

CONSENT AGENDA

RESULT: APPROVE (UNANIMOUS)

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: David Hoffman, Council Member, Ward 3

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

1. Approval of November 28, 2022 City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

UNFINISHED BUSINESS

- 2. Bill No. 6042- An Ordinance repealing Ordinance No. 5684 and amending Ordinance No. 5117 to allow for a new 29,100 square foot Residence Hall accommodating 82 students on the property addressed as 425 South Lindbergh Boulevard, for Chaminade College Preparatory School. Final Reading and Passage.**

The City Clerk read Bill No. 6042 for the final time.

Council Member Manlin asked when construction would begin. Edward Griesedieck, from EJG Legal Consulting LLC, responded Spring 2023.

RESULT: APPROVE (UNANIMOUS)

MOVER: Nicole Greer, Council Member, Ward 2

SECONDER: David Hoffman, Council Member, Ward 3

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6042 becomes Ordinance No. 5815.

- 3. Bill No. 6043- An Ordinance Amending Sections 240.020, 240.030, 240.040 and 240.070 of the Creve Coeur Code of Ordinances Pertaining to Recreation Fees. Final Reading and Passage.**

The City Clerk read Bill No. 6043 for the final time.

Council Member Silverman asked for confirmation of the new rates, to which Director of Recreation Jason Valvero provided.

RESULT: APPROVE (UNANIMOUS)

MOVER: Daniel Tierney, Council Member, Ward 4

SECONDER: Nicole Greer, Council Member, Ward 2

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6043 becomes Ordinance No. 5816.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

NEW BUSINESS

4. Bill No. 6044 - An Ordinance restricting public smoking and consumption of marijuana. First Reading.

The City Clerk Read Bill No. 6044 for the first time.

City Attorney Carl Lumley stated that under the Bill as drafted, hotels will have the option to designate rooms for the consumption of marijuana, similar to designated smoking rooms under the current smoking ordinance. Mr. Lumley stated the Bill allows marijuana-infused dishes to be prepared by a restaurant in the city for on-site consumption, but that is optional for the City.

Council Member Carney asked if the use of marijuana within an automobile would be considered public, to which Mr. Lumley stated he would need to followup and advise at the second reading of the Bill.

5. Bill No. 6045- An Ordinance amending Code Sections 210.530, 210.540 and 210.545 and enacting a new Code Section 210.535 regarding controlled substances to address Missouri Constitutional changes concerning Recreational Marijuana. First Reading.

The City Clerk Read Bill No. 6045 for the first time.

Mr. Lumley stated Bill No. 6045 allows for municipal prosecution for violations addressed in the Bill and sets the maximum fine in situations limited by the marijuana Constitutional amendment.

6. Bill No. 6046- An Ordinance authorizing the issuance of a New Conditional Use Permit for a 9,044 square foot Mexican Barrel House Restaurant located at 1085 North Mason Road. First Reading.

The City Clerk Read Bill No. 6046 for the first time.

Director of Community Development Jason Jaggi provided a brief presentation regarding this application and stated the Planning and Zoning Commission



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

recommended approval with conditions at the December 5, 2022 meeting (See Exhibit A). Mr. Jaggi stated the indoor seating capacity shall be limited to 198 seats in order to comply with the required parking spaces per capacity and building square footage unless a parking agreement with the adjacent property owner can be reached to account for the 7 spaces needed. In which case, the proposed 220 indoor seats would be allowed with the submission of the parking agreement documents for review by the City Attorney and recorded with St. Louis County.

Applicant Alfredo Flores, Floroz Properties, LLC, introduced himself to the council and provided details of the restaurant operations.

7. Bill No. 6047- An Ordinance Authorizing the Issuance of a Conditional Use Permit for a 11, 200 square foot Sports and Recreation Instruction Establishment, for Foss Swim School, located at 12760 Olive Boulevard, within the Bellerive Plaza Complex. First Reading.

The City Clerk Read Bill No. 6047 for the first time.

Director of Community Development Jason Jaggi provided a brief presentation regarding this application (See Exhibit B).

Council Member Manlin asked if the applicant has completed this type of work before within existing structures, to which Craig O' Halloran, Chief Executive Officer at Foss Swim School (participating via Zoom), stated yes. Foss Swim School currently has 22 locations around the upper Midwest with many in the construction phase, including construction in existing structures. He indicated that the school would teach people of all ages, but most of the students will be in the 4-7 age group.

Council Member Greer asked what the timeframe for construction would be, to which Mr. O'Halloran stated construction would begin in early February with the goal of opening in September of 2023.

8. Resolution No. 1616- A Resolution of the City of Creve Coeur, Missouri, establishing a Park Memorial Jury to make Recommendations for Memorializing the History of Venable Park.

The City Clerk read Resolution No. 1616.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

Mayor Hoffman read the following statement: "At this point in the agenda I feel it is necessary to clarify a few facts. During the 1950's, the City of Creve Coeur was complicit in an overtly racist act. A person's property was taken by eminent domain. It was the only property on the work site with a structure already built awaiting permits which were never issued by the City. The property was owned by Dr. H. Philip Venable an African American Physician. Dr. Venable was highly respected in his field of Ophthalmology and was instrumental in the success of the Homer G. Philips Hospital in the City of St. Louis. He was also a musician and a great humanitarian. Our City, in an attempt to right a wrong committed sixty years ago, voted unanimously to rename a park after him on the site of his original property. Tonight, we are about to vote to approve the jury responsible for establishing a memorial to his memory."

RESULT: APPROVE (UNANIMOUS)

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: Daniel Tierney, Council Member, Ward 4

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

9. Resolution No. 1617- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of an agreement with Intuition & Logic Engineering, Inc. for Professional Engineering Services for Watershed Management Plan for a not-to-exceed amount of \$448,026.00.

The City Clerk read Resolution No. 1617.

Director of Public Works Jim Heines provided an overview of the recommended agreement with Intuition & Logic Engineering, Inc. for professional engineering services for the Watershed Management Plan and discussed the Qualifications-based selection process. Mr. Heines stated the contract will include two parts; Part I – Data Collection and Analysis and Part II – Prioritization of Improvements. Mr. Heines also stated that the contract includes the evaluation of several smaller drainage projects to occur concurrently with the development of the watershed management plan.

Mark Meyer, president of Intuition & Logic, provided a more in-depth review of the scope of services. Mr. Meyer stated Part I entails reviewing past studies, historically



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

known stormwater issues, other relevant data, development of a resident communication tool and questionnaire to obtain up-to-date comments and information and establishment of a GIS database to compile and present/track the data. An Open House is planned to share the organized data with the public and solicit other flooding or erosion information from the residents. Following the Open House, field work is planned to investigate the reported items and other known issues. Mr. Meyer stated Part I would conclude with a final interim report and presentation to the City Council.

Council Member Tierney asked how the residents would be notified of the Open House, to which Mr. Meyer stated articles in the city's newsletter, mailers, and notifications on the city's website and social media would be beneficial.

Council Member Carney asked if the GIS database would be available to the City for future use, to which Mr. Meyer stated yes. The GIS database is intended to be a tool the City may continue to utilize for many years.

Mr. Meyer stated Part II entails developing a Capital Improvement Program (CIP) including project priorities, concept designs, project costs and an implementation schedule. Mr. Meyer stated Phase II will include two open houses which will discuss the prioritization method, project summaries, and the compiled and prioritized list of CIP projects and the implementation strategy. Mr. Meyer stated Part II would conclude with a final study report and presentation to the City Council.

Council Member Neudorf left the dais at 7:56 PM.

Council Member Tierney asked how long this entire process would take, to which Mr. Meyer stated approximately one year.

RESULT: APPROVE (UNANIMOUS)

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: Daniel Tierney, Council Member, Ward 4

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Tierney, Silverman

The vote on the motion being 7 ayes and 0 nays, motion carried.

Council Member Neudorf returned to the dais at 8:00 PM.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

APPOINTMENTS

10. Venable Memorial Art Jury Members

Mr. Perkins stated the Nominating Committee recently met and recommended appointment of the Venable Park Jury Members as listed:

1. The Venable Park Task Force members (2) – Pier Alsup and Jim Singer
2. Venable family member (1) – Rossalind Woodhouse
3. Arts Committee members (2) – Lisa Hilton and Linda Kusmer
4. Parks and Historic Preservation Committee member (1) – Nanci Allen
5. Practicing artist (1) – Tim Portlock
6. Local educator (1) – Changa Bey
7. Member of the HDR/D4O design team (1) – Jon Brooke
8. Project consultant (1) – Geoff Ward
9. Council Liaison (1) - TBD

Council Member Martinich made a motion, seconded by Council Member Silverman, to recommend Council Member Dan Tierney as Council Liaison, to which Mr. Tierney accepted, along with the other nominated members.

RESULT: APPROVE 11 JURY MEMBERS AS RECOMMENDED
MOVER: Mark Manlin, Council Member, Ward 1
SECONDER: Joseph Martinich, Council Member, Ward 4
AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

BUSINESS FROM MAYOR AND CITY COUNCIL

11. Council Liaison Reports

Council Member Silverman stated the following Police Department events are occurring in December:

Officer of the Quarter Awards at 5:00 PM on December 13, 2022
New Officer Swearing-In at 9:00 AM on December, 16, 2022



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

Cocoa with a Cop at 8:00 AM on December 26, 2022

BUSINESS FROM CITY ADMINISTRATOR

12. Venable Park Master Plan Update

Mr. Valvero presented an update on the Venable Park Master Plan, including the master plan, memorial and HDR Foundation grant. Mr. Valvero stated staff would like to finalize the budget and the amount of funding by the City to keep the memorial project plan moving forward.

Council Member Martinich recommended reducing the total budget to a not-to-exceed cost of \$250,000, which reduces the city's contribution from \$150,000 to \$100,000, and publicizing a range of \$100,000 to \$200,000 in the Request for Proposal. Council Member Martinich stated if additional donations over \$50,000 are raised, the funds should go towards long-term education.

Council Member Neudorf stated many constituents have expressed concerns about using tax money to fund the memorial when improvements are needed within the park itself.

Council Member Tierney expressed concerns about lowering the city's contribution and, based on his experience, recommended against using a range.

Mr. Valvero indicated solicitation of donations would continue, but the task force does not think that should reduce the City's contribution.

Council Member Carney recommended proceeding with \$150,000.

Council Member Manlin stated that without soliciting donations in advance, it is difficult to determine what the city's contribution should be.

Council Member Silverman stated additional donations, over \$50,000, could be used towards long-term education and for maintenance of the memorial.

Mr. Perkins stated a matching program, up to a certain level, may incentivize additional donations.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

Council Member Hoffman recommended proceeding with the city's proposed funding of \$150,000 to which Council Members Silverman and Greer agreed.

Council Member Silverman moved to approved the budge with a City contribution of \$150,000.

RESULT: APPROVE

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: Nicole Greer, Council Member, Ward 2

AYES: Carney, Greer, Martinich, Hoffman, Tierney, Silverman

NAYS: Manlin, Neudorf

The vote on the motion being 6 ayes and 2 nays, motion carried.

13. Grow Solar Municipal Partnership

Public Information Officer and Management Analyst Melissa Bradford provided an overview of the Municipal Partnership with Grow Solar St. Louis and stated there is no cost for the City to participate as a municipal partner again in 2023, as it has in preceding years.

RESULT: APPROVE (UNANIMOUS)

MOVER: Nicole Greer, Council Member, Ward 2

SECONDER: Joseph Martinich, Council Member, Ward 4

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

14. Government Center Landscape Project

Mr. Heines provided an overview of the Government Center Landscape Plan and stated City maintenance staff would complete the tree and bush removals in the winter and complete the planting in the spring. The estimated cost to purchase the plants is approximately \$10,000-\$12,000.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

RESULT: APPROVE (UNANIMOUS)

MOVER: David Hoffman, Council Member, Ward 3

SECONDER: Nicole Greer, Council Member, Ward 2

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

15. Adult-Use Marijuana

Mr. Perkins stated the staff would like to pursue the 3% additional sales tax on adult - use marijuana available to municipalities under Amendment 3 of the Missouri's Constitution, and to submit it to the voters at an upcoming general municipal election. Mr. Perkins stated these funds could have a designated use, such as public safety, but it is not required.

The council's consensus is to proceed with pursuing the tax, designating the funds for public safety, and to place it on the upcoming April 2023 General Election ballot. Mr. Perkins stated that a draft ordinance will be place on the January 9, 2023 agenda, and that the date for filing a ballot measure with the county is January 24, 2023.

Mr. Jaggi stated that due to the changes in state law, the city will also need to amend zoning codes for marijuana business uses. Mr. Jaggi stated amendments are required due to the conversion of existing medical marijuana facilities into comprehensive adult-use marijuana facilities and Microbusiness licenses. Mr. Jaggi indicated the hearing at Planning and Zoning regarding the changes is set for January 17, 2023.

Mr. Lumley stated the staff's current draft ordinance follows the model established for medical marijuana.

ADJOURNMENT

RESULT: APPROVE (UNANIMOUS)

MOVER: Heather Silverman, Council Member, Ward 1

SECONDER: Mark Manlin, Council Member, Ward 1



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2022
7:00 PM**

AYES: Carney, Greer, Martinich, Hoffman, Manlin, Neudorf, Tierney, Silverman

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

The meeting adjourned at 9:06 PM.

Submitted by:

Kellie Henke
City Clerk

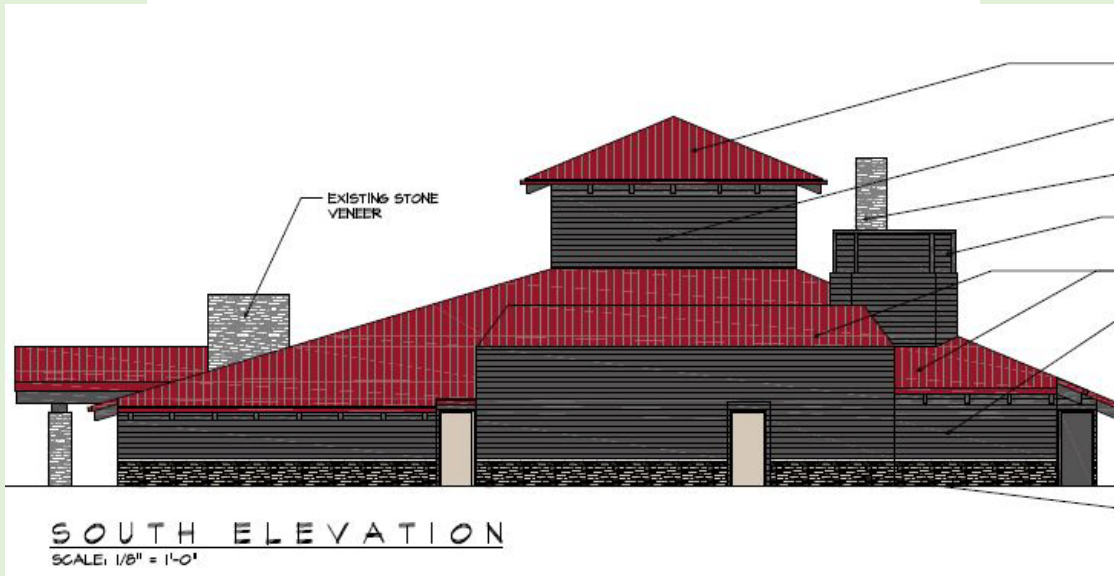
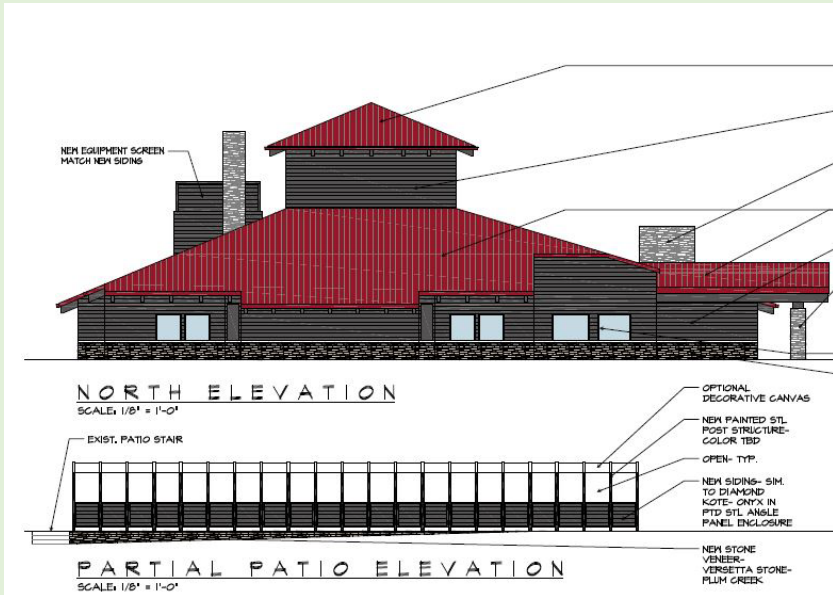
Dr. Robert Hoffman
Mayor

#22-027 CONDITIONAL USE
PERMIT FOR A 9,044 SQUARE
FOOT MEXICAN BARREL HOUSE
RESTAURANT LOCATED AT 1085
NORTH MASON ROAD

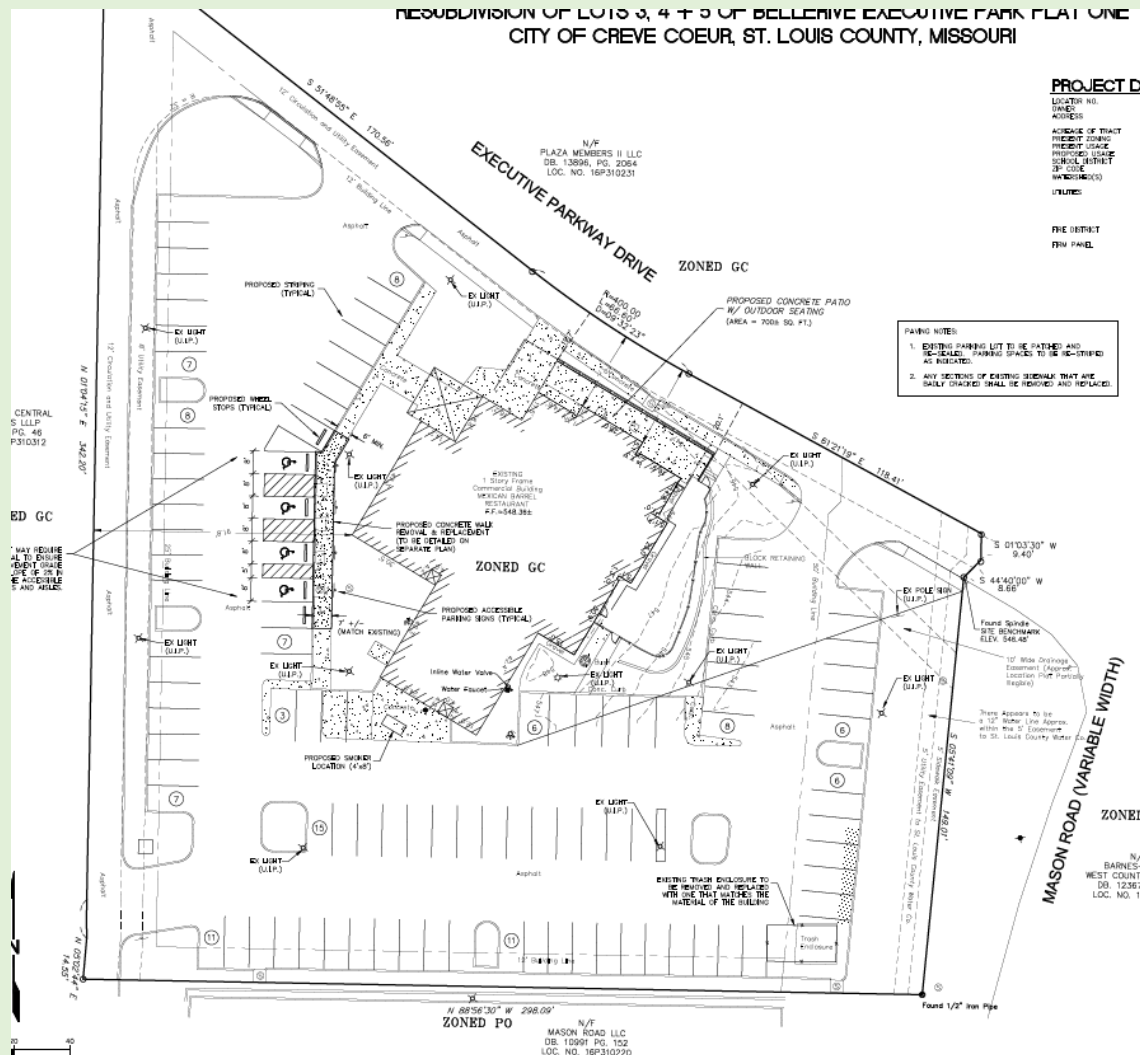
Exhibit A



Elevations



Site Plan



**#22-035 CONDITIONAL
USE PERMIT FOR A
11,200 SQUARE FOOT
FOSS SWIM SCHOOL WITH
ASSOCIATED MINOR SITE
PLAN LOCATED WITHIN
BELLERIVE PLAZA AT
12760 OLIVE BOULEVARD**



Existing Site



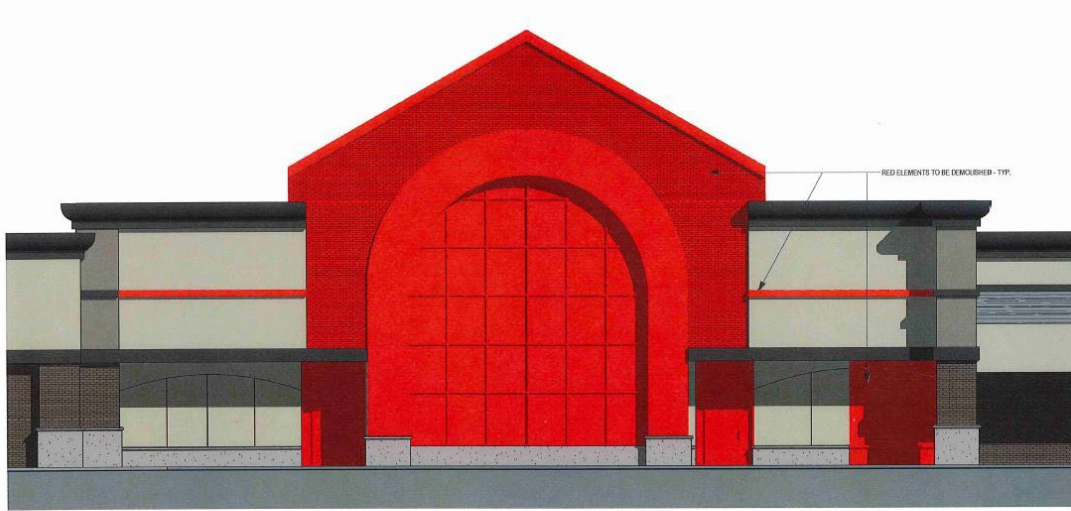
Existing Schnucks Store



Former Schnucks space proposed for Foss Swim School



Elevations



Exterior Demo Plan



Proposed Exterior Remodel



MEMORANDUM

DATE: January 4, 2023

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from December 8, 2022 through January 4, 2023 in the amount of \$1,433,956.35.



Creve Coeur, MO

COUNCIL REPORT INVOICES PAID LISTING

By Fund

Payment Dates 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND							
RFC INDUSTRIES II LLC		BP43884	08/05/2022	REFUND PARTIAL PERMIT FEE BP 43884	01-4420	65112	1,745.00
WASHINGTON NATIONAL INS CO		P2280569	12/01/2022	CANCER/INTENSIVE CARE DEC 22	01-2215	65128	437.70
ANTHONY F PORTO		INV0001633	12/20/2022	GARNISHMENT	01-2111	65129	27.95
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	WINDEX WIPES FOR LIVESCA	01-2410	DFT0006226	39.59
GREGORY FX DALY		2022 Q4 EARNINGS	12/20/2022	2022 4TH QUARTER EARNINGS TAX	01-2101	65174	217.14
COLLECTOR OF REVENUE		22-2345	12/01/2022	REIMBURSEMENT FOR PROPERTY	01-2410	65178	150.00
JACQUARIO SAMUELS				COURT ORDER TO DESTROY WEAPONS	01-2410	65190	95.00
MISSOURI LAWYERS MEDIA		745594979	11/21/2022	GROUP HEALTH JAN 23	01-2211	65240	107,380.79
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL		0123	12/20/2022	DENTAL JAN 23	01-2213	65222	5,365.18
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY		1375656	12/12/2022	VISION JAN 23	01-2218	65223	943.66
FIDELITY SECURITY LIFE INSURANCE COMPANY		165582602	12/22/2022	COBRA VISION INS JAN 23	01-2224	65223	8.05
FIDELITY SECURITY LIFE INSURANCE COMPANY		165582705	12/22/2022	VOL AD&D JAN 23	01-2216	65210	69.60
AMERICAN UNITED LIFE INSURANCE COMPANY		619325 1/1/23	12/16/2022	CRIME VICTIMS COMPENSATION FUND FEES (CVC) NOV 22	01-2413	65233	30.00
MISSOURI DEPARTMENT OF REVENUE		CVC NOV 22	12/20/2022	MISC POLICE FUND REVENUE NOV 22	01-4604	65233	-1.48
MISSOURI DEPARTMENT OF REVENUE		CVC NOV 22	12/20/2022	VOL LIFE JAN 23	01-2216	65211	1,163.46
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	VOL AD & D JAN 23	01-2216	65211	70.08
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	SHORT TERM DIS JAN 23	01-2222	65211	528.04
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	POST COMMISSION FUND NOV 22	01-2412	65232	4.00
MISSOURI DEPARTMENT OF REVENUE		POST NOV 22	12/20/2022				
							118,273.76
							118,273.76

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Department: 11 - LEGISLATIVE SERVICES							
Division: 12 - MAYOR AND CITY COUNCIL							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP LEGIS 111	01-11-12-5243	65120	48.28
MISSOURI MUNICIPAL LEAGUE		2416	12/02/2022	MML 2023 MEMBERSHIP	01-11-12-6262	65151	2,873.42
MISSOURI VOCATIONAL ENTERPRISES		657258 RI	12/06/2022	NAME TAG MANLIN	01-11-12-7304	65152	3.95
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Agenda Review	01-11-12-6264	DFT0006226	18.09
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Agenda Review	01-11-12-6264	DFT0006226	9.45
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Meeting w/ Pension Board Chair	01-11-12-6264	DFT0006226	9.58
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Donuts Coffee with the May	01-11-12-6264	DFT0006226	38.97
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	CCO Luncheon- Neudorf	01-11-12-6264	DFT0006226	36.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Council Dinner 11.14.22	01-11-12-6264	DFT0006226	365.11
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Lodging- Greer- NLC conference	01-11-12-6265	DFT0006226	791.64
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Wearing Apparel for Council	01-11-12-7304	DFT0006226	442.86
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Holiday Appreciation Event Supplies - \$55.33	01-11-12-7315	DFT0006226	55.33
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Decorations- Mayors appreciation event	01-11-12-7315	DFT0006226	100.80
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Caterer Annual Appreciation Event	01-11-12-7315	DFT0006226	869.50
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Decorations Annual Appreciation Event	01-11-12-7315	DFT0006226	20.97
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Decorations Annual Appreciation Event	01-11-12-7315	DFT0006226	29.90
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-11-12-5234	65211	43.20
Division 12 - MAYOR AND CITY COUNCIL Total:							5,757.05
Division: 13 - CITY CLERK							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP CITY CLERK 1113	01-11-13-5243	65120	73.72
MUNICIPAL LEAGUE OF METRO ST LOUIS		OCT 22 TRAINING	11/28/2022	TRAINING ON 10/27/22 SUNSHINE LAW	01-11-13-6261	65153	20.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Yearly Renewal	01-11-13-6202	DFT0006226	300.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-11-13-5234	65211	22.47

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-11-13-5235	65211	1.97
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-11-13-5236	65211	16.38
Division 13 - CITY CLERK Total:							434.54
Department 11 - LEGISLATIVE SERVICES Total:							6,191.59
Department: 12 - ADMINISTRATION							
Division: 10 - LEGAL							
TUETH KEENEY COOPER MOHAN & JACKSTADT PC		#92435	12/05/2022	PROFESSIONAL SERVICES RENDERED NOV 22	01-12-10-6201	65125	476.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	RETAINER MEETINGS AND CONSULTATION	01-12-10-6201	65089	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	MUNICIPAL PROSECUTION RETAINER	01-12-10-6201	65089	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	BYRNE & JONES LITIGATION	01-12-10-6201	65089	1,910.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	PROSECUTING ATTORNEY ASSISTANT	01-12-10-6201	65089	301.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	NON-RETAINER GENERAL	01-12-10-6201	65089	2,540.00
CURTIS HEINZ GARRETT AND OKEEFE PC		171002-171007	12/02/2022	MUNICIPAL PROSECUTION NON-RETAINER	01-12-10-6201	65089	1,907.50
Division 10 - LEGAL Total:							14,634.50
Division: 11 - ADMINISTRATIVE							
SWIFT PRINT COMMUNICATIONS	PO00201-R2	000012423	09/29/2022	Residential Newsletter Printing FY23 OCT 22	01-12-11-6203	65123	1,909.48
SWIFT PRINT COMMUNICATIONS	PO00201-R2	000013530	12/08/2022	Residential Newsletter Printing FY23 SEP 22	01-12-11-6203	65123	1,901.21
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP ADMIN 1211	01-12-11-5243	65120	432.44
RICHARD DECOLLO MERCY CORPORATE HEALTH	PO00665	6366	11/30/2022	Newsletter handling DEC 22	01-12-11-6203	65114	279.44
		654798	12/01/2022	PRE-EMPLOYMENT SCREENING WITH PHYSICAL	01-12-11-6271	65100	120.00
ASI		A00017862B0B8Kt	11/30/2022	HRA & FSA ADMIN FEES NOV 22	01-12-11-6203	65084	416.50
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Pre employment Background Checks	01-12-11-6202	DFT0006226	15.55
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Stock photos	01-12-11-6203	DFT0006226	165.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Stock photos	01-12-11-6203	DFT0006226	75.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Ad for Seasonal MW	01-12-11-6260	DFT0006226	338.89
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Business e-newsletter subscription	01-12-11-6262	DFT0006226	70.00

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Wall Street Journal Subscription CA	01-12-11-6262	DFT0006226	49.99
PREFERRED RESOURCE NETWORK, INC.		11817	12/14/2022	EMPLOYEE ASISTANCE PROGRAM FY23 3RD QTR	01-12-11-6203	65197	948.30
PAYLOCITY CORPORATION		INV1206714	12/15/2022	COBRA ADMINISTRATION	01-12-11-6203	65194	24.85
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-12-11-5234	65211	108.84
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-12-11-5235	65211	9.52
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-12-11-5236	65211	78.19
Division 11 - ADMINISTRATIVE Total:							6,943.20
Division: 14 - MUNICIPAL COURT							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP ADMIN COURT 1214	01-12-14-5243	65120	146.40
RICOH USA, INC		106731575	11/29/2022	COURT COPIER LEASE 11/18/22-12/17/22	01-12-14-6213	65156	353.03
AMERICAN STAMP AND MARKING PRODUCTS INC		1726494	11/30/2022	COURT STAMPS FOR FILES	01-12-14-7304	65132	50.05
ENGELMEYER & PEZZANI LLC	PO00667	JUDGE NOV 22	12/20/2022	FY23 JUDICIAL SERVICES NOV 22	01-12-14-6201	65140	1,666.00
MARY LEIGHTON BRUNTRAGER		JUDGE NOV 22	12/08/2022	PROVISIONAL JUDGE 11/16 VIRTUAL 11/17 IN PERSON	01-12-14-6201	65149	500.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-12-14-5234	65211	45.19
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-12-14-5235	65211	3.96
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-12-14-5236	65211	32.95
Division 14 - MUNICIPAL COURT Total:							2,797.58
Department 12 - ADMINISTRATION Total:							24,375.28
Department: 13 - FINANCE							
Division: 11 - ADMINISTRATIVE							
TYLER TECHNOLOGIES		025-403895	11/30/2022	PAYROLL IMPLEMENTATION TO BIWEEKLY	01-13-11-6213	65126	130.00
TYLER TECHNOLOGIES		025-404780	12/07/2022	PAYROLL BIWEEKLY IMPLEMENTATION	01-13-11-6213	65126	97.50
SCHOWALTER & JABOURI PC		209830	11/30/2022	FY22 AUDIT (YEAR 3 OF 5)	01-13-11-6209	65118	2,000.00
SCHOWALTER & JABOURI PC		209830	11/30/2022	FY22 AUDIT (YEAR 3 OF 5) OUT OF SCOPE ITEMS	01-13-11-6209	65118	4,649.73
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP FINANCE 1311	01-13-11-5243	65120	299.54
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	PAYROLL RECERTIFICATION - BROTHERS	01-13-11-6262	DFT0006226	150.00

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	PENSION BOARD MEETING	01-13-11-6264	DFT0006226	9.59
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	TAX FORMS	01-13-11-7304	DFT0006226	484.08
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-13-11-5234	65211	93.23
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-13-11-5235	65211	8.15
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-13-11-5236	65211	54.21
						Division 11 - ADMINISTRATIVE Total:	7,976.03
Division: 15 - INTERDEPARTMENTAL							
SAMS CLUB		000653	12/05/2022	HOT COCO FOR EMPLOYEE RECOGNITION LUNCHEON	01-13-15-6272	65117	11.98
SAMS CLUB		001287	11/12/2022	GIFTS FOR EMPLOYEE RECOGNITION LUNCHEON	01-13-15-6272	65117	19.96
CHARTER COMMUNICATION RSC INSURANCE BROKERAGE INC		0353198120122 13407	12/01/2022 11/23/2022	PD PRI FIBER DEC 22 WAIVER OF RECOURSE ENDORSEMENT 22-23 FIDUCIARY POL	01-13-15-6253 01-13-15-6222	65086 65115	1,433.28 100.00
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 GENERAL POLICE AND AUTO LIABILITY	01-13-15-6220	65120	43,049.00
ODP BUSINESS SOLUTIONS LLC		276787556001	12/01/2022	PAPER STAPLER BATTERIES	01-13-15-7312	65107	83.94
ODP BUSINESS SOLUTIONS LLC		28220440001	12/06/2022	CALENDARS DESKPADS	01-13-15-7312	65107	48.35
ODP BUSINESS SOLUTIONS LLC		282240440002	12/09/2022	DESKPAD	01-13-15-7312	65107	8.55
ODP BUSINESS SOLUTIONS LLC		282245188001	12/06/2022	CALENDAR DESKPAD PLANNERS	01-13-15-7312	65107	124.14
ODP BUSINESS SOLUTIONS LLC		282302181001	12/06/2022	CALENDAR	01-13-15-7312	65107	49.43
ODP BUSINESS SOLUTIONS LLC		282302463001	12/06/2022	PLANNER	01-13-15-7312	65107	21.59
ODP BUSINESS SOLUTIONS LLC		282302464001	12/06/2022	PENS POST ITS	01-13-15-7312	65107	14.11
ODP BUSINESS SOLUTIONS LLC		282302465001	12/06/2022	TRAY COPY HOLDER	01-13-15-7312	65107	46.88
ODP BUSINESS SOLUTIONS LLC		282302466001	12/06/2022	PLANNER	01-13-15-7312	65107	11.99
MILLIMAN, INC		52CCC01112211	11/07/2022	RETIREE COLA STUDY	01-13-15-6203	65102	1,000.00
QUADIENT LEASING USA INC		N9688911	11/26/2022	METER RENTAL 9/29/22- 12/28/22	01-13-15-6266	65111	202.50
OFFICE ESSENTIALS INC		WO-235649-1	11/29/2022	COPY PAPER	01-13-15-7312	65108	636.45
CHARTER COMMUNICATION		0403845120822	12/08/2022	CITY HALL TV WIFI 12/8/22- 1/7/23	01-13-15-6253	65137	203.94

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC		280382231001	12/14/2022	LABELS LENS CLEANER	01-13-15-7312	65154	422.97
ODP BUSINESS SOLUTIONS LLC		280382231002	12/15/2022	TONER CALENDARS	01-13-15-7312	65154	29.19
ODP BUSINESS SOLUTIONS LLC		282589178001	12/14/2022	CALENDAR	01-13-15-7312	65154	70.68
ODP BUSINESS SOLUTIONS LLC		282599489001	12/14/2022	POST IT NOTES CALENDARS	01-13-15-7312	65154	15.99
ODP BUSINESS SOLUTIONS LLC		282599490001	12/14/2022	CALENDAR	01-13-15-7312	65154	44.98
ODP BUSINESS SOLUTIONS LLC		282599491001	12/15/2022	POST IT NOTES	01-13-15-7312	65154	15.59
AT&T		314 983-2705 076 0 12/7/22	12/07/2022	POST IT NOTES	01-13-15-7312	65154	90.41
ST LOUIS AREA INSURANCE TRUST		SLA190266 12/19/22	12/19/2022	MONITOR LINE ICE ARENA 12/7/22-1/6/22	01-13-15-6253	65135	500.00
ST LOUIS AREA INSURANCE TRUST		SLA190511 12/19/22	12/19/2022	SLA190266 6/6/19 SLIP AND FALL DEDUCTIBLE	01-13-15-6220	65157	500.00
ST LOUIS AREA INSURANCE TRUST		SLA220283 12/19/22	12/19/2022	SLA190511 12/7/19 TEMP EMPLOYEE DEDUCTIBLE	01-13-15-6220	65157	500.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	SLA220283 9/2/22 VEHICLE DAMAGE DEDUCTIBLE	01-13-15-6220	65157	-11.74
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	REFUND SALES TAX - PERKINS HOTEL	01-13-15-6265	DFT0006226	100.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch -2 target GCs 1 chipotle 1freddys	01-13-15-6272	DFT0006226	-17.98
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	REFUND FOR TREAT BAGS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	100.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2 schnucks 2amazon GCs	01-13-15-6272	DFT0006226	100.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 4 Mobil gift card	01-13-15-6272	DFT0006226	499.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Employee Awards & Plaques YOS Pins - \$499.00	01-13-15-6272	DFT0006226	586.14
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FOOD/SERVICE FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2 aldi gift cards	01-13-15-6272	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2-trader joe gift cards	01-13-15-6272	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2 walmart gift cards	01-13-15-6272	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2 QT giftcards	01-13-15-6272	DFT0006226	158.36
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	DECORATIONS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	-14.36
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	RETURNED DECORATIONS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	DECORATIONS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	76.80
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	DECORATIONS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	17.77
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 1 sugarfire giftcard	01-13-15-6272	DFT0006226	25.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - gioias gift card	01-13-15-6272	DFT0006226	25.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - picklemans gift card	01-13-15-6272	DFT0006226	25.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Gift Card Chili Cook Off Winner	01-13-15-6272	DFT0006226	25.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FOOD/SERVICE FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	1,123.89
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FOOD/SERVICE FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	1,123.89
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	TREAT BAGS FOR EMPLOYEE LUNCHEON	01-13-15-6272	DFT0006226	17.98
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Employee Wellness - Reset Room - \$27.96	01-13-15-6272	DFT0006226	27.96
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	emp lunch - 2 dierbergs gift cards	01-13-15-6272	DFT0006226	50.00
ODP BUSINESS SOLUTIONS LLC		280430612001	12/14/2022	CALENDARS AND PLANNER	01-13-15-7312	65192	70.52
ODP BUSINESS SOLUTIONS LLC		280430612002	12/21/2022	CALENDAR	01-13-15-7312	65192	5.19
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL		0123	12/20/2022	GROUP HEALTH JAN 23	01-13-15-5230	65240	-200.00
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL		0123	12/20/2022	GROUP HEALTH JAN 23	01-13-15-5230	65240	12,572.69
CHARTER COMMUNICATION		0215116121622	12/16/2022	PW GARAGE LAN INTERNET 12/16/22-1/15/23	01-13-15-6255	65219	297.65
CHARTER COMMUNICATION		0215132121622	12/16/2022	ANALOG & PW GARAGE CONNECT 12/16/22-1/15/23	01-13-15-6253	65220	487.76
Division 15 - INTERDEPARTMENTAL Total:							66,727.42
Division: 51 - MIS OPERATIONS							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP FINANCE MIS 1351	01-13-51-5243	65120	82.02
CDW LLC		FH85132	11/28/2022	FIN FRONT DESK CANON SCANNER	01-13-51-7331	65085	326.89
CHARTER COMMUNICATION		0403845120822	12/08/2022	CITY HALL TV WIFI 12/8/22- 1/7/23	01-13-51-6213	65137	87.98
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	USB hubs and usb-c adapters	01-13-51-6213	DFT0006226	73.45
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	2 Compact flash cards	01-13-51-6213	DFT0006226	61.86

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Zoom H1n portable audio recorder	01-13-51-6213	DFT0006226	97.99
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	10pk Paxton Access ID cards 692-500-US	01-13-51-6213	DFT0006226	32.02
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	supcase iphone case (pw)	01-13-51-6213	DFT0006226	25.98
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	under desk cable management tray	01-13-51-6213	DFT0006226	26.09
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	2pk mic cables dvi adapters	01-13-51-6213	DFT0006226	64.71
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	dvd-rw internal optical drive -pd	01-13-51-6213	DFT0006226	24.99
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	HP Laserjet M110w printer (fin)	01-13-51-7331	DFT0006226	168.90
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	adobe acrobat pro 2020 - fin	01-13-51-7332	DFT0006226	538.80
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	zoom subscriptions	01-13-51-7332	DFT0006226	129.94
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	5 AVG license	01-13-51-7332	DFT0006226	60.60
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Zoom Meetings for City	01-13-51-7332	DFT0006226	14.99
CDW LLC		FP36614	12/12/2022	EPSON POWERLITE 1288 PROJECTOR	01-13-51-7331	65164	825.08
WINNING TECHNOLOGIES, INC.	PO00518-R1	26914	01/01/2023	IT Management Consultants JAN 23	01-13-51-6202	65244	3,200.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-13-51-5234	65211	24.83
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-13-51-5235	65211	2.17
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-13-51-5236	65211	18.11
Division 51 - MIS OPERATIONS Total:							5,887.40
Department 13 - FINANCE Total:							80,590.85
Department: 14 - COMMUNITY SERVICES							
Division: 11 - ADMINISTRATIVE							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP COM SERV 1411	01-14-11-5243	65120	1,104.19
RICOH USA, INC		106790595	12/16/2022	DRC PRINTER USE CHARGES 12/12/22-1/11/23	01-14-11-6213	65237	43.67
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-14-11-5234	65211	27.98
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-14-11-5235	65211	2.45

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-14-11-5236	65211	10.31
Division 11 - ADMINISTRATIVE Total:							1,188.60
Department 14 - COMMUNITY SERVICES Total:							1,188.60
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE							
Division: 11 - ADMINISTRATIVE							
AMERENUE		55031-62002 12/1/22	12/01/2022	ELECTRIC CITY HALL OCT- NOV 22	01-16-11-6250	DFT0006171	3,989.86
LOCAL CLEANERS LLC		0001	11/18/2022	CLEANING SERVICES	01-16-11-6212	65098	3,000.00
SAMS CLUB		000653	12/05/2022	SUPPLIES FOR CITY LOUNGE	01-16-11-7304	65117	891.58
MISSOURI AMERICAN WATER CO		1017-210013915103 11/30/	11/30/2022	300 N NEW BALLAS RD DOM NOV 22	01-16-11-6254	65103	174.59
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP MAINT 1611	01-16-11-5243	65120	2,149.73
HOME DEPOT CREDIT SERVICES		3010045	10/31/2022	SUPER GLUE PHILLIP WOOD SCREWS WASHERS	01-16-11-6212	65092	33.59
ARAMARK UNIFORM SERVICES		6170082774	12/06/2022	BUILDING MAINTENANCE UNIFORM CLEANING	01-16-11-7308	65083	21.70
LOCAL CLEANERS LLC		000008	12/13/2022	CLEANING SERVICES	01-16-11-6212	65148	3,000.00
ARAMARK UNIFORM SERVICES		6170085394	12/13/2022	BUILDING MAINTENANCE UNIFORM CLEANING	01-16-11-7308	65133	21.70
GRAINGER		9534361580	12/05/2022	TABLECLOTHS	01-16-11-7304	65141	178.28
WALTER KNOLL FLORIST		INV7776	12/01/2022	PLANT MAINTENANCE JAN 2	01-16-11-6212	65158	80.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Building Maintenance Carpet - \$135.20	01-16-11-6212	DFT0006226	135.20
SPIRE		5003001000 12/13/22	12/13/2022	300 N NEW BALLAS CITY HALL 11/11/22-12/12/22	01-16-11-6252	DFT0006242	1,363.41
ARAMARK UNIFORM SERVICES		6170088751	12/21/2022	BUILDING MAINTENANCE UNIFORM CLEANING	01-16-11-7308	65161	21.70
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0247372-6: 300 N NEW BALLAS RD NOV 22	01-16-11-6254	65231	562.62
ARAMARK UNIFORM SERVICES		6170091391	12/27/2022	BUILDING MAINTENANCE UNIFORM CLEANING	01-16-11-7308	65216	21.70
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-16-11-5234	65211	19.44
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-16-11-5235	65211	1.70
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-16-11-5236	65211	14.17
Division 11 - ADMINISTRATIVE Total:							15,680.97
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:							15,680.97

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Department: 21 - POLICE							
Division: 11 - ADMINISTRATIVE							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PD ADMIN 2111	01-21-11-5243	65120	12,246.86
VERIZON WIRELESS SERVICES LLC		9922190495	12/04/2022	TABLETS AND AIRCARDS PD ADMIN 12/5/22-1/4/23	01-21-11-6253	65127	320.08
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FBI LEEDA -HARTMAN	01-21-11-6262	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FBI-LEEDA ACTIVE MEMBERSHIP-KONCKI	01-21-11-6262	DFT0006226	50.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	REGISTRATION FOR 2023 IACP - HARTMAN	01-21-11-6265	DFT0006226	500.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	MAGNETS FOR CHIEF'S WHITEBOARD	01-21-11-7302	DFT0006226	16.96
FBI-NAA		12192022	12/13/2022	3 REGULAR BUSINESS MEETING FEES	01-21-11-6264	65172	45.00
ENERGY PETROLEUM CO		211228	12/07/2022	FUEL PW GARAGE	01-21-11-7307	65170	173.37
MERCY CORPORATE HEALTH		656610	12/01/2022	PRE-EMPLOYMENT SCREENING FOR NEW POLICE APPLICANT	01-21-11-6271	65182	679.47
SUPER BRIGHT LEDS INC		INVN-66045	11/18/2022	LED HEADLIGHT CONVERSION KIT FOR CAR 24	01-21-11-6210	65203	36.76
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-21-11-5234	65211	215.67
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-21-11-5235	65211	19.28
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-21-11-5236	65211	129.35
THOMAS R RICH		INV003	12/12/2022	PREEMPLOYMENT BACKGROUND CHECK	01-21-11-6203	65241	900.00
Division 11 - ADMINISTRATIVE Total:							15,382.80
Division: 21 - INVESTIGATION							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PD INVEST 2121	01-21-21-5243	65120	13,072.28
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	MONTHLY GUARDIAN PLATFORM SOFTWARE LIC	01-21-21-6203	DFT0006226	152.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	PACKAGING TAPE FOR EVIDENCE	01-21-21-7304	DFT0006226	14.99
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	2 DVD-RS	01-21-21-7304	DFT0006226	48.96
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	EVIDENCE SUPPLIES	01-21-21-7304	DFT0006226	60.13
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	CD/DVD PAPER SLEEVES FOR INVESTIGATIONS	01-21-21-7304	DFT0006226	7.98
LEXISNEXIS		1432814-20221130	11/30/2022	NOV 2022 2 USERS AN 1 EMAIL SEARCH PREMIUM	01-21-21-6202	65180	222.24

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
RCCEEG OF GREATER ST LOUI		2023-015	12/13/2022	2023 RENEWAL SUBSCRIPTION FEE	01-21-21-6203	65198	3,960.00
ENERGY PETROLEUM CO		211228	12/07/2022	FUEL PW GARAGE	01-21-21-7307	65170	563.79
MISSOURI DEPARTMENT OF REVENUE		BD4C1A	12/13/2022	LICENSE PLATE RENEWAL FOR CAR 2426	01-21-21-6202	65189	60.50
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-21-21-5234	65211	131.03
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-21-21-5235	65211	11.46
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-21-21-5236	65211	95.55
Division 21 - INVESTIGATION Total:							18,400.91
Division: 22 - PATROL							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PD PATROL 2122	01-21-22-5243	65120	71,110.79
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	UNLIMITED CAR WASHES FOR 24 VEHICLES	01-21-22-6210	DFT0006226	407.76
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	FOOD FOR K9	01-21-22-7304	DFT0006226	86.99
LAW ENFORCEMENT TARGETS INC		0559444-IN	12/08/2022	TARGETS	01-21-22-7313	65179	142.50
VALVOLINE LLC		196410	12/11/2022	OIL CHANGE FOR CAR 2408	01-21-22-6210	65207	39.98
VALVOLINE LLC		200935	11/16/2022	OIL CHANGE FOR CAR 2405	01-21-22-6210	65207	39.98
VALVOLINE LLC		200938	11/16/2022	OIL CHANGE FOR CAR 2427	01-21-22-6210	65207	39.98
VALVOLINE LLC		200943	11/16/2022	OIL CHANGE FOR CAR 2416	01-21-22-6210	65207	39.98
VALVOLINE LLC		201323	11/22/2022	OIL CHANGE FOR CAR 2424	01-21-22-6210	65207	39.98
PIX4D INC		202212-P-D-US-02189	12/13/2022	PIX4DMAPPER DESKTOP, SUPPORT & UPGRADE	01-21-22-6202	65195	499.00
VALVOLINE LLC		202469	12/12/2022	OIL CHANGE FOR CAR 2419	01-21-22-6210	65207	39.98
VALVOLINE LLC		202986	12/20/2022	OIL CHANGE FOR CAR 2416	01-21-22-6210	65207	39.98
VALVOLINE LLC		203037	12/21/2022	OIL CHANGE FOR CAR 2406	01-21-22-6210	65207	39.98
ENERGY PETROLEUM CO		211228	12/07/2022	FUEL PW GARAGE	01-21-22-7307	65170	6,807.51
STARGATE KENNEL INC		31449	11/27/2022	5 DAYS BOARDNG EXERCISE AND FEEDING FOR K9 FRIZBI	01-21-22-6203	65201	154.00
STARGATE KENNEL INC		31562	12/09/2022	12/3-12/9 BOARDING, EXERCISE, BATH & FEEDING	01-21-22-6203	65201	248.00
UTILITY ASSOCIATES INC		41839	11/04/2022	RETROFIT 1 VEST	01-21-22-7308	65206	33.00
SUNTRUP FORD INC		482164	11/08/2022	ROTORS, PADS, SERPENTINE BELT FOR CAR 2402	01-21-22-6210	65202	363.31
ED ROEHR SAFETY PRODUCT		528526	12/19/2022	3 CASES OF FLARES	01-21-22-7302	65169	266.82
DEFENDER PRODUCT SOLUTIONS, LLC		DPS-22-224	11/15/2022	RADIO REPAIR ON CAR 2417	01-21-22-6210	65167	121.00
AXON ENTERPRISE INC		INUS125221	12/20/2022	X2/X263P STANDARD BATTERIES	01-21-22-7313	65162	792.30

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AXON ENTERPRISE INC		INUS125223	12/20/2022	X/26/X26P TRAINING AND STANDARD CARTRIDGES	01-21-22-7313	65162	5,107.50
AXON ENTERPRISE INC		INUS125224	12/20/2022	YELLOW X26P TASERS WITH EXTENDED WARRANTY	01-21-22-9503	65162	14,397.12
EVERBRIDGE INC		M73493	12/20/2022	ANNUAL SUBSCRIPTION 2/3/23-2/2-24	01-21-22-6202	65171	6,000.00
MARELLY LEASIONG		170176	12/15/2022	10 CARDIAC SCIENCE ADULT ELECTRODES	01-21-22-6271	65230	440.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-21-22-5234	65211	929.55
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-21-22-5235	65211	81.33
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-21-22-5236	65211	578.61
						Division 22 - PATROL Total:	108,886.93
						Department 21 - POLICE Total:	142,670.64
Department: 31 - PUBLIC WORKS							
Division: 11 - ADMINISTRATIVE							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PW ADMIN 3111	01-31-11-5243	65120	1,765.05
INFO TECH, INC.		INV92309	12/06/2022	PROJECT MANAGEMENT SOFTWARE LICENSES	01-31-11-6203	65096	2,450.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	CLOTHING - WORK SHIRTS	01-31-11-7308	DFT0006226	509.41
US BANK EQUIPMENT FINANCE		488204801	11/26/2022	COPIER LEASE & MAINTENANCE 11/20/22-12/20/22	01-31-11-6213	65205	195.00
DREXEL TECHNOLOGIES INC		INV94927	12/22/2022	COPIER LEASE/MAINTENANCE DEC 2	01-31-11-6213	65168	70.60
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-31-11-5234	65211	139.98
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-31-11-5235	65211	12.25
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-31-11-5236	65211	47.12
						Division 11 - ADMINISTRATIVE Total:	5,189.41
Division: 41 - STREET MAINTENANCE							
AMERENUE		55031-62002 12/1/22	12/01/2022	ELECTRIC STREET DEPT OCT-NOV 22	01-31-41-6250	DFT0006171	1,112.31
AMERENUE		55031-62002 12/1/22	12/01/2022	ELECTRIC STREET LIGHTING OCT-NOV 22	01-31-41-6251	DFT0006171	10,446.65
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027139-01	12/08/2022	SAFETY HOODIE	01-31-41-7308	65101	22.50
CHARTER COMMUNICATION		0420922112522	11/25/2022	PW GARAGE TV WIFI 11/25-12/24/22	01-31-41-6253	65087	98.76

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
HUMAN RESOURCE STAFFIN		1001071910	12/08/2022	PW TEMPORARY EMPLOYEE W/E 12/4/22	01-31-41-6207	65094	1,854.35
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	12536 OLIVE BLVD IRRIG 08/24/22-11/21/22	01-31-41-6254	65105	508.54
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	12136 OLIVE BLVD IRRIG 08/24/22-11/21/22	01-31-41-6254	65105	2,476.99
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	11702 OLIVE BLVD IRRIG 08/25/22-11/22/22	01-31-41-6254	65105	210.76
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	12301 CONWAY RD IRRIG 08/24/22-11/21/22	01-31-41-6254	65105	54.59
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	145 S NEW BALLAS RD IRRIG 08/25/22-11/22/22	01-31-41-6254	65105	54.59
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	1000 BARNES WEST DR FRFLW 08/24/22-11/21/22	01-31-41-6254	65105	2,568.24
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	201 N NEW BALLAS RD IRRIG [MM/DD/YY-MM/DD/YY]	01-31-41-6254	65105	107.82
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	309 S NEW BALLAS RD IRRIG 08/25/22-11/22/22	01-31-41-6254	65105	838.16
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	241 S NEW BALLAS RD IRRIG [MM/DD/YY-MM/DD/YY]	01-31-41-6254	65105	294.49
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	996 E RUE DE LA BANQU [MM/DD/YY-MM/DD/YY]	01-31-41-6254	65105	282.45
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	12015 OLIVE BLVD IRRIG 0/25/22-11/22/22	01-31-41-6254	65105	5,541.00
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	333 S NEW BALLAS RD IRRIG 10/22/22-11/18/22	01-31-41-6254	65104	13.52
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	298 N NEW BALLAS RD 10/22/22-11/18/22	01-31-41-6254	65104	18.20
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	599 S NEW BALLAS RD IRRIG 10/22/22-11/18/22	01-31-41-6254	65104	18.20
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	631 S NEW BALLAS RD IRRIG 10/25/22-11/22/22	01-31-41-6254	65104	18.20
COMPASS MINERALS AMERICA INC.	PO00657	1058858	10/12/2022	FY23 SALT CO-OP	01-31-41-7310	65088	26,849.56
COMPASS MINERALS AMERICA INC.	PO00657	1059649	10/13/2022	FY23 SALT CO-OP	01-31-41-7310	65088	5,437.31
ABSTENENCIA GENTRY		1261-2000012963	12/05/2022	PW TEMPORARY EMPLOYEE W/E 12/04/22	01-31-41-6207	65082	927.36
ABSTENENCIA GENTRY		1261-2500006907	12/05/2022	PW TEMPORARY EMPLOYEE W/E 12/04/22	01-31-41-6207	65082	463.68
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PW STREET 3141	01-31-41-5243	65120	20,650.05
RUSH TRUCK CENTER		3030473429	12/08/2022	TRUCK 319 TANK STRAP	01-31-41-6210	65116	232.50
HOME DEPOT CREDIT SERVICES		372227	11/23/2022	STEEL RAKES	01-31-41-7302	65092	209.88
ARAMARK UNIFORM SERVICES		6170082773	12/06/2022	PW SHOP UNIFORM SERVICE	01-31-41-7308	65083	83.05

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
SNAP-ON INDUSTRIAL		ARV55334528	11/21/2022	SNAP-ON SCANNER	01-31-41-9503	65119	1,013.28
OVERHEAD DOOR COMPANY OF ST LOUIS		SVC748149	11/23/2022	FRONT GATE PW GARAGE REPAIR	01-31-41-6212	65110	280.85
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027576	12/16/2022	SAFETY SHIRT	01-31-41-7308	65150	37.50
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027746	12/16/2022	SAFETY WEAR	01-31-41-7308	65150	195.75
JOHNNY ON THE SPOT #347		0347-000257178	11/30/2022	PORTA JOHNS NOV 22	01-31-41-6266	65147	402.26
HUMAN RESOURCE STAFFIN		1001070373	08/11/2022	PW TEMPORARY EMPLOYEE W/E 08/07/22	01-31-41-6207	65145	480.48
HUMAN RESOURCE STAFFIN		1001070446	08/18/2022	PW TEMPORARY EMPLOYEE W/E 08/14/22	01-31-41-6207	65145	120.12
HUMAN RESOURCE STAFFIN		1001071944	12/15/2022	PW TEMPORARY EMPLOYEE W/E 12/11/22	01-31-41-6207	65145	1,407.66
POMP'S TIRE SERVICE, INC.		1240036339	12/15/2022	318 TIRE FIX	01-31-41-6210	65155	40.50
ABSTENENCIA GENTRY		1261-2000012977	12/12/2022	PW TEMPORARY EMPLOYEE W/E 12/11/22	01-31-41-6207	65130	565.11
HENDEL LAWNCARE INC	PO00675	18441	12/06/2022	CONTRACTOR LEAF REMOVAL FALL/WINTER 22	01-31-41-6212	65143	45,070.10
HANSEN'S TREE, LAWN & LANDSCAPING SERVICES	PO00349-R1	190994	12/09/2022	FALL 22/SPRING 23 LEAF & LIMB CHIP HAUL OFF	01-31-41-6212	65142	7,229.25
BOSQUI'S MOBILE CLEANING INC	PO00674	217930	10/28/2022	PRESSURE WASHING OLIVE/I270 BRIDGE	01-31-41-6202	65136	38,161.22
ARAMARK UNIFORM SERVICES		6170085393	12/13/2022	PW SHOP UNIFORM SERVICE	01-31-41-7308	65133	80.82
SPIRE		9717450000 12/13/22	12/13/2022	1030 N LINDBERGH LEAF SITE 11/11/22-12/12/22	01-31-41-6252	DFT0006244	24.67
HUMAN RESOURCE STAFFIN		1001072026	12/22/2022	PW TEMPORARY EMPLOYEE W/E 12/18/22	01-31-41-6207	65175	1,081.08
POMP'S TIRE SERVICE, INC.		1240036334	12/14/2022	LEAF VAC TIRES	01-31-41-6211	65196	967.28
SITEONE LANDSCAPE SUPPLY HOLDING, LLC		125948333-001	12/20/2022	FITTING	01-31-41-6212	65199	206.70
CERTIFIED POWER INC		15491999	12/19/2022	320 HYDRO COVER	01-31-41-6210	65165	186.80
ENERGY PETROLEUM CO		211228	12/07/2022	FUEL PW GARAGE	01-31-41-7307	65170	1,058.18
ARAMARK UNIFORM SERVICES		6170088750	12/20/2022	PW SHOP UNIFORM SERVICE	01-31-41-7308	65161	78.27
SPIRE		7725111000 12/19/22	12/19/2022	996 RUE DE LA BANQUE 11/17/22-12/18/22	01-31-41-6252	DFT0006248	628.17
SNAP-ON INDUSTRIAL		ARV55197551 RESUBMIT	11/10/2022	SNAP ON SCANNER	01-31-41-9503	65200	7,272.75
AMERENUE		2316025009 12/8/22	12/08/2022	10276 OLIVE PED LIGHTING 11/3/22-12/6/22	01-31-41-6251	DFT0006243	28.80
HYSPECO, INC.		00588612	12/22/2022	320 AIR FITTINGS	01-31-41-6210	65227	28.90
HUMAN RESOURCE STAFFIN		100107241	12/30/2022	PW TEMPORARY EMPLOYEE W/E 12/25/22	01-31-41-6207	65226	919.67
CITY OF BALLWIN		1062	12/15/2022	BIKE AND STREET SIGNS	01-31-41-7311	65221	624.00
JAMES HIGGINS		110122	11/01/2022	PLOW BLADES	01-31-41-7310	65228	1,180.00

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ABSTENENCIA GENTRY		1261-2000012991	12/19/2022	PW TEMPORARY EMPLOYEE W/E 12/18/22	01-31-41-6207	65209	431.08
CERTIFIED POWER INC		15492019	12/20/2022	323 AND 324 TRUCK PARTS	01-31-41-6210	65217	96.58
WARNING LITES OF		26404	12/12/2022	SIGN POST	01-31-41-7311	65242	544.50
SOUTHERN ILLINOIS LLC							
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0549319-2: 1030 N LINDBERGH BLVD NOV 22	01-31-41-6254	65231	32.97
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0473730-0: 996 E RUE DE LA BANQU ST NOV 22	01-31-41-6254	65231	81.12
NEUMAYER EQUIPMENT COMPANY INC		5541745-IN	12/19/2022	GAS PUMP SERVICE	01-31-41-6202	65235	303.60
ARAMARK UNIFORM SERVICES		6170091390	12/27/2022	PW SHOP UNIFORM SERVICE	01-31-41-7308	65216	94.39
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-31-41-5234	65211	186.21
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-31-41-5235	65211	16.30
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-31-41-5236	65211	82.82
Division 41 - STREET MAINTENANCE Total:							192,633.45
Division: 43 - PARKS MAINTENANCE							
AMERENUE		55031-62002 12/1/22	12/01/2022	ELECTRIC PARKS DEPT OCT- NOV 22	01-31-43-6250	DFT0006171	1,100.90
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027139-01	12/08/2022	SAFETY HOODIE	01-31-43-7308	65101	7.50
CHARTER COMMUNICATION		0420922112522	11/25/2022	PW GARAGE TV WIFI 11/25- 12/24/22	01-31-43-6253	65087	32.92
HUMAN RESOURCE STAFFIN		1001071910	12/08/2022	PW TEMPORARY EMPLOYEE W/E 12/4/22	01-31-43-6207	65094	618.12
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	601 COEUR DE VILLE DR 08/24/22-11/21/22	01-31-43-6254	65105	244.09
MISSOURI AMERICAN WATER CO		1017-210041137908 12/06/	11/30/2022	12100 CONWAY RD PARK 08/24/11/21/22	01-31-43-6254	65105	136.24
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	11370 ST PAUL ST PARK 10/25/22-11/22/22	01-31-43-6254	65104	45.41
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	10620 COUNTRY VIEW DR 10/25/22-11/22/22	01-31-43-6254	65104	18.20
MISSOURI AMERICAN WATER CO		1017-210041240477 12/8/2	12/01/2022	203 TOWNSEND ST 10/25/22 -11/22/22	01-31-43-6254	65104	53.31
ABSTENENCIA GENTRY		1261-2000012963	12/05/2022	PW TEMPORARY EMPLOYEE W/E 12/04/22	01-31-43-6207	65082	309.12
ABSTENENCIA GENTRY		1261-2500006907	12/05/2022	PW TEMPORARY EMPLOYEE W/E 12/04/22	01-31-43-6207	65082	154.56
MUNIE OUTDOOR SERVICES	PO00302-R1	17874	12/06/2022	2022 PARKS MAINTENANCE	01-31-43-6212	65106	1,281.60
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP PW PARKS 3143	01-31-43-5243	65120	5,331.49

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
DEKA SERVICE		27442788	11/28/2022	FURNACE REPAIR FOR TAPPEMEYER HOUSE	01-31-43-6224	65091	385.23
RUSH TRUCK CENTER		3030473429	12/08/2022	TRUCK 319 TANK STRAP	01-31-43-6210	65116	77.50
ARAMARK UNIFORM SERVICES		6170082773	12/06/2022	PW SHOP UNIFORM SERVICE	01-31-43-7308	65083	27.68
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027576	12/16/2022	SAFETY SHIRT	01-31-43-7308	65150	12.50
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC		027746	12/16/2022	SAFETY WEAR	01-31-43-7308	65150	65.25
JOHNNY ON THE SPOT #347		0347-000257178	11/30/2022	PORTA JOHNS NOV 22	01-31-43-6266	65147	402.25
HUMAN RESOURCE STAFFIN		1001070373	08/11/2022	PW TEMPORARY EMPLOYEE W/E 08/07/22	01-31-43-6207	65145	160.16
HUMAN RESOURCE STAFFIN		1001070446	08/18/2022	PW TEMPORARY EMPLOYEE W/E 08/14/22	01-31-43-6207	65145	40.04
HUMAN RESOURCE STAFFIN		1001071944	12/15/2022	PW TEMPORARY EMPLOYEE W/E 12/11/22	01-31-43-6207	65145	469.22
DEERE & COMPANY		117413541	11/10/2022	MX6 LIFT TYPE ROTARY CUTTER	01-31-43-9503	65138	3,369.08
POMP'S TIRE SERVICE, INC.		1240036339	12/15/2022	318 TIRE FIX	01-31-43-6210	65155	13.50
ABSTENENCIA GENTRY		1261-2000012977	12/12/2022	PW TEMPORARY EMPLOYEE W/E 12/11/22	01-31-43-6207	65130	188.37
AT&T		314 579-0412 739 1	12/01/2022	SECURITY LINES TAPPEMEYER DEC 22	01-31-43-6224	65134	191.68
ARAMARK UNIFORM SERVICES		6170085393	12/13/2022	PW SHOP UNIFORM SERVICE	01-31-43-7308	65133	26.94
SPIRE		9717450000 12/13/22	12/13/2022	1030 N LINDBERGH LEAF SITE 11/11/22-12/12/22	01-31-43-6252	DFT0006244	24.67
HUMAN RESOURCE STAFFIN		1001072026	12/22/2022	PW TEMPORARY EMPLOYEE W/E 12/18/22	01-31-43-6207	65175	360.36
POMP'S TIRE SERVICE, INC.		1240036334	12/14/2022	LEAF VAC TIRES	01-31-43-6211	65196	322.42
CERTIFIED POWER INC		15491999	12/19/2022	320 HYDRO COVER	01-31-43-6210	65165	62.27
ENERGY PETROLEUM CO		211228	12/07/2022	FUEL PW GARAGE	01-31-43-7307	65170	160.85
ARAMARK UNIFORM SERVICES		6170088750	12/20/2022	PW SHOP UNIFORM SERVICE	01-31-43-7308	65161	26.09
SPIRE		7725111000 12/19/22	12/19/2022	996 RUE DE LA BANQUE 11/17/22-12/18/22	01-31-43-6252	DFT0006248	628.17
HYSPECO, INC.		00588612	12/22/2022	320 AIR FITTINGS	01-31-43-6210	65227	9.64
HUMAN RESOURCE STAFFIN		100107241	12/30/2022	PW TEMPORARY EMPLOYEE W/E 12/25/22	01-31-43-6207	65226	306.56
ABSTENENCIA GENTRY		1261-2000012991	12/19/2022	PW TEMPORARY EMPLOYEE W/E 12/18/22	01-31-43-6207	65209	143.69
CERTIFIED POWER INC		15492019	12/20/2022	323 AND 324 TRUCK PARTS	01-31-43-6210	65217	32.19
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0783768-5: 902 N MASON RD NOV 22	01-31-43-6224	65231	43.67
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0472261-7: 12100 CONWAY RD NOV 22	01-31-43-6254	65231	32.97

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0034325-1: 11370 ST PAUL ST NOV 22	01-31-43-6254	65231	38.32
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0567312-4: 10620 COUNTRY VIEW DR NOV 22	01-31-43-6254	65231	54.37
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0578025-9: 1000 BARNES WEST DR NOV 22	01-31-43-6254	65231	49.02
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	0578184-4: 601 COEUR DE VILLE DR NOV 22	01-31-43-6254	65231	97.17
ARAMARK UNIFORM SERVICES		6170091390	12/27/2022	PW SHOP UNIFORM SERVICE	01-31-43-7308	65216	31.46
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-31-43-5234	65211	48.82
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-31-43-5235	65211	4.28
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-31-43-5236	65211	23.70
Division 43 - PARKS MAINTENANCE Total:							17,263.55
Department 31 - PUBLIC WORKS Total:							215,086.41
Department: 32 - COMMUNIITY DEVELOPMENT							
Division: 11 - ADMINISTRATIVE							
MCLAUGHLIN COURT REPORTING SERVICES INC		120822-1	12/08/2022	P&Z PROJECT 22-027 22-035	01-32-11-6202	65099	286.90
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP COM DEV 3211	01-32-11-5243	65120	218.04
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	APA Dues	01-32-11-6262	DFT0006226	668.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-32-11-5234	65211	66.74
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-32-11-5235	65211	5.85
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-32-11-5236	65211	48.90
Division 11 - ADMINISTRATIVE Total:							1,294.43
Division: 61 - BUILDING DEPARTMENT							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP CD INSP 3261	01-32-61-5243	65120	14,057.59
VERIZON WIRELESS SERVICES LLC		9922190495	12/04/2022	TABLETS AND AIRCARDS BLDG 12/5/22-1/4/23	01-32-61-6253	65127	280.07
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	REFUND GIVEN FOR CANCELLED MEMBERSHIP	01-32-61-6262	DFT0006226	-60.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	REFUND GIVEN FOR CANCELLED MEMBERSHIP	01-32-61-6262	DFT0006226	-60.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	MABFO CONFERENCE	01-32-61-6265	DFT0006226	325.00

COUNCIL REPORT INVOICES PAID LISTING
Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	CLOTHING ORDER 7.36 FREIGHT MISSING COMBINED BOXES	01-32-61-7308	DFT0006226	532.25
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	01-32-61-5234	65211	181.65
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	01-32-61-5235	65211	15.88
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	01-32-61-5236	65211	132.44
Division 61 - BUILDING DEPARTMENT Total:							15,404.88
Department 32 - COMMUNIITY DEVELOPMENT Total:							16,699.31
Fund 01 - GENERAL FUND Total:							620,757.41

Fund: 02 - CAPITAL IMPROVEMENT FUND
Department: 61 - CIP
Division: 71 - CIP

SWEETENS CONCRETE SERVICES LLC	PO00631	20222902	11/30/2022	MOSLEY ROAD IMPROVEMENTS	02-61-71-9510	65122	616,210.50
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP CAPITAL FUND 6171	02-61-71-5243	65120	-68.73
HORNER AND SHIFRIN INC	PO00445	67349	12/06/2022	N NEW BALLAS PHASE 1 PAY APP#23 THRU 10/29/22	02-61-71-9510	65093	8,441.25
GEORGE L. CRAWFORD & ASSOCIATES INC	PO00540-R2	10	12/14/2022	LINDBERGH OLD OLIVE DESIGN PAY APP10 THRU 11/30/22	02-61-71-9510	65173	2,591.04
IMS INFRASTRUCTURE MANAGEMENT SERVICES LP	PO00579	50399-11	12/18/2022	FY2022 PAVEMENT RATINGS UPDATE FINAL PAY APP	02-61-71-9510	65176	2,124.35
GEOTECHNOLOGY INC		150156	12/23/2022	PAVEMENT RESURFACING	02-61-71-9510	65224	844.00
SPENCER CONTRACTING COMPANY	PO00662	22179-001	12/30/2022	ASPHALT RESURFACING PROJECT THRU 12/28/22	02-61-71-9510	65239	9,880.00
GERALD LEE RICHARDSON		567567	12/27/2022	ASSESSMENT OF 2003 OLYMPIA MACHINE	02-61-71-9516	65225	1,270.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	02-61-71-5234	65211	24.80
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	02-61-71-5235	65211	2.17
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	02-61-71-5236	65211	18.09
Division 71 - CIP Total:							641,337.47
Department 61 - CIP Total:							641,337.47
Fund 02 - CAPITAL IMPROVEMENT FUND Total:							641,337.47

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 05 - PARKS & STORMWATER FUND							
Department: 61 - CIP							
Division: 71 - CIP							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP P&S FUND 6171	05-61-71-5243	65120	5,079.92
THOUVENOT, WADE & MOERCHEN, INC.	PO00646-R1	76848	11/29/2022	MILLENNIUM PARK PHASE 1 PAY APP# 7 THRU 11/18/22	05-61-71-9506	65124	14,360.90
HR GREEN, INC.	PO00673	156356	10/17/2022	MILLENNIUM PARK REPAIR PAY APP#2 THRU 09/30/22	05-61-71-9509	65144	11,050.00
HR GREEN, INC.	PO00673	157246	11/09/2022	MILLENNIUM TRAIL REPAIR PAY APP#3 THRU 10/28/22	05-61-71-9509	65144	5,525.00
INTUITION AND LOGIC ENGINEERING INC	PO00638-R1	221112	11/30/2022	NEW BALLAS CULVERT DESIGN PAY APP#8 THRU 11/30/22	05-61-71-9509	65146	5,300.00
INTUITION AND LOGIC ENGINEERING INC	PO00644-R1	221113	11/30/2022	ALDEN DRAINAGE DESIGN	05-61-71-9509	65146	275.50
DREXEL TECHNOLOGIES INC		INV93663	11/30/2022	VENABLE PARK PLAYGROUND SAFETY SURFA	05-61-71-9506	65139	40.25
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	05-61-71-5234	65211	22.49
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD&D JAN 23	05-61-71-5235	65211	1.98
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	05-61-71-5236	65211	16.93
Division 71 - CIP Total:							41,672.97
Department 61 - CIP Total:							41,672.97
Fund 05 - PARKS & STORMWATER FUND Total:							41,672.97

Fund: 06 - MUNICIPAL ENTERPRISE FUND
Department: 14 - COMMUNITY SERVICES
Division: 31 - ICE ARENA

ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP ICE 1431	06-14-31-5243	65120	5,981.96
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 GENERAL POLICE AND AUTO LIABILITY	06-14-31-6220	65120	1,542.00
ARAMARK UNIFORM SERVICES		6170082775	12/06/2022	DRC MOPS	06-14-31-7301	65083	18.27
RHINE PARACO GAS OF ST LOUIS		671065	11/08/2022	OLY PROPANE	06-14-31-7307	65113	170.19
RHINE PARACO GAS OF ST LOUIS		678141	12/06/2022	OLY PROPANE	06-14-31-7307	65113	147.87
ARAMARK UNIFORM SERVICES		6170085396	12/13/2022	DRC MOPS	06-14-31-7301	65133	18.27
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Lights Keys	06-14-31-6212	DFT0006226	17.74

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Webster-Kirkwood Times Job Posting	06-14-31-6260	DFT0006226	92.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Janitorial Supplies	06-14-31-7301	DFT0006226	66.20
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	LTS Program Supplies	06-14-31-7304	DFT0006226	26.50
SPIRE		4981701000 12/16/22	12/16/2022	11400 OLDE CABIN RD 11/16/22-12/15/22	06-14-31-6252	DFT0006245	2,074.14
ADVERTISING PREMIUM SALES INC		#4118-1	12/13/2022	EMPLOYEE LOGO APPAREL/MISC	06-14-31-7308	65159	310.78
MURPHY COMPANY	PO00594	225176	11/09/2022	Monthly Walk-Thrus	06-14-31-6211	65191	814.50
ARAMARK UNIFORM SERVICES		6170088752	12/20/2022	DRC TOWELS MOPS	06-14-31-7301	65161	30.35
CHARTER COMMUNICATION		0136635122122	12/21/2022	DRC MONTHLY BILL 12/21/22-1/20/23	06-14-31-6255	65218	68.59
SESAC INC		10615407	01/01/2023	MUSIC PERFORMANCE LICENSE 2023	06-14-31-6262	65238	553.00
RICOH USA, INC		106790595	12/16/2022	DRC PRINTER USE CHARGES 12/12/22-1/11/23	06-14-31-6213	65237	43.66
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	1049261-9: 11400 OLDE CABIN RD NOV 22	06-14-31-6254	65231	1,180.33
GERALD LEE RICHARDSON		567568	12/27/2022	2014 OLYMPIA EMERGENCY REPAIR	06-14-31-6211	65225	465.00
ARAMARK UNIFORM SERVICES		6170091392	12/27/2022	DRC MOPS	06-14-31-7301	65216	18.27
RHINE PARACO GAS OF ST LOUIS		681475	12/20/2022	OLY PROPANE	06-14-31-7307	65236	170.19
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	06-14-31-5234	65211	48.65
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	06-14-31-5235	65211	4.26
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	06-14-31-5236	65211	26.05
Division: 32 - GOLF MAINTENANCE						Division 31 - ICE ARENA Total:	13,888.77
AMERENUE		7072604119 11/22/22	11/22/2022	11400 OLDE CABIN MAINT SHED 8/10/22-11/8/22	06-14-32-6250	DFT0006117	74.53
HYSPECO, INC.		00582966	12/01/2022	HYDRAULIC FITTINGS FOR PROPASS	06-14-32-6211	65095	41.98
OREILLY AUTOMOTIVE STORES INC		0614326211	12/01/2022	BATTERY FOR TURFCO BLOWER	06-14-32-6211	65109	45.85
OREILLY AUTOMOTIVE STORES INC		1388-428974	12/01/2022	VEHICLE FILTERS	06-14-32-6210	65109	174.58
OREILLY AUTOMOTIVE STORES INC		1388-428975	12/01/2022	EQUIPMENT FILTERS	06-14-32-6211	65109	536.27

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES		2103009	11/01/2022	OIL SPRAY PAINT BATHROOM TISSUE	06-14-32-6211	65092	49.20
HOME DEPOT CREDIT SERVICES		2103009	11/01/2022	OIL SPRAY PAINT BATHROOM TISSUE	06-14-32-7301	65092	79.88
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP GOLF MAINT 1432	06-14-32-5243	65120	1,821.64
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 GENERAL POLICE AND AUTO LIABILITY	06-14-32-6220	65120	958.00
HOME DEPOT CREDIT SERVICES		8093305	11/15/2022	PAINT ANTIFREEZE FLASHLIGHT	06-14-32-7301	65092	109.80
HOME DEPOT CREDIT SERVICES		8093305	11/15/2022	PAINT ANTIFREEZE FLASHLIGHT	06-14-32-7302	65092	19.88
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	hanging strap	06-14-32-6212	DFT0006226	25.96
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	power strip	06-14-32-6212	DFT0006226	25.99
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	angle grinder parts	06-14-32-7302	DFT0006226	43.07
OREILLY AUTOMOTIVE STORES INC		1388-430596	12/21/2022	BRAKE CLEANER AND STARTER FLUID	06-14-32-6211	65193	43.92
MTI DISTRIBUTING INC		1367182-00	12/15/2022	IRRIGATION SWING JOINTS	06-14-32-6212	65234	128.00
MTI DISTRIBUTING INC		1371476-00	12/15/2022	O-RINGS FOR SPRAYER	06-14-32-6211	65234	3.21
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	06-14-32-5234	65211	47.34
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	06-14-32-5235	65211	4.15
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	06-14-32-5236	65211	34.52
Division 32 - GOLF MAINTENANCE Total:							4,267.77
Division: 33 - PRO-SHOP							
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP GOLF PRO SHOP 1433	06-14-33-5243	65120	1,132.75
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 GENERAL POLICE AND AUTO LIABILITY	06-14-33-6220	65120	632.00
ADVERTISING PREMIUM SALES INC		3605-1	11/18/2022	TOURNAMENT/HATS/PLAYER PACKAGE	06-14-33-7304	65131	906.84
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Tourney Awards	06-14-33-7304	DFT0006226	498.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	League Awards	06-14-33-7304	DFT0006226	363.50
SPIRE		4981701000 12/16/22	12/16/2022	11400 OLDE CABIN RD 11/16/22-12/15/22	06-14-33-6252	DFT0006245	888.92
CHARTER COMMUNICATION		0136635122122	12/21/2022	DRC MONTHLY BILL 12/21/22-1/20/23	06-14-33-6255	65218	29.39
RICOH USA, INC		106790595	12/16/2022	DRC PRINTER USE CHARGES 12/12/22-1/11/23	06-14-33-6213	65237	43.67

COUNCIL REPORT INVOICES PAID LISTING
Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT		269628	12/20/2022	1049261-9: 11400 OLDE CABIN RD NOV 22	06-14-33-6254	65231	393.44
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	06-14-33-5234	65211	22.81
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	06-14-33-5235	65211	2.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	06-14-33-5236	65211	16.63
Division 33 - PRO-SHOP Total:							4,929.95

Division: 34 - FOOD SERVICES

ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP GOLF FOOD 1434	06-14-34-5243	65120	155.22
ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 GENERAL POLICE AND AUTO LIABILITY	06-14-34-6220	65120	36.00
D AND D DISTRIBUTORS LLP		294741	12/05/2022	BEER FOR RESALE	06-14-34-8316	65090	514.10
ARAMARK UNIFORM SERVICES		6170082775	12/06/2022	DRC SODA TOWELS	06-14-34-7301	65083	14.65
ARAMARK UNIFORM SERVICES		6170085396	12/13/2022	DRC SODA TOWELS	06-14-34-7301	65133	14.65
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Food Resale	06-14-34-8315	DFT0006226	585.72
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Food Resale	06-14-34-8315	DFT0006226	650.00
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Food Resale	06-14-34-8315	DFT0006226	159.93
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Food Resale	06-14-34-8315	DFT0006226	49.55
ARVEST BANK OPERATIONS INC		PURCHASES NOV 22	11/30/2022	Beer Resale	06-14-34-8316	DFT0006226	220.90
ARAMARK UNIFORM SERVICES		6170088752	12/20/2022	DRC SODA TOWELS	06-14-34-7301	65161	13.01
ARAMARK UNIFORM SERVICES		6170091392	12/27/2022	DRC SODA TOWELS	06-14-34-7301	65216	14.65

Division 34 - FOOD SERVICES Total: 2,428.38
Department 14 - COMMUNITY SERVICES Total: 25,514.87
Fund 06 - MUNICIPAL ENTERPRISE FUND Total: 25,514.87
Fund: 11 - SEWER LATERAL FUND
Department: 61 - CIP
Division: 93 - SEWER LATERAL

ST LOUIS AREA INSURANCE TRUST		2237	12/05/2022	FY23 WORK COMP SEWER PW 6193	11-61-93-5243	65120	305.77
KATHRYN HUGHES		SLR 12/2/22	12/02/2022	SANITARY SEWER LATERAL REPAIR REIMBURSEMENT	11-61-93-9315	65097	1,935.00
CAROLYN WILLIAMSON		SLR 12/21/22	12/21/2022	SANITARY SEWER LATERAL REPAIR REIMBURSEMENT	11-61-93-9315	65163	4,125.00

COUNCIL REPORT INVOICES PAID LISTING
Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
MICHAEL & DEBORAH MERRITT		SLR 12/22/22	12/22/2022	SANITARY SEWER LATERAL REPAIR REIMBURSEMENT	11-61-93-9315	65185	1,139.50
AJ WANG		SLR 12/22/22	12/22/2022	SANITARY SEWER LATERAL REPAIR REIMBURSEMENT	11-61-93-9315	65160	2,227.50
TRIPLE HMAA PROPERTIES LL		SLR 12/23/22	12/23/2022	SANITARY SEWER LATERAL REPAIR REIMBURSEMENT	11-61-93-9315	65204	1,640.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LIFE JAN 23	11-61-93-5234	65211	4.00
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	AD & D JAN 23	11-61-93-5235	65211	0.35
AMERICAN UNITED LIFE INSURANCE COMPANY		G 00619325-0000-000 1/1/2	12/16/2022	LTD JAN 23	11-61-93-5236	65211	2.92
Division 93 - SEWER LATERAL Total:							11,380.04
Department 61 - CIP Total:							11,380.04
Fund 11 - SEWER LATERAL FUND Total:							11,380.04

Fund: 19 - PUBLIC SAFETY FUND
Department: 21 - POLICE
Division: 23 - COUNTY PUBLIC SAFETY-PROP P

SAMS CLUB	000653	12/05/2022	SUPPLIES FOR PD LOUNGE	19-21-23-7304	65117	378.92
HOME DEPOT CREDIT SERVICES	3906897	10/31/2022	SALT SPREADER	19-21-23-7302	65092	262.77
SAMS CLUB	CRED11-21	11/21/2022	CREDIT FOR REFUND OF LATE FEES	19-21-23-7304	65117	-39.99
SAMS CLUB	CRED11-21	11/21/2022	CREDIT FOR INTEREST CHARGES	19-21-23-7304	65117	-2.00
SAMS CLUB	CRED11-21	11/21/2022	CREDIT FOR TRANSACTION THAT WAS DISPUTED	19-21-23-7304	65117	-35.24
AMERENUE	0427008070 11/29/22	11/29/2022	350 N NEW BALLAS POLICE 10/25/22-11/27/22	19-21-23-6250	DFT0006241	4,761.02
ARVEST BANK OPERATIONS INC	PURCHASES NOV 22	11/30/2022	2 SOAP DISPENSERS	19-21-23-6212	DFT0006226	37.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 22	11/30/2022	24 D BATTERIES	19-21-23-6212	DFT0006226	47.56
ARVEST BANK OPERATIONS INC	PURCHASES NOV 22	11/30/2022	CALEA WORKSHOP ONLY CONF REGIST-SNELSON	19-21-23-6265	DFT0006226	760.00
SPIRE	0076006378 12/13/22	12/13/2022	350 N NEW BALLAS RD 11/11/22-12/12/22	19-21-23-6252	DFT0006237	102.16
LOCAL CLEANERS LLC	000005	12/06/2022	PD CLEANING SERVICES	19-21-23-6212	65181	1,275.00
CHARTER COMMUNICATION	0371802112522	11/25/2022	350 N NEW BALLAS SPECTRUM VOICE	19-21-23-6253	65166	279.93
CHARTER COMMUNICATION	0371802112522	11/25/2022	350 N NEW BALLAS SPECTRUM TV AND INTERNE	19-21-23-6255	65166	246.30
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-11	12/13/2022	350 N NEW BALLAS RD 10/31-11/30/2022	19-21-23-6254	65184	87.11

COUNCIL REPORT INVOICES PAID LISTING

Payment Dates: 12/8/2022 - 1/4/2023

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT		1225607-9-11-22	11/10/2022	350 N NEW BALLAS RD 9/30- 10/31/2022	19-21-23-6254	65183	87.11
MISSOURI AMERICAN WATER CO		220023905711	12/16/2022	350 N NEW BALLAS 11/16- 12/14	19-21-23-6254	65187	145.62
MISSOURI AMERICAN WATER CO		220023905711-12-22	11/17/2022	350 N NEW BALLAS 10/18- 11/15/2022	19-21-23-6254	65186	690.12
MISSOURI AMERICAN WATER CO		220023905773-12-22	12/05/2022	350 N NEW BALLAS RD 12/2- 1-3-0222	19-21-23-6254	65188	107.52
WIEGMANN ASSOCIATES		72442	11/28/2022	GUN RANGE SERVICE	19-21-23-6211	65208	695.90
INVERIS TRAINING SOLUTIONS INC		INV-0097701	11/11/2022	ANNUAL RANGE PREVENTIVE MAINT	19-21-23-6211	65177	2,065.00
LOCAL CLEANERS LLC		000009	12/13/2022	350 N NEW BALLAS COMMERCAIL CLEANING FOR DECEMBER	19-21-23-6212	65229	1,275.00
WIEGMANN ASSOCIATES		77085	12/15/2022	350 N NEW BALLAS DEC-FEB PREV MAINTENANCE	19-21-23-6211	65243	1,150.00
Division 23 - COUNTY PUBLIC SAFETY-PROP P Total:							14,377.79
Department 21 - POLICE Total:							14,377.79
Fund 19 - PUBLIC SAFETY FUND Total:							14,377.79
Fund: 99 - POOLED CASH							
ARVEST BANK		1797 12/12/22	12/12/2022	EPAYMENT 12/14/22	99-2809	DFT0006181	73,688.00
ARVEST BANK		1797 12/19/22	12/19/2022	EPAYMENT 12/21/22	99-2809	DFT0006213	1,323.96
ARVEST BANK		1797 12/26/22	12/26/2022	EPAYMENT 12/28/22	99-2809	DFT0006230	3,903.84
							78,915.80
							78,915.80
Fund 99 - POOLED CASH Total:							78,915.80
Grand Total:							1,433,956.35

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	620,757.41
02 - CAPITAL IMPROVEMENT FUND	641,337.47
05 - PARKS & STORMWATER FUND	41,672.97
06 - MUNICIPAL ENTERPRISE FUND	25,514.87
11 - SEWER LATERAL FUND	11,380.04
19 - PUBLIC SAFETY FUND	14,377.79
99 - POOLED CASH	78,915.80
Grand Total:	1,433,956.35

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-5243	WORKERS COMPENSATI	48.28
01-11-12-6262	DUES MEMBERSHIPS &	2,873.42
01-11-12-6264	IN TOWN MEETINGS	477.20
01-11-12-6265	TRAVEL & CONFERENCE	791.64
01-11-12-7304	GENERAL SUPPLIES	446.81
01-11-12-7315	SPECIAL EVENTS	1,076.50
01-11-13-5234	GROUP LIFE INSURANCE	22.47
01-11-13-5235	ACCIDENTAL DEATH INS	1.97
01-11-13-5236	DISABILITY INSURANCE	16.38
01-11-13-5243	WORKERS COMPENSATI	73.72
01-11-13-6202	TECHNICAL AND PERSO	300.00
01-11-13-6261	EDUCATION & TRAINING	20.00
01-12-10-6201	LEGAL AND ACCOUNTIN	14,634.50
01-12-11-5234	GROUP LIFE INSURANCE	108.84
01-12-11-5235	ACCIDENTAL DEATH INS	9.52
01-12-11-5236	DISABILITY INSURANCE	78.19
01-12-11-5243	WORKERS COMPENSATI	432.44
01-12-11-6202	TECHNICAL AND PERSO	15.55
01-12-11-6203	PROFESSIONAL SERVICE	5,719.78
01-12-11-6260	ADVERTISING	338.89
01-12-11-6262	DUES MEMBERSHIPS &	119.99
01-12-11-6271	MEDICAL SUPPLIES	120.00
01-12-14-5234	GROUP LIFE INSURANCE	45.19
01-12-14-5235	ACCIDENTAL DEATH INS	3.96
01-12-14-5236	DISABILITY INSURANCE	32.95
01-12-14-5243	WORKERS COMPENSATI	146.40
01-12-14-6201	LEGAL AND ACCOUNTIN	2,166.00
01-12-14-6213	OFFICE EQUIPMENT MAI	353.03

Account Summary

Account Number	Account Name	Payment Amount
01-12-14-7304	GENERAL SUPPLIES	50.05
01-13-11-5234	GROUP LIFE INSURANCE	93.23
01-13-11-5235	ACCIDENTAL DEATH INS	8.15
01-13-11-5236	DISABILITY INSURANCE	54.21
01-13-11-5243	WORKERS COMPENSATI	299.54
01-13-11-6209	ACCOUNTING SERVICES	6,649.73
01-13-11-6213	OFFICE EQUIPMENT MAI	227.50
01-13-11-6262	DUES MEMBERSHIPS &	150.00
01-13-11-6264	IN TOWN MEETINGS	9.59
01-13-11-7304	GENERAL SUPPLIES	484.08
01-13-15-5230	HOSPITAL AND MEDICAL	12,372.69
01-13-15-6203	PROFESSIONAL SERVICE	1,000.00
01-13-15-6220	LIABILITY INSURANCE	44,549.00
01-13-15-6222	PUBLIC OFFICIALS LIABIL	100.00
01-13-15-6253	TELEPHONE	2,215.39
01-13-15-6255	CABLE TV AND INTERNE	297.65
01-13-15-6265	TRAVEL & CONFERENCE	-11.74
01-13-15-6266	EQUIPMENT RENTAL	202.50
01-13-15-6272	EMPLOYEE RELATIONS	4,281.39
01-13-15-7312	OFFICE SUPPLIES	1,720.54
01-13-51-5234	GROUP LIFE INSURANCE	24.83
01-13-51-5235	ACCIDENTAL DEATH INS	2.17
01-13-51-5236	DISABILITY INSURANCE	18.11
01-13-51-5243	WORKERS COMPENSATI	82.02
01-13-51-6202	TECHNICAL AND PERSO	3,200.00
01-13-51-6213	OFFICE EQUIPMENT MAI	495.07
01-13-51-7331	COMPUTER HARDWARE	1,320.87
01-13-51-7332	COMPUTER SOFTWARE	744.33
01-14-11-5234	GROUP LIFE INSURANCE	27.98
01-14-11-5235	ACCIDENTAL DEATH INS	2.45
01-14-11-5236	DISABILITY INSURANCE	10.31
01-14-11-5243	WORKERS COMPENSATI	1,104.19
01-14-11-6213	OFFICE EQUIPMENT MAI	43.67
01-16-11-5234	GROUP LIFE INSURANCE	19.44
01-16-11-5235	ACCIDENTAL DEATH INS	1.70
01-16-11-5236	DISABILITY INSURANCE	14.17
01-16-11-5243	WORKERS COMPENSATI	2,149.73
01-16-11-6212	BUILDING AND GROUND	6,248.79
01-16-11-6250	ELECTRICITY	3,989.86
01-16-11-6252	NATURAL GAS	1,363.41
01-16-11-6254	WATER AND SEWER	737.21
01-16-11-7304	GENERAL SUPPLIES	1,069.86

Account Summary

Account Number	Account Name	Payment Amount
01-16-11-7308	WEARING APPAREL AND	86.80
01-2101	ST. LOUIS CITY EARNING	217.14
01-2111	PAYROLL GARNISHMENT	27.95
01-21-11-5234	GROUP LIFE INSURANCE	215.67
01-21-11-5235	ACCIDENTAL DEATH INS	19.28
01-21-11-5236	DISABILITY INSURANCE	129.35
01-21-11-5243	WORKERS COMPENSATI	12,246.86
01-21-11-6203	PROFESSIONAL SERVICE	900.00
01-21-11-6210	VEHICLE MAINTENANCE	36.76
01-21-11-6253	TELEPHONE	320.08
01-21-11-6262	DUES MEMBERSHIPS &	100.00
01-21-11-6264	IN TOWN MEETINGS	45.00
01-21-11-6265	TRAVEL & CONFERENCE	500.00
01-21-11-6271	MEDICAL SUPPLIES	679.47
01-21-11-7302	SMALL TOOLS	16.96
01-21-11-7307	GASOLINE, PROPANE &	173.37
01-21-21-5234	GROUP LIFE INSURANCE	131.03
01-21-21-5235	ACCIDENTAL DEATH INS	11.46
01-21-21-5236	DISABILITY INSURANCE	95.55
01-21-21-5243	WORKERS COMPENSATI	13,072.28
01-21-21-6202	TECHNICAL AND PERSO	282.74
01-21-21-6203	PROFESSIONAL SERVICE	4,112.00
01-21-21-7304	GENERAL SUPPLIES	132.06
01-21-21-7307	GASOLINE, PROPANE &	563.79
01-21-22-5234	GROUP LIFE INSURANCE	929.55
01-21-22-5235	ACCIDENTAL DEATH INS	81.33
01-21-22-5236	DISABILITY INSURANCE	578.61
01-21-22-5243	WORKERS COMPENSATI	71,110.79
01-21-22-6202	TECHNICAL AND PERSO	6,499.00
01-21-22-6203	PROFESSIONAL SERVICE	402.00
01-21-22-6210	VEHICLE MAINTENANCE	1,211.91
01-21-22-6271	MEDICAL SUPPLIES	440.00
01-21-22-7302	SMALL TOOLS	266.82
01-21-22-7304	GENERAL SUPPLIES	86.99
01-21-22-7307	GASOLINE, PROPANE &	6,807.51
01-21-22-7308	WEARING APPAREL AND	33.00
01-21-22-7313	RANGE SUPPLIES	6,042.30
01-21-22-9503	EQUIPMENT	14,397.12
01-2211	HEALTH INSURANCE	107,380.79
01-2213	DENTAL INSURANCE PAY	5,365.18
01-2215	INTENSIVE CARE/CANCE	437.70
01-2216	SUPPLEMENTAL LIFE	1,303.14

Account Summary

Account Number	Account Name	Payment Amount
01-2218	VISION CARE	943.66
01-2222	SHORT TERM DISABILITY	528.04
01-2224	VISION CARE-COBRA	8.05
01-2410	INMATE SECURITY ACCO	284.59
01-2412	PEACE OFFICER AND STA	4.00
01-2413	CVC - CRIME VICTIMS C	30.00
01-31-11-5234	GROUP LIFE INSURANCE	139.98
01-31-11-5235	ACCIDENTAL DEATH INS	12.25
01-31-11-5236	DISABILITY INSURANCE	47.12
01-31-11-5243	WORKERS COMPENSATI	1,765.05
01-31-11-6203	PROFESSIONAL SERVICE	2,450.00
01-31-11-6213	OFFICE EQUIPMENT MAI	265.60
01-31-11-7308	WEARING APPAREL AND	509.41
01-31-41-5234	GROUP LIFE INSURANCE	186.21
01-31-41-5235	ACCIDENTAL DEATH INS	16.30
01-31-41-5236	DISABILITY INSURANCE	82.82
01-31-41-5243	WORKERS COMPENSATI	20,650.05
01-31-41-6202	TECHNICAL AND PERSO	38,464.82
01-31-41-6207	TEMP PROFESSIONAL SE	8,250.59
01-31-41-6210	VEHICLE MAINTENANCE	585.28
01-31-41-6211	EQUIPMENT MAINTENA	967.28
01-31-41-6212	BUILDING AND GROUND	52,786.90
01-31-41-6250	ELECTRICITY	1,112.31
01-31-41-6251	STREET LIGHTING	10,475.45
01-31-41-6252	NATURAL GAS	652.84
01-31-41-6253	TELEPHONE	98.76
01-31-41-6254	WATER AND SEWER	13,119.84
01-31-41-6266	EQUIPMENT RENTAL	402.26
01-31-41-7302	SMALL TOOLS	209.88
01-31-41-7307	GASOLINE, PROPANE &	1,058.18
01-31-41-7308	WEARING APPAREL AND	592.28
01-31-41-7310	SNOW REMOVAL	33,466.87
01-31-41-7311	STREET SIGNS	1,168.50
01-31-41-9503	EQUIPMENT	8,286.03
01-31-43-5234	GROUP LIFE INSURANCE	48.82
01-31-43-5235	ACCIDENTAL DEATH INS	4.28
01-31-43-5236	DISABILITY INSURANCE	23.70
01-31-43-5243	WORKERS COMPENSATI	5,331.49
01-31-43-6207	TEMP PROFESSIONAL SE	2,750.20
01-31-43-6210	VEHICLE MAINTENANCE	195.10
01-31-43-6211	EQUIPMENT MAINTENA	322.42
01-31-43-6212	BUILDING AND GROUND	1,281.60

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6224	TAPPMAYER HOUSE MAI	620.58
01-31-43-6250	ELECTRICITY	1,100.90
01-31-43-6252	NATURAL GAS	652.84
01-31-43-6253	TELEPHONE	32.92
01-31-43-6254	WATER AND SEWER	769.10
01-31-43-6266	EQUIPMENT RENTAL	402.25
01-31-43-7307	GASOLINE, PROPANE &	160.85
01-31-43-7308	WEARING APPAREL AND	197.42
01-31-43-9503	EQUIPMENT	3,369.08
01-32-11-5234	GROUP LIFE INSURANCE	66.74
01-32-11-5235	ACCIDENTAL DEATH INS	5.85
01-32-11-5236	DISABILITY INSURANCE	48.90
01-32-11-5243	WORKERS COMPENSATI	218.04
01-32-11-6202	TECHNICAL AND PERSO	286.90
01-32-11-6262	DUES MEMBERSHIPS &	668.00
01-32-61-5234	GROUP LIFE INSURANCE	181.65
01-32-61-5235	ACCIDENTAL DEATH INS	15.88
01-32-61-5236	DISABILITY INSURANCE	132.44
01-32-61-5243	WORKERS COMPENSATI	14,057.59
01-32-61-6253	TELEPHONE	280.07
01-32-61-6262	DUES MEMBERSHIPS &	-120.00
01-32-61-6265	TRAVEL & CONFERENCE	325.00
01-32-61-7308	WEARING APPAREL AND	532.25
01-4420	BUILDING PERMITS	1,745.00
01-4604	POLICE MISC REVENUE	-1.48
02-61-71-5234	GROUP LIFE INSURANCE	24.80
02-61-71-5235	ACCIDENTAL DEATH INS	2.17
02-61-71-5236	DISABILITY INSURANCE	18.09
02-61-71-5243	WORKERS COMPENSATI	-68.73
02-61-71-9510	STREETS	640,091.14
02-61-71-9516	CAPITAL EQUIPMENT	1,270.00
05-61-71-5234	GROUP LIFE INSURANCE	22.49
05-61-71-5235	ACCIDENTAL DEATH INS	1.98
05-61-71-5236	DISABILITY INSURANCE	16.93
05-61-71-5243	WORKERS COMPENSATI	5,079.92
05-61-71-9506	PARK DEVELOPMENT PR	14,401.15
05-61-71-9509	STORMWATER PROJECTS	22,150.50
06-14-31-5234	GROUP LIFE INSURANCE	48.65
06-14-31-5235	ACCIDENTAL DEATH INS	4.26
06-14-31-5236	DISABILITY INSURANCE	26.05
06-14-31-5243	WORKERS COMPENSATI	5,981.96
06-14-31-6211	EQUIPMENT MAINTENA	1,279.50

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-6212	BUILDING AND GROUND	17.74
06-14-31-6213	OFFICE EQUIPMENT MAI	43.66
06-14-31-6220	LIABILITY INSURANCE	1,542.00
06-14-31-6252	NATURAL GAS	2,074.14
06-14-31-6254	WATER AND SEWER	1,180.33
06-14-31-6255	CABLE TV AND INTERNE	68.59
06-14-31-6260	ADVERTISING	92.00
06-14-31-6262	DUES MEMBERSHIPS &	553.00
06-14-31-7301	CHEMICALS & CLEANING	151.36
06-14-31-7304	GENERAL SUPPLIES	26.50
06-14-31-7307	GASOLINE, PROPANE &	488.25
06-14-31-7308	WEARING APPAREL AND	310.78
06-14-32-5234	GROUP LIFE INSURANCE	47.34
06-14-32-5235	ACCIDENTAL DEATH INS	4.15
06-14-32-5236	DISABILITY INSURANCE	34.52
06-14-32-5243	WORKERS COMPENSATI	1,821.64
06-14-32-6210	VEHICLE MAINTENANCE	174.58
06-14-32-6211	EQUIPMENT MAINTENA	720.43
06-14-32-6212	BUILDING AND GROUND	179.95
06-14-32-6220	LIABILITY INSURANCE	958.00
06-14-32-6250	ELECTRICITY	74.53
06-14-32-7301	CHEMICALS & CLEANING	189.68
06-14-32-7302	SMALL TOOLS	62.95
06-14-33-5234	GROUP LIFE INSURANCE	22.81
06-14-33-5235	ACCIDENTAL DEATH INS	2.00
06-14-33-5236	DISABILITY INSURANCE	16.63
06-14-33-5243	WORKERS COMPENSATI	1,132.75
06-14-33-6213	OFFICE EQUIPMENT MAI	43.67
06-14-33-6220	LIABILITY INSURANCE	632.00
06-14-33-6252	NATURAL GAS	888.92
06-14-33-6254	WATER AND SEWER	393.44
06-14-33-6255	CABLE TV AND INTERNE	29.39
06-14-33-7304	GENERAL SUPPLIES	1,768.34
06-14-34-5243	WORKERS COMPENSATI	155.22
06-14-34-6220	LIABILITY INSURANCE	36.00
06-14-34-7301	CHEMICALS & CLEANING	56.96
06-14-34-8315	SANDWICHES AND HOT	1,445.20
06-14-34-8316	BEER	735.00
11-61-93-5234	GROUP LIFE INSURANCE	4.00
11-61-93-5235	ACCIDENTAL DEATH INS	0.35
11-61-93-5236	DISABILITY INSURANCE	2.92
11-61-93-5243	WORKERS COMPENSATI	305.77

Account Summary

Account Number	Account Name	Payment Amount
11-61-93-9315	SEWER LATERAL REIMB	11,067.00
19-21-23-6211	EQUIPMENT MAINTENA	3,910.90
19-21-23-6212	BUILDING AND GROUND	2,635.54
19-21-23-6250	ELECTRICITY	4,761.02
19-21-23-6252	NATURAL GAS	102.16
19-21-23-6253	TELEPHONE	279.93
19-21-23-6254	WATER AND SEWER	1,117.48
19-21-23-6255	CABLE TV AND INTERNE	246.30
19-21-23-6265	TRAVEL & CONFERENCE	760.00
19-21-23-7302	SMALL TOOLS	262.77
19-21-23-7304	GENERAL SUPPLIES	301.69
99-2809	EPAYABLES LIABILITY	78,915.80
Grand Total:		1,433,956.35

Project Account Summary

Project Account Key	Payment Amount
None	756,926.99
14708E	617,054.50
204E	14,360.90
215E	40.25
21701E	8,441.25
21702E	2,591.04
402E	275.50
403E	5,300.00
405E	16,575.00
60022E	9,880.00
602E	2,124.35
COVID19E	14.99
ISFE	284.59
K9 UNITE	86.99
Grand Total:	1,433,956.35

SUBSTITUTE BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE RESTRICTING PUBLIC SMOKING AND
CONSUMPTION OF MARIJUANA.**

WHEREAS, Article II of Chapter 215 of the City Code regulates public smoking, and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to address public health concerns related to such constitutional change,

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

SECTION 1. Section 215.080 Definitions of the City Code of Ordinances is hereby amended by adding the following additional defined terms:

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

SECTION 2. A new Section 215.115 Restrictions On~~No-Public~~ Smoking or Consumption of Marijuana is hereby enacted as follows:

Section 215.115 Restrictions On~~No-Public~~ Smoking or Consumption of Marijuana.

1. Marijuana shall not be smoked in any public area in the City, including but not limited to outdoor areas, places of employment, public meeting, and public places. A person who violates this prohibition shall be subject to a civil penalty not exceeding \$100.

2. Marijuana-infused products shall not be consumed in any public area in the City, except for culinary dishes or beverages prepared by a restaurant in the City for on-site consumption on the same day such dishes or beverages are~~it is~~ prepared.

3. Marijuana shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City. No person shall smoke marijuana within a motor vehicle or other motorized form of transportation while it is being operated within the City.

4. Marijuana-infused products shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City.

SECTION 3. 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 _____, 202__.

JOSEPH MARTINICH
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 202__.

ROBERT HOFFFMAN, MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

**AN ORDINANCE RESTRICTING PUBLIC SMOKING AND
CONSUMPTION OF MARIJUANA.**

WHEREAS, Article II of Chapter 215 of the City Code regulates public smoking, and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to address public health concerns related to such constitutional change,

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

SECTION 1. Section 215.080 Definitions of the City Code of Ordinances is hereby amended by adding the following additional defined terms:

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

SECTION 2. A new Section 215.115 No Public Smoking or Consumption of Marijuana is hereby enacted as follows:

Section 215.115 No Public Smoking or Consumption of Marijuana.

1. Marijuana shall not be smoked in any public area in the City, including but not limited to outdoor areas, places of employment, public meeting, and public places. A person who violates this prohibition shall be subject to a civil penalty not exceeding \$100.

2. Marijuana-infused products shall not be consumed in any public area in the City, except for culinary dishes or beverages prepared by a restaurant in the City for on-site consumption on the same day it is prepared.

SECTION 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

BILL NO. 6044

ORDINANCE NO. _____

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2023.

DR. ROBERT HOFFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

SUBSTITUTE BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 210 AND 342 OF THE MUNICIPAL CODE~~CODE SECTIONS 210.530, 210.540 AND 210.545~~ AND ENACTING A NEW CODE SECTION 210. 535 REGARDING CONTROLLED SUBSTANCES TO ADDRESS MISSOURI CONSTITUTIONAL CHANGES CONCERNING RECREATIONAL MARIJUANA.

WHEREAS, City Code Chapters 210 and 342~~Sections 210.530, 210.540 and 210.545~~ establish violations related to controlled substances including marijuana, and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to conform to such constitutional change,

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

SECTION 1. Section 210.005 of the City Code of Ordinances is revised by adding and amending the terms as stated herein and Sections 210.530, 210.540, and 210.545 of the City Code of Ordinances regarding controlled substances are hereby revised, and a new Section 210.535 is hereby enacted, to read as follows:

Section 210.005. Definitions.

CONTROLLED SUBSTANCE

A drug, substance, or immediate precursor in Schedules I through V as defined in Chapter 195, RSMo., including marijuana.

INTOXICATED

Under the influence of alcohol, a controlled substance, or drug, or marijuana, or any combination thereof.

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA ACCESSORIES – any equipment, product, material, or combination of equipment, products, or materials, specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or ingesting, inhaling or otherwise introducing marijuana into the human body.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Section 210.530. Possession Of A Controlled Substance.

[Ord. No. 5508 § 2, 11-28-2016]

A. A person commits the offense of possession of a controlled substance if he or she knowingly possesses or delivers a controlled substance, except as ~~allowed~~authorized by Article XIV, Section 1 or Section 2 of the Missouri Constitution, or Chapter 195 or Chapter 579, RSMo. In any complaint, information, action or proceeding brought for the enforcement of this Section, it shall not be necessary to include any exception, excuse, proviso or exemption contained in this Code or Article XIV, Section 1 or Section 2 of the Missouri Constitution or Chapter 195 or Chapter 579, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant. ~~Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1, subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

B. It is an offense to deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age.

C. A person who possesses, produces, delivers without receiving consideration or remuneration to another person who is at least 21 years of age, or possess with intent to deliver, not more than twice the amount of marijuana allowed pursuant to Article XIV, Section 2, subsection 10 of the Missouri Constitution shall thereby commit a violation and be subject to civil penalty and forfeiture of the marijuana as provided in Article XIV, Section 2, subsection 10(6) of the Missouri Constitution.

D. It is an offense for a person younger than twenty-one years of age to purchase, possess, use, consume, transport marijuana or marijuana accessories. A person who is under 21 years of age who possesses, uses, ingests, inhales, transports, delivers without consideration or distributes without consideration three ounces or less of marijuana, or possesses, delivers without consideration or distributes without consideration marijuana accessories in violation of Article XIV, Section 2,

subsection 10 of the Missouri Constitution shall be subject to a civil penalty not to exceed \$100 and forfeiture of the marijuana. Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the civil penalty.

[1]

Note: See Sections 579.015 and 579.020, RSMo.

Section 210.535. Unlawful Marijuana Cultivation Practices.

A person who is not a Missouri licensed marijuana facility or medical facility commits the offense of unlawful marijuana cultivation practices if they cultivate marijuana plants in excess of the amount allowed by law or that are visible by normal, unaided vision from a public place or that are not kept in a locked space, and such person shall be subject to a civil penalty not exceeding \$250.00 and forfeiture of the marijuana.

Section 210.540. Unlawful Possession Of Drug Paraphernalia.

[Ord. No. 5508 § 2, 11-28-2016]

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses or possesses with intent to use drug paraphernalia as defined by Chapter 195, RSMo., to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance ~~as defined by~~ or an imitation controlled substance as defined by Chapter 195, RSMo., in violation of Chapter 195 or Chapter 579, RSMo. ~~except as allowed by~~ ~~Notwithstanding the foregoing, a person who meets the limitations and requirements of~~ Article XIV, Section 1 ~~or Section 2 of the Missouri Constitution. ,subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

[1]

Note: See Section 579.074, RSMo.

Section 210.545. Prohibited Acts.

[R.O. 2008 § 18-36; Ord. No. 1002 § 2, 10-12-1981, Ord. No. 5508 § 2, 11-28-2016]

1. It is an offense for any person to distribute, deliver, or sell, or possess or manufacture with intent to distribute, deliver or sell, drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance or imitation controlled substance as defined by Chapter 195 RSMo, except as allowed by ~~in violation of Chapter 195 or Chapter 579, RSMo. or Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1 or Section 2 of the Missouri Constitution. ,subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

2. It is an offense for any person to possess or consume marijuana or to possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, or in a school bus.

[1]

Note: See Sections 579.040 and 579.076, RSMo

SECTION 2. The Title to Chapter 342 is amended and Section 342.010 is amended by amending and adding the terms as set forth herein and a new Section 342.025 is added as follows:

New Chapter 342 title: Drug and Alcohol-Related Offenses.

Section 342.010 Definitions

CONTROLLED SUBSTANCE

A drug, substance, or immediate precursor in Schedules I through V as defined in Chapter 195, RSMo., including marijuana.

INTOXICATED OR INTOXICATED CONDITION

A person is intoxicated or in an intoxicated condition when they are~~he or she is~~ under the influence of alcohol, a controlled substance, or drug, or marijuana, or any combination thereof, or is otherwise “driving under the influence of alcohol or of a controlled substance” as defined in Section 302.700 RSMo.

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA ACCESSORIES – any equipment, product, material, or combination of equipment, products, or materials, specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or ingesting, inhaling or otherwise introducing marijuana into the human body.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Section 342.025 Restrictions on Marijuana in Vehicles

1. Marijuana shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City. No person shall smoke

marijuana within a motor vehicle or other motorized form of transportation while it is being operated within the City.

2. Marijuana-infused products shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City.

SECTION 3. 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 _____, 202__.

JOSEPH MARTINICH
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 202__.

ROBERT HOFFFMAN, MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODE SECTIONS 210.530, 210.540 AND 210.545 AND ENACTING A NEW CODE SECTION 210. 535 REGARDING CONTROLLED SUBSTANCES TO ADDRESS MISSOURI CONSTITUTIONAL CHANGES CONCERNING RECREATIONAL MARIJUANA.

WHEREAS, City Code Sections 210.530, 210.540 and 210.545 establish violations related to controlled substances including marijuana, and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to conform to such constitutional change,

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

SECTION 1. Sections 210.530, 210.540, and 210.545 of the City Code of Ordinances regarding controlled substances are hereby revised, and a new Section 210.535 is hereby enacted, to read as follows:

Section 210.530. Possession Of A Controlled Substance.

[Ord. No. 5508 § 2, 11-28-2016]

A. A person commits the offense of possession of a controlled substance if he or she knowingly possesses or delivers a controlled substance, except as ~~allowed~~[authorized](#) by Article XIV, Section 1 ~~or Section 2~~ of the Missouri Constitution, or Chapter 195 or Chapter 579, RSMo. In any complaint, information, action or proceeding brought for the enforcement of this Section, it shall not be necessary to include any exception, excuse, proviso or exemption contained in this Code or Article XIV, Section 1 ~~or Section 2~~ of the Missouri Constitution or Chapter 195 or Chapter 579, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant. ~~Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1, subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an~~

~~identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

B. A person who possesses, produces, delivers without receiving consideration or remuneration to another person who is at least 21 years of age, or possess with intent to deliver, not more than twice the amount of marijuana allowed pursuant to Article XIV, Section 2, subsection 10 of the Missouri Constitution shall thereby commit a violation and be subject to civil penalty and forfeiture of the marijuana as provided in Article XIV, Section 2, subsection 10(6) of the Missouri Constitution.

C. A person who is under 21 years of age who possesses, uses, ingests, inhales, transports, delivers without consideration or distributes without consideration three ounces or less of marijuana, or possesses, delivers without consideration or distributes without consideration marijuana accessories in violation of Article XIV, Section 2, subsection 10 of the Missouri Constitution shall be subject to a civil penalty not to exceed \$100 and forfeiture of the marijuana. Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the civil penalty.

[1]

Note: See Sections 579.015 and 579.020, RSMo.

Section 210.535. Unlawful Marijuana Cultivation Practices.

A person who is not a Missouri licensed marijuana facility or medical facility commits the offense of unlawful marijuana cultivation practices if they cultivate marijuana plants that are visible by normal, unaided vision from a public place or that are not kept in a locked space, and such person shall be subject to a civil penalty not exceeding \$250.00 and forfeiture of the marijuana.

Section 210.540. Unlawful Possession Of Drug Paraphernalia.

[Ord. No. 5508 § 2, 11-28-2016]

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses or possesses with intent to use drug paraphernalia as defined by Chapter 195, RSMo., to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance ~~as defined by~~ or an imitation controlled substance as defined by Chapter 195, RSMo., in violation of Chapter 195 or Chapter 579, RSMo. except as allowed by ~~Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1 or Section 2 of the Missouri Constitution., subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

[1]

Note: See Section 579.074, RSMo.

Section 210.545. Prohibited Acts.

[R.O. 2008 § 18-36; Ord. No. 1002 § 2, 10-12-1981, Ord. No. 5508 § 2, 11-28-2016]

It is an offense for any person to distribute, deliver, or sell, or possess or manufacture with intent to distribute, deliver or sell, drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest,

inhale or otherwise introduce into the human body a controlled substance or imitation controlled substance ~~as defined by Chapter 195 RSMo, except as allowed by~~ ~~in violation of Chapter 195 or Chapter 579, RSMo. or Notwithstanding the foregoing, a person who meets the limitations and requirements of Article XIV, Section 1 or Section 2 of the Missouri Constitution., subsection 5(1) shall not be subject to arrest, liability or sanction, provided that they produce on demand by a police officer a valid qualifying patient identification card, a valid qualifying patient cultivation identification card, a valid physician certification while making application for an identification card, a valid primary caregiver identification card, or other proof of valid authorization including as issued by another state or political subdivision thereof.~~

[1]

Note: See Sections 579.040 and 579.076, RSMo

SECTION 2. 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 _____, 202__.

JOSEPH MARTINICH

PRESIDENT OF THE CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 202__.

ROBERT HOFFFMAN, MAYOR

ATTEST:

KELLIE HENKE, ~~MRCC~~
CITY CLERK

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 9,044 SQUARE FOOT MEXICAN BARREL HOUSE RESTURANT
LOCATED AT 1085 NORTH MASON ROAD**

WHEREAS, under Section 405.360(C), all eating and drinking places in the “GC”, General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Stewart MacGregor, of OSM INC., submitted an application for a new conditional use permit for a new restaurant in an existing 9,044 square foot restaurant building, Mexican Barrel House, with 198 indoor seats and 84 outdoor seats, at 1085 North Mason Road; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 21, 2022 and Monday, December 5, 2022, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 5, 2022; and

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

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

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

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 1085 North Mason Road, in the "GC" General Commercial zoning district, whose legal description is as follows:

LOT 7 OF THE BOUNDARY ADJUSTMENT PLAT OF THE RESUBDIVISION OF LOTS 3, 4, AND 5 OF BELLERIVE EXECUTIVE PARK PLAT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 168, PAGE 80 OF THE SAINT LOUIS COUNTY RECORDS.

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

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 14, 2022 and November 29, 2022, as bound together and submitted in conjunction with Application #22-027 by OSM INC, except as modified below.
2. A Final Landscape Plan shall be submitted with the Building Permit application in substantial conformance with the Landscape Plan received November 14, 2022, as bound together and submitted in conjunction with Application #22-027 by OSM INC.
3. The hours of operation shall be Monday-Thursday 7 AM to 10 PM, Friday-Saturday 7AM to 12AM, and Sunday 9AM to 7PM. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Indoor seating capacity shall be limited to 198 seats in order to comply with the required parking spaces per capacity and building square footage unless a parking agreement with adjacent property owner can be reached to account for the 7 spaces needed per Section 405.800(E). In which case the proposed 220 indoor seats would be allowed with the submission of the parking agreement documents submitted for review by the City Attorney and recorded with St. Louis County.
5. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
6. All Existing non-compliant lighting shall be replaced with lighting in compliance with Sections 405.680 and 405.810 of the Zoning Ordinance.
7. The accessible parking spaces and signage shall be in compliance with Section 405.840.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. The Site Development Plans shall be amended to show all new sidewalks to be 6 feet wide or 8 feet wide if used as a curb stop.
10. Existing non-conforming pole sign to be refaced and reused shall be repainted and maintained in good repair.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the

Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF CITY COUNCIL

BILL NO. 6046

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



APPLICATION TO PLANNING AND ZONING COMMISSION
#22-027: CONDITIONAL USE PERMIT FOR A 9,044 SQUARE FOOT
MEXICAN BARREL HOUSE RESTAURANT LOCATED AT 1085 NORTH
MASON ROAD

FOR THE MEETING OF: Monday, December 5, 2022

LOCATION: 1085 North Mason Road, zoned GC-General Commercial District

REQUEST: Stewart MacGregor, of OSM, Inc., on behalf of Floroz Properties, LLC, has submitted an application for a Conditional Use Permit with associated site development plan for The Mexican Barrel House restaurant located at 1085 North Mason Road in the "GC" General Commercial zoning district. The restaurant would be located in the former Houlihan's restaurant building with revised exterior elevations, landscaping, and a new outdoor patio area. The building is 9,044 Square feet with 220 indoor seats and 84 outdoor seats. This request was continued from the November 21, 2022 meeting of the Planning and Zoning Commission. Please refer to the previous staff report for additional project details.

ADDITIONAL INFORMATION:

Under Section 405.210, Table A of the Zoning Code, Full-Service Restaurants (NAICS 722511) require the issuance of a conditional use permit subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Plan References

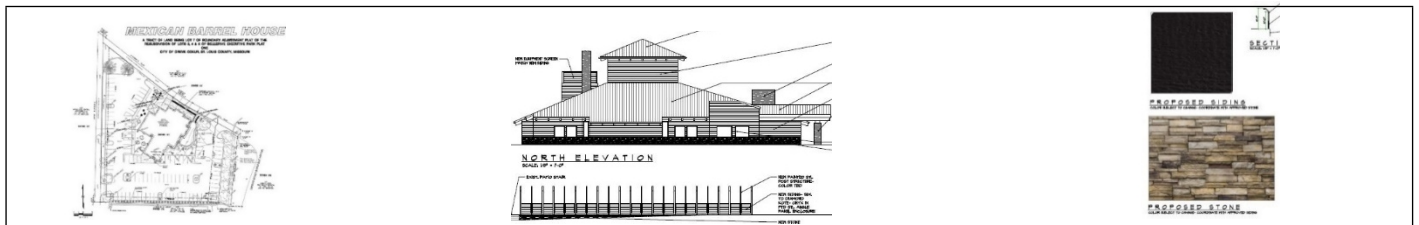
- Mixed Use District
- Design Guidelines

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Uses
- Section 1080: Site Concept, Site Development and Minor Site Plan Approval

APPLICANT: Alfredo Flores
Floroz Properties, LLC
1085 N. Mason Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Stewart MacGregor
OSM, Inc
2190 S. Mason Road, Suite 202
St, Louis, MO 63131



REPORT PREPARED BY: Bethany L. Moore, City Planner

DATE: 11/17/2022

ATTACHMENTS: Applicant's Materials received November 14, 2022
Draft Ordinance

PROPOSAL

This proposal was continued from the November 21, 2022 Planning and Zoning Commission in order to provide the applicant with more time to submit additional information for the parking concerns and alternative colors for the siding. The applicant has provided more information concerning how the 7 parking spaces lacking on site for the proposed 220 indoor seats will be addressed as well as provided two alternative siding colors for the Commission's review. Please refer to the previous staff report for additional information about the proposal.

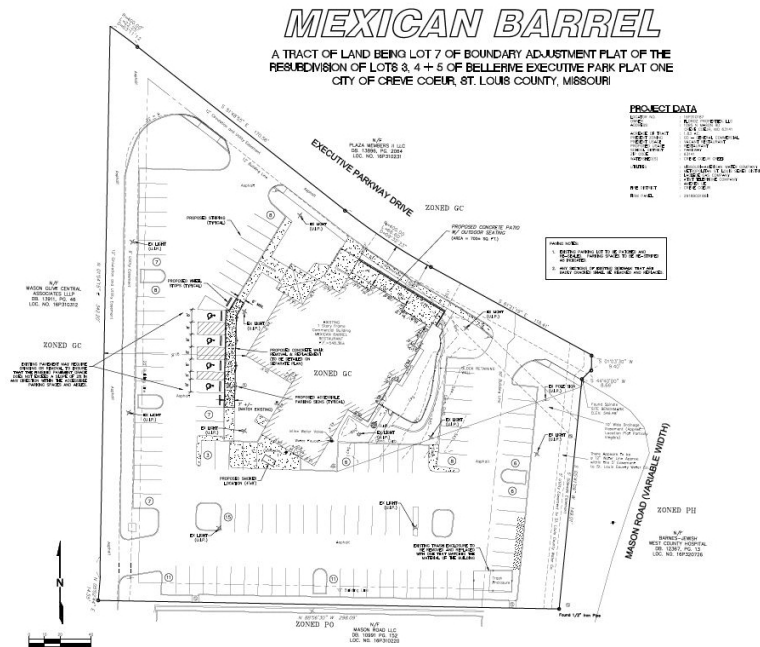


Figure 1: Proposed Site Plan



Figure 2: Proposed alternative siding colors, in “Bedrock” on the left and “Smoke Ash” on the right, with proposed water table stone.

Building Materials

The City's Design Guidelines recommend that materials should have good architectural character, be durable, and be selected for their compatibility with adjoining buildings and properties. The design of the existing building will not change, however, new exterior materials are proposed to update the appearance. The proposal for the exterior façade renovation includes reutilizing the existing standing seam metal roof in good condition along with the introduction of new Diamond Kote wood siding and new stone veneer water table of Versetta Stone in the color "Plum Creek." The original "Onyx" color of the siding was determined to be too dark to effectively blend in with the surrounding building colors and materials. The Planning and Zoning Commission requested alternative siding colors be submitted for review. The applicant has submitted two alternatives; "Bedrock" and "Smokey Ash." Figure 2 shows the proposed siding color choices against the proposed stone material. Staff believes either option would be an acceptable color choice for the building.

Parking

The existing parking lot for the former Houlihan's restaurant has a total of 103 parking spaces. Per Section 405.820, calculating the required parking for this restaurant use requires 1 parking space per 250 square feet of floor space and 1 parking space per 3 indoor seats. The outdoor seating is no longer considered for required parking spaces per Ordinances 5806 and 5807 passed in October 2022. The total required parking for this use with 9,044 square feet of floor space and 220 indoor seats is 110 parking spaces. The site is 7 parking spaces short of the required for the proposed seat capacity. Staff recommended reducing the seating capacity to 198 in order to be compliant with the required parking spaces. The applicant has stated that they are working towards a parking agreement with the adjacent property owner to make up for the 7 spaces. The agreement is not finalized and the applicant has stated that if they are unable to reach an agreement with the adjacent property owner then they will comply with the seating reduction recommended by staff. A condition of approval has been added to reflect this parking agreement/seating reduction and require a new floor plan reflecting the reduced seating if an agreement cannot be reached.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, and Zoning Regulations, apart from the parking requirements to be addressed through a parking agreement or seating reduction. The Commission should discuss the lighter siding colors. After discussion with the applicant, if the Planning and Zoning Commission finds that the Application is in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

The following are the recommended conditions of approval for this proposal.

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 14, 2022, except as amended below, as bound together and submitted in conjunction with Application #22-027 by OSM INC, and colors as approved by the City, except as modified below.
2. A Final Landscape Plan shall be submitted with the Building Permit application in substantial conformance with the Landscape Plan received November 14, 2022, as bound together and submitted in conjunction with Application #22-027 by OSM INC.
3. The hours of operation shall be Monday-Thursday 7 AM to 10 PM, Friday-Saturday 7AM to 12AM, and Sunday 9AM to 7PM. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Indoor seating capacity shall be limited to 198 seats, demonstrated by submission of revised floor plan, in order to comply with the required parking spaces per capacity and building square

footage unless a parking agreement with adjacent property owner can be reached to account for the 7 spaces needed per Section 405.800(E). In which case the proposed 220 indoor seats would be allowed with the submission of the parking agreement documents submitted for review by the City Attorney and recorded with St. Louis County.

5. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
6. All Existing non-compliant lighting shall be replaced with lighting in compliance with Sections 405.680 and 405.810 of the Zoning Ordinance.
7. The accessible parking spaces and signage shall be in compliance with Section 405.840.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. The Site Development Plans shall be amended to show all new sidewalks to be 6 feet wide or 8 feet wide if used as a curb stop.
10. Existing non-conforming pole sign to be refaced and reused shall be repainted and maintained in good repair.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
14. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
15. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION AND MOTION

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

“I move to recommend approval of a Conditional Use Permit with Minor Site Development Plan for a Mexican Barrel House restaurant at 1085 North Mason Road, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of December 5, 2022”
(conditions may be added, eliminated, or modified by preceding motion).

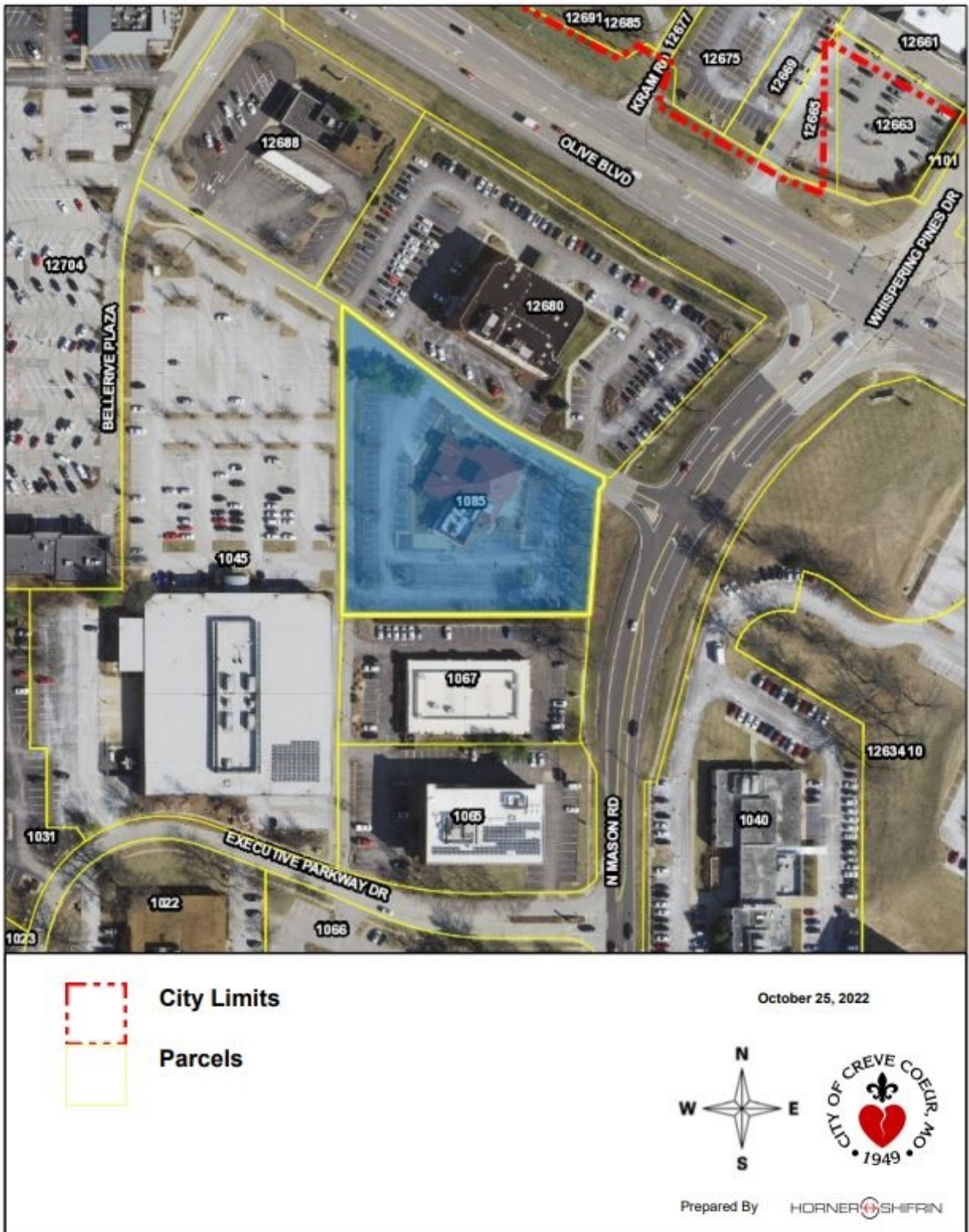
APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

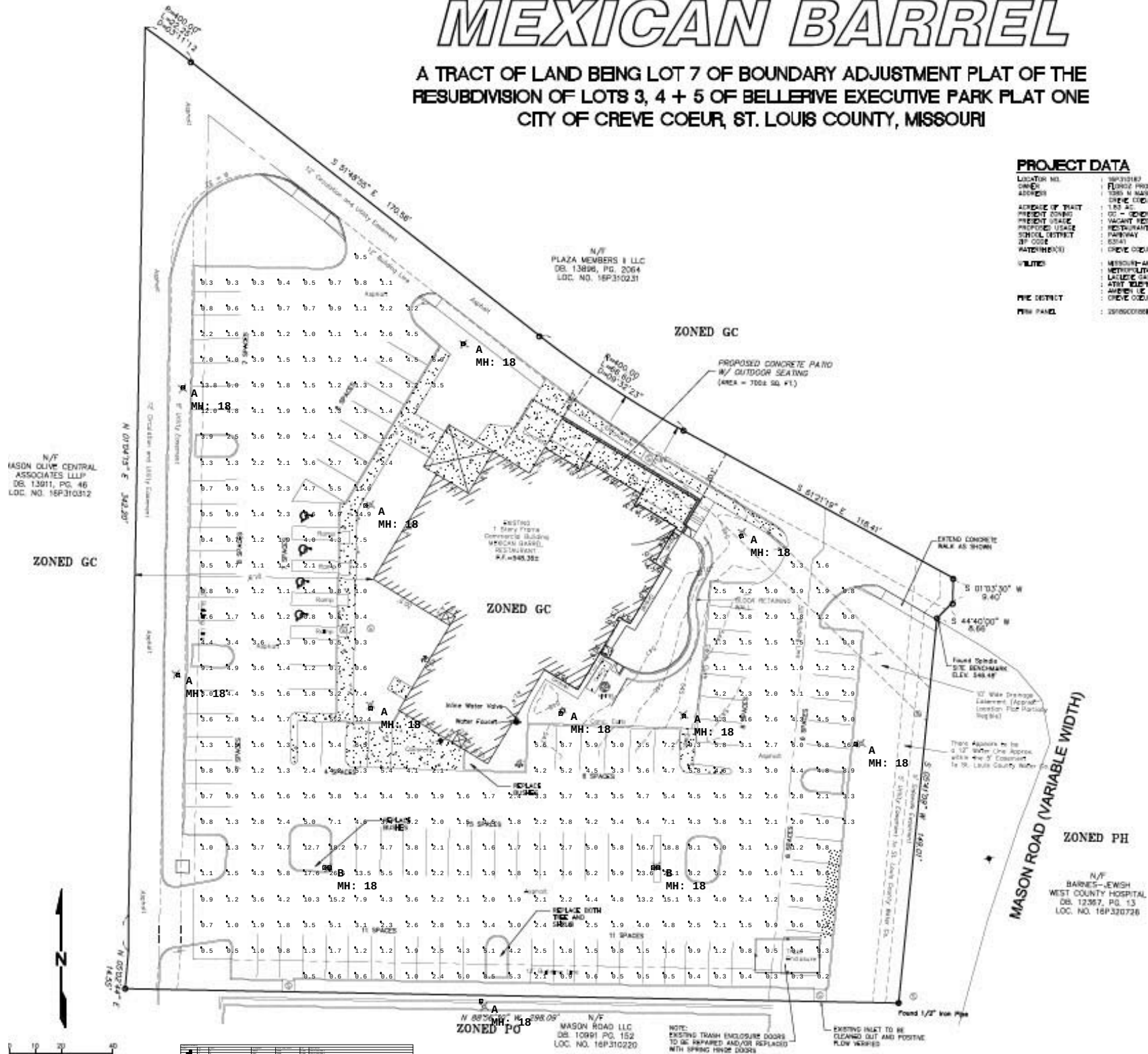
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP

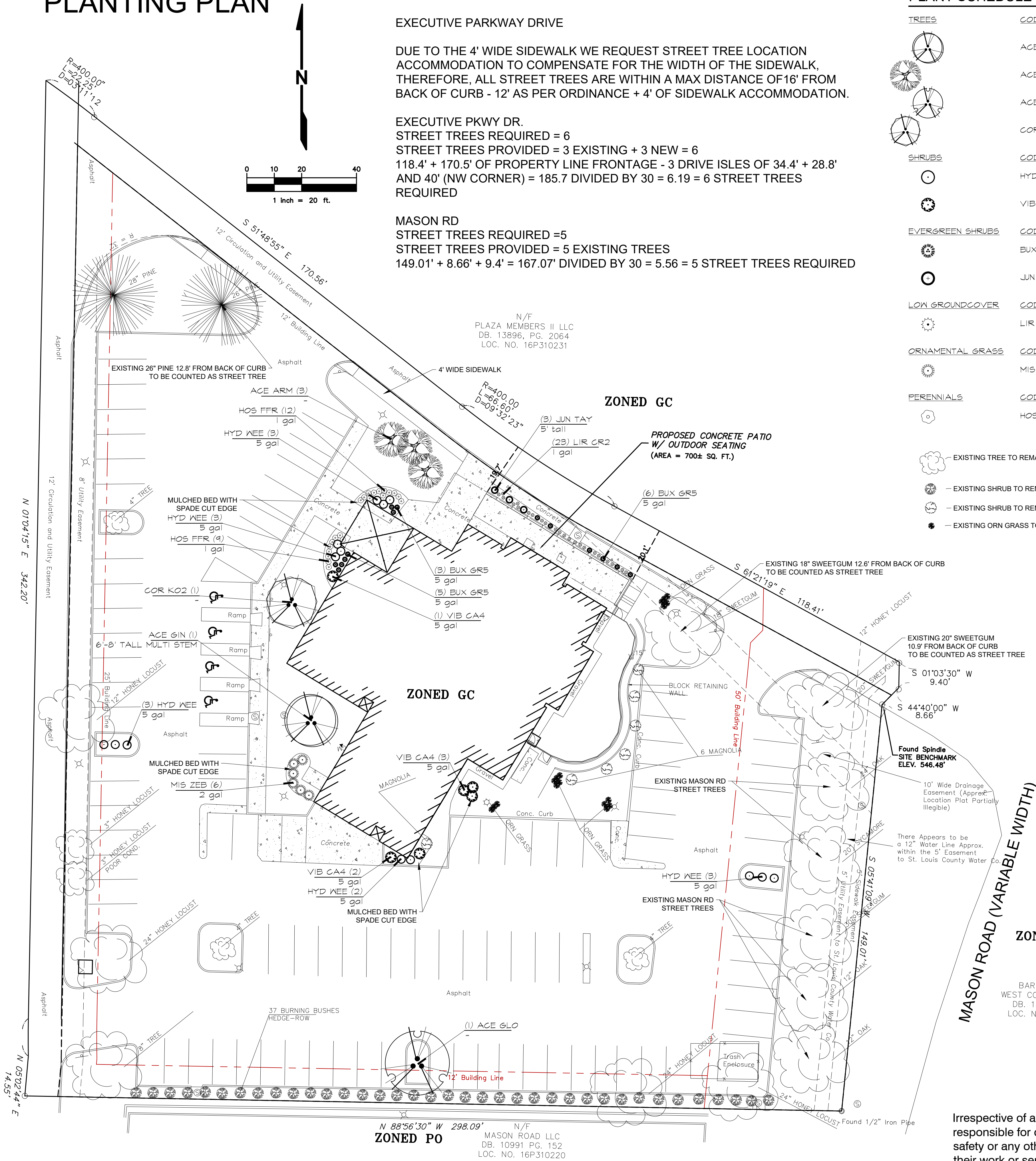


A TRACT OF LAND BEING LOT 7 OF BOUNDARY ADJUSTMENT PLAT OF THE
RESUBDIVISION OF LOTS 3, 4 + 5 OF BELLERIVE EXECUTIVE PARK PLAT ONE
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

LOCATION NO. 130421012
 OWNER SPENCE PROPERTIES, LP
 ADDRESS 1000 N. MAGNOLIA RD.
 CITY CREVE COEUR, MO 63141
 STATE 1 MO 40
 TYPE OF TRACT 00 - GENERAL COMMERCIAL
 PRESENT ZONE VACANT RESTAURANT
 PROPOSED ZONE RESTAURANT
 SCHOOL DISTRICT 10
 WATERWAY(S) CREVE COEUR CREEK
 UTILITIES
 METRO-AMERICAN WATER COMPANY
 METROPOLITAN UTILITY SERVICES DISTRICT
 LAUREL GAS COMPANY
 ATTN: TELEPHONE COMPANY
 AMERICAN ELECTRIC
 CREVE COEUR
 FIRE DISTRICT
 FIRE PANEL 230500000000



PLANTING PLAN



STREET TREES

EXECUTIVE PARKWAY DRIVE

DUE TO THE 4' WIDE SIDEWALK WE REQUEST STREET TREE LOCATION ACCOMMODATION TO COMPENSATE FOR THE WIDTH OF THE SIDEWALK. THEREFORE, ALL STREET TREES ARE WITHIN A MAX DISTANCE OF 16' FROM BACK OF CURB - 12' AS PER ORDINANCE + 4' OF SIDEWALK ACCOMMODATION.

EXECUTIVE PKWY DR.

STREET TREES REQUIRED = 6
STREET TREES PROVIDED = 3 EXISTING + 3 NEW = 6
118.4' + 170.5' OF PROPERTY LINE FRONTAGE - 3 DRIVE ISLES OF 34.4' + 28.8' AND 40' (NW CORNER) = 185.7 DIVIDED BY 30 = 6.19 = 6 STREET TREES REQUIRED

MASON RD

STREET TREES REQUIRED = 5
STREET TREES PROVIDED = 5 EXISTING TREES
149.01' + 8.66' + 9.4' = 167.07' DIVIDED BY 30 = 5.56 = 5 STREET TREES REQUIRED

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	GAL	QTY
	ACE GIN	Acer ginnala / Amur Maple	6'-8' TALL MULTI STEM		1
	ACE ARM	Acer rubrum 'Armstrong' / Armstrong Red Maple	-	3' cal	3
	ACE GLO	Acer rubrum 'October Glory' TM / October Glory Maple SPECIMEN QUALITY	-	2' cal.	1
	COR KO2	Cornus kousa / Kousa Dogwood	-	2.5 cal.	1
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT		
	HYD WEE	Hydrangea quercifolia 'Pee Wee' / Oakleaf Hydrangea	5 gal		14
	VIB CA4	Viburnum dilatatum 'Cardinal Candy' / Cardinal Candy Viburnum	5 gal		6
EVERGREEN SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT		
	BUX GR5	Buxus x 'Green Mountain' / Boxwood	5 gal		14
	JUN TAY	Juniperus virginiana 'Taylor' / Taylor Eastern Redcedar	5' tall		3
LOW GROUND COVER	CODE	BOTANICAL / COMMON NAME	CONT		
	LIR CR2	Liriope spicata / Creeping Lilyturf do not substitute with any varieties of Liriope Muscari.	1 gal		23
ORNAMENTAL GRASS	CODE	BOTANICAL / COMMON NAME	CONT		
	MIS ZEB	Miscanthus sinensis 'Zebrainus' / Zebra Eulalia Grass	2 gal		6
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT		
	HOS FFR	Hosta x 'First Frost' / First Frost Hosta	1 gal		21

- EXISTING TREE TO REMAIN TYPICAL
- EXISTING SHRUB TO REMAIN TYPICAL
- EXISTING SHRUB TO REMAIN TYPICAL
- EXISTING ORN GRASS TO REMAIN TYPICAL

NOTES -

ALL DISTURBED LANDSCAPE AREAS OUTSIDE OF MULCHED BEDS TO BE SODDED

MECHANICAL IN GROUND IRRIGATION SYSTEM TO BE PROVIDED FOR ALL LANDSCAPED AREAS INCLUDING TURF AND PARKING LOT ISLANDS

ALL SUBSTITUTIONS NEED TO BE APPROVED BY LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.

NO TREES ON THIS PLAN ARE TO BE STAKED

CONTRACTOR RESPONSIBLE FOR LOCATING ALL UTILITIES. CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO UTILITIES, STRUCTURES, OR OTHER SITE FEATURES CAUSED BY ANY MEANS OF THE LANDSCAPE CONTRACTOR OR LANDSCAPE SUBCONTRACTORS.

SEE PAGE L2 FOR LANDSCAPE DETAILS AND SPECIFICATIONS

PROJECT DATA

LOCATOR NO. : 16P310187
OWNER : FLOROZ PROPERTIES, LLC
ADDRESS : 1085 N MASON RD CREVE COEUR, MO 63141
ACREAGE OF TRACT : 1.83 AC.
PRESENT ZONING : GC - GENERAL COMMERCIAL
PRESENT USAGE : VACANT RESTAURANT
PROPOSED USAGE : RESTAURANT
SCHOOL DISTRICT : PARKWAY
ZIP CODE : 63141
WATERSHED(S) : CREVE COEUR CREEK
UTILITIES : MISSOURI-AMERICAN WATER COMPANY
METROPOLITAN ST. LOUIS SEWER DISTRICT
LACLEDE GAS COMPANY
AT&T TELEPHONE COMPANY
AMEREN UE
CREVE COEUR
FIRE DISTRICT :
FIRM PANEL : 29189C0186K

ZONED PH

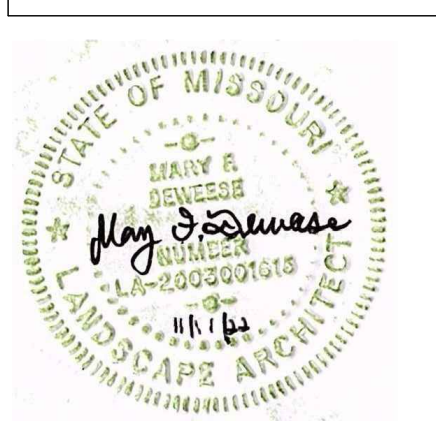
N/F
BARNES-JEWISH
WEST COUNTY HOSPITAL
DB. 12367, PG. 13
LOC. NO. 16P320726

PRELIM
SET

THE MEXICAN BARREL HOUSE

RESTAURANT RENOVATION

1085 N. MASON ROAD
CREVE COEUR, MO 63141

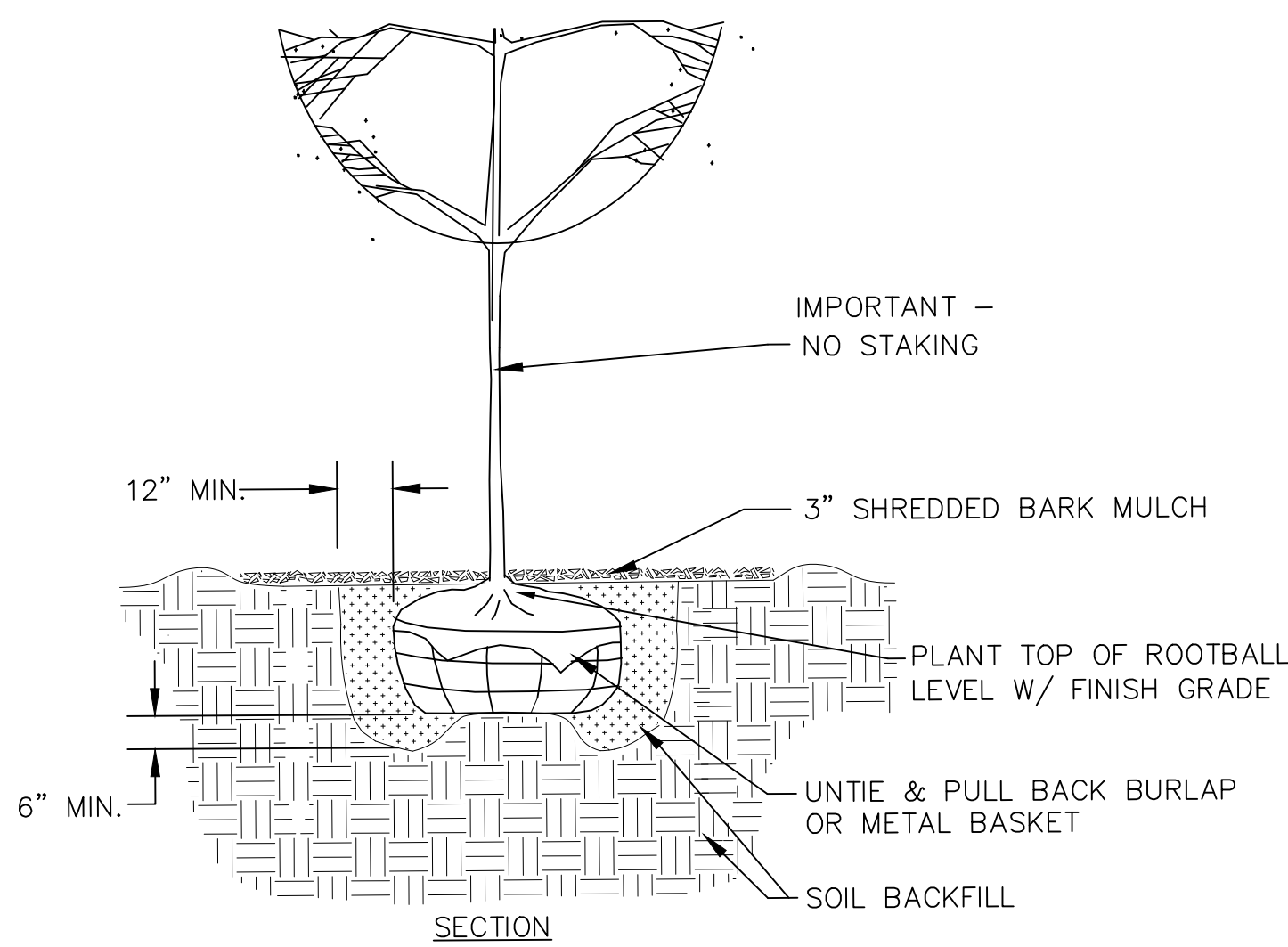


PROJECT NUMBER	2156
DATE	11/11/22
DRAWN BY	MFD
CHECKED BY	
REVISION	

L1

PAGE 1 OF 2

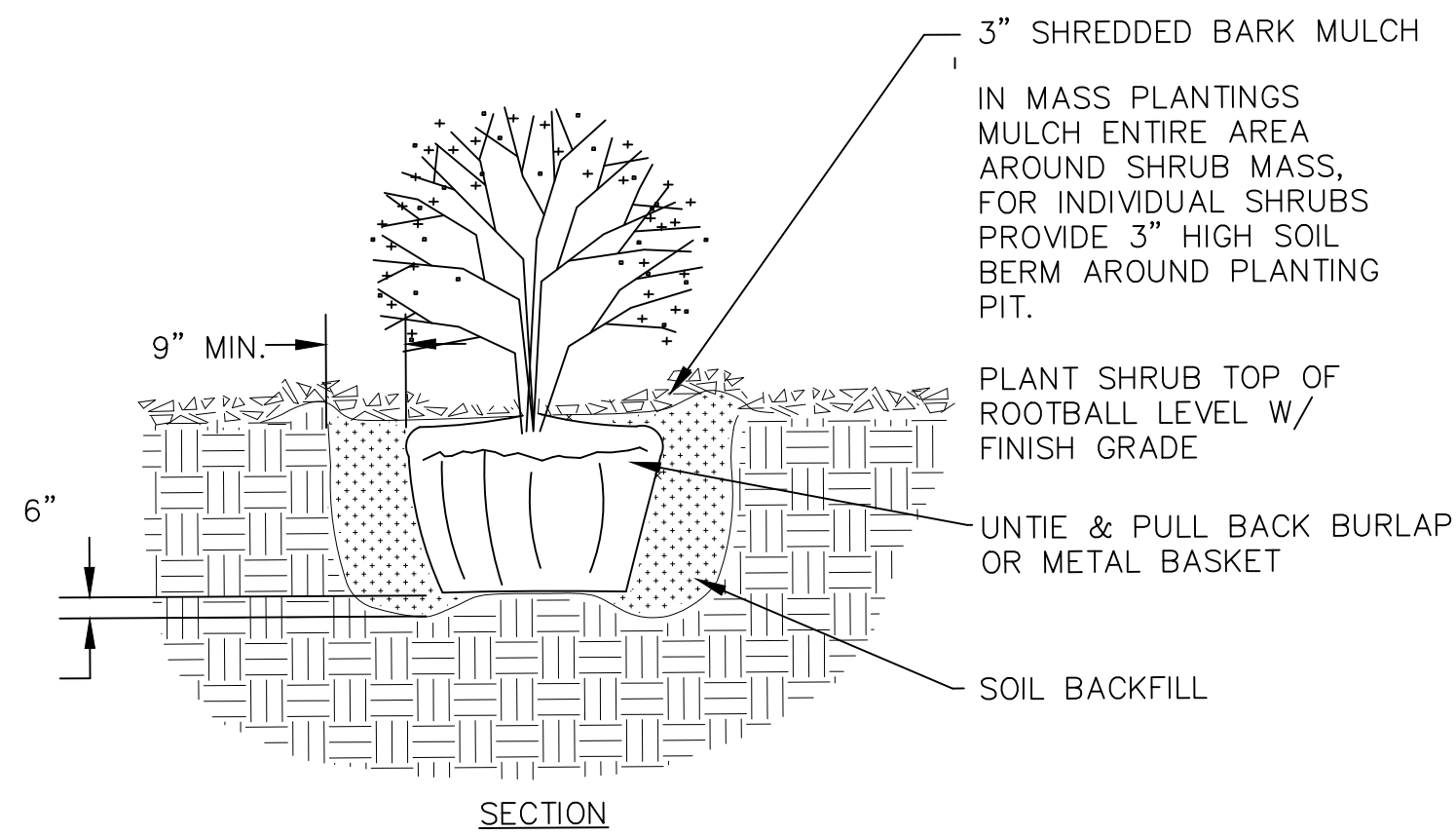
PLANTING DETAILS



- NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
 2. DO NOT DISTURB ROOT BALL WHEN PLANTING OR STAKING.
 3. WATER THOROUGHLY FOLLOWING PLANTING.

TREE PLANTING

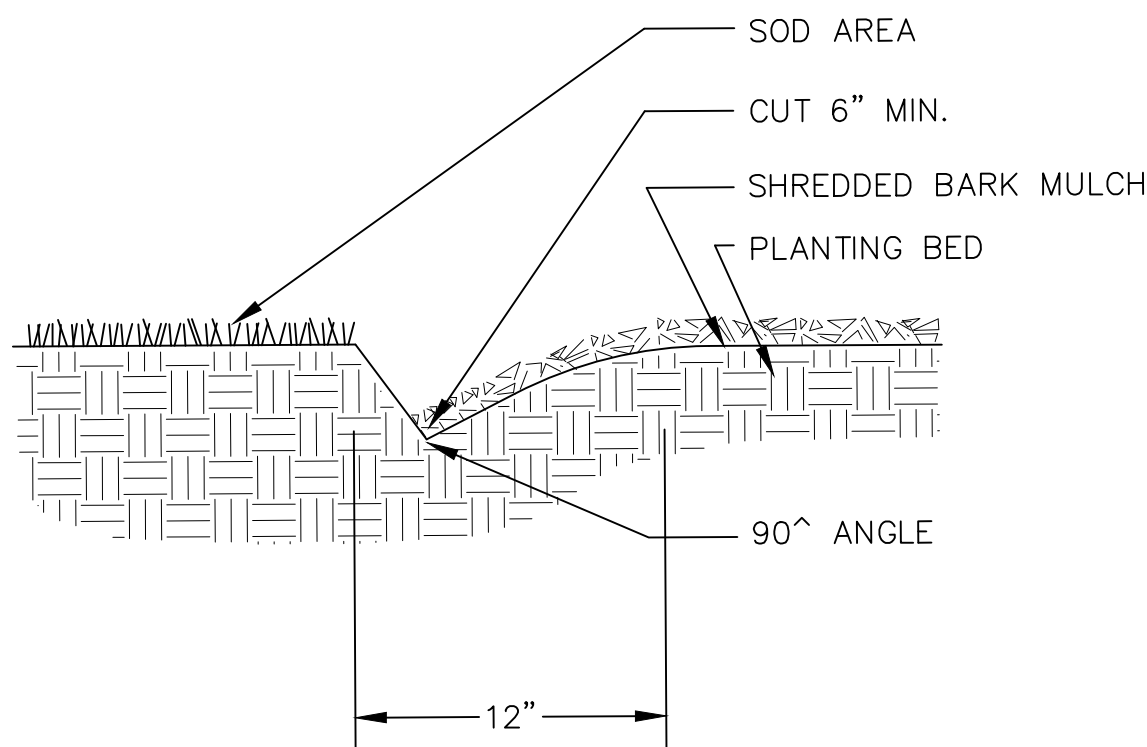
N.T.S.



- NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
 2. DO NOT DISTURB ROOT BALL WHEN PLANTING OR STAKING.
 3. WATER THOROUGHLY FOLLOWING PLANTING.

SHRUB PLANTING

N.T.S.



SPADE CUT EDGE

N.T.S.

LANDSCAPE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to furnish and install all trees, shrubs, perennials, ornamental grasses and groundcovers called for in the Planting Plan.

PART 2 - PRODUCTS

2.1 PLANTS

- A. Plants shall be nursery-grown unless otherwise specifically permitted in each instance. American Association of Nurserymen Standard ASA Z 60.1 shall apply.
- B. Upon completion of the WORK and prior to the final acceptance invoices or written statements from the suppliers showing the name of materials received or shipped, shall be presented to the OWNERS REPRESENTATIVE for a final check as to conformance to these Specifications.
- C. Plant material shall conform to state and federal laws relating to inspection for diseases and insect infestation, and shall conform to the American Standard for Nursery Stock.
- D. Plants shall have normal, well-developed branches and be densely foliated when in leaf. Plants shall be vigorous and free from defects, disease, insect pests, eggs or larvae, sun-scaled, injuries and abrasions of the bark. Plants shall have well-developed root systems.
- E. Plants shall be container grown or burlap balled. Freshly dug plants, heeled in plants or plants from cold storage shall not be accepted. Trees that have their leader cut, or are so damaged that cutting is necessary, shall not be accepted.

2.2 SUBSTITUTIONS

- A. Substitutions will be permitted only with prior written approval of the landscape architect

2.3 BALLED AND BURLAPPED PLANTS

- A. Balled and burlapped plants shall be contained in firm natural balls of earth, of sufficient diameter and depth to include all fibrous and feeding roots. Plants in which the ball has been broken or cracked, either before or during planting operations, will not be accepted.
- B. Balled and burlapped plants which cannot be planted immediately upon delivery shall be set on the ground and shall be well protected with soil, wet peat moss, wet sawdust, or wet ground bark.
- C. Roots or balls of plants shall be protected from sun and drying winds.
- D. Bundles of plants shall be opened and the plants separated before the roots are covered. Care shall be taken to prevent air pockets among the roots. During planting operations, bare roots shall be covered with canvas, hay, or other approved material.

2.4 PLANTING SOIL

- A. Planting soil shall be composed of a mixture of one part topsoil and one part rotted manure or peat.

2.5 FERTILIZER

- A. Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer containing the following percentage of total nitrogen, available phosphoric acid and water soluble potash: 14-14-14, furnished in standard unopened containers with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked in accordance with state and federal laws.

2.6 MULCH

- A. Mulch shall be ground hardwood, free from weed seeds, tannin, or other compounds detrimental to plant life. Mulch shall have a size range of one-fourth to one-inch, with a maximum of 50% passing a one-half-inch screen.

PART 3 - EXECUTION

3.1 PLANTING SEASONS

- A. All planting shall be performed between March 1st and May 30th or between September 1st and November 15th, unless otherwise authorized in writing by the OWNERS REPRESENTATIVE.

3.2 INSPECTION OF PLANT MATERIAL

- A. Plants shall be subject to inspection by the owners representative and approval upon delivery as to size, quality, species, and variety. Approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the WORK, for reasons of size, condition of ball or roots, diseases, insects, latent defects, or injuries. Plants that meet the measurements specified, but do not possess a normal balance between height and spread, shall be rejected. Rejected plants shall be removed from the site immediately.

3.3 PLANTING PITS

- A. Excavate circular pits with vertical sides to a diameter at least two feet greater than the rootball and no more than 2 inches greater in depth.

3.4 MULCHED LANDSCAPE BED PREPARATION

- A. All mulched landscape bed areas are to have 2 inches of planting soil thoroughly mixed with fertilizer at the rate of one pound of fertilizer per then cubic feet of planting soil. This mixture shall be applied and tilled into the top 6 inches of soil. After tilling a 2 to 3 inch layer of mulch is to be spread over entire planting bed area. All landscape bed areas to have a space cut edge and shall be protected from lawn seed contamination from adjacent lawn seeding operations if applicable. Final grades with mulch layer shall conform to grading plan. It is the contractors responsibility to remove soil before bed prep if necessary so that the final grades of the landscape beds are flush with the surrounding soil levels and allow for water flow as shown on the grading plan.

3.5 PLACEMENT AND BACKFILL FOR INDIVIDUAL TREES AND SHRUBS

- A. Before plant placement, thoroughly mix fertilizer with planting soil at the rate of one pound of fertilizer per ten cubic feet of planting soil. Backfill pit with one foot of planting soil or until original root crown soil line is flush with, or slightly above, finished grade when plant is set in pit. Place plant in center of pit in upright position. When pit has been backfilled approximately two thirds full, water thoroughly, saturating rootball and eliminating all air pockets. Complete backfill around rootball with soil mixture and bring to finish grade while flooding with water. After backfilling, apply fertilizer to surface around periphery of plant rootballs at the rate of ten pounds per 1,000 square feet.

3.6 TREE STAKING

- A. Do NOT stake any trees.

3.7 MULCHING

- A. All planting pits shall be mulched to a three inch depth in a 30-36-inch circle. Mulch shall be applied within two days after planting. Mulch shall not come in contact with the tree or shrub bark. Volcano type mulching will not be accepted.

3.8 MAINTENANCE

- A. Maintenance of all plants shall be required from the time of planting until the initial acceptance. Maintenance shall include watering, weeding, resetting plants to proper grades or upright position and removal of dead materials. No plants will be accepted unless they show a healthy growth and satisfactory foliage condition.

3.9 GUARANTEE

- A. The CONTRACTOR shall provide 100% replacement guarantee for a period of one year, beginning at the date of initial acceptance by the OWNERS REPRESENTATIVE. At the end of the guarantee period and upon written request from the CONTRACTOR, the OWNERS REPRESENTATIVE will make final inspection. The OWNERS REPRESENTATIVE will ensure the plants are healthy, showing satisfactory growth and, in general, show signs of developing into healthy, mature representatives of their species. The CONTRACTOR shall remove and replace promptly any plant material that is dead or not showing satisfactory growth.
- B. Any necessary repairs under the guarantee shall be made within thirty days after receiving notice of need, weather permitting. In the event the CONTRACTOR does not make repairs accordingly, the OWNER, without further notice, may provide materials and labor to make such repairs at the expense of the CONTRACTOR. The replacement shall be on the same variety, size and character as specified for original planting. If approved by the OWNERS REPRESENTATIVE, trees may be replanted at start of next year's planting season. In such cases, the CONTRACTOR shall remove dead trees immediately.

END OF SECTION

Design/Build Irrigation Guidelines

Landscape and turf areas are to have an automated irrigation system installed. No irrigation heads or lines are to be placed outside of the property boundary.

If existing irrigation system does not exist then A "Watersense" approved "smart" controller is to be used to conserve water use.

All areas to be water efficient drip or micro spray heads when possible. Avoid the over use of long distance spray heads or overspray onto hard surfaces.

The sprinkler system shall be designed to avoid watering landscape areas.

Pressure regulator valves or modules shall be used on laterals that have an excess of pressure.

When activated sprinkler nozzles shall extend at least four inches above the soil line in turf areas unless otherwise requested by the owner. With tall fescue it is highly encouraged to use 6 inch pop-ups.

Separate irrigation blocks/zones should be designed and installed for turf areas and mulched bed areas

Turf areas and mulched bed areas shall be set on separate controller programs and schedules.

Low-head drainage problems shall be controlled with the appropriate irrigation check valve equipment.

Matched precipitation rate nozzles shall be used when available otherwise the precipitation rate shall be balanced with the appropriate laterals (blocks) and nozzles.

Swing joints shall be used on all rotary-type sprinklers in excess of 4 gallons per minute.

Drip emitters and bubblers shall be placed at the proper location to water the root ball

Drip emitter, microspray, microsprinklers or bubblers shall be scheduled to ensure over-watering and root rot do not occur.

Microspray/microsprinkler emitters shall be placed to accommodate the root growth of the plant. Additional emitters will be installed by others as the plant root systems extend in radius.

A Xeri-Pop™ micro-spray pop-up or similar implement should be considered on each buried drip zone to ensure ease of determining if the particular system is functional.

Filtration shall be provided as follows:

For non-potable water, adequate filtration shall be installed for all irrigation systems based on manufacture recommendations.

The contractor shall provide sufficient irrigation to all plant materials until final acceptance by the Owner.

Prior to project acceptance by the Owner, the contractor shall: Program the "Smart" controller to ensure efficient and proper irrigation.

Provide the Owner with an as-built drawing of the irrigation system.

Provide the Owner a copy of the "Smart" controller manual.

Provide the Owner with a copy of the program settings on the controller.

Prior to project acceptance by the Owner, the contractor shall be responsible for the irrigation schedule.

LAWN SODDING SPECIFICATIONS (FOR LOT 1 AND THE SMALL PORTION OF LOT 2 COVERED BY THE PLAN ON PAGE L-001 - SEE CIVIL/OTHERS ON PROJECT FOR ALL SPECIFICATIONS PERTAINING TO THE MAJORITY OF LOT 2 AS SHOWN ON PAGE L-001 BY THE HATCHED AREA)

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all materials, tools, equipment, and labor for preparation of the sod bed, sodding the lawn areas as shown on the plans and specified herein. All landscape areas outside of paving and mulched beds are to be sodded.
- B. Workmanship: All work described to be executed in first class workmanship manner.
- C. Cleanup: Upon completion of work, Contractor to leave premises clean and ready for use.

1.2 SEASONS FOR SODDING

- A. The season for sodding shall be from April 1 to May 15 and August 15 to October 30. Only upon written instructions by the Owners Representative may planting begin earlier or continue later than the dates specified.
- B. The preparation of lawn areas to be sodded may begin as soon as the area is designated by the Owner's Representative.

PART 2 - PRODUCTS

C. 2.1 na

2.2 SODDING MATERIALS

- A. Sod:
- a. Certified Turfgrass Sod: Certified turfgrass sod is superior sod grown from certified, high quality seed of known origin or from plantings of certified grass sprigs or stolons. It is inspected by the certification agency of the area to assure satisfactory varietal identity and purity, overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at time of harvest. It may be of either one variety or composed of a mixture of two or more varieties or species. However, all seed in a mixture must be certified. The turfgrass sod must meet the area's published standards for certification.

C. Composted leafmold

PART 3 - EXECUTION

3.1 SODBED PREPARATION

- A. Repair any eroded areas and make minor grading adjustments to provide good drainage and to meet grade at all walks and paved surfaces.
- B. Spread commercial grade 10-10-10 fertilizer over all areas to be seeded/sodded at the rate of 15 lbs per 1000 s.f. (850 lbs per acre) with an approved spreader. The fertilizer shall be delivered to the site in the original unopened containers which shall bear the manufacturer's guaranteed statement of analysis. Fertilizer shall be stored in a weatherproof place in such a manner that it shall be kept dry and its effectiveness will not be impaired.
- C. Spread composted leaf mould to a depth of 1/4 inch over all areas to be seeded/sodded.
- D. Disc and harrow or otherwise cultivate all areas thoroughly in at least two directions to thoroughly mix the above fertilizer and compost into the soil to a depth of 3" (inches). Drag lawn areas with approved equipment to insure a smooth surface to all lawn areas. Surface shall be cleaned of all stones larger than one inch, and of all existing vegetation, roots, brush, wire, grade stakes, and other objects.
- E. Inspection: The Owner's Representative shall be notified upon completion of seedbed preparation to examine and approve the grading and soil preparation and condition prior to start of seeding operations.

3.2 SODDING

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.
- C. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
1. Lay sod across slopes exceeding 1:3.
2. Anchor sod with steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- D. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- E. After sod and soil have dried. Roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.
- F. Sod shall not be placed during a drought nor on frozen ground. No dry or frozen sod shall be used.
- G. Upon completion of the above work, the surface of the sodded areas shall coincide with the finished grade, shall be flush with other seeded or turfed areas, and shall meet the established grade adjacent to any paved areas. Care should be taken in sodding to preserve the finish grade elevation, so that there will be no depressions or uneven places in the surface of the sodded turf areas.

3.4 CLEAN UP

- A. Upon completion of the work, clean ground of all debris, superfluous materials and equipment and remove them from the premises.

3.5 MAINTENANCE AND GUARANTEE:

- A. Protection - Protection shall begin immediately after each portion of the work is completed by the Contractor.
- B. The maintenance of the seeded and sodded turf areas shall be the Contractor's responsibility until the new seeded grass is 4" high and thick enough to receive its first mowing by the Owner and the sod has fully rooted into the prepared base soil. Contractor shall water as necessary and reseed/resod bare spots which are larger than one square foot in size. Contractor shall protect seeded and sodded areas by watering, fertilizing, removing weeds, and reseeding/sodding as necessary, for a uniform stand of established grass and until approved by the Owner's Representative.
- C. Guarantee - The Contractor shall guarantee the production of a close stand of the specified species of grass, acceptable to the Owner's Representative. All repairs and reseeding/resodding are to be done as part of the contract and at no extra cost to the Owners.

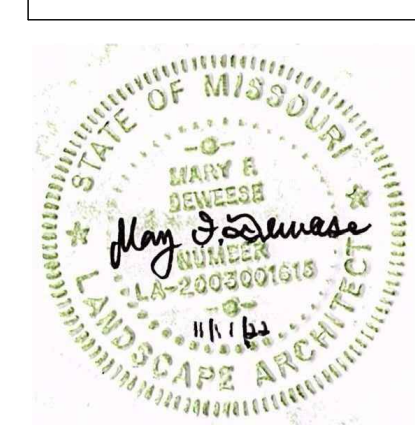
3.6 INSPECTIONS

- A. The Project Construction Manager will make inspections upon request by the owner with or without notification to the Contractor.
- B. The Contractor shall notify the Project Construction Manager for final inspection. The request shall be in written form and received at least 10 (ten) calendar days before the anticipated date of inspection.

END OF SECTION



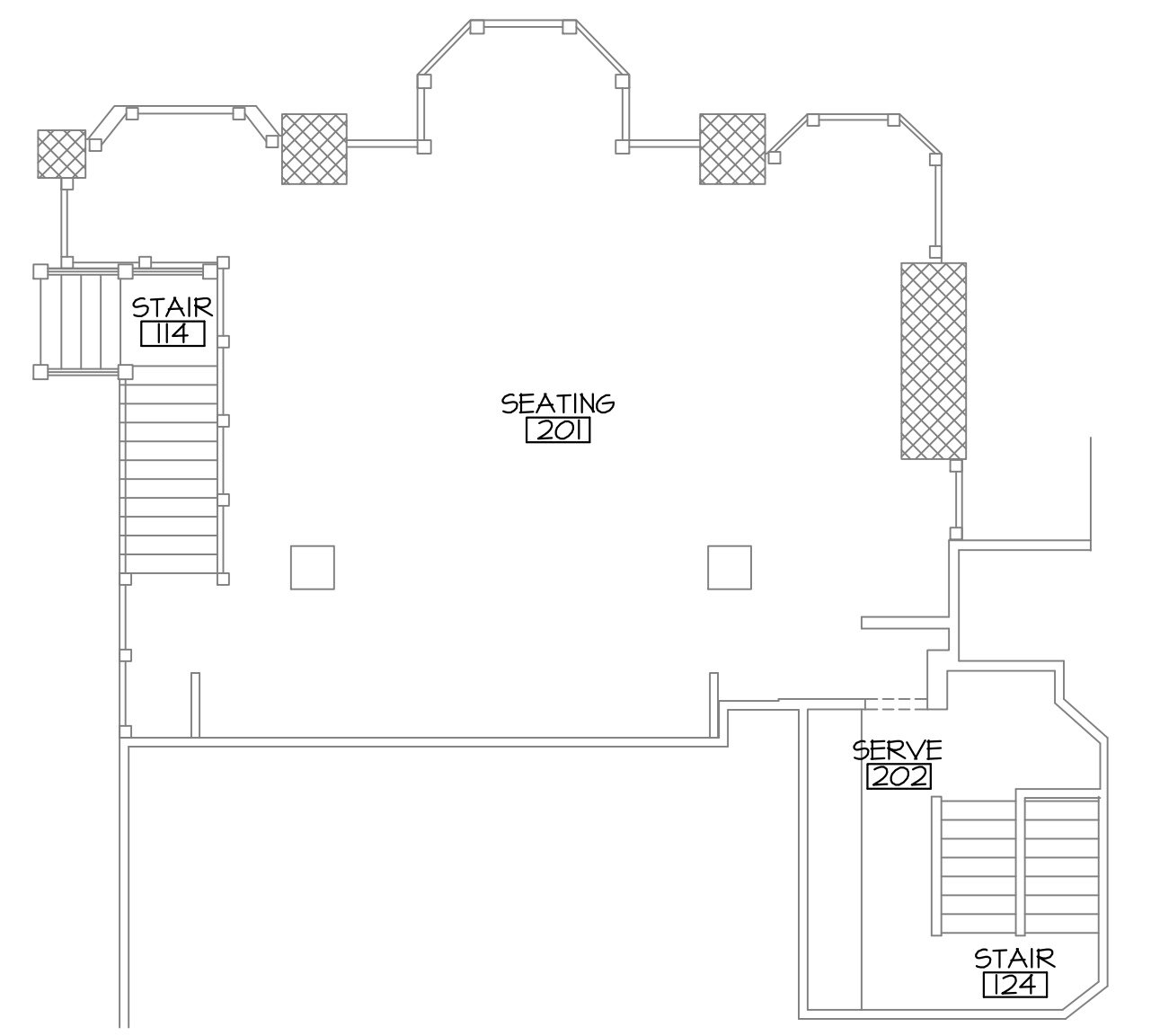
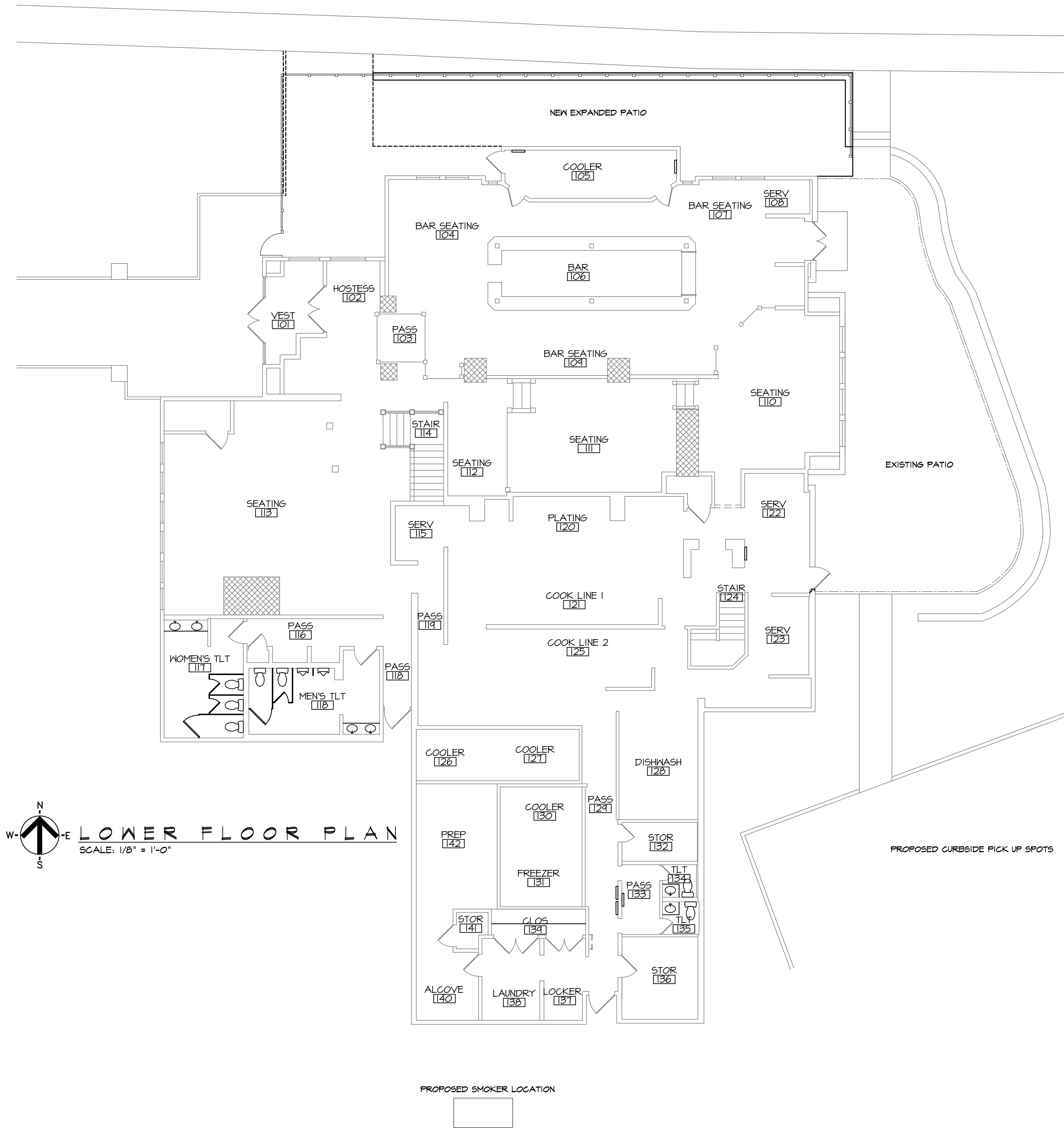
MARY E. DANIELSE - LANDSCAPE ARCHITECT
13 FORESTER DR.
MANCHESTER, MO 63111
636-394-0265
www.acornlandscapes.com



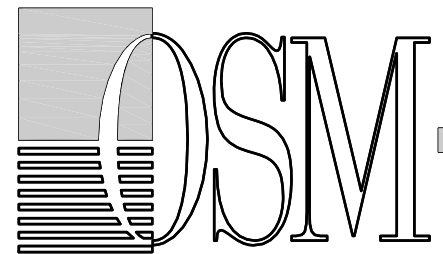
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DRAWN BY MFD
CHECKED BY
REVISION

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PAGE 1 OF 2

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NOT FOR CONSTRUCTION



2190 S MASON ROAD, STE 202
ST. LOUIS, MISSOURI 63131
PHONE: 314.384.2210

- Architecture
- Planning
- Design

PRELIM SET

THE MEXICAN BARREL HOUSE

RESTAURANT RENOVATION

1085 N MASON ROAD
CREVE COEUR, MO 63141



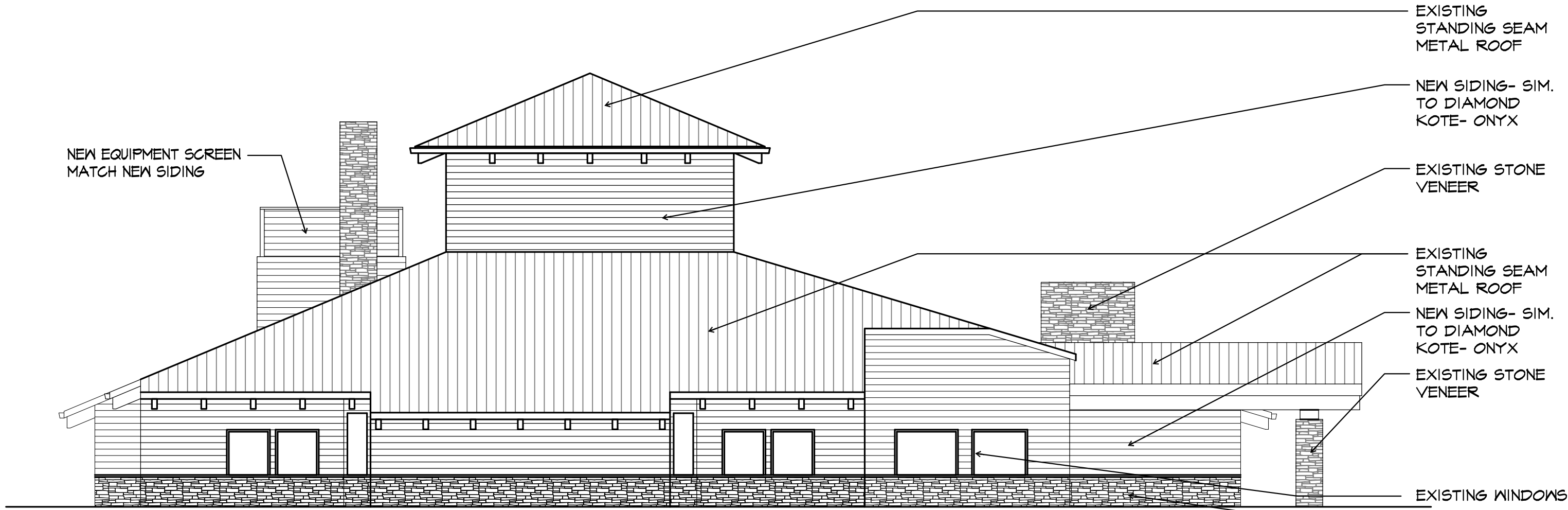
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REVISION

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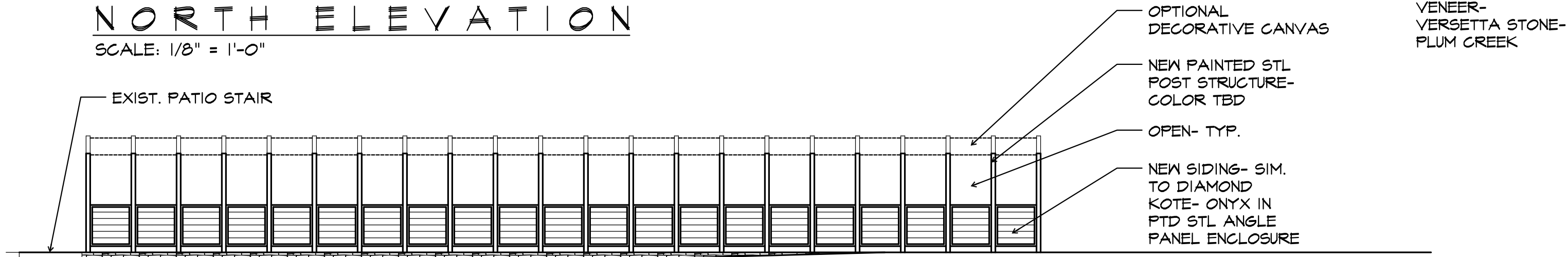
FLOOR PLAN

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Page 82 of 307



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



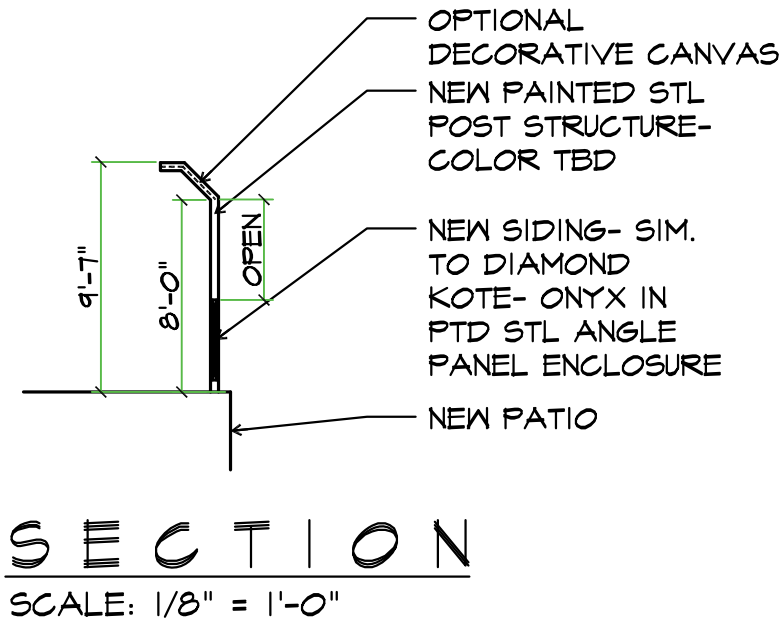
PARTIAL PATIO ELEVATION
SCALE: 1/8" = 1'-0"



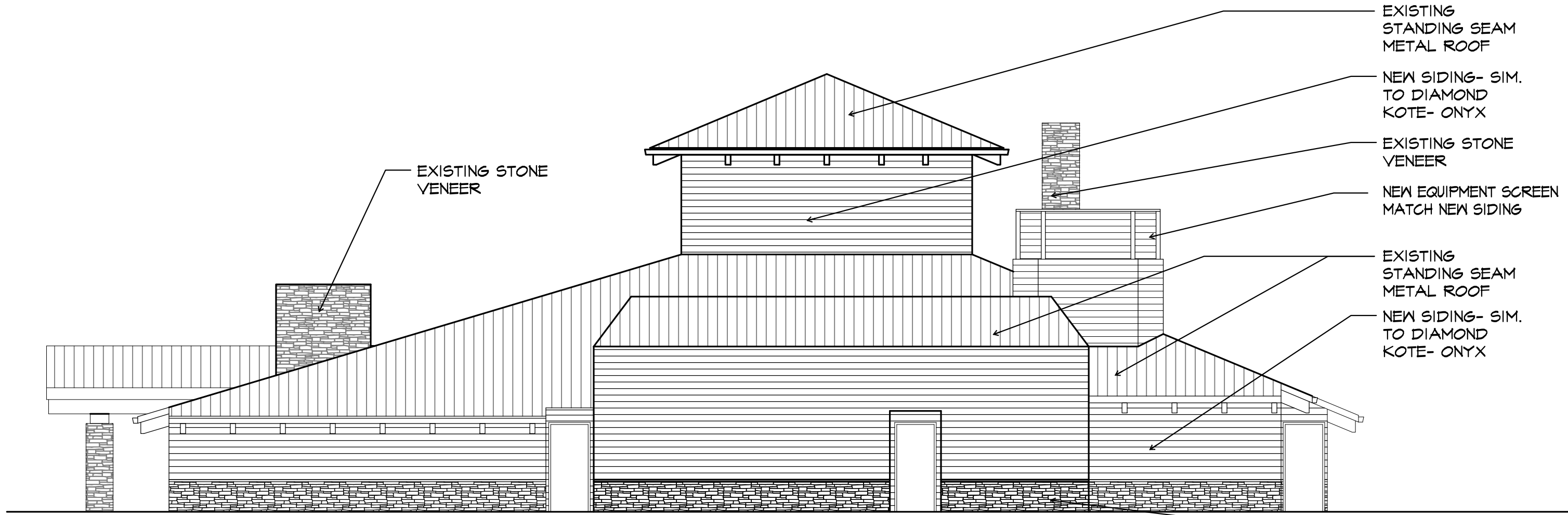
PROPOSED SIDING
COLOR SUBJECT TO CHANGE- COORDINATE WITH APPROVED STONE



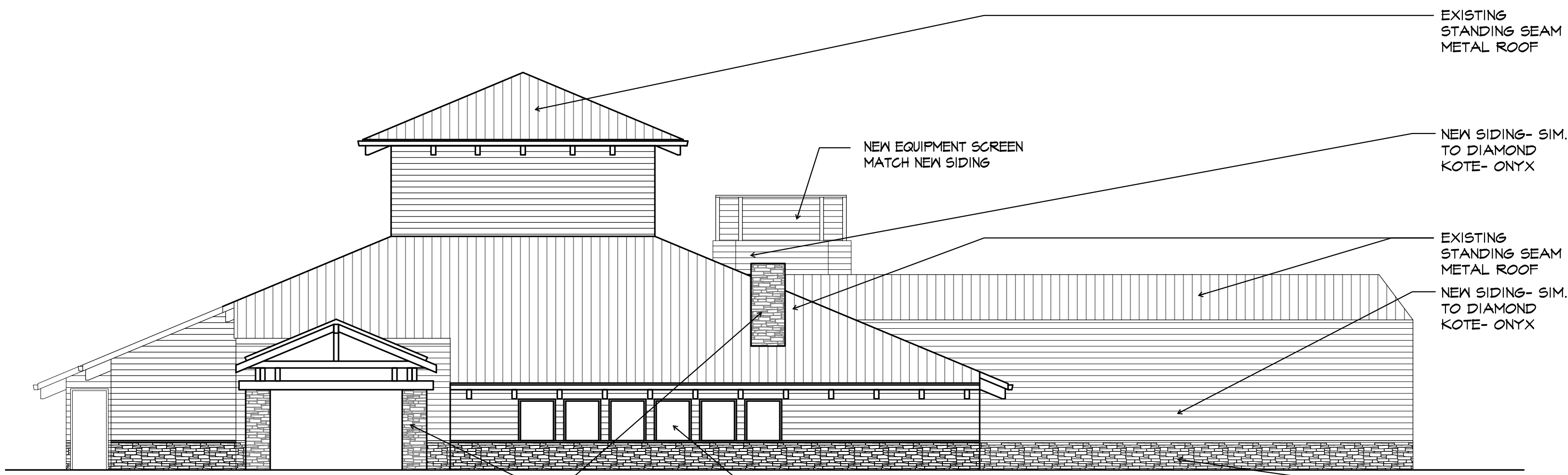
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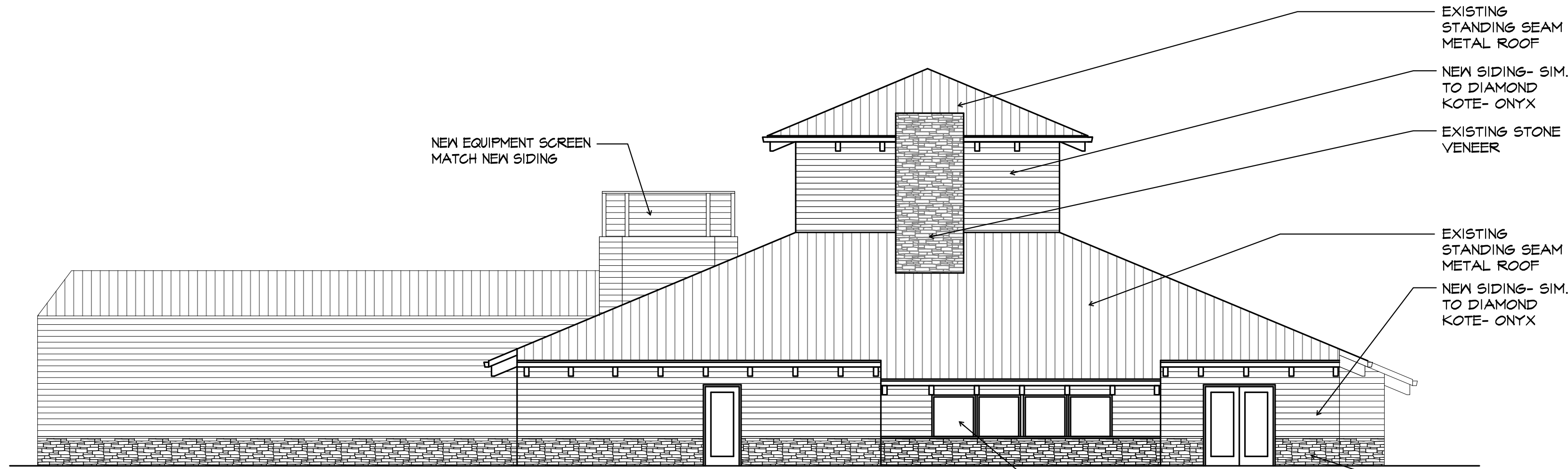
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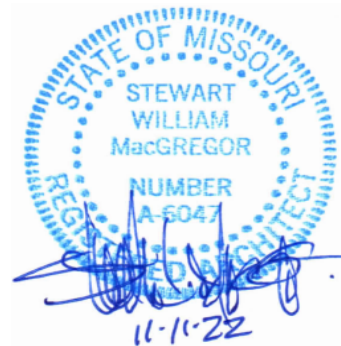
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



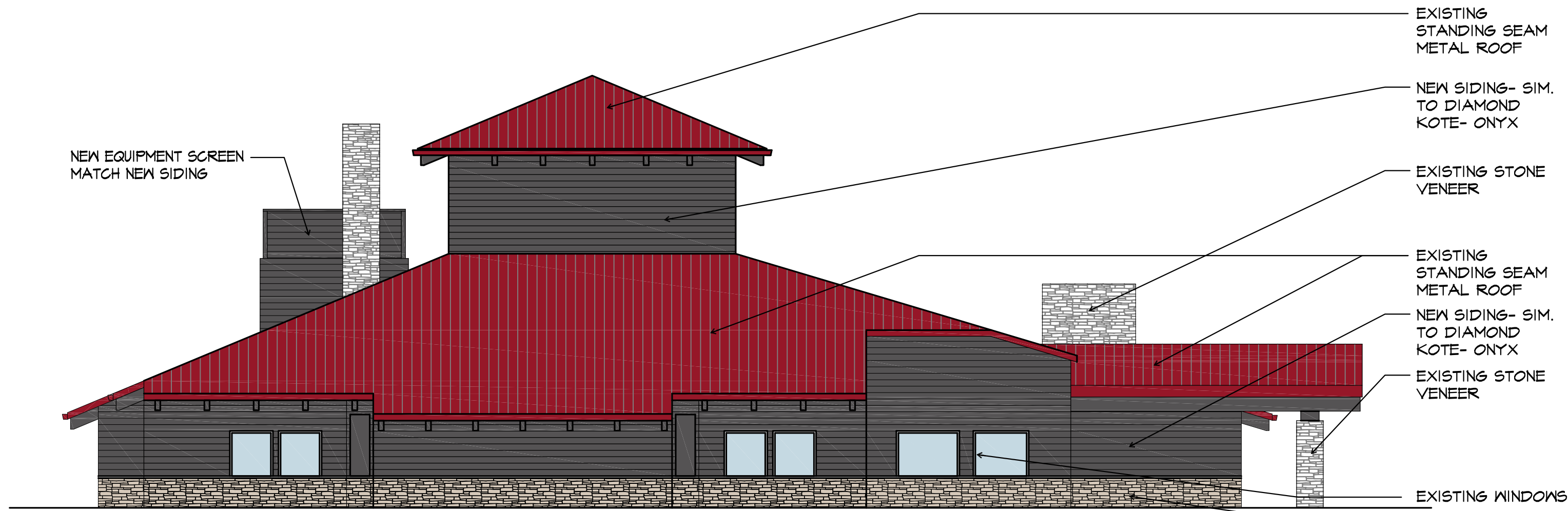
WEST ELEVATION
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EAST ELEVATION
SCALE: 1/8" = 1'-0"

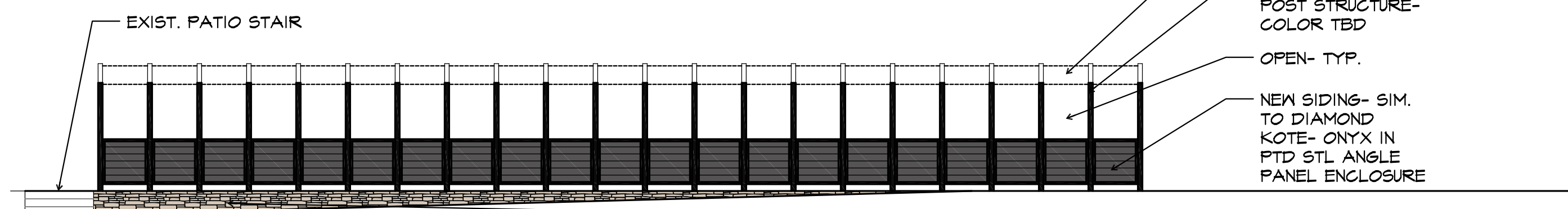


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CHECKED BY	SNM
REVISION	9-29-22
	11-11-22



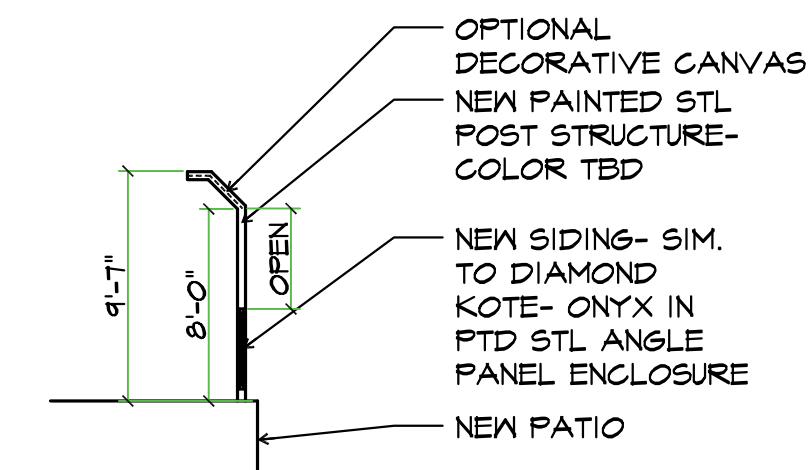
NORTH ELEVATION

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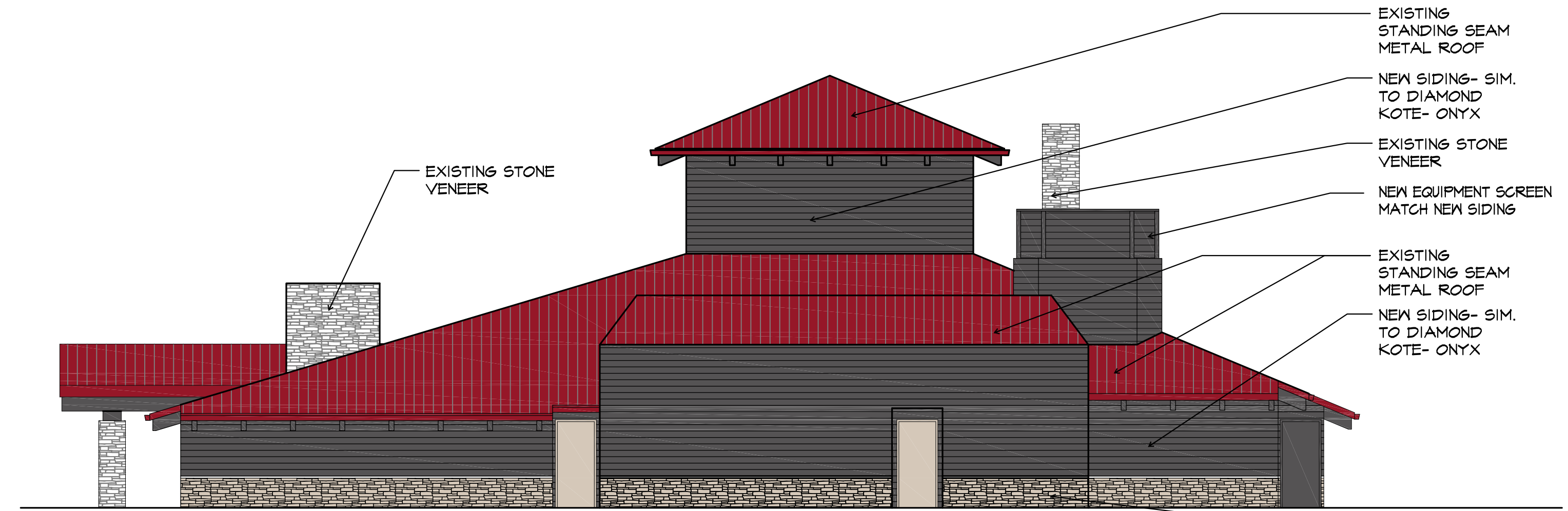
PARTIAL PATIO ELEVATION

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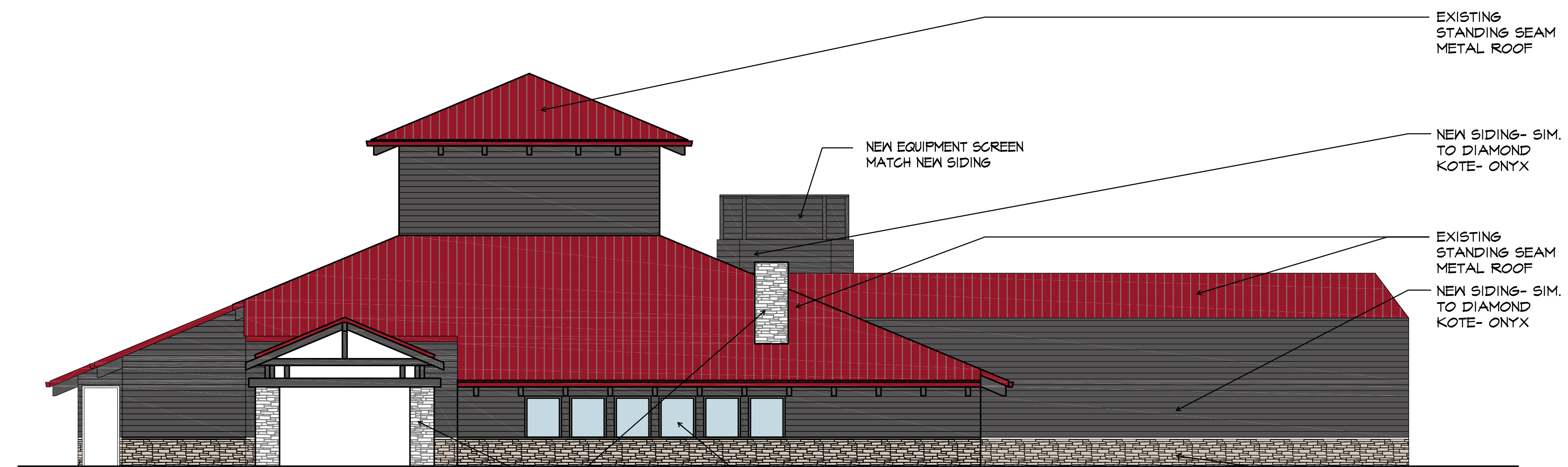
SECTION

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



SOUTH ELEVATION

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



WEST ELEVATION

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



EAST ELEVATION

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



PROJECT NUMBER	2156
DATE	9-2-22
DRAWN BY	SNM
CHECKED BY	SNM
REVISION	



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

APPLICATION TO PLANNING AND ZONING COMMISSION #22-027: CONDITIONAL USE PERMIT FOR A 9,044 SQUARE FOOT MEXICAN BARREL HOUSE RESTAURANT LOCATED AT 1085 NORTH MASON ROAD

FOR THE MEETING OF: Monday, November 21, 2022

LOCATION: 1085 North Mason Road, zoned GC-General Commercial District

REQUEST: Stewart MacGregor, of OSM, Inc., on behalf of Floroz Properties, LLC, has submitted an application for a Conditional Use Permit with associated site development plan for The Mexican Barrel House restaurant located at 1085 North Mason Road in the "GC" General Commercial zoning district. The restaurant would be located in the former Houlihan's restaurant building with revised exterior elevations, landscaping, and a new outdoor patio area. The building is 9,044 Square feet with 220 indoor seats and 84 outdoor seats.

ADDITIONAL INFORMATION:

Under Section 405.210, Table A of the Zoning Code, Full-Service Restaurants (NAICS 722511) require the issuance of a conditional use permit subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Plan References

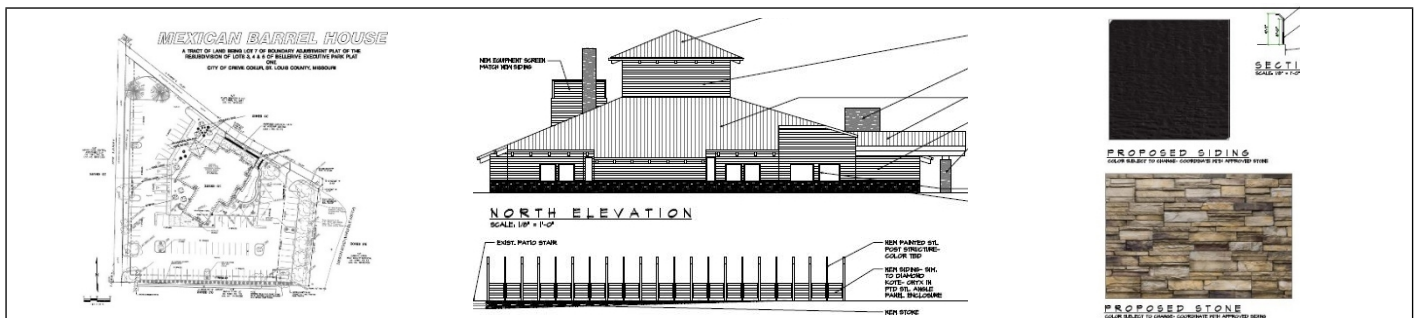
- Mixed Use District
- Design Guidelines

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Uses
- Section 1080: Site Concept, Site Development and Minor Site Plan Approval

APPLICANT: Alfredo Flores
Floroz Properties, LLC
1085 N. Mason Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Stewart MacGregor
OSM, Inc
2190 S. Mason Road, Suite 202
St, Louis, MO 63131



REPORT PREPARED BY: Bethany L. Moore, City Planner
DATE: 11/17/2022
ATTACHMENTS: Applicant's Materials received November 14, 2022
Draft Ordinance

The applicant is proposing to renovate the former Houlihan's Restaurant for a new Mexican Barrel House restaurant. The new restaurant will offer traditional Mexican food along with Mexican BBQ food. The applicant intends to reuse as much of the existing building as possible and extend the existing patio. The exterior of the building will be updated to correct some deteriorated areas and give the new restaurant an updated appearance while leaving the existing building massing intact. The Mexican Barrel House intends to be primarily a sit-down restaurant with 220 indoor seats and 84 outdoor seats with curbside pickup on the Southeast portion of the parking lot, away from the main entrance. Additional landscaping around the new patio and existing entrance is planned. The site has pre-existing legal nonconformities with the site coverage per Section 405.610. The existing parcel including the building and parking lot has a site coverage of 89.1% when 63% site coverage is allowed in the GC zoning district under the current zoning code. The applicant proposes to install a new 700 square foot deck extension which is exempt from site coverage calculations per Section 405.360. The existing restaurant building is 9,044 square and plans to have 15 employees at its busiest shift. The hours of operation will be Monday-Thursday 7 AM to 10 PM, Friday-Saturday 7AM to 12AM, and Sunday 9AM to 7PM. The former Houlihan's Restaurant building has been vacant for several years and the site is need of repairs. The applicant's proposal plans to correct the areas in need of repair and create a new sit-down restaurant in Creve Coeur.



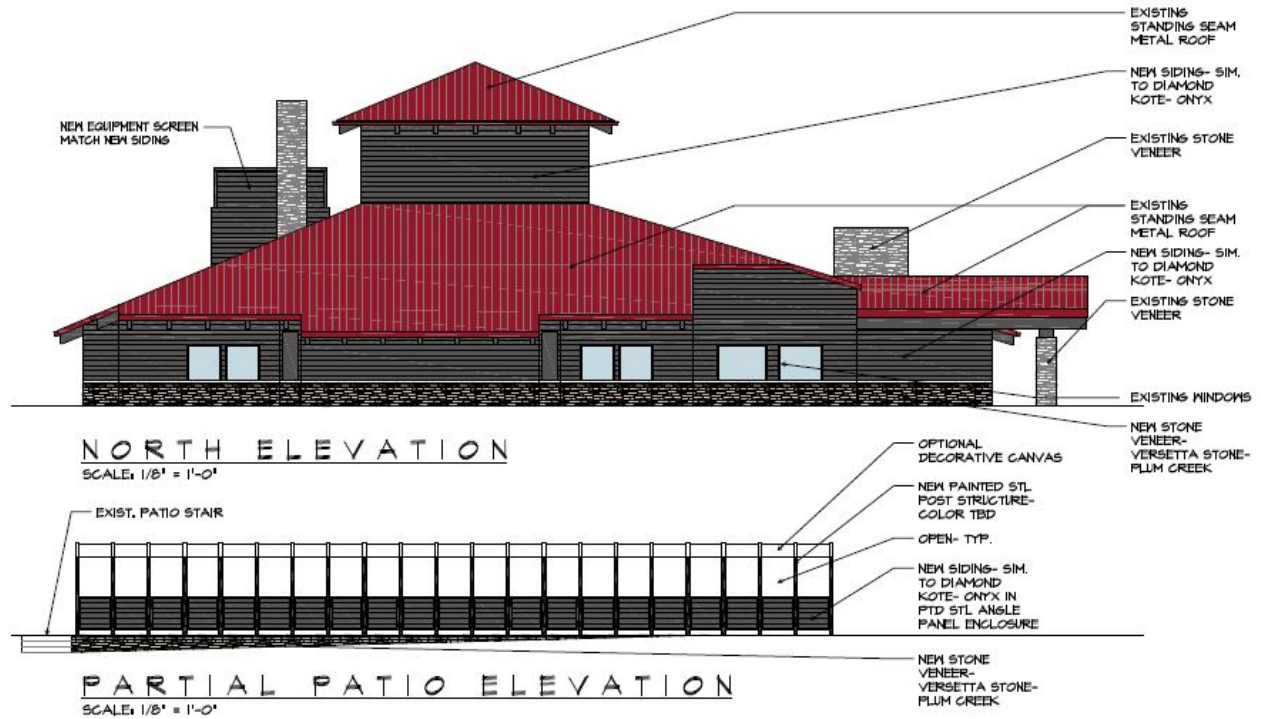


Figure 2: North Elevation and New Patio Elevation

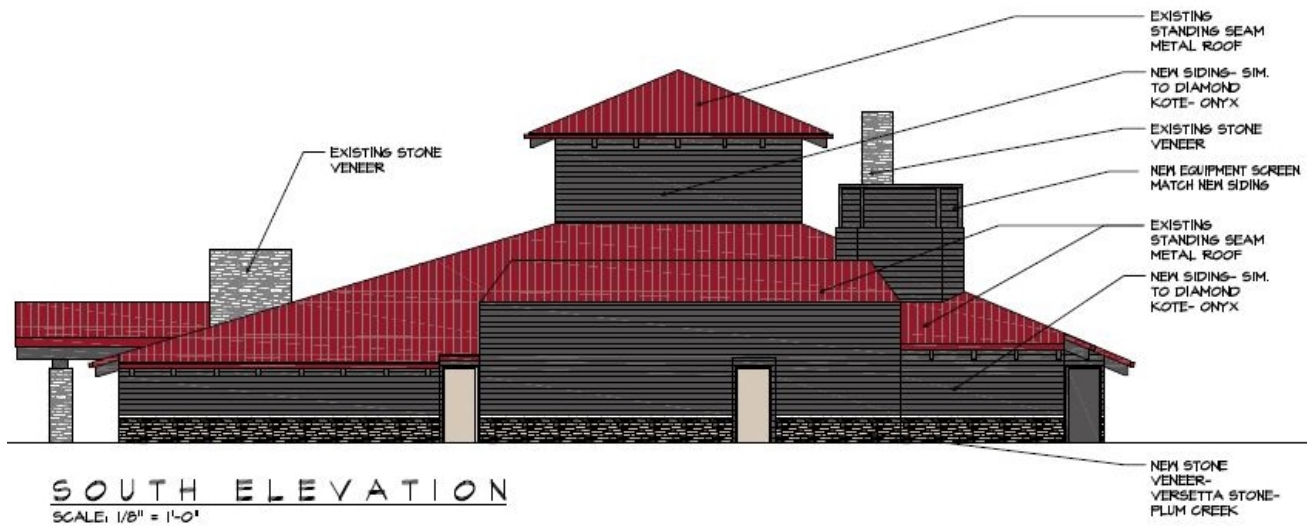


Figure 4: South Elevation

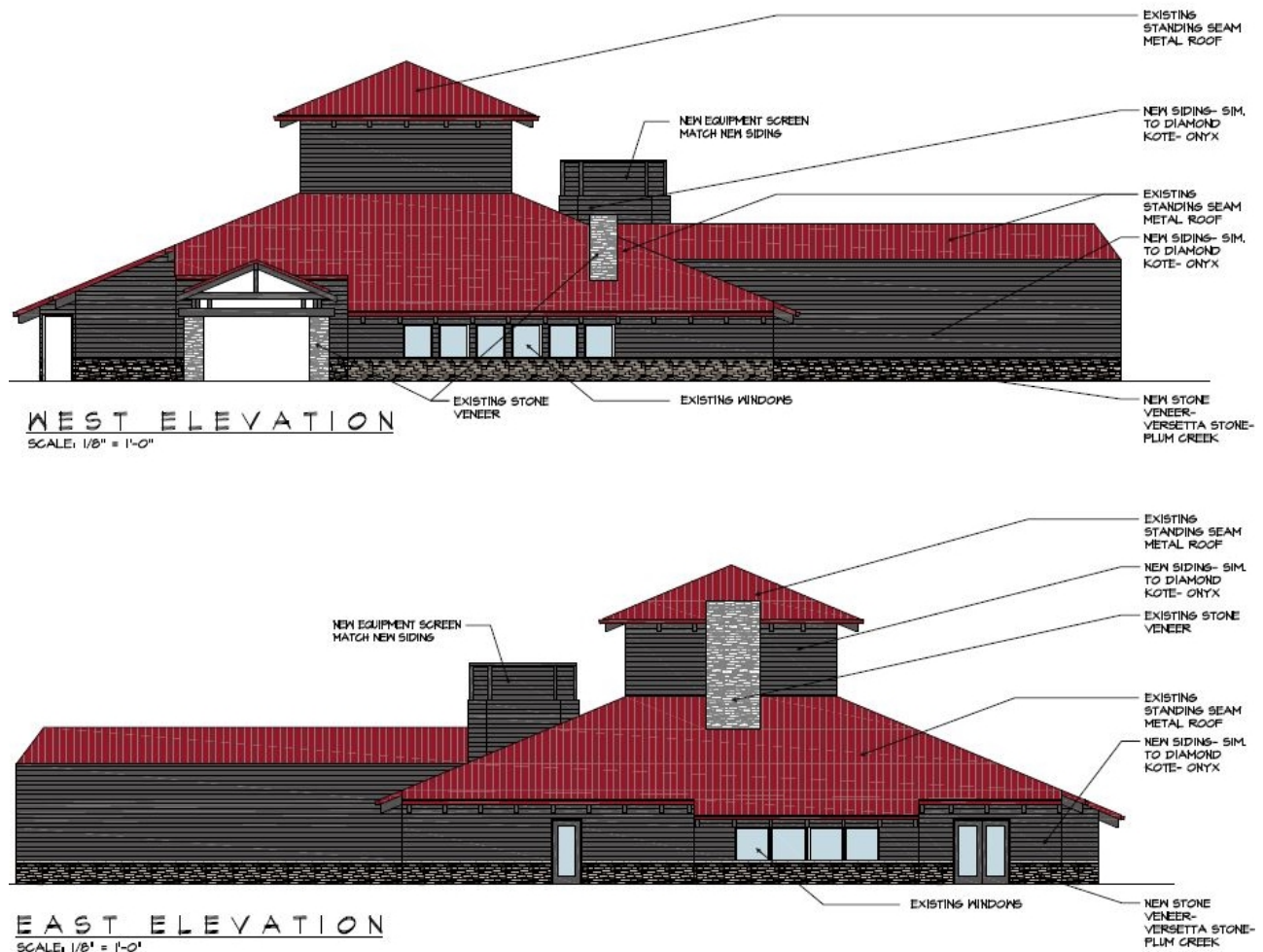


Figure 4: West and East Elevations

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	GC-General Commercial District	N/A
South	Commercial	PO-Planned Office District	N/A
East	Institution	PH-Planned Hospital District	N. Mason Road
West	Commercial	GC-General Commercial District	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is included in the Mixed-Use (MU) District Place Type of the *Creve Coeur 2030* Comprehensive Plan. The Mixed-Use District supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential on large development sites with centralized parking lots. These land uses are supported through primarily vehicular access with

improved walkability; pedestrian connections within developments, to neighboring commercial properties, and to adjacent neighborhoods: and beautifully landscaped streets. The plan recommends that redevelopments along West Olive and in large commercial properties in the Mixed-Use District emphasize shared parking lots, landscape treatments, public site amenities such as outdoor dining, and pedestrian connectivity through the sites and to the primary streets, including Olive Boulevard.

Mexican Barrel House is re-using an existing building and site with minor changes in order to accommodate a new restaurant. They applicant will be expanding the existing patio to allow for more outdoor dining and repairing existing sidewalks and putting in new sidewalks where needed in order to offer better pedestrian connectivity throughout the site. The existing on-site parking is not being expanded and appears large enough to handle the required amount of parking for the use with a minor reduction in the proposed amount of indoor seating. Overall, the project complies with the goals of the Comprehensive Plan.

Design Guidelines Review

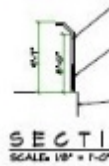
The Design Guidelines call for Defined outdoor spaces including courtyards, patios, plazas, covered walkways, arcades, colonnades, gardens, trellised areas and similar activity centers, to be incorporated into the building designs (p.7). Trash or utility areas should be positioned to minimize view and visual impact. Building equipment and utilities are to be located, designed and/or screened to minimize visual impact on public streets, surface parking lots and neighboring properties (p.10). Outdoor seating areas should be compatible and of an attractive design that is integrated with the main building's architecture (p.11). The applicant is seeking to renovate and re-use an existing building on a developed site and is limited by what is existing. The proposed alterations to the building's exterior will provide for a more modern updated building design than the current façade and will also provide much needed updates to a site that has been out of use for several years. The updates to the parking lot and sidewalks are all in line with the design guidelines for commercial sites. The trash enclosure is located adjacent to the street which is not a preferred location; however, this is an existing condition, and the applicant will be constructing a new enclosure. The extension of the existing patio will also add a positive pedestrian amenity to the existing site that is compliant with the design guidelines and the comprehensive plan.



PROPOSED SIDING
COLOR SUBJECT TO CHANGE- COORDINATE WITH APPROVED STONE



PROPOSED STONE
COLOR SUBJECT TO CHANGE- COORDINATE WITH APPROVED SIDING



Building Materials

The City's Design Guidelines recommend that materials should have good architectural character, be durable, and be selected for their compatibility with adjoining buildings and properties. Natural, traditional building materials are encouraged. Highly reflective and/or synthetic materials are discouraged. All elevations should receive equal design consideration as the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the building. The design of the existing building will not change; however, new exterior materials are proposed to update the appearance. The proposed materials for the exterior façade renovation include reutilizing the existing standing seam metal roof in good condition along with the introduction of new Diamond Kote wood siding in the color "Onyx" and new stone veneer water table of Versetta Stone in the color "Plum Creek." The siding is very dark which does not appear to fit in with the surrounding commercial buildings. The applicant will present material samples for review. Staff would prefer a lighter color that would blend in more with the surrounding area. The Commission should review the proposed color of the siding to determine if it meets the recommendations of the Design Guidelines.

Landscaping

The landscaping for the site has been neglected and left in bad condition since the closure of the Houlihan's restaurant. Dead trees have already been cut down and the stumps will be completely removed to make room for new trees and landscaping around the main entrance. The existing street trees along Mason Road meet the requirement for the site and no new street trees are required. The applicant shows landscaping around the base of the new patio in order to soften its impact to the adjoining access road, new trees, shrubs and additional landscaping along the main entrance façade and additional landscaping throughout the site to give the site a more inviting atmosphere. Shrubs have been placed along the border with the adjoining property to the south in order to block headlight glare and trees have been placed in every landscaping island.

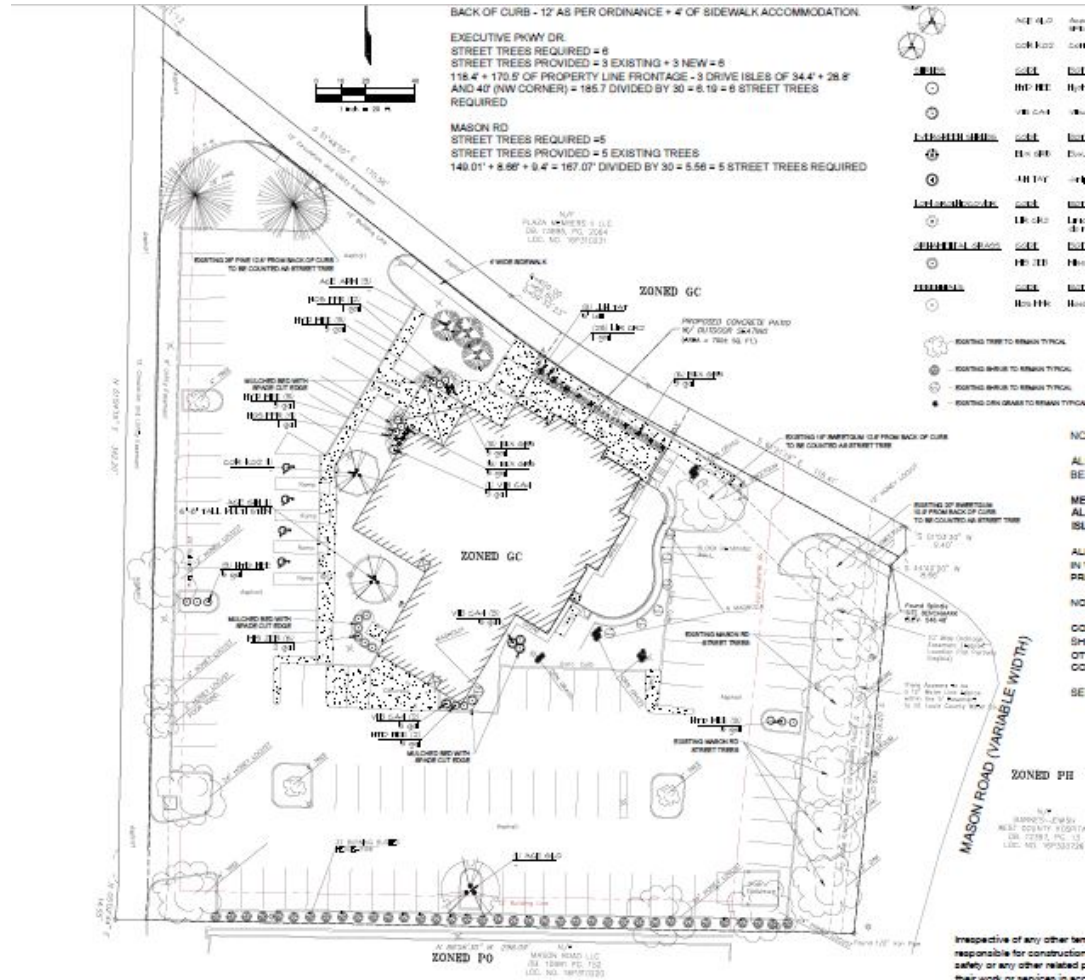


Figure 5: Landscape Plan

Lighting

No new lighting is proposed for this location. Existing lighting on site needs repair and is non-compliant with Section 405.680. The applicant proposes to repair and re-use the existing building and site lighting. The existing lighting is not downcast or shielded and does spill light onto adjoining properties as shown in the submitted photometric plan. Staff recommends that the non-compliant light fixtures be replaced with downcast and shielded lighting that will not spill light onto adjoining properties. A condition of approval has been added to reflect that any new lighting meet the requirements for lighting in Section 405.680 and when the existing non-compliant lighting needs to be replaced that it be replaced with compliant utilities.

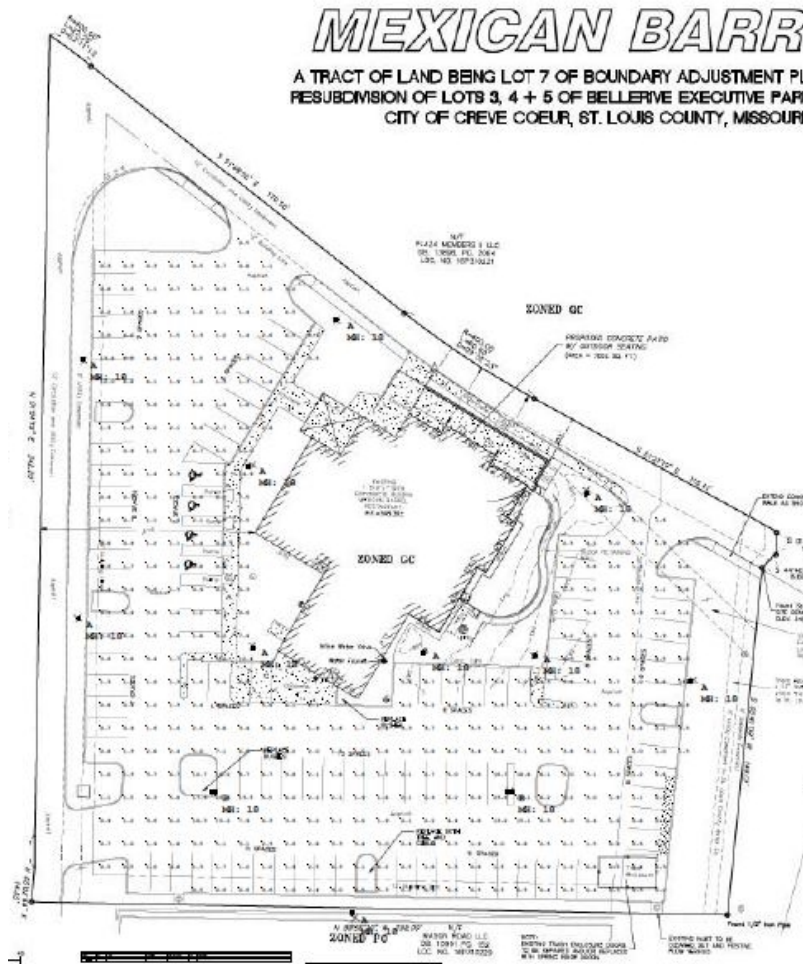


Figure 6: Applicant's Photometric Plan

Sidewalks

Section 405.730 requires a clear and safe pedestrian access between the building's main entrance and the public sidewalk and designed to avoid conflict. All sidewalks shall be a minimum of 6 feet or 8 feet in width if used as a curb stop. The new sidewalk is shown on the plans as 4 feet wide, but the applicant has confirmed that all new sidewalks will comply with the requirements for Section 405.730 and a condition of approval has been added to reflect this. The applicant has noted that existing sidewalks in bad repair will be replaced.

Parking

The existing parking lot for the former Houlihan's restaurant has a total of 103 parking spaces. Per Section 405.820, calculating the required parking for this restaurant use requires 1 parking space per 250 square feet of floor space and 1 parking space per 3 indoor seats. The outdoor seating is no longer considered for required parking spaces per Ordinances 5806 and 5807 passed in October 2022. The total required parking for this use with 9,044 square feet of floor space and 220 indoor seats is 110 parking spaces. The site is 7 parking spaces short of the required for the proposed seat capacity. Staff recommends reducing the seating capacity to 198 in order to be complaint with the required parking spaces. A condition of approval has been added to reflect this seating reduction.

Signage

There is an existing pole sign located at the Mason Road entrance that is pre-existing and non-conforming to the current zoning code. The applicant plans to reface the existing sign and reuse it. Section 405.930(C) allows for existing non-conforming signs to be reused if they are not structurally altered. A sign reface is not considered to structurally alter a pole sign as it only pertains to the signage area and not the structure of the pole sign. The pole sign structure will need to be repainted and maintained in good condition. A condition of approval has been added to reflect this requirement.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, as well as with the Zoning Regulations, with the exception on the discussion of the color of the siding. Should the Commission require a lighter color, a condition will need to be added. After discussion with the applicant, if the Planning and Zoning Commission finds that the Application is in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

The following are the recommended conditions of approval for this proposal.

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 14, 2022, as bound together and submitted in conjunction with Application #22-027 by OSM INC, except as modified below.
2. A Final Landscape Plan shall be submitted with the Building Permit application in substantial conformance with the Landscape Plan received November 14, 2022, as bound together and submitted in conjunction with Application #22-027 by OSM INC.
3. Indoor seating capacity shall be limited to 198 seats in order to comply with the required parking spaces per capacity and building square footage.
4. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All new lighting shall comply with applicable Code requirements. All existing non-compliant lighting shall be replaced with lighting in compliance with Sections 405.680 and 405.810 of the Zoning Ordinance
6. The accessible parking spaces and signage shall comply with Section 405.840.
7. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
8. The Site Development Plans shall be amended to show all new sidewalks to be 6 feet wide or 8 feet wide if used as a curb stop.
9. Existing con-conforming pole sign shall be refaced and shall be repainted and maintained in good repair if it is to remain in use.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
11. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

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

ACTION AND MOTION

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

“I move to recommend approval of a Conditional Use Permit with Minor Site Development Plan for a Mexican Barrel House restaurant at 1085 North Mason Road, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of November 21, 2022”
(conditions may be added, eliminated, or modified by preceding motion).

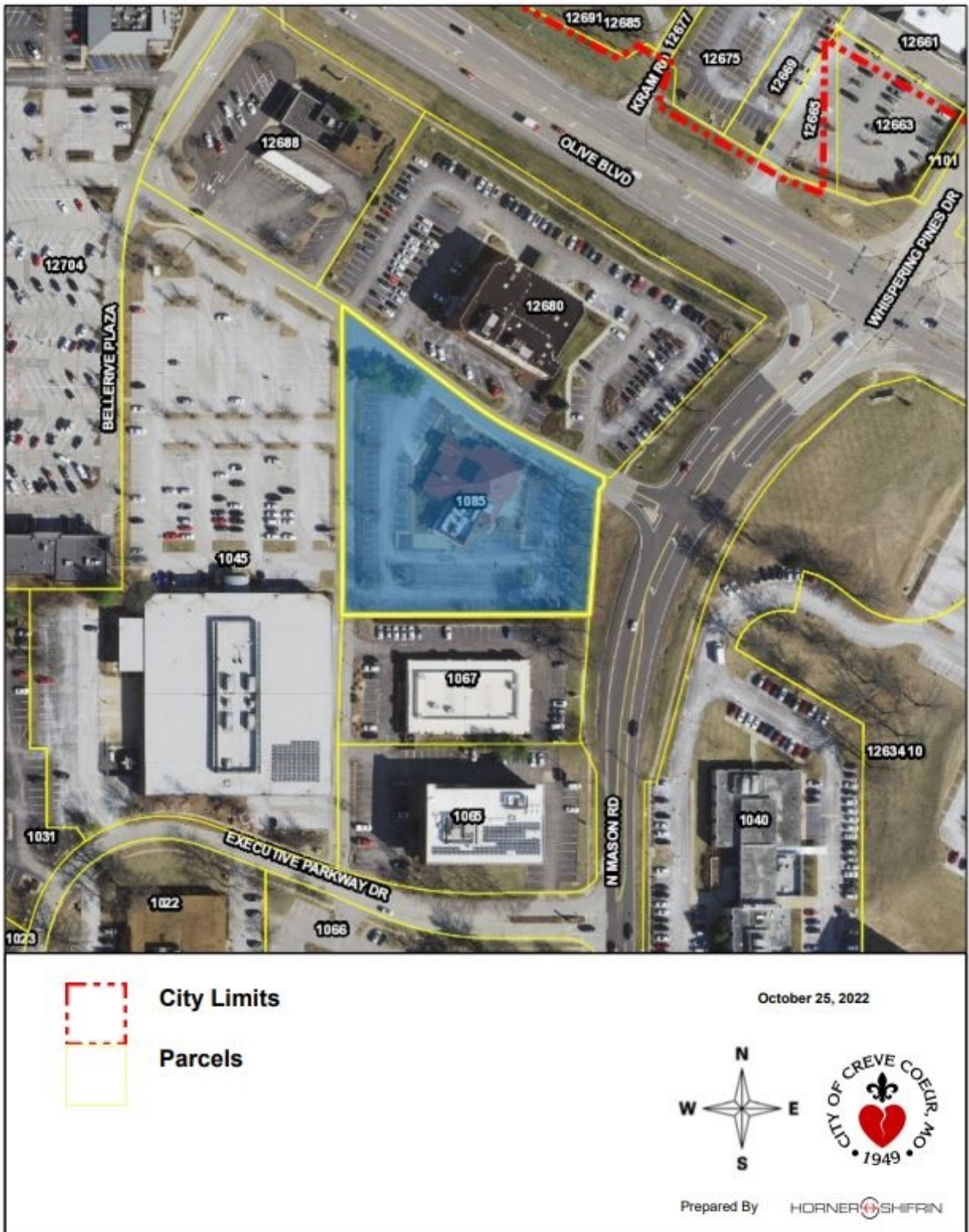
APPENDIX 1: COMPREHENSIVE PLAN

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 MAP



APPENDIX 4: SITE PHOTOGRAPHS



Description: Existing non-compliant pole sign proposed to be refaced and reused.



Description: Existing trash enclosure proposed to be replaced.

		Description: Existing non-compliant lighting to be repaired and re-used.
		Description: Existing non-compliant building lighting to be repaired and re-used.

Page 1 1 PLANNING AND ZONING COMMISSION MEETING 2 CITY OF CREVE COEUR, MISSOURI 3 300 NORTH NEW BALLAS ROAD 4 MONDAY NOVEMBER 21, 2022 5 & 6 MONDAY, DECEMBER 5, 2022 7 6:00 P.M. 8 9 PUBLIC HEARING 10 APPLICATION NO. 22-027 11 12 THOSE IN ATTENDANCE: 13 Ms. Julie LaBonte, Chair 14 Ms. Muriel Hall 15 Mr. Larry Potashnick 16 Mr. AJ Wang 17 Ms. Rhonda O'Brien 18 Mr. Thomas Buelter 19 Ms. Marjorie Richter 20 Mr. Carl Lumley, City Attorney 21 Mr. Jason Jaggi, Director of Community Development 22 Ms. Bethany L. Moore, City Planner (Via Zoom 11/21/2022) 23 Ms. Megan Waller Administrative Supervisor/Recording Secretary 24 25 McLaughlin Court Reporting Services, Inc. Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR 4772 Gatesbury Drive St. Louis, MO 63128 (314) 974-1199	Page 3 1 CHAIRMAN LABONTE: Okay. Our next item is 2 Public Hearing 22-032: Amended Conditional Use Permit -- 3 I'm sorry -- Public Hearing 22-027: Conditional Use 4 Permit for a 9,044 Square Foot Mexican Barrel House 5 Restaurant located at 1085 North Mason Road. 6 If whoever is speaking could come forward and 7 please be sworn in. 8 (The speakers were sworn in by the court 9 reporter.) 10 CHAIRMAN LABONTE: If you could please state 11 your name and address. 12 MR. MACGREGOR: My name is Stewart MacGregor, 13 I'm the applicant and architect. 14 Mr. Floroz is the owner of the property. He's 15 here as well. 16 Bethany, we're going to leave the presentation 17 up to Bethany because it's a fairly simple project. The 18 owner is trying to breath life back into the old 19 Houlihan's just a little bit. 20 They are trying to increase the patio just a 21 little bit, re-face the exterior and re-do the interior. 22 Not a lot is changing. Staff has made some 23 comments, which would dress up the site, make it a little 24 bit more accessible. 25 The actual extension of the patio improves ADA
Page 2 1 NOVEMBER 21, 2022 2 CHAIRMAN LABONTE: We'll call the meeting to 3 order at six o'clock. 4 Thank you, everyone, for being here. 5 We'll start with roll call. 6 So, Ms. Hall? 7 MS. HALL: Present. 8 CHAIRMAN LABONTE: Mr. Potashnick? 9 MR. POTASHNICK: Present. 10 CHAIRMAN LABONTE: Ms. Richter? 11 MS. RICHTER: Present. 12 CHAIRMAN LABONTE: Mr. Wang? 13 MR. WANG: Here. 14 CHAIRMAN LABONTE: Ms. O'Brien? 15 MR. O'BRIEN: Present. 16 CHAIRMAN LABONTE: Mr. Buelter? 17 MR. BUELTER: Present. 18 CHAIRMAN LABONTE: Mr. Lumley? 19 MR. LUMLEY: Present. 20 CHAIRMAN LABONTE: Mr. Jaggi? 21 MR. JAGGI: Present. 22 CHAIRMAN LABONTE: Ms. Moore? 23 MS. MOORE: Present. 24 CHAIRMAN LABONTE: And, Ms. Waller? 25 MS. WALLER: Present.	Page 4 1 accessibility more towards the front, rather than the back 2 side of the parking lot that's almost hidden, so that is a 3 little bit of an improvement there. 4 What -- what we're trying to do is -- is use as 5 much existing as possible without reinventing the wheel. 6 We are also aware that there are some things 7 that staff has made some comments on that we do need to 8 upgrade; sidewalk widths, things like that, landscaping 9 we're going to improve. 10 The exterior is not a maintenance-free exterior, 11 as we found, and the proposal is to dress that up and give 12 it as much maintenance-free material as possible. 13 And I'll let Bethany go through pretty much the 14 presentation. But the only thing we had taken a little 15 bit, not so much an issue with, but just a -- Item No. 1 16 about the materials, if that's something that needs to be 17 discussed, we can discuss that as well, and Item No. 3 in 18 the conditions. The owner would prefer not to reduce 19 their occupancy for their seating capacity from a -- a 20 profitable standpoint, as well as the city, less people, 21 less money, less money to the city too. 22 And the owner would like to add to that, maybe 23 an option. He's been talking with neighboring properties 24 to possibly get a cross parking agreement with them. 25 So, if we could take No. 3 and make it

Page 5 1 either/or. If he's unsuccessful getting cross parking, 2 that's acceptable -- cross parking agreement that's 3 acceptable to the city, then we would revert back to 4 reducing seating capacity parking counts. 5 So, those are the only things that we have that 6 we think would be worth a little bit further discussion. 7 But we're here for questions after Bethany's 8 done with the presentation. 9 CHAIRMAN LABONTE: Thank you. 10 MS. MOORE: Hello. Bethany Moore, City Planner. 11 Try and share my screen. 12 Okay. Can you see that? 13 MR. JAGGI: Yes. 14 CHAIRMAN LABONTE: Yes. 15 MS. MOORE: Also, my vision is a little limited 16 via Zoom, so if you have a question, you'll just have to 17 try a little harder to get my attention. 18 Okay. So this is a conditional -- a new 19 conditional use permit for the former Houlihan's building. 20 It is proposed to be a Mexican Barrel House Restaurant at 21 1085 North Mason Road. 22 And here is the location of it. It -- the 23 conditional use permit is asking for 220 indoor seats and 24 84 outdoor seats. 25 And, like I mentioned, there is not enough	Page 7 1 required under the current zoning code. 2 And here's the existing trash enclosure, which 3 is also to be replaced, as you can see, it's not in good 4 repair. 5 And then there is an existing pole sign, which 6 no longer meets the zoning code. This sign is existing 7 and proposed to be replaced. Under the current zoning 8 code they can re-face and re-use the sign, as long as they 9 don't structurally alter it, but staff does have a 10 condition of approval that the pole sign be repainted. 11 And then here are the elevations that were 12 submitted for the exterior alterations. The existing roof 13 will be re-used. And they are proposing a 14 maintenance-free siding in a very dark, almost black 15 color, and a stone material for the water table. 16 Staff does have concerns about the very dark 17 color that was chosen. Under our Design Guidelines they 18 do mention that exterior materials are supposed to blend 19 in with surrounding buildings. 20 There aren't any examples around it or -- or in 21 the larger Creve Coeur area, really, in terms of 22 commercial buildings that would relate to this dark color, 23 so staff has recommended that the Planning & Zoning 24 Commission review the color of those exterior materials to 25 see if they are in compliance with existing and
Page 6 1 parking on site to accommodate the 220 requested indoor 2 seats. There's only enough parking to accommodate about 3 198 indoor, which is why we had suggested lowering that 4 because that -- that parking count is based on square 5 footage, and indoor seats in the square footage can't be 6 reduced, so in order to meet that, the -- the requirements 7 for parking, we did suggest going down to 198 indoor 8 seats. Outdoor seats are no longer counted in parking 9 requirements. 10 The project includes an exterior remodel and a 11 patio enlargement of about 700 square feet. 12 It is in the General Commercial District, and 13 the building has been vacant for several years and is in 14 need of repairs. 15 Also, the site does include some preexisting 16 nonconformities. It does have quite a bit of site 17 coverage over the allowed site coverage percentage in the 18 General Commercial District, but the patio enlargement is 19 exempt from site coverage calculations, so they are not 20 actually increasing that, so that's not a concern. 21 And then here is just some information about the 22 existing features on the site. There is some noncompliant 23 lighting that is proposed to be reused, but staff is 24 recommending that that be replaced because it is 25 noncompliant. They're not downcast or shielded, which is	Page 8 1 surrounding buildings. 2 And then here is a, down at the bottom, I'm 3 sorry, I don't have my pointer, but down at the bottom 4 there is the patio elevation for the proposed patio 5 addition. It will not be enclosed, but they do have an -- 6 an option for a decorative canvas on top. 7 Again, here is just a close-up of those 8 materials that were proposed. 9 And all of the rooftop equipment and ground 10 equipment will be screened appropriately. 11 And then here is the proposed landscaping plan. 12 As we mentioned, this site has not been used in several 13 years, and so some of the landscaping needed to be 14 updated. Some existing trees that were in bad condition, 15 have actually already been removed. 16 So, on site using existing and proposed trees, 17 they will meet the required amount of street trees for the 18 site. They will also be providing shrubs to screen the 19 headlight glare from the adjacent property. 20 Landscaping has been added along the base of the 21 -- of the new deck. And, again, I don't have my pointer, 22 but if you're looking at the landscaping plan, it's -- 23 it's that portion that's the most to the north, that's 24 where that landscaping will be, along the base of that new 25 patio, and that -- that's an access road there. It's

Page 9 1 not -- it's not like a public road, but it's an access 2 road that it -- it butts up against for that -- that 3 overall site. 4 Then there will be new trees and landscaping 5 proposed for each of the parking lot islands in order to 6 spruce those up and meet the requirements for -- for 7 parking lot landscaping. 8 And then they are also proposing new trees and 9 landscaping along the front to replace those trees that 10 have been removed and to add a more welcoming environment 11 to the front facade of the building. 12 Okay. So here is the parking. So existing they 13 have 130 parking spaces. When the proposed 220 indoor 14 seats and the square footage of the building are taken 15 into account and the required parking is calculated, that 16 adds up to 110 spaces required. They do not have that 17 amount of parking on site, so staff has recommended that 18 that indoor seating count be lowered to 198 in order to 19 comply with the existing on-site parking. 20 Hold on one second. Okay. And so then these 21 are some of the conditions of approval that I just wanted 22 to make sure that I pointed out. 23 Again, that would be lowering that seat capacity 24 because we do have to meet the requirements of the zoning 25 code for the existing on-site parking to 198.	Page 11 1 this. 2 MR. JAGGI: You can try it. 3 MR. MACGREGOR: If you go south on Mason one 4 block, the Bellerive Commons, the two buildings are coming 5 in, the retention pond in there, their entire facade is 6 black on those buildings. They're just a block away. 7 Up and down Olive, a lot of -- a lot of dark 8 black smoke windows are available, but there's a -- just a 9 ton of different materials. Town And 4 and right at, not 10 quite FeeFee, but, oh, Fernridge, those just, I think in 11 the last six to eight years, are redone with a dark -- 12 dark gray and a medium gray exterior as well. 13 So, whether or not this is, you know, I mean 14 how -- like you said, how far do you go, which direction 15 do you go, there are fifty different materials up and down 16 Olive within a three or four block distance right away. 17 So, this was something that the owner was 18 looking for. If you -- if you go down now, Houlihan's 19 kind of stands out, but it's that very light yellowish 20 color, and so we're trying to make it a little less sore 21 thumb-ish. 22 MR. BUELTER: Yes, how flexible are you on that 23 color? 24 MR. MACGREGOR: We're flexible. It's not a -- 25 not a deal breaker, but this is just the look that he was
Page 10 1 Again, that outdoor -- that outdoor seating 2 is -- is not counted in the parking anymore. 3 The existing nonconforming pole sign that's 4 going to be re-faced and re-used should be repainted and 5 repaired. 6 And all existing noncompliant lighting shall be 7 replaced with lighting that's compliant with the current 8 zoning code. 9 All right. And if you have any questions, 10 please let me know. 11 MR. O'BRIEN: I had a question about the color 12 of the siding and all that. 13 You -- you said that we would need to make a 14 decision about it, and -- and I'm not -- that based on 15 what else is in the area, and I'm not sure I know what 16 would be in the area, what we would be looking at. 17 MS. MOORE: Okay. 18 MR. JAGGI: That is a difficult request. 19 MS. MOORE: I'm not sure if -- I might be able 20 to pull up some Google images, but what we want you to 21 discuss is this color is not in any of the surrounding 22 buildings. 23 MR. JAGGI: Bethany, if you could, I think it 24 would be helpful to maybe show some Google street view. 25 MS. MOORE: Okay. Here, hold on. Let me try	Page 12 1 after. 2 The dark siding picks up a little bit of the 3 darker tones of the stone, so that was one reason it was 4 selected. 5 CHAIRMAN LABONTE: You have a question? 6 MR. POTASHNICK: Yeah, I have an observation. 7 CHAIRMAN LABONTE: Uh-huh. 8 MR. POTASHNICK: I, personally, would be a lot 9 happier to push this back to the staff to resolve this 10 color -- this color issue would come with a recommendation 11 with some consensus from the staff, rather than -- rather 12 than leave it to -- leave it to us. 13 And I have another, but maybe we can talk about 14 that, or if there's -- if we want to get into the color 15 selection business, I -- 16 CHAIRMAN LABONTE: Well, no, I think it is a 17 little challenging -- 18 MR. POTASHNICK: -- I opt out because -- because 19 whatever I would do would be a mistake, my wife wouldn't 20 be happy with it, so. 21 CHAIRMAN LABONTE: You have a question? 22 MS. HALL: Yeah, the only thing I can say is 23 normally they do bring the colors to us, and we kind of 24 say we agree or, you know, so. 25 MR. JAGGI: Yeah, there's the proposal. There's

Page 13 1 no alternates to that. 2 MS. RICHTER: He's brought the colors. 3 MR. JAGGI: Yeah, there aren't any -- 4 MS. HALL: Yeah, I know that. 5 MR. JAGGI: There aren't any alternates, though, 6 that's the proposed colors. 7 MR. MACGREGOR: You know, if the condition of 8 the approval would be to work with staff to your liking, 9 which is kind of what you're -- 10 MR. JAGGI: Yeah -- 11 MR. MCGREGOR: -- proposing. 12 MR. JAGGI: -- I would agree. 13 I think -- I think it's -- it's a question we 14 pose to the Commission -- 15 MS. HALL: Yes. 16 MR. JAGGI: -- do you agree with staff that 17 this -- and Bethany can show some of the immediately 18 surrounding area. It's darker than what's around it. 19 You're right, there are buildings, you go 20 further around, they're -- they're a little bit darker, 21 but the masonry and just the overall character, it seemed 22 to us, it's really dark, almost black stain with a red 23 roof, it's just -- 24 MS. HALL: Yeah, that red roof is -- 25 MR. JAGGI: It's not going to blend in. It's	Page 15 1 MR. JAGGI: It's not -- it doesn't show up on 2 the elevation. 3 MR. LUMLEY: It doesn't look well. 4 CHAIRMAN LABONTE: Yeah, what's in our packet 5 doesn't look like what's at the bottom there. 6 MR. JAGGI: Yeah, it doesn't. 7 CHAIRMAN LABONTE: It's very different. 8 MR. JAGGI: It doesn't. 9 MR. MCGREGOR: So that's why the real true, it's 10 hard to get that tone on a computer that likes one color. 11 CHAIRMAN LABONTE: Yeah. Yeah. 12 MR. MCGREGOR: And then if I print this out on a 13 different printer, it's completely different. 14 CHAIRMAN LABONTE: Look totally different, yeah. 15 MR. POTASHNICK: And could you also recap what 16 your issues were with the Bullet Point No. 1. 17 MR. MACGREGOR: One was the color. That's what 18 we were concerned with, that if -- if the Commission is 19 not accepting of this color, we're okay working with staff 20 to get that to meet staff's recommendation, if that's a 21 condition. I think that was somewhat -- I don't know if 22 that was -- Bethany's intent was to, as a condition, if 23 you didn't like the color, we'd work with staff to get the 24 appropriate color that the city would accept. 25 MR. JAGGI: Yeah. That would have to be added
Page 14 1 just going to be kind of unique. 2 But the existing building, it's like a cream 3 color, that doesn't fit in either. 4 But this is our chance to try to make it a 5 little better. I think we all want to do that, so. 6 CHAIRMAN LABONTE: I guess I'm confused cause 7 when I look at the pictures you got the red roof and then 8 the black siding. 9 MR. MCGREGOR: Yes. 10 CHAIRMAN LABONTE: So where is the stone? Cause 11 I don't -- 12 MR. MCGREGOR: The stone -- the stone is 13 underneath. It's a wainscot. It's about this high. So 14 the stone will come up and the siding on top of it. 15 CHAIRMAN LABONTE: Is that -- so the -- the look 16 and what's in the -- the -- 17 MR. MACGREGOR: You would have this. 18 CHAIRMAN LABONTE: It's dark. 19 MR. MCGREGOR: Would be -- 20 MS. HALL: The base. 21 MR. MCGREGOR: -- this area. 22 CHAIRMAN LABONTE: Yeah. 23 MR. MCGREGOR: And then below, basically, from 24 this area down would be the stone. 25 MS. HALL: Yeah. So that's --	Page 16 1 as a condition. 2 MR. MCGREGOR: Yeah. 3 MR. JAGGI: So, we noted in the report, we 4 didn't add it, we wanted discussion, but if -- if you 5 wanted to move that direction, you would have to add a 6 specific condition. 7 And I -- Bethany, I think we would be okay. We 8 would just be looking for a -- 9 MS. MOORE: Yes. 10 MR. JAGGI: -- little bit of a shade lighter 11 than that. 12 MS. MOORE: Correct. Yes. To match the more 13 neutral colors surrounding. 14 MR. MCGREGOR: And that's -- and that -- we're 15 fine with that as the condition to work with the city to 16 resolve that color issue. 17 CHAIRMAN LABONTE: So, I think we have a 18 statement, though, that maybe we'd like -- like to 19 recommend it be brought back. 20 MS. HALL: So, Carl, you can tell me if I'm 21 wrong, but typically we look at the colors. If the 22 colors -- we kind of, I guess, negotiate what's a -- 23 what's a good color for that area, but I think we, as a 24 Commission, play a part in that. 25 MR. LUMLEY: Subject to the City Council --

Page 17 1 MS. HALL: Right. 2 MR. LUMLEY: -- but, typically, there'd be some 3 alternatives presented -- 4 MS. HALL: Uh-huh. 5 MR. LUMLEY: -- for you all to select from. 6 MS. HALL: Rather than us just say we don't 7 really agree with the red and black, and then it just go 8 to them and then they just make a decision, and we don't 9 know what the decision is. 10 MR. LUMLEY: Right. So they -- they can work 11 with staff to come back with -- 12 MS. HALL: Yes. 13 MR. LUMLEY: -- one or two alternatives. 14 MS. RICHTER: I agree with Larry that we 15 shouldn't determine color for -- 16 MS. HALL: Well, we won't determine it. We'll 17 just kind of negotiate with them to kind of make it 18 easier -- 19 MS. RICHTER: Well, we're determining it if 20 we're telling them they can't have the one they want. 21 MR. LUMLEY: Well, it's part of the ordinance. 22 It is subject to the Commission and the City. 23 MS. HALL: That's what we do. 24 MR. JAGGI: And our guidelines do speak of, you 25 know, compatibility with adjacent structures. We have	Page 19 1 the actual number from the city that where they felt we 2 were short -- 3 CHAIRMAN LABONTE: Uh-huh. 4 MR. MACGREGOR: -- if we don't have that, that's 5 going to take, I don't know, we've already had 6 discussions, and I don't know if that's -- how quickly 7 that will move, if we're back in a couple weeks or so. 8 But, yeah, the only other would be to leave the 9 condition as is, and then an and/or, a cross parking 10 agreement acceptable to the city. 11 That gives us -- if the owner's unable to get 12 that cross parking agreement, or he can get it, but it's 13 not acceptable to the city, then we have -- we have the 14 backup to go to 198 seats. 15 MR. LUMLEY: So, the staff and I can look at 16 updating that condition, so when it comes back -- 17 CHAIRMAN LABONTE: Back, it'll be part of it? 18 MR. LUMLEY: Yeah. 19 CHAIRMAN LABONTE: Okay. Good. 20 MR. JAGGI: Yeah, and there would have to be a 21 written agreement signed and -- and reviewed. There's a 22 process for that. But it is -- I'm looking at the 23 ordinance now, I think up to 20 percent of required 24 parking can be allowed off site with an agreement. 25 CHAIRMAN LABONTE: Okay.
Page 18 1 guidelines that speak to that. And that's -- that's the 2 basis of our reason for even bringing it up. 3 So, it's how we apply it, you know, that's some 4 discretion. It's design, so, naturally, there's going to 5 be some discretion with that. 6 But seems like there's a willingness on the 7 applicant's part to maybe go a little bit lighter. 8 But if you want to -- if you want him to come 9 back and show you, here, these -- and these are the colors 10 that we're comfortable with, and if you're agreeing then 11 that's -- we can -- we can go that route too. Yeah. 12 MR. O'BRIEN: So would we be continuing this -- 13 MR. JAGGI: You would continue it. 14 MR. O'BRIEN: -- and then you would work 15 together -- 16 MR. JAGGI: Uh-huh. 17 MR. O'BRIEN: -- to come up with -- 18 MR. JAGGI: Yes. 19 CHAIRMAN LABONTE: Well, and that may give you 20 time then to address the other condition that you were 21 speaking to, the cross parking agreement -- 22 MR. MCGREGOR: Yes. 23 CHAIRMAN LABONTE: -- right? 24 MR. MCGREGOR: We've had some discussions with 25 the property immediately to the south, and until we got	Page 20 1 MR. JAGGI: So, we can, yeah, as Mr. Lumley 2 mentioned, we can include that updated condition when we 3 come back. 4 CHAIRMAN LABONTE: Okay. 5 MR. MCGREGOR: And the only -- the only issue 6 would be is there -- and we'll discuss that with the 7 adjacency, you know, can't be a Burger King across the 8 street. 9 MR. JAGGI: It says 300 feet, so you should be 10 good. We're not going that far. 11 MR. MCGREGOR: I think we can find seven spaces. 12 MR. JAGGI: And it would just be the seven, 13 yeah, so we can -- we can flush all that out. 14 MR. POTASHNICK: So I have a staff question. 15 MR. JAGGI: Yes. 16 MR. POTASHNICK: Like this Bullet 1 says, shall 17 be in substantial conformance with the elevations 18 received, and, so, that includes -- that reflects the 19 black that was tendered? 20 MR. LUMLEY: Currently that language reflects -- 21 reflects the black. 22 MR. JAGGI: Right. That's if you were going to 23 vote it -- vote on it tonight as it's presented, but 24 that's -- 25 MR. POTASHNICK: Okay. We're going to -- we're

Page 21 1 going to revise that -- 2 MR. JAGGI: Right. 3 MR. POTASHNICK: -- in short -- in short order? 4 MR. JAGGI: Yes. 5 MR. MCGREGOR: And it sounds like -- 6 MS. MOORE: Yes. 7 MR. MCGREGOR: -- to work with staff -- staff to 8 get -- 9 MR. JAGGI: Right. 10 MR. MCGREGOR: -- to get a color that's 11 acceptable, then that, basically, does not become a 12 condition then? 13 CHAIRMAN LABONTE: Right. 14 MR. JAGGI: Right. 15 CHAIRMAN LABONTE: Okay. 16 MR. POTASHNICK: So that -- that particular 17 property has needed some help for some -- 18 MR. MCGREGOR: Yes. 19 MR. POTASHNICK: -- for some time, and -- and so 20 we wish you -- I wish you the best -- the best of luck. 21 MR. MCGREGOR: Well, it's a very special place 22 for me. It's where my wife and I met over a decade ago, 23 so. 24 She -- she likes her margaritas, it's going to 25 play a big part in the future.	Page 23 1 MR. FLOROZ: Not really. And (inaudible) the 2 extension we're trying to do is mainly for advertisement. 3 Meaning wherever you're going to drive on Olive will not 4 be -- barely see the building. 5 MR. BUELTER: I'm just asking from like noise. 6 We've had -- 7 MR. FLOROZ: No, it will be music regular hours, 8 no longer than 8 p.m., so other restaurants in the area, 9 the neighbors and stuff like that. So we try to be as 10 much accommodating to neighbors like that. 11 MR. BUELTER: And then anything else on that? 12 CHAIRMAN LABONTE: No, I was just going to say 13 once you're done, we'll have you state your name and 14 address, so that she can document it in the -- 15 MR. BUELTER: And the -- the last question is I 16 see a smoker -- proposed smoker on here. 17 MR. MCGREGOR: For the -- yeah. Part of the -- 18 part of the offering is a Mexican barbecue, which will be 19 smoked meat, and that's going to be out -- there's a -- 20 the way the parking lot and the building is situated, 21 there's a wedge back off -- 22 MR. BUELTER: Okay. 23 MR. MCGREGOR: -- the kitchen that is pretty 24 much unused space. They're going to put that out there, 25 and, of course, you have to meet the building codes,
Page 22 1 MR. POTASHNICK: If we have her here next time, 2 would she say that too? 3 MR. MACGREGOR: Yes, she would. 4 MR. POTASHNICK: Okay. 5 CHAIRMAN LABONTE: Okay. 6 We did have one speaker. 7 MR. MCGREGOR: That would be me. 8 CHAIRMAN LABONTE: Oh, okay. 9 MR. MACGREGOR: Filled out a card, just in case. 10 CHAIRMAN LABONTE: Okay. Oh, perfect. 11 MR. JAGGI: So we just need a motion. 12 MR. BUELTER: Oh, I have a couple more 13 questions. 14 MR. MCGREGOR: Yes. 15 MR. BUELTER: First one, hours of operation? 16 Proposed hours of operation? 17 MR. MCGREGOR: Your hours of operation? 18 MR. FLOROZ: So, yeah, eight in the morning to 19 10:30 p.m. 20 MR. BUELTER: And that's every day of the week? 21 MR. FLOROZ: That's correct. Sunday we will be 22 closing at 8 p.m. 23 MR. BUELTER: Okay. 24 Second question is big patio in there. Music 25 coming along with the patio?	Page 24 1 separation, things like that, for fire, but just going to 2 be outdoor. It will be covered by health code, it has to 3 be covered, so -- 4 MR. BUELTER: Okay. 5 MR. MCGREGOR: -- we don't know exactly what 6 that's going to look like yet. 7 But the way -- and Bethany -- Bethany asked for 8 a couple of clarifications on our patio enclosure, and, 9 it, basically, a freestanding square post with an infill 10 down and the seat height level would match the siding, so 11 whatever siding we land on color wise, it will be 12 reflected in that as well, just a lower screen wall, but 13 everything else is open. So whatever we do with the 14 smoker enclosure to meet the health code, would match that 15 same deal. Just, you know, enclosed in the same 16 materials, as much as it needs to be enclosed. They'd 17 like it to be open as much as possible, but covered it has 18 to be, so. 19 MR. BUELTER: Okay. 20 That's all I have. 21 CHAIRMAN LABONTE: Do you mind -- 22 MS. MOORE: We do have a condition of approval 23 that addresses the screening of that, just to clarify as 24 well. 25 CHAIRMAN LABONTE: Okay. Thank you.

Page 25 1 Do you mind just stepping forward and stating 2 your name and address. 3 Thank you. 4 MR. JAGGI: And then let's go ahead and have you 5 swear in after the fact. We didn't have that, correct -- 6 CHAIRMAN LABONTE: Yeah. 7 MR. JAGGI: -- he was not sworn in earlier? 8 CHAIRMAN LABONTE: Right. 9 MR. JAGGI: Okay. 10 MR. FLOROZ: Good evening, Everybody. 11 My name is Alfredo Floroz, and I am the current 12 owner of that property. I'm trying to open a Mexican 13 restaurant there. 14 We do have some mixed restaurant experience 15 around town. I've been building restaurants since 1992 16 with El Maguey. We used to -- I worked for them for a 17 long time. Been a manager for Chevy's, Casa Gallardo at 18 one point, and Olive Garden, so we decided to do our own. 19 Right now I currently have Mexican restaurant on 20 Dorsett and 270, it's called, Casa (inaudible), so this 21 one will be a branch of that restaurant right there, and 22 it's a mix between good barbecue and Mexican. 23 CHAIRMAN LABONTE: Great. 24 MR. FLOROZ: So we hope to bring good stuff to 25 the city.	Page 27 1 MR. POTASHNICK: Yeah. 2 I move to continue the discussion related to 3 Application 22-027, so the staff can reconcile the open 4 points on -- on the presentation. 5 MR. LUMLEY: Could you please re-state to 6 continue the public hearing. 7 MR. POTASHNICK: And to continue the public 8 hearing related to this matter. 9 MR. JAGGI: Thank you. 10 MR. WANG: Second. 11 CHAIRMAN LABONTE: Okay. All in favor aye? 12 (All responded aye.) 13 CHAIRMAN LABONTE: Any opposed? Okay. 14 So, we'll look forward to seeing you back here, 15 hopefully, in two weeks. 16 Thank you. Very good. Thank you so much. 17 MR. POTASHNICK: Thank you. 18 VOICE: Thank you. 19 (At 7:00 p.m. the Public Hearing was continued 20 to December 5, 2022 P&Z meeting.) 21 oOo 22 23 24 25
Page 26 1 And, again, my name is Alfredo Floroz. 2 (Alfredo Floroz was sworn in.) 3 CHAIRMAN LABONTE: Well, everyone on Next Door 4 is very excited about you, so. 5 MR. FLOROZ: Thank you. 6 MS. RICHTER: Next Door is quite the buzz. 7 MR. FLOROZ: Yeah. 8 CHAIRMAN LABONTE: Quite the buzz on Next Door 9 right now. 10 MR. FLOROZ: I think I comment on the color and 11 deciding to me, definitely was designed by somebody trying 12 to create a, you know, brand for it. 13 So, you know, some barbecue places, most of the 14 colors, they advertise the dark colors, the pink 15 (inaudible), those kind of things, but that's originally 16 for the color. 17 We are really not set on those. I mean it could 18 be, you know, it look, you know, look orange, we're okay 19 with it. But, you know, we're willing to work as much, 20 the sooner we can get this project going. 21 CHAIRMAN LABONTE: Yes. 22 MR. FLOROZ: Appreciate you. 23 CHAIRMAN LABONTE: Agree. 24 MR. FLOROZ: Thank you. 25 CHAIRMAN LABONTE: We have a motion?	Page 28 1 December 5, 2022 2 CHAIRMAN LABONTE: Okay. We'll call the meeting 3 to order at 6:02 with -- and we'll start with roll call. 4 We're missing Ms. Hall. 5 Mr. Potashnick? 6 MR. POTASHNICK: Present. 7 CHAIR LABONTE: Ms. Richter? 8 MS. RICHTER: Present. 9 CHAIR LABONTE: Mr. Wang? 10 MR. WANG: Here. 11 CHAIR LABONTE: Ms. O'Brien? 12 MS. O'BRIEN: Here. 13 CHAIR LABONTE: Mr. Buelter? 14 MR. BUELTER: Here. 15 CHAIR LABONTE: Mr. Lumley? 16 MR. LUMLEY: Here. 17 CHAIR LABONTE: Mr. Jaggi? 18 MR. JAGGI: Present. 19 CHAIR LABONTE: Ms. Moore? 20 MS. MOORE: Present. 21 CHAIR LABONTE: And, Ms. Waller? 22 MS. WALLER: Present. 23 (Ms. Hall is now present.) 24 CHAIR LABONTE: Hi, Ms. Hall. 25 MS. HALL: Hello.

Page 29 1 CHAIR LABONTE: We'll move to our second public 2 hearing. 22-027: Conditional Use Permit for a 9,044 3 Square Foot Mexican Barrel House Restaurant located at 4 1085 North Mason Road. 5 If we could please have everyone come forward to 6 be sworn in that's going to be speaking this evening. 7 (The speakers were sworn in by the court 8 reporter.) 9 CHAIR LABONTE: Thank you. 10 And if you may, please state your name and 11 address before you begin. 12 MR. STEWART MACGREGOR: Stewart MacGregor. I'm 13 the architect with the project. My address is 2190 South 14 Mason Road, Suite 202, St. Louis, Missouri 63131. 15 We have no new information on this project other 16 than siding color. I think that's where we left off. 17 You had a question about the parking condition, 18 and Bethany and staff and I worked that through to where 19 we have an either/or situation. 20 CHAIR LABONTE: Okay. 21 MR. STEWART MACGREGOR: We have the cross 22 parking agreement in place or we don't, and I'm assuming 23 we don't. 24 So that is -- that's an option we're comfortable 25 with and accept.	Page 31 1 So, if it's acceptable to you, we'd ask for 2 approval. 3 CHAIR LABONTE: Great. Thank you. 4 Okay. 5 Thank you. 6 Bethany. 7 MS. MOORE: Bethany Moore, City Planner. 8 Nice to see you guys in person again. 9 But I'll just add, pretty briefly, that staff 10 also does prefer the bedrock shade. It does go better 11 with the stone and the surrounding buildings. But, also, 12 either -- either color would be acceptable. 13 And we did amend Condition No. 4, like Stewart 14 said, to reflect the parking agreement. 15 So, the parking currently would stand at 198 16 seats in order to meet with the required parking, and then 17 if they get that parking agreement with the neighbor, they 18 would amend that and bring that in for us to review. 19 So, that is all I have. 20 Do you have any questions? 21 MS. HALL: I just have one question. 22 So, what -- was something red? Did I miss 23 something? Was it just the black color that we were 24 focused on? 25 CHAIR LABONTE: Uh-huh.
Page 30 1 And all the other conditions I think I read we 2 accept. 3 So, we have the color issue. The color was too 4 dark, black almost, with the last one. So we proposed on 5 that to -- we proposed this as a -- as a primary choice, 6 but then propose this as alternative choice. 7 I like this better myself. I think, and in 8 speaking with staff, that picks up more the colors of the 9 stone. But it was -- the idea was to get us something 10 somewhere between black and pure white, so we opted with a 11 straight medium gray. But then saw this and thought that 12 might look a little better with the stone. Brought a 13 stone sample with us. 14 So, I would propose we go with this. It's 15 bedrock. Go with that as the primary color. 16 MR. LUMLEY: Do the samples have names that you 17 can state? 18 MR. STEWART MACGREGOR: This is smoky ash, just 19 a normal medium gray, and this is bedrock and -- 20 CHAIR LABONTE: Bedrock. 21 MR. STEWART MACGREGOR: -- and after seeing 22 Bedrock, I'm on Team Bedrock. 23 But this is up to you. I think we came back 24 with some samples that we want to give at least an 25 alternative, and looks like the alternative is better.	Page 32 1 MS. MOORE: The existing roof is a red color, 2 but they're not -- they're putting anything -- they're not 3 changing the roof, it's staying. 4 MS. HALL: Okay. 5 MR. POTASHNICK: Is that roof serviceable? It's 6 an old, old, old roof. 7 MR. MACGREGOR: It is an old roof. We looked at 8 it. There are a couple of closure pieces along the ridges 9 that need to be replaced. 10 And we'd asked -- the owner had asked if he 11 could go ahead and repair those while we're going through 12 this. I mean we spoke with the city and that was more of 13 a repair than a part of the whole renovation. 14 They were just trying to keep the water out of 15 the building. It was right about the time we had a 16 thousand-year rain. So, I don't think he actually done 17 anything. We didn't want to just do it without asking for 18 permission to stop the leak, so, it's serviceable, and 19 it's in pretty good shape, other than a couple of the trim 20 pieces. 21 MR. POTASHNICK: I have a staff question. 22 The building, as it sits, is really in shabby 23 shape. So when we get all this done, I'd like to be 24 supportive of -- of this venture, are we sure that we're 25 going to bring this thing up to commercial standards with

Page 33 1 what we have drafted? 2 MR. JAGGI: I think so, yeah. 3 We're going to have it -- there's going to be 4 brand new siding on the whole building, there's going to 5 be a new kind of this precast stone work at the base. 6 Existing roof is to remain. You know, it's not a complete 7 remake of the building, certainly, it's a -- more of a 8 refresh, more of an update of an existing building, so 9 that's the extent of the proposal, but I think it's a -- a 10 big improvement over what we see there today, which is 11 kind of that cream colored and very outdated. So this 12 will help update the building. 13 We also have conditions in there to upgrade the 14 site as well. New lighting. I think we have condition 15 on, you know, additional landscaping that they proposed. 16 So I think, in general, you're going to see a 17 much more up-to-date site than what you have out there 18 today. So we were comfortable with it. 19 MR. POTASHNICK: Now, if the roof needs to be 20 repaired should we fold that into the conditions? 21 MR. JAGGI: I don't think so. I mean repairs a 22 normal course of activity with buildings that are existing 23 like this, so I don't think it's anything the P&Z needs to 24 be concerned about. 25 MR. POTASHNICK: Okay.	Page 35 1 MR. STEWART MACGREGOR: Diamond Kote's the 2 brand. 3 CHAIR LABONTE: Oh, Diamond Kote's the brand. 4 Oh, I see where it is. Okay. 5 MR. JAGGI: It's like the -- 6 CHAIR LABONTE: It's to the right. 7 MR. JAGGI: It's the follow-up to CertainTeed, 8 isn't it? 9 MR. STEWART MACGREGOR: Yeah. 10 CHAIR LABONTE: Okay. 11 MR. STEWART MACGREGOR: It's like a CertainTeed 12 type siding. 13 CHAIR LABONTE: Perfect. 14 MS. MOORE: It is the same material as proposed 15 last time, just a different shade. 16 CHAIR LABONTE: Just different shades. Okay. 17 Perfect. 18 MS. HALL: So one final last question. 19 Can you just let us see the new color up close? 20 MR. STEWART MACGREGOR: Sure. 21 MS. HALL: Can we see the material? Yes. 22 MR. STEWART MACGREGOR: How close? 23 MS. HALL: Real close. I just wanted to see. 24 Okay. Yeah, that's good. Yeah. Okay. Yeah, that's -- 25 MR. POTASHNICK: Yeah.
Page 34 1 MR. JAGGI: The main thing is the appearance, 2 and it's going to stay the same with what it is today. 3 And then does that appearance of the roof color, does it 4 coordinate with the proposed exterior materials, and I 5 think it's compatible when you put it altogether. 6 MS. HALL: You saw it, or you're just saying 7 just based on the color combination? 8 MR. JAGGI: Yeah, based on the color combination 9 that we have. 10 MS. HALL: Uh-huh. 11 MR. JAGGI: Uh-huh. 12 MS. HALL: Uh-huh. Okay. 13 MR. JAGGI: As you know, we did have concerns 14 with the real dark, almost black siding -- 15 MS. HALL: Uh-huh. 16 MR. JAGGI: -- we felt that was not very 17 compatible. 18 But this revision, I think, very complimentary 19 colors with the stone and the siding. Then with that red 20 tone roof, which, as Bethany said, it's not a real bright 21 red, it's -- it's a little more of a muted color, so it 22 should all fit together pretty well. 23 CHAIR LABONTE: So, in that, online, it says 24 bedrock on left, smoky ash on the right. But the names on 25 the pictures are different. It says Diamond and --	Page 36 1 MR. LUMLEY: Just watch your step with the 2 stairs behind you. 3 MS. RICHTER: You didn't ask, but I like your 4 bedrock too. 5 MR. STEWART MACGREGOR: After I saw it with the 6 stone, I thought, oh, yeah. 7 CHAIR LABONTE: Everyone's (inaudible). 8 Any other questions? 9 MR. WANG: I don't have a question, but I 10 just -- I just wanted to thank Mr. MacGregor for working 11 with us on the colors. 12 For me, personally, after the Vanguard 13 Apartment, the apple green on tan colors, I still get 14 flack for being on City Council at the time, so, thank 15 you. 16 MS. HALL: You were a part of that? 17 MR. STEWART MACGREGOR: Projects follow you 18 wherever you go. 19 MR. WANG: What? 20 MS. HALL: You were a part of that? 21 MR. WANG: I first thought it was, you know, 22 that same color as the Ladue 5th Grade Center, looked 23 perfectly fine. But on that building, it just looks like, 24 you know, like sometimes when I see buildings under 25 construction, you see the cornings, Owens Corning pink,

Page 37 1 you know, and you think is that going to be the color, and 2 then they run the color. I thought this was some brand, 3 so. 4 MR. JAGGI: Well, and after that, actually, is 5 why we now request material samples for architects to 6 bring in, so you can see exactly what's going to be up on 7 building, cause you can't tell the colors on a print. 8 They can be different shades. It can be very different 9 than what's actually constructed. 10 So we do ask for materials. 11 MR. STEWART MACGREGOR: (Inaudible) computer 12 (inaudible). 13 MR. JAGGI: Yeah. 14 So we kind of learned a little bit from that 15 project too. 16 MR. WANG: Good. Thank you. 17 What? 18 CHAIR LABONTE: Sounds good. 19 MR. WANG: I'm accustomed (inaudible), so it's. 20 CHAIR LABONTE: Okay. Any other questions? 21 Okay. Do we have a motion? 22 MR. LUMLEY: (Inaudible.) 23 CHAIR LABONTE: Oh, you need, yeah. Exhibits. 24 MR. LUMLEY: Offer the following exhibits in the 25 record of this public hearing: Documentation in	Page 39 1 STATE OF MISSOURI) 2 COUNTY OF ST. LOUIS) SS 3 4 I, Deborah K. McLaughlin, Registered 5 Professional Reporter, Missouri Certified Court Reporter, 6 Illinois Certified Shorthand Reporter and Kansas Certified 7 Court Reporter, do hereby certify that I reported the 8 Planning and Zoning Public Hearing stenographically and 9 later reduced to typewriting; and that this is a true and 10 accurate transcript of the public hearing. 11 12  13 _____, RPR, MO-CCR, IL-CSR, KS-CCR 14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR 15 16 17 18 19 20 21 22 23 24 25
Page 38 1 possession of the City Clerk reflecting the public notice 2 that's been provided, staff reports in this matter, the 3 PowerPoint presentations, the City's Code of Ordinances, 4 City Comprehensive Plan, the public file regarding this 5 application. 6 (The Public Hearing was concluded at 6:14 p.m.) 7 oOo 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	

CHAIR LABONTE: [25] 28/7 28/9 28/11 28/13 28/15 28/17 28/19 28/21 28/24 29/1 29/9 29/20 30/20 31/3 31/25 34/23 35/3 35/6 35/10 35/13 35/16 36/7 37/18 37/20 37/23 CHAIRMAN LABONTE: [54] MR. BUELTER: [13] 2/17 11/22 22/12 22/15 22/20 22/23 23/5 23/11 23/15 23/22 24/4 24/19 28/14 MR. FLOROZ: [11] 22/18 22/21 23/1 23/7 25/10 25/24 26/5 26/7 26/10 26/22 26/24 MR. JAGGI: [49] MR. LUMLEY: [17] 2/19 15/3 16/25 17/2 17/5 17/10 17/13 17/21 19/15 19/18 20/20 27/5 28/16 30/16 36/1 37/22 37/24 MR. MACGREGOR: [10] 3/12 11/3 11/24 13/7 14/17 15/17 19/4 22/3 22/9 32/7 MR. MCGREGOR: [25] 13/11 14/9 14/12 14/19 14/21 14/23 15/9 15/12 16/2 16/14 18/22 18/24 20/5 20/11 21/5 21/7 21/10 21/18 21/21 22/7 22/14 22/17 23/17 23/23 24/5 MR. O'BRIEN: [5] 2/15 10/11 18/12 18/14 18/17 MR. POTASHNICK: [22] 2/9 12/6 12/8 12/18 15/15 20/14 20/16 20/25 21/3 21/16 21/19 22/1 22/4 27/1 27/7 27/17 28/6 32/5 32/21 33/19 33/25 35/25	MR. STEWART MACGREGOR: [12] 29/12 29/21 30/18 30/21 35/1 35/9 35/11 35/20 35/22 36/5 36/17 37/11 MR. WANG: [8] 2/13 27/10 28/10 36/9 36/19 36/21 37/16 37/19 MS. HALL: [26] 2/7 12/22 13/4 13/15 13/24 14/20 14/25 16/20 17/1 17/4 17/6 17/12 17/16 17/23 28/25 31/21 32/4 34/6 34/10 34/12 34/15 35/18 35/21 35/23 36/16 36/20 MS. MOORE: [14] 2/23 5/10 5/15 10/17 10/19 10/25 16/9 16/12 21/6 24/22 28/20 31/7 32/1 35/14 MS. O'BRIEN: [1] 28/12 MS. RICHTER: [7] 2/11 13/2 17/14 17/19 26/6 28/8 36/3 MS. WALLER: [2] 2/25 28/22 VOICE: [1] 27/18 0 027 [4] 1/10 3/3 27/3 29/2 032 [1] 3/2 1 1085 [3] 3/5 5/21 29/4 10:30 p.m [1] 22/19 11/21/2022 [1] 1/17 110 [1] 9/16 1199 [1] 1/23 130 [1] 9/13 198 [6] 6/3 6/7 9/18 9/25 19/14 31/15 1992 [1] 25/15 2 20 [1] 19/23 202 [1] 29/14 2022 [6] 1/4 1/6 1/17 2/1 27/20 28/1 21 [2] 1/4 2/1	2190 [1] 29/13 22-027 [4] 1/10 3/3 27/3 29/2 22-032 [1] 3/2 220 [3] 5/23 6/1 9/13 270 [1] 25/20 3 300 [1] 1/3 300 feet [1] 20/9 314 [2] 1/22 1/23 4 4772 [1] 1/22 5 5th [1] 36/22 6 63128 [1] 1/23 63131 [1] 29/14 6:00 [1] 1/7 6:02 [1] 28/3 6:14 [1] 38/6 7 700 square [1] 6/11 7:00 [1] 27/19 8 8 p.m [2] 22/22 23/8 84 [1] 5/24 9 9,044 [2] 3/4 29/2 974-1199 [1] 1/23 A able [1] 10/19 about [13] 4/16 6/2 6/11 6/21 7/16 10/11 10/14 12/13 14/13 26/4 29/17 32/15 33/24 accept [3] 15/24 29/25 30/2 acceptable [7] 5/2 5/3 19/10 19/13 21/11 31/1 31/12 accepting [1] 15/19 access [2] 8/25 9/1 accessibility [1] 4/1 accessible [1] 3/24 accommodate [2]	6/1 6/2 accommodating [1] 23/10 account [1] 9/15 accurate [1] 39/10 accustomed [1] 37/19 across [1] 20/7 activity [1] 33/22 actual [2] 3/25 19/1 actually [5] 6/20 8/15 32/16 37/4 37/9 ADA [1] 3/25 add [5] 4/22 9/10 16/4 16/5 31/9 added [2] 8/20 15/25 addition [1] 8/5 additional [1] 33/15 address [6] 3/11 18/20 23/14 25/2 29/11 29/13 addresses [1] 24/23 adds [1] 9/16 adjacency [1] 20/7 adjacent [2] 8/19 17/25 Administrative [1] 1/18 advertise [1] 26/14 advertisement [1] 23/2 after [7] 5/7 12/1 25/5 30/21 36/5 36/12 37/4 again [6] 8/7 8/21 9/23 10/1 26/1 31/8 against [1] 9/2 ago [1] 21/22 agree [6] 12/24 13/12 13/16 17/7 17/14 26/23 agreeing [1] 18/10 agreement [10] 4/24 5/2 18/21 19/10 19/12 19/21 19/24 29/22 31/14 31/17 ahead [2] 25/4 32/11 AJ [1] 1/14 Alfredo [3] 25/11 26/1 26/2 all [14] 8/9 10/6 10/9 10/12	14/5 17/5 20/13 24/20 27/11 27/12 30/1 31/19 32/23 34/22 allowed [2] 6/17 19/24 almost [5] 4/2 7/14 13/22 30/4 34/14 along [5] 8/20 8/24 9/9 22/25 32/8 already [2] 8/15 19/5 also [10] 4/6 5/15 6/15 7/3 8/18 9/8 15/15 31/10 31/11 33/13 alter [1] 7/9 alterations [1] 7/12 alternates [2] 13/1 13/5 alternative [3] 30/6 30/25 30/25 alternatives [2] 17/3 17/13 altogether [1] 34/5 am [1] 25/11 amend [2] 31/13 31/18 Amended [1] 3/2 amount [2] 8/17 9/17 another [1] 12/13 any [9] 7/20 10/9 10/21 13/3 13/5 27/13 31/20 36/8 37/20 anymore [1] 10/2 anything [4] 23/11 32/2 32/17 33/23 Apartment [1] 36/13 appearance [2] 34/1 34/3 apple [1] 36/13 applicant [1] 3/13 applicant's [1] 18/7 application [3] 1/10 27/3 38/5 apply [1] 18/3 Appreciate [1] 26/22 appropriate [1] 15/24 appropriately [1] 8/10 approval [5] 7/10 9/21 13/8 24/22 31/2
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A	away [2] 11/6 11/16 aye [2] 27/11 27/12	bit [12] 3/19 3/21 3/24 4/3 4/15 5/6 6/16 12/2 13/20 16/10 18/7 37/14	5/12 7/3 7/8 11/2 12/13 12/22 13/17 16/20 17/10 18/11 18/11 19/12 19/15 19/24 20/1 20/2 20/11 20/13 20/13 23/14 26/20 27/3 30/17 35/19 35/21 37/6 37/8 37/8	22/22 closure [1] 32/8 code [8] 7/1 7/6 7/8 9/25 10/8 24/2 24/14 38/3 codes [1] 23/25 COEUR [2] 1/2 7/21 color [39] 7/15 7/17 7/22 7/24 10/11 10/21 11/20 11/23 12/10 12/10 12/14 14/3 15/10 15/17 15/19 15/23 15/24 16/16 16/23 17/15 21/10 24/11 26/10 26/16 29/16 30/3 30/3 30/15 31/12 31/23 32/1 34/3 34/7 34/8 34/21 35/19 36/22 37/1 37/2
architect [2] 3/13 29/13 architects [1] 37/5 are [25] 3/20 4/6 4/6 5/5 6/8 6/19 7/11 7/13 7/18 7/25 9/8 9/14 9/21 11/4 11/8 11/11 11/15 11/22 13/19 18/9 26/17 32/8 32/24 33/22 34/25 area [8] 7/21 10/15 10/16 13/18 14/21 14/24 16/23 23/8 aren't [3] 7/20 13/3 13/5 around [4] 7/20 13/18 13/20 25/15 as [39] 3/15 4/4 4/5 4/11 4/12 4/12 4/17 4/20 4/20 7/3 7/8 7/8 8/12 11/12 15/22 16/1 16/15 16/23 19/9 20/1 20/23 23/9 24/12 24/16 24/16 24/17 24/17 24/23 26/19 30/5 30/5 30/6 30/15 32/22 33/14 34/13 34/20 35/14 36/22 ash [2] 30/18 34/24 ask [3] 31/1 36/3 37/10 asked [3] 24/7 32/10 32/10 asking [3] 5/23 23/5 32/17 assuming [1] 29/22 at [24] 2/3 3/5 5/20 8/2 8/3 8/22 10/16 11/9 14/7 15/5 16/21 19/15 19/22 22/22 25/17 27/19 28/3 29/3 30/24 31/15 32/7 33/5 36/14 38/6 ATTENDANCE [1] 1/12 attention [1] 5/17 Attorney [1] 1/16 available [1] 11/8 aware [1] 4/6	B back [14] 3/18 4/1 5/3 12/9 16/19 17/11 18/9 19/7 19/16 19/17 20/3 23/21 27/14 30/23 backup [1] 19/14 bad [1] 8/14 BALLAS [1] 1/3 barbecue [3] 23/18 25/22 26/13 barely [1] 23/4 Barrel [3] 3/4 5/20 29/3 base [4] 8/20 8/24 14/20 33/5 based [4] 6/4 10/14 34/7 34/8 basically [3] 14/23 21/11 24/9 basis [1] 18/2 be [78] because [6] 3/17 6/4 6/24 9/24 12/18 12/18 become [1] 21/11 bedrock [8] 30/15 30/19 30/20 30/22 30/22 31/10 34/24 36/4 been [9] 4/23 6/13 8/12 8/15 8/20 9/10 25/15 25/17 38/2 before [1] 29/11 begin [1] 29/11 behind [1] 36/2 being [2] 2/4 36/14 Bellerive [1] 11/4 below [1] 14/23 best [2] 21/20 21/20 Bethany [14] 1/17 3/16 3/17 4/13 5/10 10/23 13/17 16/7 24/7 24/7 29/18 31/6 31/7 34/20 Bethany's [2] 5/7 15/22 better [5] 14/5 30/7 30/12 30/25 31/10 between [2] 25/22 30/10 big [3] 21/25 22/24 33/10	black [12] 7/14 11/6 11/8 13/22 14/8 17/7 20/19 20/21 30/4 30/10 31/23 34/14 blend [2] 7/18 13/25 block [3] 11/4 11/6 11/16 bottom [3] 8/2 8/3 15/5 branch [1] 25/21 brand [5] 26/12 33/4 35/2 35/3 37/2 breaker [1] 11/25 breath [1] 3/18 briefly [1] 31/9 bright [1] 34/20 bring [5] 12/23 25/24 31/18 32/25 37/6 bringing [1] 18/2 brought [3] 13/2 16/19 30/12 Buelter [3] 1/15 2/16 28/13 building [17] 5/19 6/13 9/11 9/14 14/2 23/4 23/20 23/25 25/15 32/15 32/22 33/4 33/7 33/8 33/12 36/23 37/7 buildings [10] 7/19 7/22 8/1 10/22 11/4 11/6 13/19 31/11 33/22 36/24 Bullet [2] 15/16 20/16 Burger [1] 20/7 business [1] 12/15 but [48] butts [1] 9/2 buzz [2] 26/6 26/8	can't [4] 6/5 17/20 20/7 37/7 canvas [1] 8/6 capacity [3] 4/19 5/4 9/23 card [1] 22/9 Carl [2] 1/16 16/20 Casa [2] 25/17 25/20 case [1] 22/9 cause [3] 14/6 14/10 37/7 CCR [6] 1/22 1/22 39/13 39/13 39/14 39/14 Center [1] 36/22 certainly [1] 33/7 CertainTeed [2] 35/7 35/11 Certified [3] 39/5 39/6 39/6 certify [1] 39/7 Chair [1] 1/13 challenging [1] 12/17 chance [1] 14/4 changing [2] 3/22 32/3 character [1] 13/21 Chevy's [1] 25/17 choice [2] 30/5 30/6 chosen [1] 7/17 city [20] 1/2 1/16 1/17 4/20 4/21 5/3 5/10 15/24 16/15 16/25 17/22 19/1 19/10 19/13 25/25 31/7 32/12 36/14 38/1 38/4 City's [1] 38/3 clarifications [1] 24/8 clarify [1] 24/23 Clerk [1] 38/1 close [4] 8/7 35/19 35/22 35/23 close-up [1] 8/7 closing [1]	closure [1] 32/8 code [8] 7/1 7/6 7/8 9/25 10/8 24/2 24/14 38/3 codes [1] 23/25 COEUR [2] 1/2 7/21 color [39] 7/15 7/17 7/22 7/24 10/11 10/21 11/20 11/23 12/10 12/10 12/14 14/3 15/10 15/17 15/19 15/23 15/24 16/16 16/23 17/15 21/10 24/11 26/10 26/16 29/16 30/3 30/3 30/15 31/12 31/23 32/1 34/3 34/7 34/8 34/21 35/19 36/22 37/1 37/2 colored [1] 33/11 colors [14] 12/23 13/2 13/6 16/13 16/21 16/22 18/9 26/14 26/14 30/8 34/19 36/11 36/13 37/7 combination [2] 34/7 34/8 come [8] 3/6 12/10 14/14 17/11 18/8 18/17 20/3 29/5 comes [1] 19/16 comfortable [3] 18/10 29/24 33/18 coming [2] 11/4 22/25 comment [1] 26/10 comments [2] 3/23 4/7 commercial [4] 6/12 6/18 7/22 32/25 COMMISSION [6] 1/1 7/24 13/14 15/18 16/24 17/22 Commons [1] 11/4 Community [1] 1/17 compatibility [1] 17/25 compatible [2] 34/5 34/17 complete [1] 33/6 completely [1] 15/13

C	count [2] 6/4 9/18 counted [2] 6/8 10/2 counts [1] 5/4 COUNTY [1] 39/2 couple [5] 19/7 22/12 24/8 32/8 32/19 course [2] 23/25 33/22 court [5] 1/21 3/8 29/7 39/5 39/7 coverage [3] 6/17 6/17 6/19 covered [3] 24/2 24/3 24/17 cream [2] 14/2 33/11 create [1] 26/12 CREVE [2] 1/2 7/21 cross [7] 4/24 5/1 5/2 18/21 19/9 19/12 29/21 CSR [3] 1/22 39/13 39/14 current [4] 7/1 7/7 10/7 25/11 currently [3] 20/20 25/19 31/15	26/11 determine [2] 17/15 17/16 determining [1] 17/19 Development [1] 1/17 Diamond [3] 34/25 35/1 35/3 did [5] 6/7 22/6 31/13 31/22 34/13 didn't [5] 15/23 16/4 25/5 32/17 36/3 different [11] 11/9 11/15 15/7 15/13 15/13 15/14 34/25 35/15 35/16 37/8 37/8 difficult [1] 10/18 direction [2] 11/14 16/5 Director [1] 1/17 discretion [2] 18/4 18/5 discuss [3] 4/17 10/21 20/6 discussed [1] 4/17 discussion [3] 5/6 16/4 27/2 discussions [2] 18/24 19/6 distance [1] 11/16 District [2] 6/12 6/18 do [28] 3/21 4/4 4/7 7/18 8/5 9/16 9/24 11/14 11/15 12/19 12/23 13/16 14/5 17/23 17/24 23/2 24/13 24/21 24/22 25/1 25/14 25/18 30/16 31/20 32/17 37/10 37/21 39/7 document [1] 23/14 Documentation [1] 37/25 does [9] 6/15 6/16 7/9 7/16 21/11 31/10 31/10 34/3 34/3 doesn't [6] 14/3 15/1 15/3 15/5 15/6 15/8 don't [17] 7/9 8/3 8/21 14/11 15/21 17/6 17/8 19/4 19/5 19/6	24/5 29/22 29/23 32/16 33/21 33/23 36/9 done [4] 5/8 23/13 32/16 32/23 Door [3] 26/3 26/6 26/8 Dorsett [1] 25/20 down [8] 6/7 8/2 8/3 11/7 11/15 11/18 14/24 24/10 downcast [1] 6/25 drafted [1] 33/1 dress [2] 3/23 4/11 drive [2] 1/22 23/3	examples [1] 7/20 excited [1] 26/4 exempt [1] 6/19 exhibits [2] 37/23 37/24 existing [19] 4/5 6/22 7/2 7/5 7/6 7/12 7/25 8/14 8/16 9/12 9/19 9/25 10/3 10/6 14/2 32/1 33/6 33/8 33/22 experience [1] 25/14 extension [2] 3/25 23/2 extent [1] 33/9 exterior [9] 3/21 4/10 4/10 6/10 7/12 7/18 7/24 11/12 34/4
compliance [1] 7/25 compliant [1] 10/7 complimentary [1] 34/18 comply [1] 9/19 Comprehensive [1] 38/4 computer [2] 15/10 37/11 concern [1] 6/20 concerned [2] 15/18 33/24 concerns [2] 7/16 34/13 concluded [1] 38/6 condition [17] 7/10 8/14 13/7 15/21 15/22 16/1 16/6 16/15 18/20 19/9 19/16 20/2 21/12 24/22 29/17 31/13 33/14 conditional [6] 3/2 3/3 5/18 5/19 5/23 29/2 conditions [5] 4/18 9/21 30/1 33/13 33/20 conformance [1] 20/17 confused [1] 14/6 consensus [1] 12/11 constructed [1] 37/9 construction [1] 36/25 continue [4] 18/13 27/2 27/6 27/7 continued [1] 27/19 continuing [1] 18/12 continuing this [1] 18/12 coordinate [1] 34/4 Corning [1] 36/25 cornings [1] 36/25 correct [3] 16/12 22/21 25/5 could [9] 3/6 3/10 4/25 10/23 15/15 26/17 27/5 29/5 32/11 Council [2] 16/25 36/14	D dark [12] 7/14 7/16 7/22 11/7 11/11 11/12 12/2 13/22 14/18 26/14 30/4 34/14 darker [3] 12/3 13/18 13/20 date [1] 33/17 day [1] 22/20 deal [2] 11/25 24/15 Deborah [3] 1/22 39/4 39/14 decade [1] 21/22 DECEMBER [3] 1/6 27/20 27/22 December 5 [1] 27/20 decided [1] 25/18 deciding [1] 26/11 decision [3] 10/14 17/8 17/9 deck [1] 8/21 decorative [1] 8/6 definitely [1] 26/11 design [2] 7/17 18/4 designed [1]	26/11 determine [2] 17/15 17/16 determining [1] 17/19 Development [1] 1/17 Diamond [3] 34/25 35/1 35/3 did [5] 6/7 22/6 31/13 31/22 34/13 didn't [5] 15/23 16/4 25/5 32/17 36/3 different [11] 11/9 11/15 15/7 15/13 15/13 15/14 34/25 35/15 35/16 37/8 37/8 difficult [1] 10/18 direction [2] 11/14 16/5 Director [1] 1/17 discretion [2] 18/4 18/5 discuss [3] 4/17 10/21 20/6 discussed [1] 4/17 discussion [3] 5/6 16/4 27/2 discussions [2] 18/24 19/6 distance [1] 11/16 District [2] 6/12 6/18 do [28] 3/21 4/4 4/7 7/18 8/5 9/16 9/24 11/14 11/15 12/19 12/23 13/16 14/5 17/23 17/24 23/2 24/13 24/21 24/22 25/1 25/14 25/18 30/16 31/20 32/17 37/10 37/21 39/7 document [1] 23/14 Documentation [1] 37/25 does [9] 6/15 6/16 7/9 7/16 21/11 31/10 31/10 34/3 34/3 doesn't [6] 14/3 15/1 15/3 15/5 15/6 15/8 don't [17] 7/9 8/3 8/21 14/11 15/21 17/6 17/8 19/4 19/5 19/6	E each [1] 9/5 earlier [1] 25/7 easier [1] 17/18 eight [2] 11/11 22/18 either [5] 5/1 14/3 29/19 31/12 31/12 either/or [2] 5/1 29/19 El [1] 25/16 elevation [2] 8/4 15/2 elevations [2] 7/11 20/17 else [3] 10/15 23/11 24/13 enclosed [3] 8/5 24/15 24/16 enclosure [3] 7/2 24/8 24/14 enlargement [2] 6/11 6/18 enough [2] 5/25 6/2 entire [1] 11/5 environment [1] 9/10 equipment [2] 8/9 8/10 even [1] 18/2 evening [2] 25/10 29/6 every [1] 22/20 Everybody [1] 25/10 everyone [3] 2/4 26/3 29/5 Everyone's [1] 36/7 everything [1] 24/13 exactly [2] 24/5 37/6	F facade [2] 9/11 11/5 face [2] 3/21 7/8 faced [1] 10/4 fact [1] 25/5 fairly [1] 3/17 far [2] 11/14 20/10 favor [1] 27/11 features [1] 6/22 FeeFee [1] 11/10 feet [2] 6/11 20/9 felt [2] 19/1 34/16 Fernridge [1] 11/10 fifty [1] 11/15 file [1] 38/4 Filled [1] 22/9 final [1] 35/18 find [1] 20/11 fine [2] 16/15 36/23 fire [1] 24/1 first [2] 22/15 36/21 fit [2] 14/3 34/22 flack [1] 36/14 flexible [2] 11/22 11/24 Floroz [4] 3/14 25/11 26/1 26/2 flush [1] 20/13 focused [1] 31/24 fold [1] 33/20 follow [2] 35/7 36/17 follow-up [1]

F	27/16 32/19 35/24 37/16 37/18	22/1 23/16 27/14 28/10 28/12 28/14 28/16	increase [1] 3/20	L
follow-up... [1] 35/7	Google [2] 10/20	here's [1] 7/2	increasing [1] 6/20	LaBonte [1] 1/13
following [1] 37/24	10/24	hereby [1] 39/7	indoor [7] 5/23	Ladue [1] 36/22
Foot [2] 3/4	got [2] 14/7	Hi [1] 28/24	6/1 6/3 6/5 6/7	land [1] 24/11
29/3	18/25	hidden [1] 4/2	9/13 9/18	landscaping [10] 4/8 8/11 8/13
footage [3] 6/5	Grade [1] 36/22	high [1] 14/13	infill [1] 24/9	8/20 8/22 8/24
6/5 9/14	gray [4] 11/12	him [1] 18/8	information [2] 6/21 29/15	9/4 9/7 9/9
former [1] 5/19	11/12 30/11	hold [2] 9/20	intent [1] 15/22	33/15
forward [4] 3/6	30/19	hope [1] 25/24	interior [1] 3/21	language [1] 20/20
25/1 27/14 29/5	Great [2] 25/23	hopefully [1] 27/15	into [4] 3/18	larger [1] 7/21
found [1] 4/11	31/3	Houlihan's [3] 3/19 5/19 11/18	9/15 12/14 33/20	Larry [2] 1/14
four [1] 11/16	green [1] 36/13	hours [4] 22/15	is [92]	17/14
free [3] 4/10	ground [1] 8/9	22/16 22/17 23/7	is a [1] 12/16	last [5] 11/11
4/12 7/14	guess [2] 14/6	House [3] 3/4	ish [1] 11/21	23/15 30/4 35/15
freestanding [1] 24/9	16/22	5/20 29/3	islands [1] 9/5	35/18
front [3] 4/1	guidelines [3] 7/17 17/24 18/1	how [6] 11/14	isn't [1] 35/8	later [1] 39/9
9/9 9/11	guys [1] 31/8	11/14 11/22 18/3	issue [5] 4/15	leak [1] 32/18
further [2] 5/6	H	19/6 35/22	12/10 16/16 20/5	learned [1] 37/14
13/20	had [9] 4/14 6/3	huh [9] 12/7	30/3	least [1] 30/24
future [1] 21/25	10/11 18/24 19/5	17/4 18/16 19/3	issues [1] 15/16	leave [4] 3/16
G	23/6 29/17 32/10	31/25 34/10	it [87]	12/12 12/12 19/8
Gallardo [1] 25/17	32/15	34/11 34/12	it'll [1] 19/17	left [2] 29/16
Garden [1] 25/18	Hall [5] 1/13	34/15	it's [54]	34/24
Gatesbury [1] 1/22	2/6 28/4 28/23	I	item [3] 3/1	less [4] 4/20
general [3] 6/12	28/24	I'd [1] 32/23	4/15 4/17	4/21 4/21 11/20
6/18 33/16	happier [1] 12/9	I'll [2] 4/13	J	let [4] 4/13
get [15] 4/24	happy [1] 12/20	31/9	Jaggi [3] 1/17	10/10 10/25
5/17 12/14 15/10	hard [1] 15/10	I'm [15] 3/3	2/20 28/17	35/19
15/20 15/23	harder [1] 5/17	3/13 8/2 10/14	Jason [1] 1/17	let's [1] 25/4
19/11 19/12 21/8	has [10] 3/22	10/15 10/19 14/6	Julie [1] 1/13	level [1] 24/10
21/10 26/20 30/9	4/7 6/13 7/23	16/20 19/22 23/5	just [45]	life [1] 3/18
31/17 32/23	8/12 8/20 9/17	25/12 29/12	K	light [1] 11/19
36/13	21/17 24/2 24/17	29/22 30/22	Kansas [1] 39/6	lighter [2] 16/10 18/7
getting [1] 5/1	have [61]	37/19	keep [1] 32/14	lighting [4] 6/23 10/6 10/7
give [3] 4/11	have it [1] 33/3	I've [1] 25/15	kind [11] 11/19	33/14
18/19 30/24	he [5] 11/25	idea [1] 30/9	12/23 13/9 14/1	like [29] 4/8
gives [1] 19/11	19/12 25/7 32/10	if [43]	16/22 17/17	4/22 5/25 9/1
glare [1] 8/19	32/16	IL [3] 1/22	17/17 26/15 33/5	11/14 14/2 15/5
go [16] 4/13	he's [4] 3/14	39/13 39/14	33/11 37/14	15/23 16/18
11/3 11/14 11/15	4/23 5/1 13/2	IL-CSR [3] 1/22	King [1] 20/7	16/18 18/6 20/16
11/18 13/19 17/7	headlight [1] 8/19	39/13 39/14	kitchen [1] 23/23	21/5 23/5 23/9
18/7 18/11 19/14	health [2] 24/2	Illinois [1] 39/6	know [26] 10/10	23/10 24/1 24/6
25/4 30/14 30/15	24/14	images [1] 10/20	10/15 11/13	24/17 30/7 30/25
31/10 32/11	hearing [11] 1/9	immediately [2] 13/17 18/25	12/24 13/4 13/7	31/13 32/23
36/18	3/2 3/3 27/6	improve [1] 4/9	15/21 17/9 17/25	33/23 35/5 35/11
going [30] 3/16	27/8 27/19 29/2	improvement [2] 4/3 33/10	18/3 19/5 19/6	36/3 36/23 36/24
4/9 6/7 10/4	37/25 38/6 39/8	improves [1] 3/25	20/7 24/5 24/15	likes [2] 15/10
13/25 14/1 18/4	39/10	in [66]	26/12 26/13	21/24
19/5 20/10 20/22	height [1] 24/10	inaudible [8] 23/1 25/20 26/15	26/18 26/18	liking [1] 13/8
20/25 21/1 21/24	Hello [2] 5/10	36/7 37/11 37/12	26/19 33/6 33/15	limited [1] 5/15
23/3 23/12 23/19	28/25	37/19 37/22	34/13 36/21	little [18] 3/19
23/24 24/1 24/6	help [2] 21/17	Inc [1] 1/21	36/24 37/1	3/21 3/23 4/3
26/20 29/6 32/11	33/12	include [2] 6/15	Kote's [2] 35/1	4/14 5/6 5/15
32/25 33/3 33/3	helpful [1] 10/24	20/2	35/3	5/17 11/20 12/2
33/4 33/16 34/2	her [2] 21/24	includes [2] 6/10 20/18	KS [3] 1/22	12/17 13/20 14/5
37/1 37/6	22/1		39/13 39/14	16/10 18/7 30/12
good [12] 7/3	here [20] 2/4		KS-CCR [3] 1/22	34/21 37/14
16/23 19/19	2/13 3/15 5/7		39/13 39/14	located [2] 3/5
20/10 25/10	5/22 6/21 7/11			29/3
25/22 25/24	8/2 8/7 8/11			location [1] 5/22
	9/12 10/25 18/9			

L	8/8 11/9 11/15 24/16 34/4 37/10 matter [2] 27/8 38/2 may [2] 18/19 29/10 maybe [5] 4/22 10/24 12/13 16/18 18/7 McLaughlin [4] 1/21 1/22 39/4 39/14 me [7] 10/10 10/25 16/20 21/22 22/7 26/11 36/12 mean [4] 11/13 26/17 32/12 33/21 Meaning [1] 23/3 meat [1] 23/19 medium [3] 11/12 30/11 30/19 meet [8] 6/6 8/17 9/6 9/24 15/20 23/25 24/14 31/16 meeting [4] 1/1 2/2 27/20 28/2 meets [1] 7/6 Megan [1] 1/18 mention [1] 7/18 mentioned [3] 5/25 8/12 20/2 met [1] 21/22 Mexican [7] 3/4 5/20 23/18 25/12 25/19 25/22 29/3 might [2] 10/19 30/12 mind [2] 24/21 25/1 miss [1] 31/22 missing [1] 28/4 MISSOURI [4] 1/2 29/14 39/1 39/5 mistake [1] 12/19 mix [1] 25/22 mixed [1] 25/14 MO [4] 1/22 1/23 39/13 39/14 MO-CCR [3] 1/22 39/13 39/14 MONDAY [2] 1/4 1/6 money [2] 4/21 4/21 Moore [5] 1/17 2/22 5/10 28/19 31/7 more [11] 3/24 4/1 9/10 16/12 22/12 30/8 32/12 33/7 33/8 33/17 34/21 morning [1]	22/18 most [2] 8/23 26/13 motion [3] 22/11 26/25 37/21 move [4] 16/5 19/7 27/2 29/1 Mr [10] 1/14 1/14 1/15 1/16 1/17 2/8 2/12 20/1 28/5 28/9 Mr. [8] 2/16 2/18 2/20 3/14 28/13 28/15 28/17 36/10 Mr. Buelter [2] 2/16 28/13 Mr. Floroz [1] 3/14 Mr. Jaggi [2] 2/20 28/17 Mr. Lumley [2] 2/18 28/15 Mr. MacGregor [1] 36/10 Ms [8] 1/13 1/13 1/15 1/16 1/17 1/18 2/22 28/23 Ms. [10] 2/6 2/10 2/14 2/24 28/4 28/7 28/11 28/19 28/21 28/24 Ms. Hall [3] 2/6 28/4 28/24 Ms. Moore [1] 28/19 Ms. O'Brien [2] 2/14 28/11 Ms. Richter [2] 2/10 28/7 Ms. Waller [2] 2/24 28/21 much [11] 4/5 4/12 4/13 4/15 23/10 23/24 24/16 24/17 26/19 27/16 33/17 Muriel [1] 1/13 music [2] 22/24 23/7 muted [1] 34/21 my [11] 3/12 5/11 5/15 5/17 8/3 8/21 12/19 21/22 25/11 26/1 29/13 myself [1] 30/7	18/4 need [6] 4/7 6/14 10/13 22/11 32/9 37/23 needed [2] 8/13 21/17 needs [4] 4/16 24/16 33/19 33/23 negotiate [2] 16/22 17/17 neighbor [1] 31/17 neighboring [1] 4/23 neighbors [2] 23/9 23/10 neutral [1] 16/13 new [11] 1/3 5/18 8/21 8/24 9/4 9/8 29/15 33/4 33/5 33/14 35/19 next [5] 3/1 22/1 26/3 26/6 26/8 Nice [1] 31/8 no [14] 1/10 4/15 4/17 4/25 6/8 7/6 12/16 13/1 15/16 23/7 23/8 23/12 29/15 31/13 noise [1] 23/5 noncompliant [3] 6/22 6/25 10/6 nonconforming [1] 10/3 nonconformities [1] 6/16 normal [2] 30/19 33/22 normally [1] 12/23 north [5] 1/3 3/5 5/21 8/23 29/4 not [38] 3/22 4/10 4/15 4/18 5/25 6/19 6/20 6/25 7/3 8/5 8/12 9/1 9/1 9/16 10/2 10/14 10/15 10/19 10/21 11/9 11/13 11/24 11/25 13/25 15/1 15/19 19/13 20/10 21/11 23/1 23/3 25/7 26/17 32/2 32/2 33/6 34/16 34/20 noted [1] 16/3 notice [1] 38/1 NOVEMBER [2] 1/4 1/24	now [7] 11/18 19/23 25/19 26/9 28/23 33/19 37/5 number [1] 19/1 O O'Brien [3] 1/15 2/14 28/11 o'clock [1] 2/3 observation [1] 12/6 occupancy [1] 4/19 off [3] 19/24 23/21 29/16 Offer [1] 37/24 offering [1] 23/18 oh [8] 11/10 22/8 22/10 22/12 35/3 35/4 36/6 37/23 old [5] 3/18 32/6 32/6 32/6 32/7 Olive [4] 11/7 11/16 23/3 25/18 on [50] on-site [2] 9/19 9/25 once [1] 23/13 one [14] 9/20 11/3 12/3 15/10 15/17 17/13 17/20 22/6 22/15 25/18 25/21 30/4 31/21 35/18 online [1] 34/23 only [7] 4/14 5/5 6/2 12/22 19/8 20/5 20/5 oOo [2] 27/21 38/7 open [4] 24/13 24/17 25/12 27/3 operation [3] 22/15 22/16 22/17 opposed [1] 27/13 opt [1] 12/18 opted [1] 30/10 option [3] 4/23 8/6 29/24 or [15] 5/1 6/25 7/20 7/20 11/13 11/16 12/14 12/24 17/13 19/7 19/9 19/12 29/19 29/22 34/6 orange [1] 26/18 order [7] 2/3 6/6 9/5 9/18 21/3 28/3 31/16 ordinance [2] 17/21 19/23 Ordinances [1]
----------	---	--	--	---

O	percentage [1] 6/17	2/23 2/25 28/6 28/8 28/18 28/20 28/22 28/23	Q	reflect [1] 31/14
Ordinances... [1] 38/3	perfect [3] 22/10 35/13 35/17	presentation [4] 3/16 4/14 5/8 27/4	question [13] 5/16 10/11 12/5 12/21 13/13 20/14 22/24 23/15 29/17 31/21 32/21 35/18 36/9	reflected [1] 24/12
originally [1] 26/15	perfectly [1] 36/23	presentations [1] 38/3	questions [6] 5/7 10/9 22/13 31/20 36/8 37/20	reflecting [1] 38/1
other [8] 18/20 19/8 23/8 29/15 30/1 32/19 36/8 37/20	permission [1] 32/18	presented [2] 17/3 20/23	quickly [1] 19/6	reflects [3] 20/18 20/20 20/21
our [9] 3/1 7/17 14/4 15/4 17/24 18/2 24/8 25/18 29/1	permit [5] 3/2 3/4 5/19 5/23 29/2	pretty [5] 4/13 23/23 31/9 32/19 34/22	quite [4] 6/16 11/10 26/6 26/8	refresh [1] 33/8
out [10] 9/22 11/19 12/18 15/12 20/13 22/9 23/19 23/24 32/14 33/17	person [1] 31/8	primary [2] 30/5 30/15	R	regarding [1] 38/4
outdated [1] 33/11	personally [2] 12/8 36/12	print [2] 15/12 37/7	rain [1] 32/16	Registered [1] 39/4
outdoor [5] 5/24 6/8 10/1 10/1 24/2	picks [2] 12/2 30/8	printer [1] 15/13	rather [4] 4/1 12/11 12/11 17/6	regular [1] 23/7
over [3] 6/17 21/22 33/10	pieces [2] 32/8 32/20	process [1] 19/22	re [8] 3/21 3/21 7/8 7/8 7/13 10/4 10/4 27/5	reinventing [1] 4/5
overall [2] 9/3 13/21	pink [2] 26/14 36/25	Professional [1] 39/5	re-do [1] 3/21	relate [1] 7/22
Owens [1] 36/25	place [2] 21/21 29/22	profitable [1] 4/20	re-face [2] 3/21 7/8	related [2] 27/2 27/8
own [1] 25/18	places [1] 26/13	project [6] 3/17 6/10 26/20 29/13 29/15 37/15	re-faced [1] 10/4	remain [1] 33/6
owner [7] 3/14 3/18 4/18 4/22 11/17 25/12 32/10	plan [3] 8/11 8/22 38/4	Projects [1] 36/17	re-state [1] 27/5	remake [1] 33/7
owner's [1] 19/11	Planner [3] 1/17 5/10 31/7	properties [1] 4/23	re-use [1] 7/8	remodel [1] 6/10
P	PLANNING [3] 1/1 7/23 39/8	property [5] 3/14 8/19 18/25 21/17 25/12	re-used [2] 7/13 10/4	removed [2] 8/15 9/10
p.m [6] 1/7 22/19 22/22 23/8 27/19 38/6	play [2] 16/24 21/25	proposal [3] 4/11 12/25 33/9	read [1] 30/1	renovation [1] 32/13
packet [1] 15/4	please [6] 3/7 3/10 10/10 27/5 29/5 29/10	propose [2] 30/6 30/14	real [4] 15/9 34/14 34/20 35/23	repainted [2] 7/10 10/4
parking [30] 4/2 4/24 5/1 5/2 5/4 6/1 6/2 6/4 6/7 6/8 9/5 9/7 9/12 9/13 9/15 9/17 9/19 9/25 10/2 18/21 19/9 19/12 19/24 23/20 29/17 29/22 31/14 31/15 31/16 31/17	point [2] 15/16 25/18	proposed [17] 5/20 6/23 7/7 8/4 8/8 8/11 8/16 9/5 9/13 13/6 22/16 23/16 30/4 30/5 33/15 34/4 35/14	really [6] 7/21 13/22 17/7 23/1 26/17 32/22	repair [3] 7/4 32/11 32/13
part [10] 16/24 17/21 18/7 19/17 21/25 23/17 23/18 32/13 36/16 36/20	pointed [1] 9/22	proposing [3] 7/13 9/8 13/11	reason [2] 12/3 18/2	repaired [2] 10/5 33/20
particular [1] 21/16	pointer [2] 8/3 8/21	provided [1] 38/2	recap [1] 15/15	repairs [2] 6/14 33/21
patio [10] 3/20 3/25 6/11 6/18 8/4 8/4 8/25 22/24 22/25 24/8	points [1] 27/4	providing [1] 8/18	received [1] 20/18	replace [1] 9/9
people [1] 4/20	pole [3] 7/5 7/10 10/3	public [14] 1/9 3/2 3/3 9/1 27/6 27/7 27/19 29/1 37/25 38/1 38/4 38/6 39/8 39/10	recommend [1] 16/19	replaced [5] 6/24 7/3 7/7 10/7 32/9
percent [1] 19/23	pond [1] 11/5	pull [1] 10/20	recommending [1] 6/24	report [1] 16/3
	portion [1] 8/23	pure [1] 30/10	reconciliation [2] 12/10 15/20	reported [1] 39/7
	pose [1] 13/14	push [1] 12/9	recommended [2] 7/23 9/17	reporter [6] 3/9 29/8 39/5 39/5 39/6 39/7
	possession [1] 38/1	put [2] 23/24 34/5	recommending [1] 6/24	Reporting [1] 1/21
	possible [3] 4/5 4/12 24/17	putting [1] 32/2	reconcile [1] 27/3	reports [1] 38/2
	possibly [1] 4/24	putting anything [1] 32/2	record [1] 37/25	request [2] 10/18 37/5
	post [1] 24/9		Recording [1] 1/18	requested [1] 6/1
	Potashnick [3] 1/14 2/8 28/5		red [8] 13/22 13/24 14/7 17/7 31/22 32/1 34/19 34/21	required [6] 7/1 8/17 9/15 9/16 19/23 31/16
	PowerPoint [1] 38/3		redone [1] 11/11	requirements [4] 6/6 6/9 9/6 9/24
	precast [1] 33/5		reduce [1] 4/18	resolve [2] 12/9 16/16
	preexisting [1] 6/15		reduced [2] 6/6 39/9	responded [1] 27/12
	prefer [2] 4/18 31/10		reducing [1] 5/4	restaurant [7] 3/5 5/20 25/13 25/14 25/19 25/21 29/3
	present [15] 2/7 2/9 2/11 2/15 2/17 2/19 2/21			restaurants [2] 23/8 25/15

R	seating [4] 4/19 5/4 9/18 10/1	24/11 29/16 33/4 34/14 34/19 35/12	29/7	7/9
retention [1] 11/5	seats [9] 5/23 5/24 6/2 6/5 6/8 6/8 9/14 19/14 31/16	sign [5] 7/5 7/6 7/8 7/10 10/3	speaking [4] 3/6 18/21 29/6 30/8	structures [1] 17/25
reused [1] 6/23	second [4] 9/20 22/24 27/10 29/1	signed [1] 19/21	special [1] 21/21	stuff [2] 23/9 25/24
revert [1] 5/3	Secretary [1] 1/18	simple [1] 3/17	specific [1] 16/6	subject [2] 16/25 17/22
review [2] 7/24 31/18	see [15] 5/12 7/3 7/25 23/4 23/16 31/8 33/10 33/16 35/4 35/19 35/21 35/23 36/24 36/25 37/6	since [1] 25/15	spruce [1] 32/12 spruce [1] 9/6 square [7] 3/4 6/4 6/5 6/11 9/14 24/9 29/3	submitted [1] 7/12
reviewed [1] 19/21	seeing [2] 27/14 30/21	site [17] 3/23 6/1 6/15 6/16 6/17 6/19 6/22 8/12 8/16 8/18 9/3 9/17 9/19 9/25 19/24 33/14 33/17	St [2] 1/23 39/2 St. [1] 29/14 St. Louis [1] 29/14	substantial [1] 20/17
revise [1] 21/1	seemed [1] 13/21	sits [1] 32/22	staff [24] 3/22 4/7 6/23 7/9 7/16 7/23 9/17 12/9 12/11 13/8 13/16 15/19 15/23 17/11 19/15 20/14 21/7 21/7 27/3 29/18 30/8 31/9 32/21 38/2	suggest [1] 6/7 suggested [1] 6/3
revision [1] 34/18	seems [1] 18/6	situated [1] 23/20	SS [1] 39/1	Suite [1] 29/14
Rhonda [1] 1/15	select [1] 17/5	six [2] 2/3 11/11	St [2] 1/23 39/2	Sunday [1] 22/21
Richter [3] 1/16 2/10 28/7	selected [1] 12/4	six o'clock [1] 2/3	St. [1] 29/14	Supervisor [1] 1/18
ridges [1] 32/8	selection [1] 12/15	smoke [1] 11/8	St. Louis [1] 29/14	Supervisor/Record ing [1] 1/18
right [19] 10/9 11/9 11/16 13/19 17/1 17/10 18/23 20/22 21/2 21/9 21/13 21/14 25/8 25/19 25/21 26/9 32/15 34/24 35/6	separation [1] 24/1	smoked [1] 23/19	staff [24] 3/22 4/7 6/23 7/9 7/16 7/23 9/17 12/9 12/11 13/8 13/16 15/19 15/23 17/11 19/15 20/14 21/7 21/7 27/3 29/18 30/8 31/9 32/21 38/2	supportive [1] 32/24
road [8] 1/3 3/5 5/21 8/25 9/1 9/2 29/4 29/14	serviceable [2] 32/5 32/18	smoker [3] 23/16 23/16 24/14	staff's [1] 15/20	supposed [1] 7/18
roll [2] 2/5 28/3	Services [1] 1/21	smoky [2] 30/18 34/24	stain [1] 13/22	sure [5] 9/22 10/15 10/19 32/24 35/20
roof [13] 7/12 13/23 13/24 14/7 32/1 32/3 32/5 32/6 32/7 33/6 33/19 34/3 34/20	set [1] 26/17	so [92]	stairs [1] 36/2	surrounding [6] 7/19 8/1 10/21 13/18 16/13 31/11
rooftop [1] 8/9	seven [2] 20/11 20/12	some [24] 3/22 4/6 4/7 6/15 6/21 6/22 8/13 8/14 9/21 10/20 10/24 12/11 13/17 17/2 18/3 18/5 18/24 21/17 21/17 21/19 25/14 26/13 30/24 37/2	stand [1] 31/15	swear [1] 25/5
route [1] 18/11	several [2] 6/13 8/12	somebody [1] 26/11	standards [1] 32/25	sworn [6] 3/7 3/8 25/7 26/2 29/6 29/7
RPR [3] 1/22 39/13 39/14	shabby [1] 32/22	something [5] 4/16 11/17 30/9 31/22 31/23	standpoint [1] 4/20	T
run [1] 37/2	shade [3] 16/10 31/10 35/15	sometimes [1] 36/24	stands [1] 11/19	table [1] 7/15
S	shades [2] 35/16 37/8	somewhat [1] 15/21	start [2] 2/5 28/3	take [2] 4/25 19/5
said [4] 10/13 11/14 31/14 34/20	shall [2] 10/6 20/16	somewhere [1] 30/10	state [6] 3/10 23/13 27/5 29/10 30/17 38/8	taken [2] 4/14 9/14
same [5] 24/15 24/15 34/2 35/14 36/22	shape [2] 32/19 32/23	sooner [1] 26/20	statement [1] 16/18	talk [1] 12/13
sample [1] 30/13	share [1] 5/11	sore [1] 11/20	stating [1] 25/1	talking [1] 4/23
samples [3] 30/16 30/24 37/5	she [5] 21/24 21/24 22/2 22/3 23/14	sorry [2] 3/3 8/3	stay [1] 34/2	tan [1] 36/13
saw [3] 30/11 34/6 36/5	shielded [1] 6/25	sounds [2] 21/5 37/18	staying [1] 32/3	Team [1] 30/22
say [5] 12/22 12/24 17/6 22/2 23/12	short [3] 19/2 21/3 21/3	south [3] 11/3 18/25 29/13	stenographically [1] 39/8	tell [2] 16/20 37/7
saying [1] 34/6	Shorthand [1] 39/6	space [1] 23/24	step [1] 36/1	telling [1] 17/20
says [4] 20/9 20/16 34/23 34/25	should [4] 10/4 20/9 33/20 34/22	spaces [3] 9/13 9/16 20/11	stepping [1] 25/1	tendered [1] 20/19
screen [3] 5/11 8/18 24/12	shouldn't [1] 17/15	speak [2] 17/24 18/1	Stewart [3] 3/12 29/12 31/13	terms [1] 7/21
screened [1] 8/10	show [4] 10/24 13/17 15/1 18/9	speaker [1] 22/6	still [1] 36/13	than [12] 4/1 12/11 12/12 13/18 16/11 17/6 23/8 29/16 32/13 32/19 33/17 37/9
screening [1] 24/23	shrubs [1] 8/18	speakers [2] 3/8	stone [14] 7/15 12/3 14/10 14/12 14/12 14/14 14/24 30/9 30/12 30/13 31/11 33/5 34/19 36/6	thank [17] 2/4 5/9 24/25 25/3 26/5 26/24 27/9 27/16 27/16 27/17 27/18 29/9 31/3 31/5 36/10 36/14 37/16
seat [2] 9/23 24/10	side [1] 4/2		stop [1] 32/18	that [158]
	sidewalk [1] 4/8		straight [1] 30/11	that's [39] 4/2
	siding [12] 7/14 10/12 12/2 14/8 14/14 24/10		street [3] 8/17 10/24 20/8	
			structurally [1]	

T	thing [4] 4/14 12/22 32/25 34/1	8/16 8/17 9/4 9/8 9/9	using [1] 8/16	26/18 26/19 28/4 29/24 32/11 32/24 33/3
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**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE
PERMIT FOR A 11,200 SQUARE-FOOT SPORTS AND RECREATION
INSTRUCTION ESTABLISHMENT, FOR FOSS SWIM SCHOOL, LOCATED AT
12760 OLIVE BOULEVARD, WITHIN THE BELLERIVE PLAZA COMPLEX**

WHEREAS, under Section 405.360(C), sports and recreation instruction businesses in the “GC”, General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Graham Robb, of Foss Swim School, LLC, submitted an application for a conditional use permit for an existing 11,200 square foot sports and recreation instruction facility, Foss Swim School, at 12760 Olive Boulevard, within the Bellerive Plaza complex; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 5, 2022, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 5, 2022; and

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

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

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

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a sports and recreation instruction facility located at 12760 Olive Boulevard, in the "GC" General Commercial zoning district, within the Bellerive Plaza complex, whose legal description is as follows:

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO" IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN. CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST LOUIS COUNTY RECORDS.

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

1. The Conditional Use Permit shall be for the operation of an approximately 11,200 square foot Sports and Recreation establishment, NAICS 611620, at 12760 Olive Boulevard, within Bellerive Plaza.
2. Hours of operation shall be 9:00 AM to 8:00 PM Monday, Tuesday and Thursday, 3:30 PM to 8:00 PM Wednesday and Friday, and 8:00 AM to 5:00 PM Saturday and Sunday. Additional business hours may be permitted with the Zoning Administrator's approval.
3. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
4. A building permit in substantial conformance with the submitted plans for the exterior remodel as part of Application #22-035 shall be submitted for review.
5. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
6. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
7. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
8. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. 6047

ORDINANCE NO. _____

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

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

ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

APPLICATION TO PLANNING AND ZONING COMMISSION #22-035: CONDITIONAL USE PERMIT FOR A 11,200 SQUARE FOOT FOSS SWIM SCHOOL WITH ASSOCIATED MINOR SITE PLAN LOCATED WITHIN BELLERIVE PLAZA AT 12760 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, December 5, 2022

LOCATION: 12760 Olive Boulevard, zoned GC-General Commercial District

REQUEST: Graham Robb, of Foss Swim School, LLC, has submitted an application for a Conditional Use Permit with associated minor site development plan for a new 11,200 square foot swimming school facility located in an existing tenant space within Bellerive Plaza at 12760 Olive Boulevard in the "GC" General Commercial zoning district. The project would include the construction of the new 68,000 gallon purpose built swimming pool and exterior tenant space remodel.

ADDITIONAL INFORMATION:

Under Section 405.250, Table A of the Zoning Code, Sports and Recreation Instruction (NAICS 611620) requires the issuance of a conditional use permit in the "GC" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

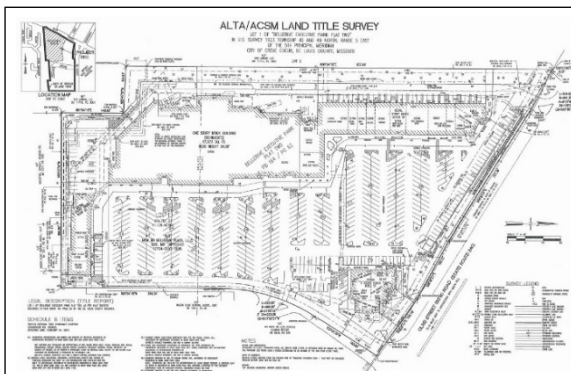
Creve Coeur 2030 Plan References

- Mixed Use District
- Design Guidelines

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Uses
- Section 1080: Site Concept, Site Development and Minor Site Plan Approval

APPLICANT: Graham Robb
Foss Swim School, LLC
6545 Flying Cloud Drive, Suite 201
Eden Prairie, MN 55344



REPORT PREPARED BY: Bethany L. Moore, City Planner
DATE: 11/30/2022
ATTACHMENTS: Applicant's Materials received November 4, 2022
Draft Ordinance

The applicant is proposing to build a Foss Swim School in a new tenant space that was previously used as part of the Schnucks grocery store within Bellerive Plaza. The Schnucks has been downsized and the additional space has been converted to additional commercial tenant space. Foss Swim School will install a new 68,000-gallon swimming pool with individual changing stalls and bathrooms, private showers, climate-controlled viewing area and gift shop. Foss will offer private, learn-to-swim programs for 6 months old and beyond. The lessons are primary taught once a week in a group of 3-6 children for 30 minutes. They will also offer 2 and 4 week camps providing longer lessons and swimming program events such as fun meets, family fun swims and skill clinics. Proposed hours of operation will be from 9:00 AM to 8:00 PM Monday, Tuesday and Thursday, 3:30 PM to 8:00 PM Wednesday and Friday, and 8:00 AM to 5:00 PM Saturday and Sunday. Foss plans to employ approximately 30 employees with 14 employees on site at busiest shift.

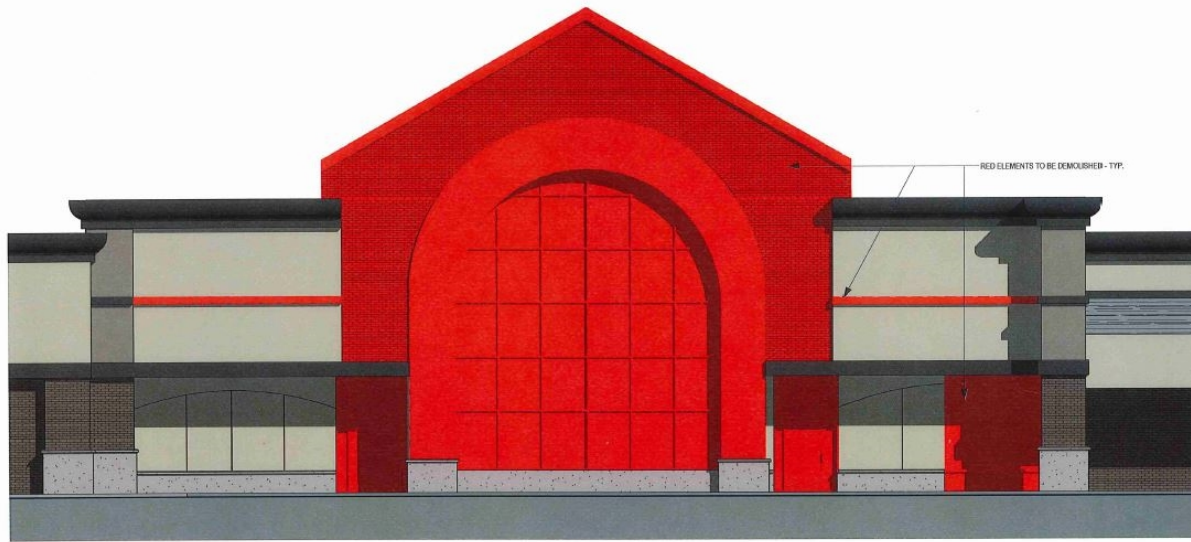




Figure 2: Proposed Elevation of New Tenant Space



Figure 4: Existing Elevation of Former Schnucks Space



1 PRIMARY FACADE ELEVATION - DEMOLITION
A-1 1/8" = 1'-0"

Figure 4: Proposed Demolition of Existing Store Front



Figure 5: Proposed Floor Plan

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	Unincorporated St. Louis County	Olive Boulevard
South	Commercial	PO-Planned Office District	N/A
East	Commercial	GC-General Commercial District	Bellerive Plaza
West	Multi-Family Residential	AR-Attached Single-Family Residential	Mariners Point Drive

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and the long-term Economic Growth & Community Services goal of providing community services, amenities, and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the West Olive Corridor Mixed-use District (MU) Place type that has a vision to create a visually distinctive and regionally recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The applicant is a new tenant space in an existing space that was downsized within a retail building in Bellerive Plaza. No new buildings are proposed. Therefore, the use within the Plaza is consistent with the Comprehensive Plan as much as this proposal can be.

Design Guidelines Review

The Design Guidelines encourage primary building entrances to be clearly defined and provide a sense of entry. It should be oriented to the street and provide protection from the elements, such as recesses, roof overhangs, projecting canopies or other similar features (p.8). A variety in building size and massing is encouraged if architectural and spatial consistency can be maintained through the use of proportion, height, materials and design theme (p.8). Multiple buildings on the same site are to be designed to create a cohesive visual relationship between the buildings (p.9). Materials should have good architectural character, be durable, and be selected for their compatibility with adjoining buildings and properties (p.9).

The proposal is occupying a remodeled existing tenant space created when the Schnucks occupying the space downsized. The front façade of the space is proposed to be remodeled in order to reflect a new primary entrance for the new space and to remove elements that tied the space to the Schnucks use. Currently, the design elements of the space reflect the primary design elements of the remaining Schnucks space. The applicant is proposing to



remove those elements and create a new façade that integrates into the overall design scheme of the center while creating a clear sense of entry for the new Foss Swim School. The existing gable-front element will be removed and replaced with a raised parapet element that will be more in line with the overall design of the shopping complex. EIFS to match the existing EIFS on the building in a similar color scheme will be used for the new façade in conformance with the previously approved remodel for the center.

Parking

The existing shared parking lot for the Bellerive Plaza shopping center has 527 parking spaces on site available for all uses. Per Section 405.820(H)(7)(a) the proposed swim school use requires 1 parking space per 200 square feet of floor area. The new retail space is 11,238 square feet which requires 56 parking spaces for the use. All of the required parking for each use minus the 15% reduction for shopping centers means that 437 parking spaces are required for this site. When the 437 parking spots required are subtracted from the 527 parking spots on site, there are 90 parking spaces left over in surplus. The parking lot is in good condition and the on-site parking meets the Zoning Code requirements.

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12704 – Crazy Bowls and Wraps	Restaurant (Approx. 36 indoor seats and 10 outdoor seat)	2,615	1/3 estimated seats, + 1/8 outdoor seats, + 1/250 sq. ft..	25
12710 – Timothy’s Restaurant	Restaurant (72 indoor seats and 22 enclosed patio seats)	3,049	1/3 seats in C.U.P. + 1/250 sq. ft..	45
12714 – Merle Norman	General Retail	1,215	4/1000 sq. ft.	5
12716 – Blust’s Jewelry	Jewelry Store	1,290	4/1000 sq. ft.	5
12730 – EarthWise Pet Supply	Pet and Pet Supplies Stores	1,500	4/1000 sq. ft.	6
12734 – H&R Block	Tax Preparation Services	1,500	4/1000 sq. ft.	6
12740 – Firestone Tire	General Automotive Repair	4,230	1/300 sq. ft + 1/service bay	21
12756 – Schnucks	Super Markets and Other Grocery (Except Convenience) Stores	45,254	4/1000 sq. ft	181
12760-Foss Swim School	Swim School	11,238	1/200 sq. ft.	56
12766 – Dave and Tony’s	Restaurant (Approx. 64 indoor seats)	3,154	1/3 estimated seats + 1/250 sq. ft.	35
12772 – Yarncom	General Retail	2,950	4/1000 sq. ft	12
12778 – Fantastic Finds	Used Merchandise Store	4,877	4/1000 sq. ft.	20
12784 – China King	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12786 – Nail Spa	Services – Nail Salon	1,470	4/1000 sq. ft.	6
12788 – Elite Physical Therapy	Offices of Physical, Occupational and Speech Therapists and Audiologists	3,780	4/1000 sq. ft.	16
12794 –Hair Saloon for Men	Barber Shop	2,450	4/1000 sq. ft	10
12798 – That Painting Spot	General Retail	2,491	4/1000 sq. ft.	10

12802 – Miss Kelly’s Gym	Fitness and Recreational Sports Centers	3,816	1/150 sq. ft.	26
12806 – Gateway Coffee	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12808 – Jimmy John’s	Restaurant < 16 seats	1,730	4/1000 sq. ft.	7
12810 – Silky’s	Restaurant < 16 seats	1,435	4/1000 sq. ft.	6
12812 – Edward Jones	Investment Advice	960	4/1000 sq. ft.	4
Sub-total:				514
Minus 15% Reduction				77
Total # of Parking Spaces Required:				437
Total Available On-site:				527
Excess Parking:				90

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, as well as with the Zoning Regulations. After discussion with the applicant, if the Planning and Zoning Commission finds that the Application is in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

The following are the recommended conditions of approval for this proposal.

1. The Conditional Use Permit shall be for the operation of an approximately 11,200 square foot Sports and Recreation establishment, NAICS 611620, at 12760 Olive Boulevard, within Bellerive Plaza.
2. Hours of operation shall be 9:00 AM to 8:00 PM Monday, Tuesday and Thursday, 3:30 PM to 8:00 PM Wednesday and Friday, and 8:00 AM to 5:00 PM Saturday and Sunday. Additional business hours may be permitted with the Zoning Administrator’s approval.
3. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
4. A building permit in substantial conformance with the submitted plans for the exterior remodel as part of Application #22-035 shall be submitted for review.
5. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
6. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
7. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original

applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

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

ACTION AND MOTION

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

“I move to recommend approval of a Conditional Use Permit with Minor Site Development Plan for a Foss Swim School establishment within the Bellerive Plaza shopping center at 12760 Olive Boulevard, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of December 5, 2022” (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 4: SITE PHOTOGRAPHS



Description: Existing store front exterior remodel in the same colors and materials proposed for the Foss Swim School exterior remodel.



Description: The flagship store in the shopping center that downsized to create the new separate tenant space at 12760 Olive Boulevard.



Description: Existing parking lot conditions. Compliant lighting and striping in good condition.



Description: Location of the proposed Foss Swim School to be remodeled to match existing design and color scheme of surrounding shopping center.



Description: Existing shopping center.

city
of**CREVE COEUR**

PLANNING DIVISION

File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION
CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Graham Robb	Same
<i>Name</i>	<i>Name</i>
Foss Swim School, LLC	Same
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
6545 Flying Cloud Drive Suite 201	Same
<i>Address</i>	<i>Address</i>
Eden Prairie, MN 55344	Same
<i>Address</i>	<i>Address</i>
Telephone # (952) 935-8969	Telephone # (612) 227-0634
<i>Telephone #</i>	<i>Telephone #</i>
Fax # _____	Fax # _____
<i>Fax #</i>	<i>Fax #</i>
Email: grobb@fossswimschool.com	Email: same
<i>Email</i>	<i>Email</i>
 <i>Graham Robb</i> Applicant's Signature	 <i>Graham Robb</i> Applicant's Representative's Signature

<i>Property Information:</i>	<i>Owner's Acknowledgement (if different from applicant):</i>
Foss Swim School	USR-Desco Bellerive Plaza, LLC
<i>Address</i>	<i>Name</i>
12778-12782 Olive Blvd.	The Desco Group
<i>Address</i>	<i>Company (If Applicable)</i>
Creve Coeur, MO 63141	25 N. Brentwood Blvd.
<i>Development Name (if any)</i>	<i>Address</i>
Bellerive Plaza	Clayton, MO 63105
<i>Current Zoning</i>	<i>Address</i>
Prior CUP Approvals (if known)	Telephone # 314-994-4050
	<i>Telephone #</i>
	Fax # 314-994-4050
	<i>Fax #</i>
	Email: mpearl@descogroup.com
	<i>Email</i>
	DocuSigned by: <i>Melissa Setser</i> 2DABB8C8B285460... Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Foss Swim School is a private learn-to-swim program teaching individuals starting at 6 months old to swim in purpose-built swim school facilities.

Please see attached document for details

Gross Floor Area – Existing and Proposed: 11,238

Number of Seats (for restaurant only): N/A

Number of Employees at the busiest shift: 18

Hours of Operation: Please see attached document

Current or Most Recent Use of the Property: Schnucks Grocery

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

☒ Rationale	☒ Building elevations for new construction
☒ Site plan	☒ Photographs of existing structures
☒ Access and parking plan; (may be shown on site plan)	☐ Materials samples
☒ Landscape plan	☒ Legal Description in Word format
☒ Floor plan	☒ Fees: \$250 (non-refundable)
☒ Electronic copies of all materials	☐ \$2000 (refundable deposit)
	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday, December 5, 2022.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

☐ All Sections Complete
☐ All Documents, incl. e-Copies
☐ Fees Paid

Received By: _____

Date: _____

Revised: 7/22



City of Creve Coeur
Planning and Division
Attn: Jason Jaggi
300 North Ballas Road
Creve Coeur, MO 63141

Dear Mr. Jaggi,

Thank you for your time and consideration of our proposed Foss Swim School ("Foss") project in Bellerive Plaza. This location will be the 5th location in St. Louis and is an extension of our development plans in the area. We are excited to start the review process and work thru the details to make this project one of the finest swim schools in America.

In addition to the plans provided, please find below some details on the nature of the operations and parking requirements. Additionally, I have attached our real estate brochure that speaks to our history, program and real estate requirements.

1. **Building/Development:** Foss will occupy the approx. 11,200 sq. feet that was recently released by Schnucks in connection with their store remodel. The facility will include a 68,000-gallon purpose-built swimming pool, individual changing stalls and bathrooms, private showers, on-deck showers, climate-controlled viewing area and a swim shop. The purpose-built swim school will incorporate details and lessons learned over the last 29 years, providing children and their family members a warm, inviting, and safe environment to swim.
2. **Detailed Description of Business:** Foss is a private learn-to-swim program teaching individuals starting at six months old to swim in purpose-built swim school facilities. Our lessons are primarily taught once a week in a group of 3-6 children for 30 minutes. We also offer 2-week and 4-week camps where lessons happen more regularly and some of the upper-level programs provide for longer lesson times and larger ratios.

In addition to our learn-to-swim program, we offer More Swimming programs for our customers. These activities include fun meets, family fun swims and skill clinics. These programs are offered to our customers only and are run on the weekends to support further involvement in the program.

Our approach is to make swimming easier. This proven approach is backed by decades of success, effectively trained staff who make learning fun and a love of swimming and teaching kids in our hearts. It all adds up to lasting results and investment in kids and adults.

We offer everything you expect of a modern swim school: thoroughly trained teachers, warm water, private changing areas, and purpose-built pools for learning.

We also offer a unique FOSS experience you can't get anywhere else.

- A school approach. We teach in quarters, place students in classes of similar age and ability, our teachers stay with classes for the full quarter, and we work towards graduation as a strong swimmer – not just passing levels.
- The Swim Path™ curriculum. Our unique program personalizes a path to create the best experience for your student quarter by quarter as they master key skills from day one to graduation. Learn more.
- Great teachers and people. We hand-pick teachers and staff who are outgoing, love working with kids, and who are driven to help others succeed by delivering progress and fun the FOSS way.

- 3. Hours of Operations:** Here is our initial schedule subject to change based on demand for the lesson program. These hours are subject to change based on demand for our classes in Brentwood.

Shift Times:

- Morning - 9:00am-12:00pm
- Afternoon - 12:00pm-3:30pm
- Evening - 3:30pm-8:00pm

Days and Times:

- Monday, Tuesday and Thursday: 9:00am-8:00pm
- Wednesday and Friday: 3:30pm-8:00pm
- Saturday and Sunday: 8:00am-5:00pm

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Morning	Lessons	Lessons	Lessons	No Lessons	Lessons	No Lessons	Lessons
Afternoon	Lessons	Lessons	Lessons	No Lessons	Lessons	No Lessons	Lessons
Evening	No Lessons	Lessons	Lessons	Lessons	Lessons	Lessons	No Lessons

- 4. Number of Employees:** Foss will employ approx. 30 employees. This will include one full-time School Director, one full-time Office Manager and one/two full-time Shift Managers. The remaining employees will be casual employees and work 5-30 hours per week. During the busiest shifts of operation, there will be approx. 14 employees in the facility. As demand for the lesson program increases, we will add employees and expand shifts.

5. **Scheduling:** Foss lessons are typically 30 minutes and start at the top of the hour and the quarter hour. This provides flexibility for our customers to use the showers, bathrooms, changing rooms and maximizes our use of the parking field.
6. **Parking Requirements:** Here is a quick rundown of the parking requirements for our swim school:
 - a. Staff – 14 employees
 - b. Patrons –
 - i. Students in the Pool – 30 students
 - ii. Students Waiting for Next Class – 12 students
 - iii. Students from Previous Class – 12 students
 - iv. Total – 54 Students (One vehicle per 1.4 students which represents the avg. per family)
 - c. Total Parking Stalls Needed – 52 parking stalls.

Rationale

Foss is a purpose-driven business, providing a life skill for our customers, contributing to the overall well-being of the community. Additionally, we firmly believe Foss enhances the properties and is an excellent co-tenant, driving traffic to the center on a weekly basis.

Our professionally designed, purpose-built facilities bring a modern, updated look to the center. We use high-end finishes and professional sign vendors to make sure that the exterior façade not only blends with our neighbors, but also creates a clean, welcoming entrance.

Historically across markets, we have had minimal negative impact on parking. We ensure that the locations we build have adequate parking to support our families' needs, and our lesson schedules minimize overlap.

Additionally, we have found that our swim schools are a great benefit to our neighboring businesses. We typically have between 1,000-1,500 individual swims every week, making our schools destination stops for families, who likely patronize other businesses in the process.

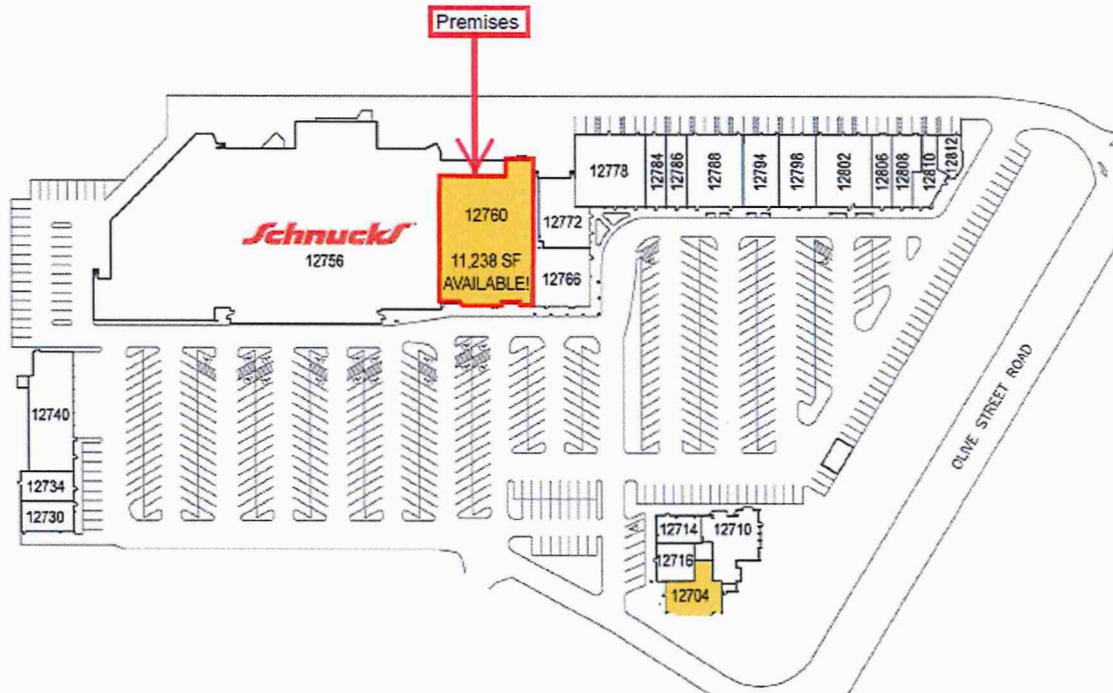
Operationally, we use the very best air handling units available to supply clean, fresh air in the "pool room", and separate climate controls for the "dry side" areas. Our pool filtration systems are top of the line and produce only about 10% of the amount of wastewater as standard sand filters, dumping only to the sanitary sewer, never to the storm water system.

Our plans don't impact the exterior landscaping or include any changes to the back of the building.

Thank you for the time and we are hopeful this information will lead to a favorable consideration for our conditional use permit at Bellerive Plaza.

BELLERIVE PLAZA

12756 Olive Blvd - Creve Coeur, MO 63141



CENTER SIZE 115,252 SF

AVAILABLE SPACE

12760	11,238 sf	12704	2,615 sf
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CURRENT RETAILERS

12710	Timothy's Restaurant	3,049 sf
12714	Merle Norman	1,215 sf
12716	Bust's Jewelry	1,290 sf
12730	EarthWise Pet Supply	1,500 sf
12734	H&R Block	1,500 sf
12740	Firestone Tire	4,230 sf
12756	Schnucks	56,747 sf
12766	DJM Restaurants	3,154 sf
12772	Yamcom	2,950 sf
12778	Fantastic Finds	4,877 sf
12784	China King	1,400 sf
12786	Nail Spa	1,470 sf
12788	Elite Physical Therapy	3,780 sf
12794	Hair Salon for Men	2,450 sf
12798	That Painting Spot	2,491 sf
12802	Miss Kelly's Gym	3,816 sf
12806	Gateway Coffee	1,400 sf
12808	Jimmy John's	1,730 sf
12810	Silky's	1,435 sf
12812	Edward Jones	960 sf

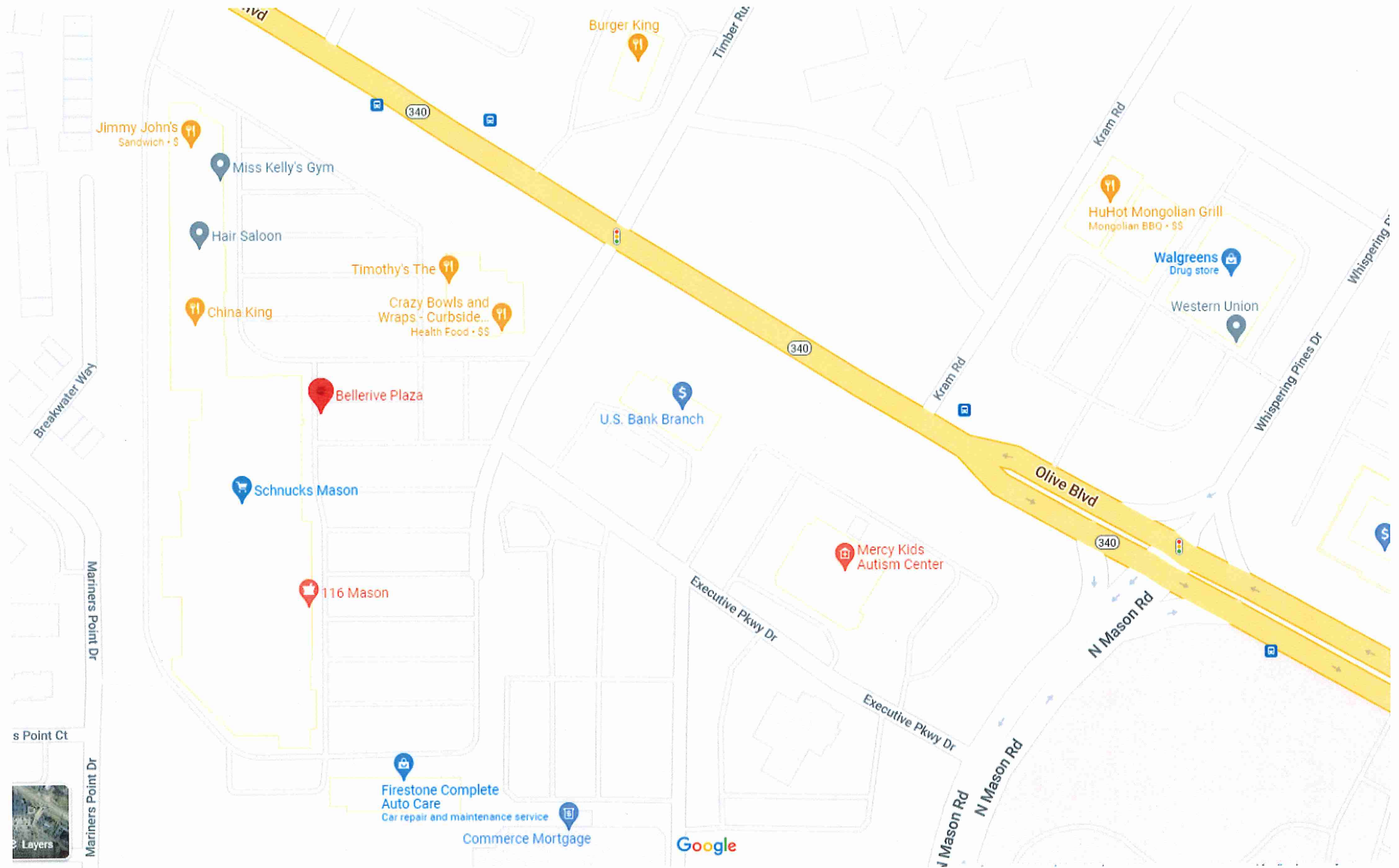
EXHIBIT B
SITE PLAN

Mark Pearl 314.994.4050 mpearl@descogroup.com

25 N Brentwood Blvd
St. Louis, MO 63105
314.994.4444
descogroup.com

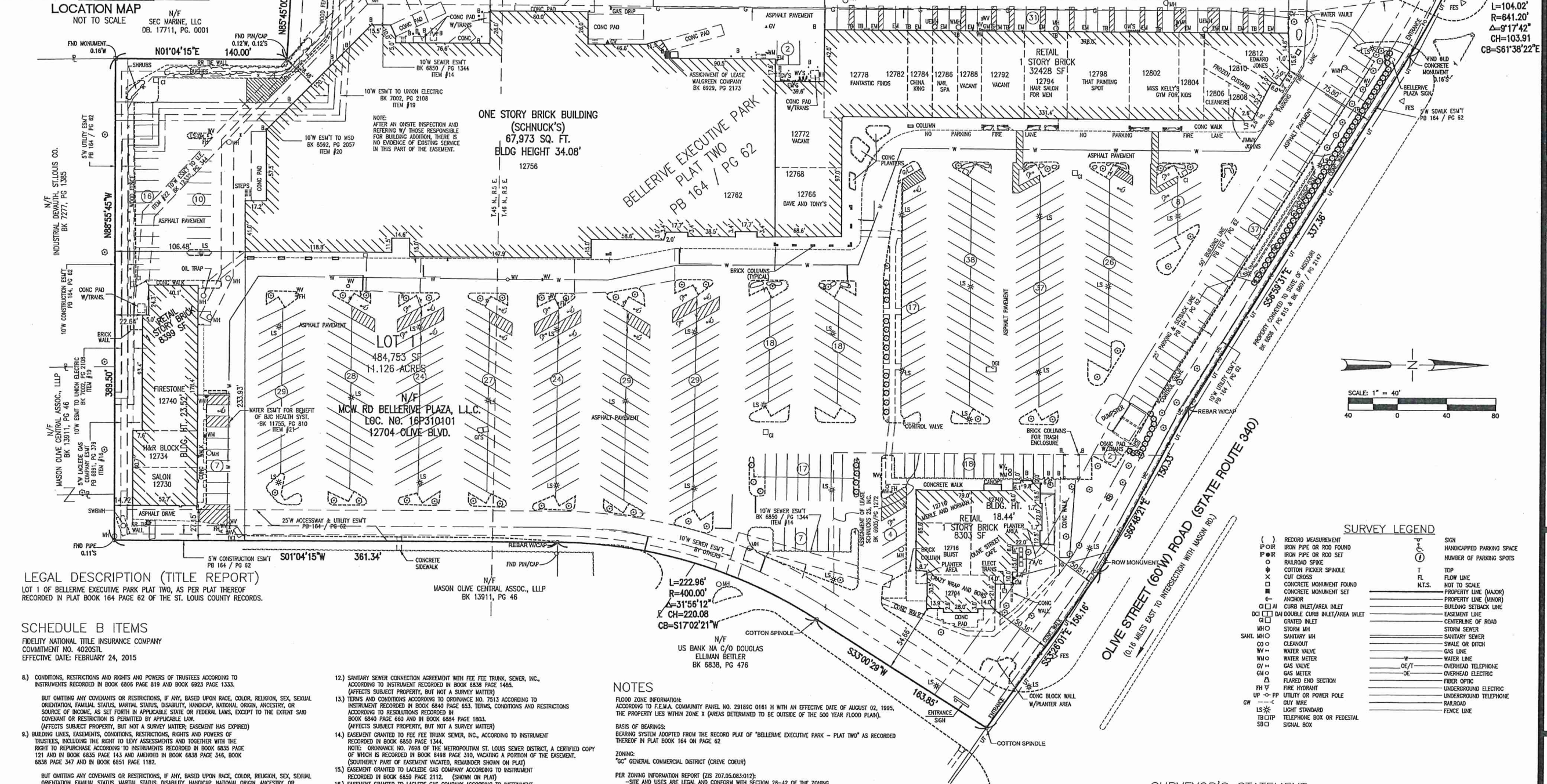
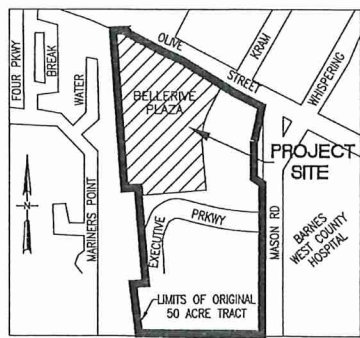
The
DESCO
Group





ALTA/ACSM LAND TITLE SURVEY

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO"
IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



LEGAL DESCRIPTION (TITLE REPORT)
LOT 1 OF BELLERIVE EXECUTIVE PARK PLAT TWO, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST. LOUIS COUNTY RECORDS.

SCHEDULE B ITEMS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 40205TL
EFFECTIVE DATE: FEBRUARY 24, 2015

- 8.) CONDITIONS, RESTRICTIONS AND POWERS OF TRUSTEES ACCORDING TO INSTRUMENTS RECORDED IN BOOK 6806 PAGE 819 AND BOOK 6923 PAGE 1333.
BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER; EASEMENT HAS EXPIRED)
- 9.) BUILDING LINES, EASEMENTS, CONDITIONS, RESTRICTIONS, RIGHTS AND POWERS OF TRUSTEES, INCLUDING THE RIGHT TO LEVY ASSESSMENTS AND TOGETHER WITH THE RIGHT TO REPURCHASE ACCORDING TO INSTRUMENTS RECORDED IN BOOK 6835 PAGE 121 AND IN BOOK 6835 PAGE 143 AND JUDGMENT IN BOOK 6838 PAGE 346, BOOK 6838 PAGE 347 AND IN BOOK 6851 PAGE 1182.
BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- NOTE: BY INSTRUMENT RECORDED IN BOOK 6839 PAGE 2027, DESCO INVESTMENT COMPANY HAS IMPROVED THE PROPERTY DESCRIBED IN SCHEDULE A HEREOF TO LIMITED ENFORCEMENT RIGHTS OF THE ABOVE INDEBTEDS.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 10.) MAINTENANCE AGREEMENT FOR ROADWAYS ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 348. (AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 11.) AGREEMENT WITH FEE FEE TRUNK SEWER, INC., AS TO TREATMENT AND DISPOSAL OF SANITARY SEWAGE WITH PROVISIONS FOR ASSESSMENTS, ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 1461.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

- 12.) SANITARY SEWER CONNECTION AGREEMENT WITH FEE FEE TRUNK SEWER, INC., ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 1465.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 13.) TERMS AND CONDITIONS ACCORDING TO GRANTOR'S NO. 7513 ACCORDING TO INSTRUMENT RECORDED IN BOOK 6840 PAGE 653. TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO RESOLUTIONS RECORDED IN BOOK 6840 PAGE 650 AND IN BOOK 6884 PAGE 1803.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 14.) EASEMENT GRANTED TO FEE FEE TRUNK SEWER, INC., ACCORDING TO INSTRUMENT RECORDED IN BOOK 6850 PAGE 1344.
NOTE: GRANTOR NO. 7699 OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 6458 PAGE 310, VACATING A PORTION OF THE EASEMENT. (SOUTHERLY PART OF EASEMENT VACATED, REMAINDER SHOWN ON PLAT)
- 15.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 6859 PAGE 2112. (SHOWN ON PLAT)
- 16.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 6861 PAGE 379. (SHOWN ON PLAT)
- 17.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 172 PAGE 98 AND PLAT BOOK 172 PAGE 98. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT ARE EXEMPT AND NON-PLOTTABLE)
- 18.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 181 PAGE 28. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT ARE EXEMPT AND NON-PLOTTABLE)
- 19.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 7002 PAGE 2108. (SHOWN ON PLAT)
- 20.) EASEMENT GRANTED TO METROPOLITAN ST. LOUIS SEWER DISTRICT ACCORDING TO INSTRUMENT RECORDED IN BOOK 6892 PAGE 2057. (SHOWN ON PLAT)
- 21.) EASEMENT AGREEMENT BY AND BETWEEN DESCO INVESTMENT COMPANY, L.L.C., BAC HEALTH SYSTEM AND MASON OLIVE ASSOCIATES, ACCORDING TO INSTRUMENT RECORDED IN BOOK 11755 PAGE 810. (EASEMENT TO ADD WATER LINE AND HYDRANT FOR BENEFIT OF ADJACENT PROPERTY, SHOWN ON PLAT)
- 22.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY D/B/A AMEREN UE BY INSTRUMENT RECORDED IN BOOK 12332 PAGE 344. (SHOWN ON PLAT)

NOTES

FLOOD ZONE INFORMATION:
ACCORDING TO FEMA COMMUNITY PANEL NO. 23189C 0161 H WITH AN EFFECTIVE DATE OF AUGUST 02, 1995, THE PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN).

BASIS OF BEARINGS:
BEARING SYSTEM ADOPTED FROM THE RECORD PLAT OF "BELLERIVE EXECUTIVE PARK - PLAT TWO" AS RECORDED THEREOF IN PLAT BOOK 164 PAGE 62

ZONING:
"GC" GENERAL COMMERCIAL DISTRICT (CREVE COEUR)

PER ZONING INFORMATION REPORT (ZIS 207.05.08.012):
- SITE AND USES ARE LEGAL AND CONFORM WITH SECTION 28-42 OF THE ZONING ORDINANCES.
- A VARIANCE WAS ISSUED ALLOWING UP TO 45 PARKING SPACES FOR AN EATING AND DRINKING ESTABLISHMENT.

MINIMUM LOT SIZE: 21,780 S.F.
MAXIMUM HEIGHT: 3 STORIES OR 45 FEET

SETBACKS:
FRONT: 50 FEET
REAR: 15 FEET
SIDE: 15 FEET (ABUTTING WEST PROPERTY LINE)
12 FEET (ABUTTING EAST PROPERTY LINE)

PARKING SPACES:
503 SPACES (REGULAR)
24 SPACES (HANDICAP)
527 SPACES

CEMETERIES:
NO OBSERVABLE EVIDENCE OF ANY PRE-EXISTING CEMETERIES

SURVEYOR'S STATEMENT

TO: USR-DESCO BELLERIVE PLAZA, L.L.C. (A/K/A MCW-RD BELLERIVE PLAZA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (OWNER)(CLIENT)
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS (LENDER)
FIDELITY NATIONAL TITLE INSURANCE COMPANY (TITLE INSURANCE COMPANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6(D), 7A, 7(B)(1), 7(C), 8, 9, 10(A), 11(B), 13, 14, 16, 17, 18, 19, 20(A), AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 24, 2015.

6-10-15
DATE
Christine M. Beasley
CHRISTINE M. BEASLEY, PLS
MISSOURI LAND SURVEYOR NO. 2002014096
EXPIRATION DATE: DECEMBER 31, 2016
RDG MO. CORPORATE LIC# 000076, EXP. 12-31-18

KdG

Kuhmann design Group, Inc.
66 Progress Parkway
St. Louis, Missouri 63043-3706
Tel: 314.434.8898 Fax: 314.434.8280
St. Louis, MO • Belleville, IL

DISCLAIMER OF RESPONSIBILITY

I hereby certify that this document is intended to be used for the purposes stated herein and is not to be used for any other purpose. The user assumes all responsibility for the use of this document and for the consequences thereof.



SURVEY
MISSOURI ARCHITECTURAL
CORPORATION CERTIFICATE NO. 000216
MISSOURI PROFESSIONAL ENGINEERING
CORPORATION CERTIFICATE NO. 000255
MISSOURI PROFESSIONAL LAND SURVEY
CORPORATION CERTIFICATE NO. 000076

NO.	DATE	ATTY COMMENTS
1	6/2/15	ATTY COMMENTS
2	6/9/15	ATTY COMMENTS
PROJECT NO.	150043	CONTRACT NO. 0004
DRAWN	JPB	CHECKED CMB
DATE:	MARCH 2015	

ALTA/ACSM
LAND TITLE
SURVEY
SHEET 1 OF 1
S1

SURVEY DATA:
4-3-15
SURVEY DATE: KEM, BCS
FIELD CREW: KEM, BCS
FIELD BOOK: 760D

CLIENT:
USR DESCO LLC
15500 OLD MANCHESTER RD
WILDMOOD, MO. 63040



ROEHRSCHEMITT
ARCHITECTURE

RoehrSchmitt Architecture, LLC
1229 Tyler Street NE, Suite 275
Minneapolis, Minnesota 55413

(p) 612.216.4191
(e) info@roehrschmitt.com

Foss Swim School

12766 Olive Blvd
Creve Coeur, MO

Floor Plan Option 1

A001

3/32" = 1'-0"



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(e) info@roehrschmitt.com

RoehrSchmitt Architecture, LLC
1229 Tyler Street NE, Suite 275
Minneapolis, Minnesota 55413

Foss Swim School

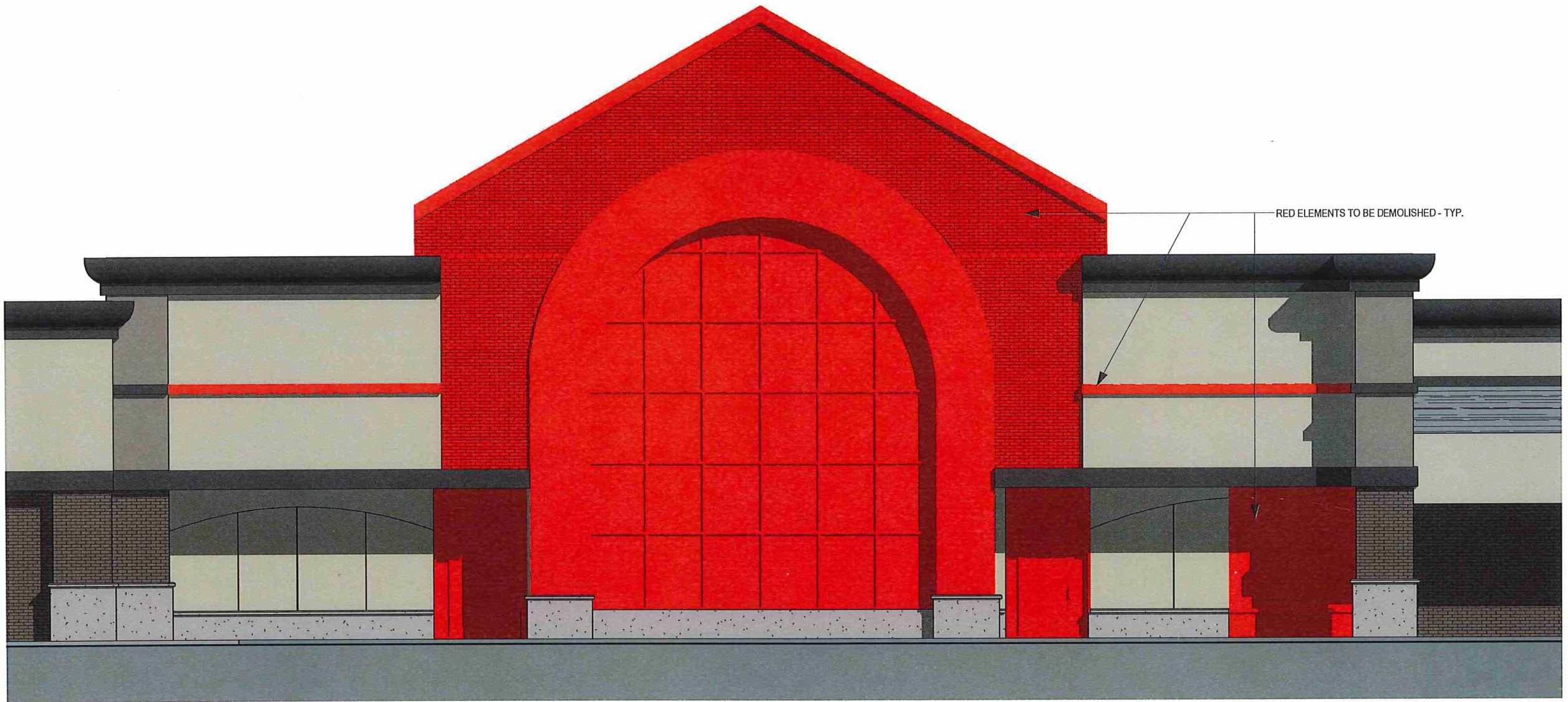
12766 Olive Blvd
Creve Coeur, MO

Exterior Elevation Option 1- REV1 - PMA

OCT. 24, 2022

A002

10/24/2022 3:07:09 PM



1 PRIMARY FACADE ELEVATION - DEMOLITION
A-1 1/8" = 1'-0"



(p) 612.216.4191
(e) info@roehrschmitt.com

RoehrSchmitt Architecture, LLC
1229 Tyler Street NE, Suite 275
Minneapolis, Minnesota 55413

FOSS SWIM SCHOOL

12766 Olive Blvd
Creve Coeur, MO

DEMOLITION ELEVATION

A-1

1/8" = 1'-0"



1 PRIMARY FACADE ELEVATION - NEW CONSTRUCTION
A-2 1/8" = 1'-0"



(p) 612.216.4191

(e) info@roehrschmitt.com

RoehrSchmitt Architecture, LLC

1229 Tyler Street NE, Suite 275

Minneapolis, Minnesota 55413

FOSS SWIM SCHOOL

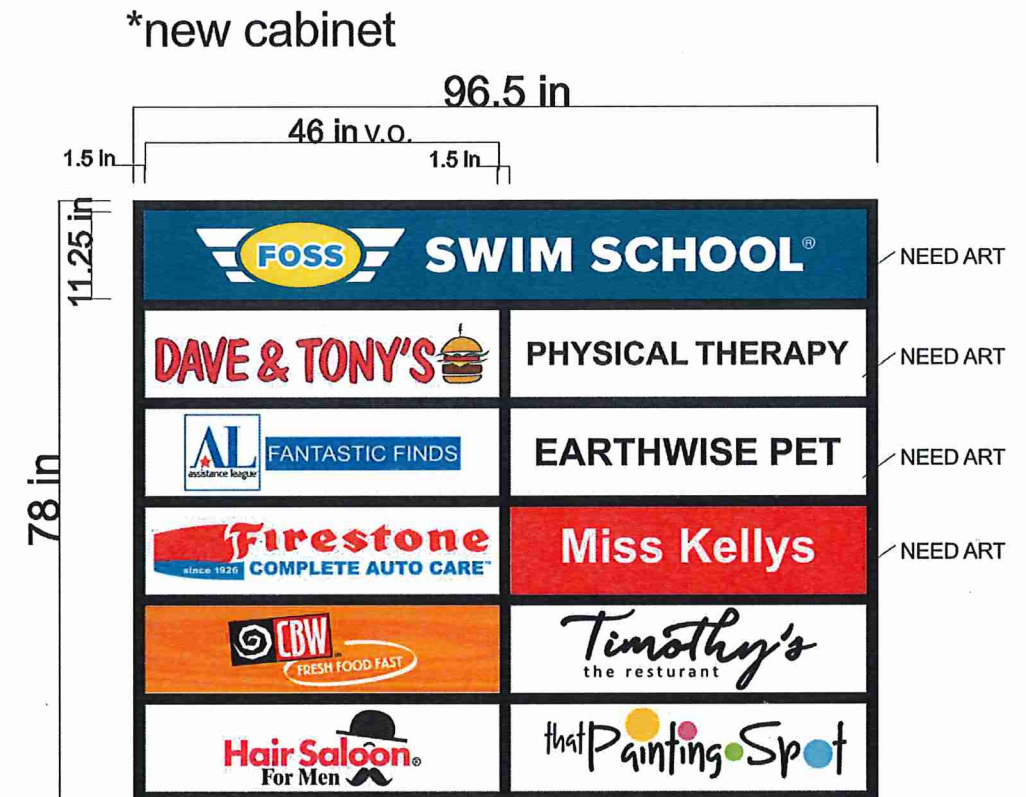
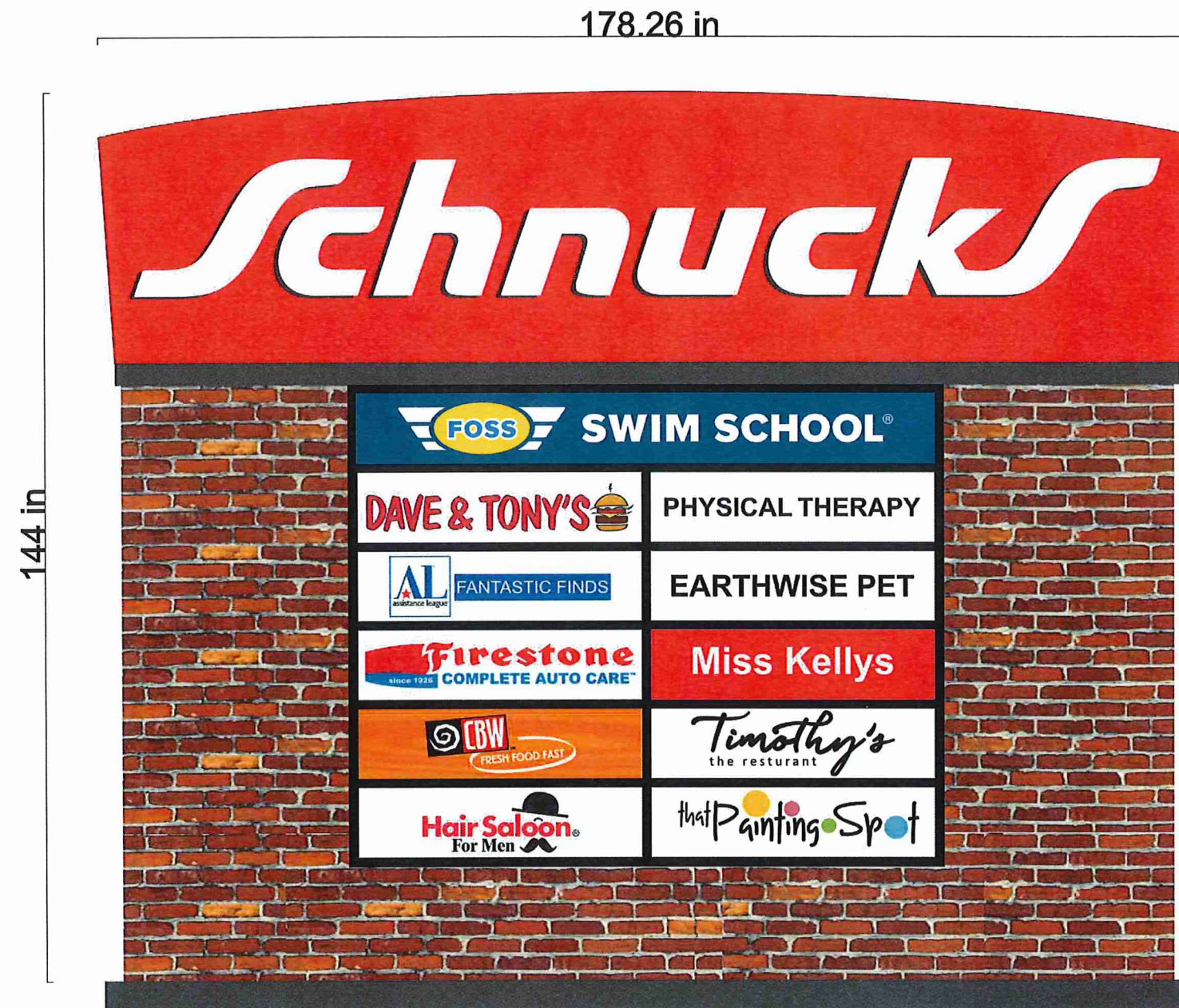
12766 Olive Blvd

Creve Coeur, MO

NEW CONSTRUCTION ELEVATION

A-2

1/8" = 1'-0"



- CABINET REDESIGN
- ADD 2 ADDITIONAL TENANT PANELS
- 1.5" DIVIDER BARS



3131 WASHINGTON AVE.
ST. LOUIS, MO 63103
314-652-2486 FAX 652-9027

SCHNUCKS BELLERIVE - MON

SCALE

DATE



REVISED

DRAWING #

Property of Signcrafters, Inc. St. Louis

This drawing has been prepared for your exclusive viewing and cannot be reproduced in whole or part without written permission or right of purchase

ACCEPTANCE AUTHORIZATION

CUSTOMER APPROVAL

DATE

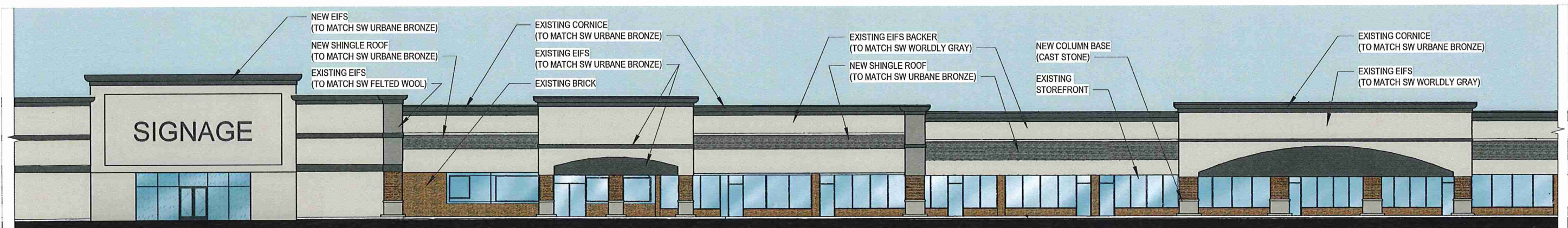
SALES REP.

DATE

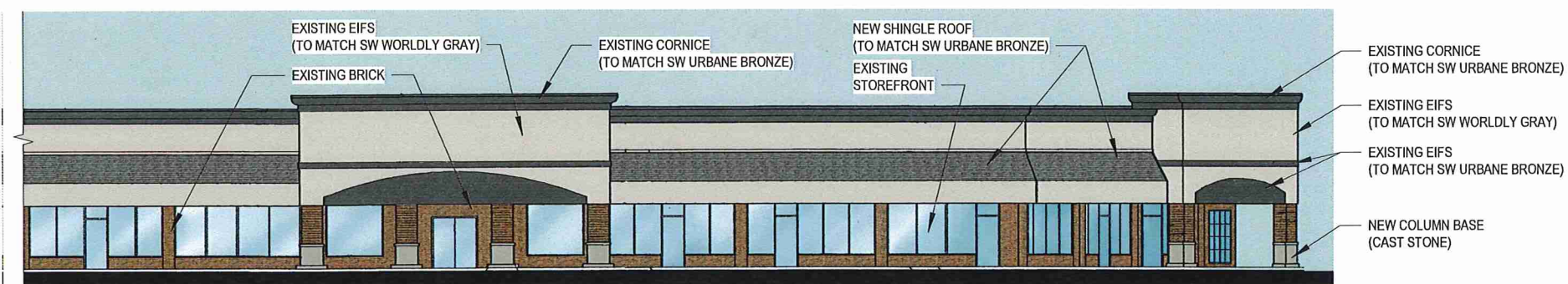
ELECTRICAL SERVICE AND CONNECTION OF SIGN TO ELECTRICAL SERVICE ARE THE RESPONSIBILITY OF THE CUSTOMER



ENLARGED FRONT ELEVATION 01 - OPTION 1



ENLARGED FRONT ELEVATION 02 - OPTION 1



ENLARGED FRONT ELEVATION 03 - OPTION 1

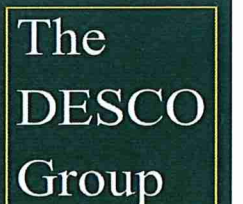
LL Previous plan submitted to city

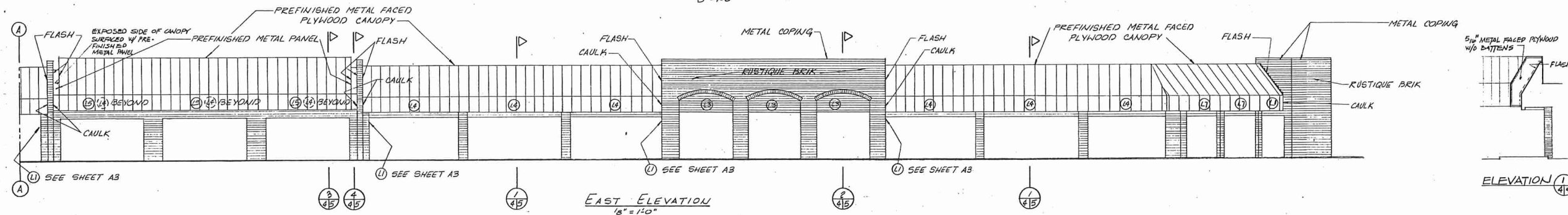
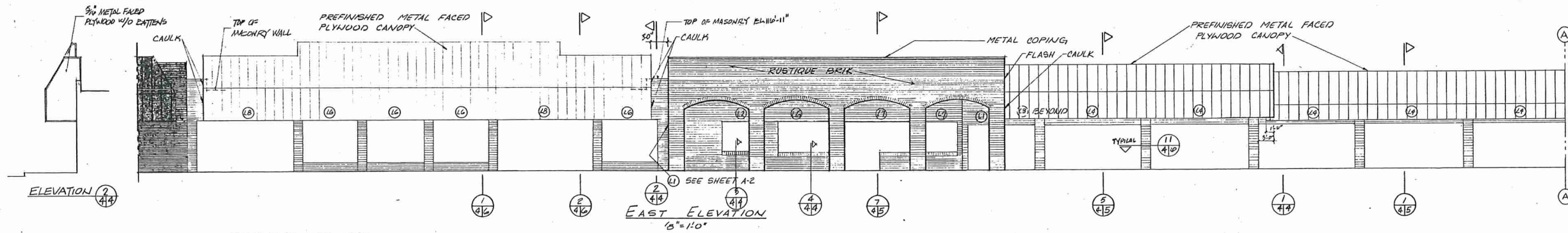


130 W. Lockwood Ave. Ste. 2, Webster Groves, MO 63119
O. 314.801.8601 www.YourIdeaArchitects.com
Certificate of Authority #2011006331

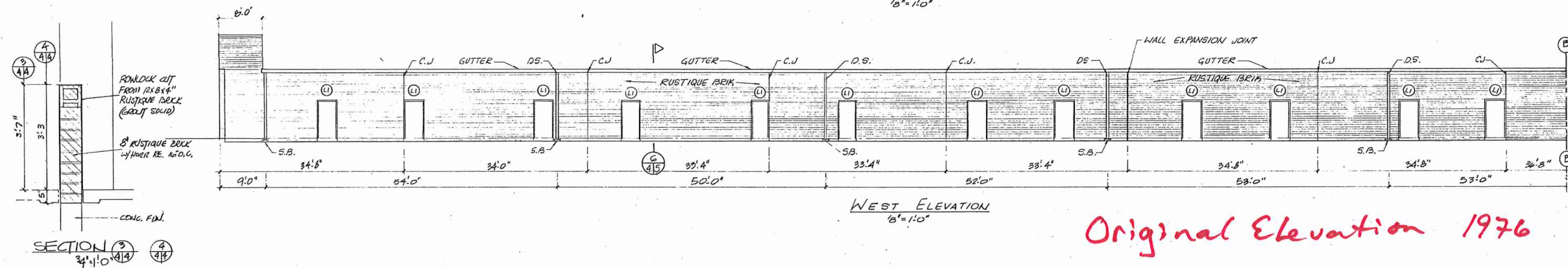
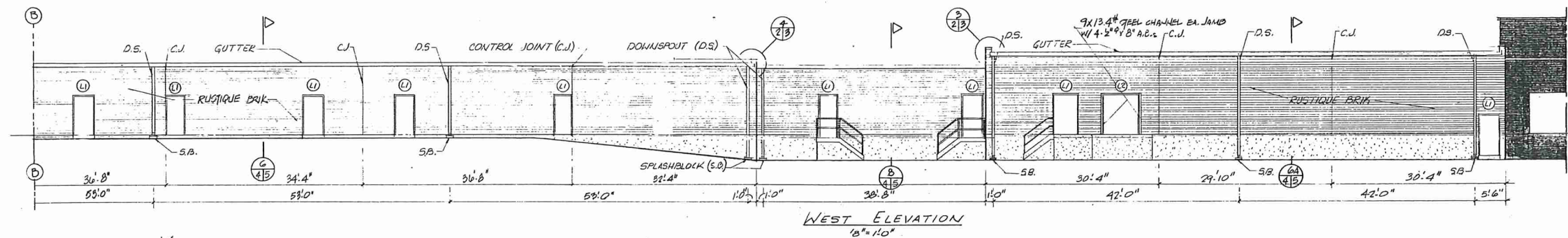
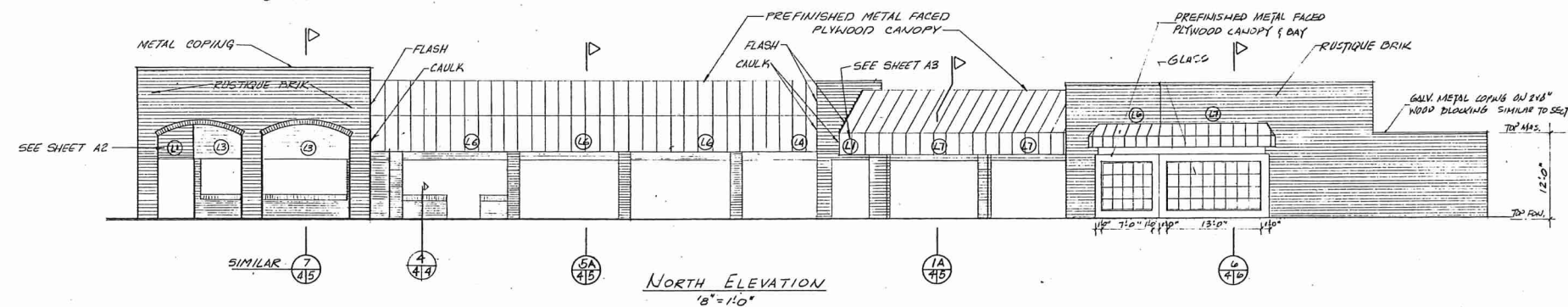
SCHNUCKS BELLERIVE PLAZA - ELEVATION STUDY OPTION#4

12756 OLIVE BOULAVARD, ST. LOUIS , MO 63141

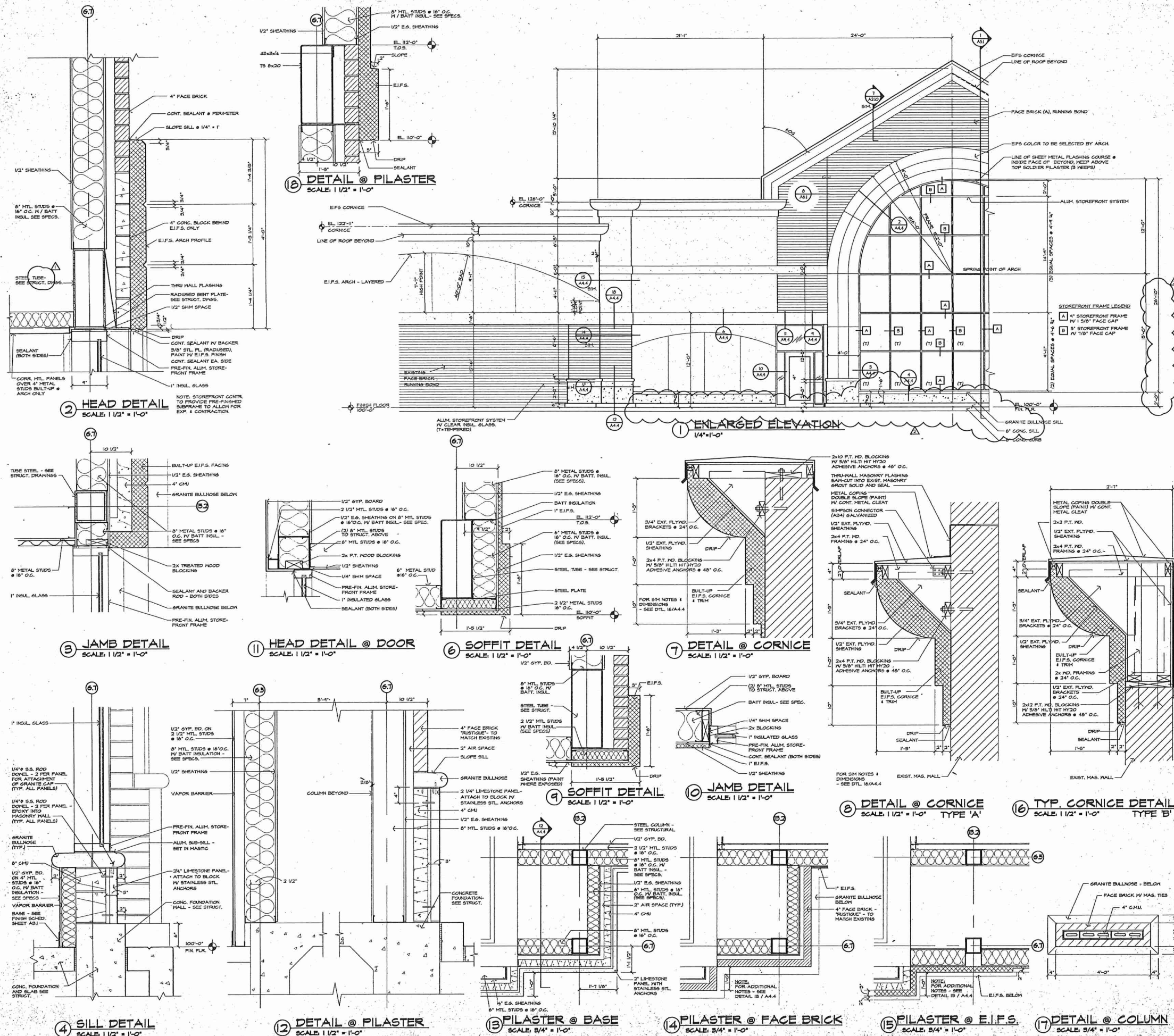




LOOSE LINTEL SCHEDULE			
MARK	SIZE	BEARING	REMARKS
L1	2-3/8 x 3 1/2 x 7/16 L's	6" EACH SIDE	
L2	1/8 x 10 n/4 x 7" R	" " "	
L3	1/12 x 16.5 n/4 x 7" R	" " "	
L4	1/16 x 26 n/4 x 7" R	" " "	
L5	1/12 x 14 n/16 x 11" R	" " "	
L6	1/12 x 22 n/4 x 7" R	" " "	
L7	1/12 x 8 n/16 x 7" R	" " "	
L8	1/16 x 31 n/4 x 7" R	" " "	



Original Elevation 1976



Schnucks
BELLVER PLAZA
ADDITIONS AND ALTERATIONS
12756 OLIVE STREET ROAD CREVE COEUR, MISSOURI

Kuhlmann Design Group, Inc.
46 Progress Parkway
St. Louis, Missouri 63114-4100
Tel: (314) 431-8888

KdG

DISCLAIMER OF RESPONSIBILITY
I hereby certify that the design and construction of the project shown on this drawing was prepared by me or under my direct supervision and that I am a duly licensed professional engineer or architect in the State of Missouri.

PROJECT NO. 990088 CONTRACT NO. 0004
DRAWN BY JCA CHECKED BY JCA
DATE 12-2-99

ENLARGED ELEVATIONS AND DETAILS
SHEET 20 OF 28
A4.4

Elev. Details
1999-
Current



Existing Facade 2022

**EXHIBIT A
LEGAL DESCRIPTION**

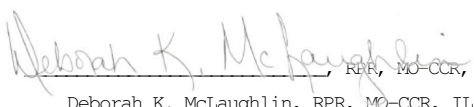
Lot 1 of Bellerive Executive Park Plat Two, as per plat thereof recorded in Plat Book 164 Page 62 of the St. Louis County Records.

Page 1 1 PLANNING AND ZONING COMMISSION MEETING 2 CITY OF CREVE COEUR, MISSOURI 3 300 NORTH NEW BALLAS ROAD 4 MONDAY, DECEMBER 5, 2022 5 6:00 P.M. 6 7 PUBLIC HEARING 8 APPLICATION NO. 22-035 9 10 THOSE IN ATTENDANCE: 11 Ms. Julie LaBonte, Chair 12 Ms. Muriel Hall 13 Mr. Larry Potashnick 14 Mr. AJ Wang 15 Ms. Rhonda O'Brien 16 Mr. Thomas Buelter 17 Ms. Marjorie Richter 18 Mr. Carl Lumley, City Attorney 19 Mr. Jason Jaggi, Director of Community Development 20 Ms. Bethany L. Moore, City Planner 21 Ms. Megan Waller Administrative Supervisor/Recording Secretary 22 23 McLaughlin Court Reporting Services, Inc. 24 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR 25 4772 Gatesbury Drive St. Louis, MO 63128 (314) 974-1199	Page 3 1 New Business, Public Hearing 22-035: Conditional Use 2 Permit for 11,200 Square Foot Foss Swim School With 3 Associated Minor Site Plan Located Within Bellerive Plaza 4 at 12760 Olive Boulevard. 5 If anyone's speaking, if they please come 6 forward to be sworn in. 7 (The speakers were sworn in by the court 8 reporter.) 9 MR. O'HALLORAN: Good evening. 10 CHAIR LABONTE: Good evening. 11 MR. O'HALLORAN: State my name? 12 CHAIR LABONTE: Yes, please -- 13 MR. O'HALLORAN: Okay. 14 CHAIR LABONTE: -- your name and address. 15 MR. O'HALLORAN: Sure. 16 Craig O'Halloran, Foss Swim School, 6545 Flying 17 Cloud Drive, Suite 201, Eden Prairie, Minnesota 55344. 18 Very condensed slide deck today, just to tell 19 you a little bit about the business. 20 We -- I've been through a few of these before, 21 and sometimes I can see the look on the faces when I'm 22 twenty minutes into this, going, okay, enough's enough 23 (inaudible) Foss Swim School. 24 So happy to answer any questions as work through 25 this presentation, but wanted to give you a little bit of
Page 2 1 CHAIR LABONTE: Okay. We'll call the meeting to 2 order at 6:02 with -- and we'll start with roll call. 3 We're missing Ms. Hall. 4 Mr. Potashnick? 5 MR. POTASHNICK: Present. 6 CHAIR LABONTE: Ms. Richter? 7 MS. RICHTER: Present. 8 CHAIR LABONTE: Mr. Wang? 9 MR. WANG: Here. 10 CHAIR LABONTE: Ms. O'Brien? 11 MS. O'BRIEN: Here. 12 CHAIR LABONTE: Mr. Buelter? 13 MR. BUELTER: Here. 14 CHAIR LABONTE: Mr. Lumley? 15 MR. LUMLEY: Here. 16 CHAIR LABONTE: Mr. Jaggi? 17 MR. JAGGI: Present. 18 CHAIR LABONTE: Ms. Moore? 19 MS. MOORE: Present. 20 CHAIR LABONTE: And, Ms. Waller? 21 MS. WALLER: Present. 22 (Ms. Hall is now present.) 23 CHAIR LABONTE: Hi, Ms. Hall. 24 MS. HALL: Hello. 25 CHAIR LABONTE: Okay. So, now we'll move to our	Page 4 1 background of Voss Swim School. 2 I'm the chief executive officer of Foss Swim 3 School. I've been with the organization for seventeen 4 years. 5 Our director of facilities for new school 6 development, Graham Robb, has joined us today, as well as 7 Mark Pearl from -- from the landlord DESCO. So we're -- 8 we're happy to have their support, and have them here 9 participate in the council meeting today. 10 We're super excited to be here today to talk to 11 you about a conditional use permit and some -- some site 12 alterations for -- for a 11,000 square foot space in -- in 13 Bellerive Plaza. 14 We've been in the St. Louis market since 2018, 15 and are really excited to continue to expand our footprint 16 in this market. And -- and Creve Coeur is, certainly, a 17 market that we've been targeting since we moved in into 18 this market about five years ago. 19 Background on Foss Swim School. It's been 20 around since 1993. Jon and Susan Foss started the 21 business in a church pool with twelve kids. 22 This week we currently taught about 41,000 kids 23 to swim across 23 locations in the Upper Midwest. So Jon 24 and Susan have been dedicated to building this business 25 over the years, and got a group of professionals, these

Page 5 1 are all corporate owned and operated stores across the 2 Upper Midwest, and we -- we differentiate ourselves in the 3 dedicated learn to swim market for real -- three real 4 reasons. 5 We think we're the -- the best in class brand as 6 it relates to dedicated learn to swim programs. We've got 7 a first and class curriculum, which is homegrown. It's 8 been developed by Jon Foss over the last 29-plus years. 9 It's completely proprietary to what we do and how we teach 10 kids to swim. And, last, but not least, we put 11 significant investment into our facilities to create a -- 12 an environment where the customer has a safe -- safe 13 environment to learn to swim; that the parents are there 14 enjoying the experience with their children, and that our 15 employees have a -- an environment to really provide the 16 world class product that we think we can bring to a -- a 17 city like Creve Coeur. 18 I'm going to play a quick video for you, which 19 is about a minute and a half that just tells you a little 20 bit about our organization and the brand, so if you can 21 bear with me, I'll just move over here real quick. 22 (Mr. O'Halloran played a video.) 23 Well, as the video indicated, you know, we hire 24 instructors that are -- that are 18-years or older, and 25 they go through extensive training before they provide one	Page 7 1 that's our largest footprint. And we'll continue to look 2 for opportunities to expand this business beyond the 3 markets that we're in currently. 4 Well, why Creve Coeur? I think it's, obviously, 5 we -- we have a presence in this market, and we believe 6 that this -- this -- this community is one that -- that 7 could benefit from a business like ourselves; bringing a 8 dedicated learn to swim program to Creve Coeur. 9 (Inaudible) evaluation of the key demographics 10 and the key factors that drive the success of our 11 business, all the boxes are checked when you think about 12 Creve Coeur. 13 Based on your city's mission statement, it's 14 obvious that Creve Coeur is committed to reinvesting in 15 its -- in its residents and in its businesses, and we want 16 to be part of that. We think we can be a -- a quality 17 addition to this -- to this community, and look forward to 18 answering any questions you may have about the business. 19 I talked a little bit about our -- our purpose 20 built facilities. And I think it's important to point out 21 we make a significant investment in creating a -- 22 wonderful learning environment for our children and a -- a 23 wonderful environment for instructors. 24 So we make a significant investment, and it's a 25 very much purposeful facility. That's all we do. We
Page 6 1 lesson to a child. So we very much treat it like a 2 school. 3 We're based on a quarterly-based program where 4 customers come in and buy a set of lessons for a period of 5 anywhere between nine and fifteen weeks where they're with 6 the same instructor, they're creating a consisting 7 learning environment where they're learning to swim with 8 that same teacher. 9 What we found, a consistent learning environment 10 leads to a better experience for the child, and to learn 11 to swim quicker than -- than if you were to switch enough 12 teachers from time to time. 13 I think it's also important to point out that, 14 you know, these -- these instructors do about seventy 15 hours of training before they -- they get in the water. 16 So, we're really purposeful in terms of creating an 17 environment where it's safe for that child to get in the 18 water with that teacher. 19 As I mentioned, we're teaching about 41,000 kids 20 this fall. We're in 23 locations, and are currently 21 expanding in our footprint here in St. Louis. We have a 22 project under construction in Rock Hill. And then, 23 obviously, if we get approval for this one, we're excited 24 to bring our business to Creve Coeur. 25 The business started in Minnesota. Currently	Page 8 1 teach lessons. We don't do birthday parties; we don't do 2 fun events for kids and families. We strictly teach kids 3 all the way up to adults how to swim, so we build our 4 facilities to help support that. 5 It includes warm water in 91 degree pools; 6 purpose built islands within the pools to help support 7 different lengths to provide the optimal experience for -- 8 for the children to learn how to swim; we make a 9 significant investment in our HVAC equipment to create an 10 environment where you have constant fresh air moving in 11 and out of that facility. 12 Water can get anywhere, so we make a significant 13 investment to create an environment to protect the 14 facility, so that when a customer comes in at year 8, they 15 get the same experience that they get in year 1. 16 So we're very purposeful in terms of making that 17 investment upfront for our facilities. 18 In addition to exploring a conditional use 19 permit, we -- we want to make some storefront updates to 20 the -- to the front of the Bellerive Plaza. 21 As you're well aware, Schnucks has -- has left 22 some remnant space, about 11,000 square feet, based on 23 their most recent remodel, and we'd like to -- to make 24 some improvements to create our own storefront and create 25 an environment where there's a nice entrance for Foss Swim

Page 9 1 School that pops, along with the rest of the -- the 2 center. 3 So, the -- the proposal that we're here to 4 discuss tonight, in addition to the conditional use 5 permit, is seeking approval in terms of updating the 6 storefront to meet what the rest of the storefront in the 7 plaza looks like, and in line with what the other tenants. 8 This work would be done in conjunction with any 9 interior work that we would do to the facility. 10 This is hard to see on the screen here, but I'm 11 sure you got it in the packet of materials, it just 12 shows -- kind of shows a landscape version or a panoramic 13 version of what the center would look like with the 14 addition of our storefront and with the completion of our 15 work. 16 This aligns with what DESCO has been working on 17 for -- for several years, and thinks it -- think it 18 creates a nice environment, and is a significant 19 improvement over what's currently there with that vacant 20 space. 21 This is a quick snapshot. This is not final by 22 any means. But a layout of what our facility would look 23 like here in Creve Coeur. 24 The body of water, as you can see, is purposely 25 built with benches and -- and stairs to accommodate the	Page 11 1 With that I'll just say we're excited to have 2 this new location in Creve Coeur. We think, you know, 3 we -- we appreciate the staff spending the time over the 4 last several weeks to -- to get us to a point where we can 5 be in front of you today to answer any questions you have, 6 and, hopefully, you'll favorably consider our use, and I'm 7 happy to -- to answer any questions now or after the staff 8 makes their presentation. 9 MS. O'BRIEN: I just have some questions about 10 the water and how do you make sure it doesn't like leak 11 out, and how often is it replaced or how do you -- is it 12 chlorinated or saltwater? 13 MR. O'HALLORAN: It's a chlorinated pool. Use a 14 combination of liquid chlorine and -- and acid to treat 15 the pool to create an environment where the water is 16 sanitary in nature. 17 Saltwater systems, basically, just generate 18 chlorine, so we're actually using the liquid chlorine 19 to -- to treat the pools. 20 In addition to that, we have a secondary 21 sanitation UV system that helps kill -- kill anything 22 that's remaining based on the (inaudible). 23 In terms of protecting the environment from the 24 water, obviously, you got a leak in the pool, you got a 25 bigger issue, but we create an envelope around the pool
Page 10 1 younger kids and to create a quality learning environment. 2 And then we make a significant investment in 3 terms of what the changing facilities look like. To 4 create a private environment. 5 Many of us have been with our kids where you're 6 there with your five-year-old daughter, and you don't know 7 to go into this restroom or this restroom, so we're 8 purposeful in terms of creating private individual 9 restrooms, as well as private individual changing stalls, 10 so that everyone can feel comfortable going into the 11 changing room and changing. 12 Additionally, we've got air-conditioned view 13 room, so those parents that don't want to be on the pool 14 deck where it's a little bit warmer, a little bit more 15 humid, they can sit in the registration area and 16 participate in the lessons. 17 We encourage parents to be on the pool deck. We 18 want them to participate in the experience their child is 19 having. Share those memories. Share the joy that the 20 child is having when they're -- when they're getting the 21 lessons and celebrate the accomplishments as they pass 22 from one level to another. 23 So we created a pool deck that allows us to have 24 benches around it, so we're purposeful in terms of how we 25 design the pool to allow that.	Page 12 1 environment, so that there's a vapor retarder around the 2 whole pool that protects it, not only the roof structure, 3 but the walls, so if there is any water that gets on the 4 pool deck that it's protected from the environment around. 5 We're very purposeful, and we like to partner 6 with landlords in terms of building our facilities, so 7 that we're not creating an environment that corrodes -- 8 corrodes the structure that exists there prior to us 9 coming in and after we may leave. 10 MR. BUELTER: Who does your maintenance? I mean 11 pools are high maintenance. Just comes with it. But is 12 that in-house or do you have company that you -- you use 13 to do the pool maintenance, take care of the chemicals, 14 you know, pool equipment, et cetera? 15 MR. O'HALLORAN: Yeah. So we -- we've got a 16 couple different things. 17 We've got a facilities manager that works in the 18 St. Louis market that's one of our employees, and he 19 travels around to all of our schools and services them. 20 In addition, all of our managers are CPO 21 certified, which is certified pool operators. They go 22 through that training as part of their management training 23 process. So they can manage all aspects of the facility, 24 which includes the pool equipment room and maintenancing 25 the -- the pool equipment, if necessary.

Page 13 1 We use a third party chemical, Hawkins, delivers 2 chemicals to us on a -- on a regular basis, so we don't 3 handle any of the chemicals. We have a -- a contained 4 environment where those are protected and sealed up and 5 exhausted in a proper way. 6 We -- we've learned over the years what we need 7 to do to create an environment that's safe for everybody. 8 CHAIR LABONTE: Other questions before we have 9 staff present? 10 Bethany. 11 Thank you. 12 MS. MOORE: Bethany Moore, City Planner. 13 So, this is the application for a conditional 14 use permit for -- for Foss Swim School -- sorry, there's 15 an error -- with associated minor site plan within 16 Bellerive Plaza. 17 Here is the location of Bellerive Plaza. This 18 space, as they mentioned, will be filling a empty space 19 that was previously used as part of the Schnucks. The 20 Schnucks has remodeled and downsized. That creates a new 21 tenant space. That's where Voss Swim School would be 22 located, and that's where they'll be building their new 23 pool. 24 The project does exclude -- does include an 25 exterior remodel in order to be in line with the rest of	Page 15 1 MS. MOORE: And then, so what we look at for our 2 conditional use permit is also parking count. 3 Bellerive Plaza had a surplus of parking. 4 Currently with this proposal, this proposal would require 5 56 parking spaces. They'll have a surplus of 90 parking 6 spaces after that. So there's plenty of parking for this 7 use. 8 And then just some of our conditions of 9 approval. It does list the hours of operation, which 10 would be 9 to 8 on Monday, Tuesday and Thursday; 3:30 to 8 11 on Wednesday and Friday, and 8 to 5 Saturday and Sunday, 12 and then additional business hours would be up to the 13 Zoning Administrator's approval. 14 And then just that a building permit in 15 conformance with what was submitted under this application 16 shall be submitted for review. 17 Any questions? 18 CHAIR LABONTE: Is there a reason why we 19 specified like specific hours? 20 MS. MOORE: That's normally part of the 21 conditional use permit, but I just put it up here for you 22 to see. 23 CHAIR LABONTE: Okay. 24 MS. MOORE: Do you want to see the material? 25 CHAIR LABONTE: I guess my other question was
Page 14 1 the shopping center, and get rid of some of that look that 2 connected to the Schnucks store. 3 And it's in the General Commercial District. 4 And, again, here is just the existing Schnucks. 5 This is the portion that is remaining with the Schnucks 6 Grocery Store. 7 And then this is the portion here that's going 8 to be remodeled. As you can see, it does have this 9 architectural detail that does connect it to a Schnucks. 10 This is the only portion on the shopping center 11 that has a roof like this. The rest are these raised 12 parapets with the flat roofs, and so that's what the -- 13 the remodel of this building would do, and it would have 14 the same materials to match existing. 15 Again, just an example of what they're going to 16 be demoing, and what's going to be going in place of that. 17 And we do have material samples just to show you 18 the color of the EIFS material that's going to be matching 19 the existing center. 20 CHAIR LABONTE: Is there -- is there any work 21 that's going to be done on that backside of the building 22 to accommodate or -- 23 MS. MOORE: No, I don't believe so. It would be 24 for the front of the building. 25 CHAIR LABONTE: Just for the front?	Page 16 1 just, I don't know, like delivery of chemicals, and I'm 2 assuming that's behind the building, so there's nothing 3 needed to -- based upon the way the Schnucks' space is, to 4 enhance anything in the back of the building or -- 5 MR. LUMLEY: Like a delivery docks, for example. 6 CHAIR LABONTE: Like delivery or like trash or 7 anything, since it's a separate location, or how does that 8 work? 9 MS. MOORE: I do believe it is currently done at 10 the back of the building where the Schnucks is. I mean we 11 could add a condition of approval for deliveries to be at 12 the rear, but I'm not sure if that's where they -- where 13 they are at the moment. 14 MR. JAGGI: I think the applicant might be able 15 to address that, but -- 16 CHAIR LABONTE: Yeah. 17 MR. JAGGI: -- there are several loading docks 18 behind this building, I know that. That would be our 19 expectation is that all delivery for products and services 20 would be conducted behind the building. 21 MR. O'HALLORAN: Yeah, that's correct. 22 There's two separate chemical rooms that would 23 be at the rear of the facility with a -- their own door 24 into the rear of our suite. 25 They'd be able to access and bring their hoses

Page 17 1 in there and fill up the containment vessels that we have 2 in the back of the -- back of the suite. 3 CHAIR LABONTE: Is that on the detail? 4 MR. O'HALLORAN: If you look at the kind of the 5 dark blue purplish at the rear of the -- where it says 6 pool equipment, you'll see that there's two chem rooms 7 listed there. 8 I'm not sure if you've got this diagram here. I 9 could pull it back up, if that'd be helpful. 10 MR. JAGGI: And it's also on packet page -- 11 CHAIR LABONTE: Yeah, what page is it on? 12 MR. JAGGI: -- 43. 13 CHAIR LABONTE: 43. 14 MR. JAGGI: Staff report for (inaudible). 15 CHAIR LABONTE: Thank you. 16 So where it says pool equipment? 17 MR. O'HALLORAN: Yeah, so there's two separate 18 rooms in the back corner there, which I believe would be 19 the -- the northwest corner of the -- the suite, which are 20 called chem rooms, where you'd have one chemical room for 21 the liquid chlorine, one for the acid, which are 22 separately exhausted creating a containment environment 23 with -- with a tank that's got a -- a secondary tank that 24 goes around it, so if there is any leak in the existing 25 tank, it gets captured by the -- the secondary tank.	Page 19 1 Pool gets built -- gets dug down about 6 feet to 2 accommodate the underground plumbing. The -- the maximum 3 depth of our pool is 4 feet deep. You want your 4 instructors be able to stand up in the water, but still 5 create a deep water environment for children to learn to 6 swim. 7 MR. WANG: Yeah, I've seen the -- they have 8 these Korean spas that are right in the -- right inside 9 strip mall, have pools and, you know, heated -- all kinds 10 of, so it's not -- not unusual for me to encounter this. 11 MR. O'HALLORAN: Yeah -- 12 MR. WANG: I can see pools going inside. 13 MR. O'HALLORAN: Yeah, I think our first -- our 14 first swim school, (inaudible) Swim School, is the first 15 one in an interior mall in the U.S. back in 1998. 16 CHAIR LABONTE: Okay. Any other questions? 17 MR. LUMLEY: Ready for me? 18 CHAIR LABONTE: Yes. 19 MR. LUMLEY: I 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 that's been provided, staff report, the two presentations 23 that were made this evening, the City Code of Ordinances 24 and Charter, the City Comprehensive Plan and the public 25 file regarding this application.
Page 18 1 MR. BUELTER: I just have two more. 2 On that same floor plan, there's a large white 3 space in the back. Do you know what that entails or -- 4 MR. O'HALLORAN: That was space that Schnucks 5 retained. 6 MR. BUELTER: Okay. Yeah. 7 And then the last question I had, and she 8 mentioned it a little bit earlier, is trash dumpsters are 9 out back or -- okay. 10 MR. O'HALLORAN: That's correct. 11 MR. BUELTER: We don't have to worry about 12 screening or anything. Okay. 13 That's all I have. 14 CHAIR LABONTE: Any other questions? 15 AJ, you have any questions? 16 MR. WANG: No. I'm -- I'm wondering how a 17 backhoe can get inside to dig. 18 MR. O'HALLORAN: Yeah, so depending on the 19 project, we've got a -- we create a bigger opening. In 20 this particular case, since we're going in be re-doing a 21 lot of the storefront, we're going to pull out wherever 22 the glass is, we'll leave an opening there for the unit to 23 get in and haul -- haul the spoils out. 24 Some cases we've had to bring in a much smaller 25 backhoe, which is just taking more time and effort.	Page 20 1 (The Public Hearing was concluded at 6:39 p.m.) 2 3 STATE OF MISSOURI) 4) SS 5 COUNTY OF ST. LOUIS) 6 7 I, Deborah K. McLaughlin, Registered 8 Professional Reporter, Missouri Certified Court Reporter, 9 Illinois Certified Shorthand Reporter and Kansas Certified 10 Court Reporter, do hereby certify that I reported the 11 Planning and Zoning Public Hearing stenographically and 12 later reduced to typewriting; and that this is a true and 13 accurate transcript of the public hearing. 14 15  16 _____, RPR, MO-CCR, IL-CSR, KS-CCR 17 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR 18 19 20 21 22 23 24 25

CHAIR LABONTE: [29] MR. BUELTER: [5] 2/13 12/10 18/1 18/6 18/11 MR. JAGGI: [6] 2/17 16/14 16/17 17/10 17/12 17/14 MR. LUMLEY: [4] 2/15 16/5 19/17 19/19 MR. O'HALLORAN: [14] 3/9 3/11 3/13 3/15 11/13 12/15 16/21 17/4 17/17 18/4 18/10 18/18 19/11 19/13 MR. POTASHNICK: [1] 2/5 MR. WANG: [4] 2/9 18/16 19/7 19/12 MS. HALL: [1] 2/24 MS. MOORE: [7] 2/19 13/12 14/23 15/1 15/20 15/24 16/9 MS. O'BRIEN: [2] 2/11 11/9 MS. RICHTER: [1] 2/7 MS. WALLER: [1] 2/21	3:30 [1] 15/10 4 4 feet [1] 19/3 41,000 [2] 4/22 6/19 43 [2] 17/12 17/13 4772 [1] 1/23 5 55344 [1] 3/17 56 [1] 15/5 6 6 feet [1] 19/1 63128 [1] 1/24 6545 [1] 3/16 6:00 [1] 1/5 6:02 [1] 2/2 6:39 [1] 20/1 9 90 [1] 15/5 91 [1] 8/5 974-1199 [1] 1/24 A able [3] 16/14 16/25 19/4 about [15] 3/19 4/11 4/18 4/22 5/19 5/20 6/14 6/19 7/11 7/18 7/19 8/22 11/9 18/11 19/1 access [1] 16/25 accommodate [3] 9/25 14/22 19/2 accomplishments [1] 10/21 accurate [1] 20/13 acid [2] 11/14 17/21 across [2] 4/23 5/1 actually [1] 11/18 add [1] 16/11 addition [6] 7/17 8/18 9/4 9/14 11/20 12/20 additional [1] 15/12 Additionally [1] 10/12 address [2] 3/14 16/15 Administrative [1] 1/16 Administrator's [1] 15/13 adults [1] 8/3 after [3] 11/7 12/9 15/6	again [2] 14/4 14/15 ago [1] 4/18 air [2] 8/10 10/12 air-conditioned [1] 10/12 AJ [2] 1/12 18/15 aligns [1] 9/16 all [10] 5/1 7/11 7/25 8/3 12/19 12/20 12/23 16/19 18/13 19/9 allow [1] 10/25 allows [1] 10/23 along [1] 9/1 also [3] 6/13 15/2 17/10 alterations [1] 4/12 another [1] 10/22 answer [3] 3/24 11/5 11/7 answering [1] 7/18 any [14] 3/24 7/18 9/8 9/22 11/5 11/7 12/3 13/3 14/20 15/17 17/24 18/14 18/15 19/16 anyone's [1] 3/5 anything [4] 11/21 16/4 16/7 18/12 anywhere [2] 6/5 8/12 applicant [1] 16/14 application [4] 1/8 13/13 15/15 19/25 appreciate [1] 11/3 approval [5] 6/23 9/5 15/9 15/13 16/11 architectural [1] 14/9 are [17] 4/15 5/1 5/13 5/24 5/24 6/20 7/11 12/11 12/20 13/4 14/11 16/13 16/17 17/19 17/21 18/8 19/8 area [1] 10/15 around [7] 4/20 10/24 11/25 12/1 12/4 12/19 17/24 as [15] 3/24 4/6 4/6 5/5 5/23 6/19 8/21 9/24 10/9 10/9 10/21	12/22 13/18 13/19 14/8 aspects [1] 12/23 associated [2] 3/3 13/15 assuming [1] 16/2 at [11] 2/2 3/4 8/14 15/1 16/9 16/11 16/13 16/23 17/4 17/5 20/1 ATTENDANCE [1] 1/10 Attorney [1] 1/14 aware [1] 8/21 B back [9] 16/4 16/10 17/2 17/2 17/9 17/18 18/3 18/9 19/15 background [2] 4/1 4/19 backhoe [2] 18/17 18/25 backside [1] 14/21 BALLAS [1] 1/3 based [6] 6/3 6/3 7/13 8/22 11/22 16/3 basically [1] 11/17 basis [1] 13/2 be [31] bear [1] 5/21 been [10] 3/20 4/3 4/14 4/17 4/19 4/24 5/8 9/16 10/5 19/22 before [4] 3/20 5/25 6/15 13/8 behind [3] 16/2 16/18 16/20 believe [4] 7/5 14/23 16/9 17/18 Bellerive [6] 3/3 4/13 8/20 13/16 13/17 15/3 benches [2] 9/25 10/24 benefit [1] 7/7 best [1] 5/5 Bethany [3] 1/15 13/10 13/12 better [1] 6/10 between [1] 6/5 beyond [1] 7/2 bigger [2] 11/25 18/19 birthday [1] 8/1 bit [7] 3/19 3/25 5/20 7/19 10/14 10/14 18/8	blue [1] 17/5 body [1] 9/24 Boulevard [1] 3/4 boxes [1] 7/11 brand [2] 5/5 5/20 bring [4] 5/16 6/24 16/25 18/24 bringing [1] 7/7 Buelter [2] 1/13 2/12 build [1] 8/3 building [12] 4/24 12/6 13/22 14/13 14/21 14/24 15/14 16/2 16/4 16/10 16/18 16/20 built [4] 7/20 8/6 9/25 19/1 business [11] 3/1 3/19 4/21 4/24 6/24 6/25 7/2 7/7 7/11 7/18 15/12 businesses [1] 7/15 but [11] 3/25 5/10 9/10 9/22 11/25 12/3 12/11 15/21 16/12 16/15 19/4 buy [1] 6/4 C call [2] 2/1 2/2 called [1] 17/20 can [13] 3/21 5/16 5/20 7/16 8/12 9/24 10/10 10/15 11/4 12/23 14/8 18/17 19/12 captured [1] 17/25 care [1] 12/13 Carl [1] 1/14 case [1] 18/20 cases [1] 18/24 CCR [6] 1/23 1/23 20/16 20/16 20/17 20/17 celebrate [1] 10/21 center [5] 9/2 9/13 14/1 14/10 14/19 certainly [1] 4/16 certified [5] 12/21 12/21 20/8 20/9 20/9 certify [1] 20/10 cetera [1] 12/14 Chair [1] 1/11 changing [4]
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changing... [4] 10/3 10/9 10/11 10/11	condensed [1] 3/18	creating [6] 6/6 6/16 7/21 10/8 12/7 17/22	District [1] 14/3	evaluation [1] 7/9
Charter [1] 19/24	condition [1] 16/11	CREVE [10] 1/2 4/16 5/17 6/24 7/4 7/8 7/12 7/14 9/23 11/2	do [17] 5/9 6/14 7/25 8/1 8/1 9/9 11/10 11/11 12/12 12/13 13/7 14/13 14/17 15/24 16/9 18/3 20/10	evening [3] 3/9 3/10 19/23
checked [1] 7/11	conditional [7] 3/1 4/11 8/18 9/4 13/13 15/2 15/21	CSR [3] 1/23 20/16 20/17	does [7] 12/10 13/24 13/24 14/8 14/9 15/9 16/7	events [1] 8/2
chem [2] 17/6 17/20	conditioned [1] 10/12	currently [7] 4/22 6/20 6/25 7/3 9/19 15/4 16/9	doesn't [1] 11/10	everybody [1] 13/7
chemical [3] 13/1 16/22 17/20	conditions [1] 15/8	curriculum [1] 5/7	doing [1] 18/20	everyone [1] 10/10
chemicals [4] 12/13 13/2 13/3 16/1	conducted [1] 16/20	customer [2] 5/12 8/14	don't [8] 8/1 8/1 10/6 10/13 13/2 14/23 16/1 18/11	example [2] 14/15 16/5
chief [1] 4/2	conformance [1] 15/15	customers [1] 6/4	Documentation [1] 19/20	excited [4] 4/10 4/15 6/23 11/1
child [5] 6/1 6/10 6/17 10/18 10/20	conjunction [1] 9/8	D	does [7] 12/10 13/24 13/24 14/8 14/9 15/9 16/7	exclude [1] 13/24
children [4] 5/14 7/22 8/8 19/5	connect [1] 14/9	dark [1] 17/5	doesn't [1] 11/10	executive [1] 4/2
chlorinated [2] 11/12 11/13	connected [1] 14/2	daughter [1] 10/6	doing [1] 18/20	exhausted [2] 13/5 17/22
chlorine [4] 11/14 11/18 11/18 17/21	consider [1] 11/6	Deborah [3] 1/23 20/7 20/17	don't [8] 8/1 8/1 10/6 10/13 13/2 14/23 16/1 18/11	exhibits [1] 19/19
church [1] 4/21	consistent [1] 6/9	DECEMBER [1] 1/4	done [3] 9/8 14/21 16/9	existing [4] 14/4 14/14 14/19 17/24
city [8] 1/2 1/14 1/15 5/17 13/12 19/21 19/23 19/24	consisting [1] 6/6	deck [5] 3/18 10/14 10/17 10/23 12/4	door [1] 16/23	exists [1] 12/8
city's [1] 7/13	constant [1] 8/10	dedicated [4] 4/24 5/3 5/6 7/8	down [1] 19/1	expand [2] 4/15 7/2
class [3] 5/5 5/7 5/16	construction [1] 6/22	deep [2] 19/3 19/5	downsized [1] 13/20	expanding [1] 6/21
Clerk [1] 19/21	contained [1] 13/3	degree [1] 8/5	drive [3] 1/23 3/17 7/10	expectation [1] 16/19
Cloud [1] 3/17	containment [2] 17/1 17/22	deliveries [1] 16/11	dug [1] 19/1	experience [5] 5/14 6/10 8/7 8/15 10/18
Code [1] 19/23	continue [2] 4/15 7/1	delivers [1] 13/1	dumpsters [1] 18/8	exploring [1] 8/18
COEUR [10] 1/2 4/16 5/17 6/24 7/4 7/8 7/12 7/14 9/23 11/2	corner [2] 17/18 17/19	delivery [4] 16/1 16/5 16/6 16/19	E	extensive [1] 5/25
color [1] 14/18	corporate [1] 5/1	demographics [1] 7/9	earlier [1] 18/8	exterior [1] 13/25
combination [1] 11/14	correct [2] 16/21 18/10	demoing [1] 14/16	Eden [1] 3/17	F
come [2] 3/5 6/4	corrodes [2] 12/7 12/8	depending [1] 18/18	effort [1] 18/25	faces [1] 3/21
comes [2] 8/14 12/11	could [3] 7/7 16/11 17/9	depth [1] 19/3	EIFS [1] 14/18	facilities [8] 4/5 5/11 7/20 8/4 8/17 10/3 12/6 12/17
comfortable [1] 10/10	council [1] 4/9	DESCO [2] 4/7 9/16	employees [2] 5/15 12/18	facility [7] 7/25 8/11 8/14 9/9 9/22 12/23 16/23
coming [1] 12/9	count [1] 15/2	design [1] 10/25	empty [1] 13/18	factors [1] 7/10
Commercial [1] 14/3	COUNTY [1] 20/5	detail [2] 14/9 17/3	encounter [1] 19/10	fall [1] 6/20
COMMISSION [1] 1/1	couple [1] 12/16	developed [1] 5/8	encourage [1] 10/17	families [1] 8/2
committed [1] 7/14	court [4] 1/22 3/7 20/8 20/10	development [2] 1/15 4/6	enhance [1] 16/4	favorably [1] 11/6
community [3] 1/15 7/6 7/17	CPO [1] 12/20	diagram [1] 17/8	enjoying [1] 5/14	feel [1] 10/10
company [1] 12/12	Craig [1] 3/16	different [2] 8/7 12/16	enough [2] 3/22 6/11	feet [3] 8/22 19/1 19/3
completely [1] 5/9	create [12] 5/11 8/9 8/13 8/24 8/24 10/1 10/4 11/15 11/25 13/7 18/19 19/5	differentiate [1] 5/2	enough's [1] 3/22	few [1] 3/20
completion [1] 9/14	create a [1] 10/4	dig [1] 18/17	entails [1] 18/3	fifteen [1] 6/5
Comprehensive [1] 19/24	creates [2] 9/18	director [2] 1/15 4/5	entails or [1] 18/3	file [1] 19/25
			entrance [1] 8/25	fill [1] 17/1
			envelope [1] 11/25	filling [1] 13/18
			environment [23] equipment [6] 8/9 12/14 12/24 12/25 17/6 17/16	final [1] 9/21
			error [1] 13/15	

F	H	17/4 17/8 17/9 17/24 IL [3] 1/23 20/16 20/17 IL-CSR [3] 1/23 20/16 20/17 Illinois [1] 20/9 important [2] 6/13 7/20 improvement [1] 9/19 improvements [1] 8/24 in [81] in-house [1] 12/12 inaudible [5] 3/23 7/9 11/22 17/14 19/14 Inc [1] 1/22 include [1] 13/24 includes [2] 8/5 12/24 indicated [1] 5/23 individual [2] 10/8 10/9 inside [3] 18/17 19/8 19/12 instructor [1] 6/6 instructors [4] 5/24 6/14 7/23 19/4 interior [2] 9/9 19/15 into [7] 3/22 4/17 5/11 10/7 10/10 16/24 19/19 investment [7] 5/11 7/21 7/24 8/9 8/13 8/17 10/2 is [44] islands [1] 8/6 issue [1] 11/25 it [27] it's [16] 4/19 5/7 5/9 6/13 6/17 7/4 7/13 7/20 7/24 10/14 11/13 12/4 14/3 16/7 17/10 19/10 its [3] 7/15 7/15 7/15	Julie [1] 1/11 just [18] 3/18 5/19 5/21 9/11 11/1 11/9 11/17 12/11 14/4 14/15 14/17 14/25 15/8 15/14 15/21 16/1 18/1 18/25	6/1 7/7 8/23 9/7 9/13 9/23 10/3 11/10 12/5 14/11 15/19 16/1 16/5 16/6 16/6 line [2] 9/7 13/25 liquid [3] 11/14 11/18 17/21 list [1] 15/9 listed [1] 17/7 little [7] 3/19 3/25 5/19 7/19 10/14 10/14 18/8 loading [1] 16/17 located [2] 3/3 13/22 location [3] 11/2 13/17 16/7 locations [2] 4/23 6/20 look [9] 3/21 7/1 7/17 9/13 9/22 10/3 14/1 15/1 17/4 looks [1] 9/7 lot [1] 18/21 Louis [5] 1/24 4/14 6/21 12/18 20/5 Lumley [2] 1/14 2/14
G	I	J	L	M
Gatesbury [1] 1/23 General [1] 14/3 generate [1] 11/17 get [10] 6/15 6/17 6/23 8/12 8/15 8/15 11/4 14/1 18/17 18/23 gets [4] 12/3 17/25 19/1 19/1 getting [1] 10/20 give [1] 3/25 glass [1] 18/22 go [3] 5/25 10/7 12/21 goes [1] 17/24 going [12] 3/22 5/18 10/10 14/7 14/15 14/16 14/16 14/18 14/21 18/20 18/21 19/12 Good [2] 3/9 3/10 got [11] 4/25 5/6 9/11 10/12 11/24 11/24 12/15 12/17 17/8 17/23 18/19 Graham [1] 4/6 Grocery [1] 14/6 group [1] 4/25 guess [1] 15/25	had [3] 15/3 18/7 18/24 half [1] 5/19 Hall [4] 1/11 2/3 2/22 2/23 handle [1] 13/3 happy [3] 3/24 4/8 11/7 hard [1] 9/10 has [7] 4/6 5/12 8/21 8/21 9/16 13/20 14/11 haul [2] 18/23 18/23 have [29] having [2] 10/19 10/20 Hawkins [1] 13/1 he [1] 12/18 hearing [6] 1/7 3/1 19/20 20/1 20/11 20/13 heated [1] 19/9 Hello [1] 2/24 help [2] 8/4 8/6 helpful [1] 17/9 helps [1] 11/21 here [16] 2/9 2/11 2/13 2/15 4/8 4/10 5/21 6/21 9/3 9/10 9/23 13/17 14/4 14/7 15/21 17/8 hereby [1] 20/10 Hi [1] 2/23 high [1] 12/11 Hill [1] 6/22 hire [1] 5/23 homegrown [1] 5/7 hopefully [1] 11/6 hoses [1] 16/25 hours [4] 6/15 15/9 15/12 15/19 house [1] 12/12 how [9] 5/9 8/3 8/8 10/24 11/10 11/11 11/11 16/7 18/16 humid [1] 10/15 HVAC [1] 8/9	Jaggi [2] 1/15 2/16 Jason [1] 1/15 joined [1] 4/6 Jon [3] 4/20 4/23 5/8 joy [1] 10/19	K Kansas [1] 20/9 key [2] 7/9 7/10 kids [8] 4/21 4/22 5/10 6/19 8/2 8/2 10/1 10/5 kill [2] 11/21 11/21 kill -- kill [1] 11/21 kind [2] 9/12 17/4 kinds [1] 19/9 know [9] 5/23 6/14 10/6 11/2 12/14 16/1 16/18 18/3 19/9 Korean [1] 19/8 KS [3] 1/23 20/16 20/17 KS-CCR [3] 1/23 20/16 20/17	made [1] 19/23 maintenance [3] 12/10 12/11 12/13 maintenancing [1] 12/24 make [8] 7/21 7/24 8/8 8/12 8/19 8/23 10/2 11/10 makes [1] 11/8 making [1] 8/16 mall [2] 19/9 19/15 manage [1] 12/23 management [1] 12/22 manager [1] 12/17 managers [1] 12/20 Many [1] 10/5 Marjorie [1] 1/14 Mark [1] 4/7 market [7] 4/14 4/16 4/17 4/18 5/3 7/5 12/18 markets [1] 7/3 match [1] 14/14 matching [1] 14/18

M	1/13 1/14 1/15 1/16 2/22 Ms. [6] 2/3 2/6 2/10 2/18 2/20 2/23 Ms. Hall [2] 2/3 2/23 Ms. Moore [1] 2/18 Ms. O'Brien [1] 2/10 Ms. Richter [1] 2/6 Ms. Waller [1] 2/20 much [3] 6/1 7/25 18/24 Muriel [1] 1/11 my [2] 3/11 15/25	6/23 7/6 10/22 12/18 17/20 17/21 19/15 only [2] 12/2 14/10 opening [2] 18/19 18/22 operated [1] 5/1 operation [1] 15/9 operators [1] 12/21 opportunities [1] 7/2 optimal [1] 8/7 or [15] 5/24 9/12 10/7 11/7 11/11 11/12 12/12 14/22 16/4 16/6 16/6 16/7 18/3 18/9 18/12 order [2] 2/2 13/25 Ordinances [1] 19/23 organization [2] 4/3 5/20 other [5] 9/7 13/8 15/25 18/14 19/16 our [33] ourselves [2] 5/2 7/7 out [7] 6/13 7/20 8/11 11/11 18/9 18/21 18/23 over [6] 4/25 5/8 5/21 9/19 11/3 13/6 own [2] 8/24 16/23 owned [1] 5/1	party [1] 13/1 pass [1] 10/21 Pearl [1] 4/7 period [1] 6/4 permit [8] 3/2 4/11 8/19 9/5 13/14 15/2 15/14 15/21 place [1] 14/16 plan [4] 3/3 13/15 18/2 19/24 Planner [2] 1/15 13/12 PLANNING [2] 1/1 20/11 play [1] 5/18 played [1] 5/22 plaza [7] 3/3 4/13 8/20 9/7 13/16 13/17 15/3 please [2] 3/5 3/12 plenty [1] 15/6 plumbing [1] 19/2 plus [1] 5/8 point [3] 6/13 7/20 11/4 pool [21] pools [6] 8/5 8/6 11/19 12/11 19/9 19/12 pops [1] 9/1 portion [3] 14/5 14/7 14/10 possession [1] 19/21 Potashnick [2] 1/12 2/4 Prairie [1] 3/17 presence [1] 7/5 present [7] 2/5 2/7 2/17 2/19 2/21 2/22 13/9 presentation [2] 3/25 11/8 presentations [1] 19/22 previously [1] 13/19 prior [1] 12/8 private [3] 10/4 10/8 10/9 process [1] 12/23 product [1] 5/16 products [1] 16/19 Professional [1] 20/8 professionals [1] 4/25 program [2] 6/3 7/8 programs [1] 5/6 project [3] 6/22 13/24 18/19	proper [1] 13/5 proposal [3] 9/3 15/4 15/4 proprietary [1] 5/9 protect [1] 8/13 protected [2] 12/4 13/4 protecting [1] 11/23 protects [1] 12/2 provide [3] 5/15 5/25 8/7 provided [1] 19/22 public [8] 1/7 3/1 19/20 19/21 19/24 20/1 20/11 20/13 pull [2] 17/9 18/21 purplish [1] 17/5 purpose [2] 7/19 8/6 purposeful [6] 6/16 7/25 8/16 10/8 10/24 12/5 purposely [1] 9/24 put [2] 5/10 15/21
material [3] 14/17 14/18 15/24 materials [2] 9/11 14/14 maximum [1] 19/2 may [2] 7/18 12/9 McLaughlin [4] 1/22 1/23 20/7 20/17 me [3] 5/21 19/10 19/17 mean [2] 12/10 16/10 means [1] 9/22 meet [1] 9/6 meeting [3] 1/1 2/1 4/9 Megan [1] 1/16 memories [1] 10/19 mentioned [3] 6/19 13/18 18/8 Midwest [2] 4/23 5/2 might [1] 16/14 Minnesota [2] 3/17 6/25 minor [2] 3/3 13/15 minute [1] 5/19 minutes [1] 3/22 missing [1] 2/3 mission [1] 7/13 MISSOURI [3] 1/2 20/3 20/8 MO [4] 1/23 1/24 20/16 20/17 MO-CCR [3] 1/23 20/16 20/17 moment [1] 16/13 MONDAY [2] 1/4 15/10 Moore [3] 1/15 2/18 13/12 more [3] 10/14 18/1 18/25 most [1] 8/23 move [2] 2/25 5/21 moved [1] 4/17 moving [1] 8/10 Mr [8] 1/12 1/12 1/13 1/14 1/15 2/4 2/8 5/22 Mr. [3] 2/12 2/14 2/16 Mr. Buelter [1] 2/12 Mr. Jaggi [1] 2/16 Mr. Lumley [1] 2/14 Ms [7] 1/11 1/11	N name [2] 3/11 3/14 nature [1] 11/16 necessary [1] 12/25 need [1] 13/6 needed [1] 16/3 new [6] 1/3 3/1 4/5 11/2 13/20 13/22 nice [2] 8/25 9/18 nine [1] 6/5 NO [3] 1/8 14/23 18/16 normally [1] 15/20 NORTH [1] 1/3 northwest [1] 17/19 not [8] 5/10 9/21 12/2 12/7 16/12 17/8 19/10 19/10 nothing [1] 16/2 notice [1] 19/21 now [3] 2/22 2/25 11/7	P p.m [2] 1/5 20/1 packet [2] 9/11 17/10 page [2] 17/10 17/11 panoramic [1] 9/12 parapets [1] 14/12 parents [3] 5/13 10/13 10/17 parking [5] 15/2 15/3 15/5 15/5 15/6 part [4] 7/16 12/22 13/19 15/20 participate [3] 4/9 10/16 10/18 particular [1] 18/20 parties [1] 8/1 partner [1] 12/5	Q quality [2] 7/16 10/1 quarterly [1] 6/3 quarterly-based [1] 6/3 question [2] 15/25 18/7 questions [10] 3/24 7/18 11/5 11/7 11/9 13/8 15/17 18/14 18/15 19/16 quick [3] 5/18 5/21 9/21 quicker [1] 6/11	
	O O'Brien [2] 1/13 2/10 O'Halloran [2] 3/16 5/22 obvious [1] 7/14 obviously [3] 6/23 7/4 11/24 offer [1] 19/19 officer [1] 4/2 often [1] 11/11 old [1] 10/6 older [1] 5/24 Olive [1] 3/4 on [22] one [8] 5/25	R raised [1] 14/11 re [1] 18/20 re-doing [1] 18/20 Ready [1] 19/17 real [3] 5/3 5/3 5/21 really [3] 4/15 5/15 6/16 rear [4] 16/12 16/23 16/24 17/5 reason [1] 15/18 reasons [1] 5/4 recent [1] 8/23		

R	roof [2] 12/2 14/11	several [3] 9/17 11/4 16/17	started [2] 4/20 6/25	tells [1] 5/19
record [1] 19/20	roofs [1] 14/12	shall [1] 15/16	State [2] 3/11	tenant [1] 13/21
Recording [1] 1/16	room [4] 10/11 10/13 12/24 17/20	Share [2] 10/19 10/19	20/3	tenants [1] 9/7
reduced [1] 20/12	rooms [4] 16/22 17/6 17/18 17/20	she [1] 18/7	statement [1] 7/13	terms [8] 6/16 8/16 9/5 10/3 10/8 10/24 11/23 12/6
reflecting [1] 19/21	RPR [3] 1/23 20/16 20/17	shopping [2] 14/1 14/10	stenographically [1] 20/11	than [2] 6/11 6/11
regarding [1] 19/25	S	Shorthand [1] 20/9	still [1] 19/4	Thank [2] 13/11 17/15
Registered [1] 20/7	safe [4] 5/12 5/12 6/17 13/7	show [1] 14/17	store [2] 14/2 14/6	that [75] that'd [1] 17/9
registration [1] 10/15	saltwater [2] 11/12 11/17	shows [2] 9/12 9/12	storefront [6] 8/19 8/24 9/6 9/6 9/14 18/21	that's [19] 7/1 7/25 11/22 12/18 13/7 13/21 13/22 14/7 14/12 14/18 14/21 15/20 16/2 16/12 16/21 17/23 18/10 18/13 19/22
regular [1] 13/2	same [5] 6/6 6/8 8/15 14/14 18/2	significant [7] 5/11 7/21 7/24 8/9 8/12 9/18 10/2	stores [1] 5/1	their [9] 4/8 5/14 8/23 10/18 11/8 12/22 13/22 16/23 16/25
reinvesting [1] 7/14	samples [1] 14/17	since [5] 4/14 4/17 4/20 16/7 18/20	strictly [1] 8/2	them [3] 4/8 10/18 12/19
relates [1] 5/6	sanitary [1] 11/16	sit [1] 10/15	strip [1] 19/9	then [8] 6/22 10/2 14/7 15/1 15/8 15/12 15/14 18/7
remaining [2] 11/22 14/5	sanitation [1] 11/21	site [3] 3/3 4/11 13/15	structure [2] 12/2 12/8	there [14] 5/13 9/19 10/6 12/3 12/8 14/20 14/20 15/18 16/17 17/1 17/7 17/18 17/24 18/22
remnant [1] 8/22	Saturday [1] 15/11	slide [1] 3/18	submitted [2] 15/15 15/16	there's [9] 8/25 12/1 13/14 15/6 16/2 16/22 17/6 17/17 18/2
remodel [3] 8/23 13/25 14/13	say [1] 11/1	smaller [1] 18/24	success [1] 7/10	these [6] 3/20 4/25 6/14 6/14 14/11 19/8
remodeled [1] 13/20	says [2] 17/5 17/16	snapshot [1] 9/21	suite [4] 3/17 16/24 17/2 17/19	they [15] 3/5 5/25 5/25 6/15 6/15 8/14 8/15 10/15 10/21 12/21 12/23 13/18 16/12 16/13 19/7
remolded [1] 14/8	Schnucks [9] 8/21 13/19 13/20 14/2 14/4 14/5 14/9 16/10 18/4	so [36] 4/11 8/19 8/22 8/24 11/9 14/1 15/8 18/24	super [1] 4/10	They'd [1] 16/25
replaced [1] 11/11	Schnucks' [1] 16/3	some [9] 4/11 4/11 8/19 8/22 8/24 11/9 14/1 15/8 18/24	Supervisor [1] 1/16	they'll [2] 13/22 15/5
report [2] 17/14 19/22	school [13] 3/2 3/16 3/23 4/1 4/3 4/5 4/19 6/2 9/1 13/14 13/21 19/14 19/14	sometimes [1] 3/21	Supervisor/Record ing [1] 1/16	they're [6] 6/5 6/6 6/7 10/20 10/20 14/15
report for [1] 17/14	schoools [1] 12/19	sorry [1] 13/14	support [3] 4/8 8/4 8/6	things [1] 12/16
reported [1] 20/10	screen [1] 9/10	space [9] 4/12 8/22 9/20 13/18 13/18 13/21 16/3 18/3 18/4	sure [5] 3/15 9/11 11/10 16/12 17/8	think [11] 5/5 5/16 6/13 7/4 7/11 7/16 7/20 9/17 11/2 16/14 19/13
reporter [5] 3/8 20/8 20/8 20/9 20/10	screening [1] 18/12	spaces [2] 15/5 15/6	surplus [2] 15/3 15/5	thinks [1] 9/17
Reporting [1] 1/22	sealed [1] 13/4	spas [1] 19/8	Susan [2] 4/20 4/24	third [1] 13/1
require [1] 15/4	secondary [3] 11/20 17/23 17/25	speakers [1] 3/7	swim [22]	this [43]
residents [1] 7/15	Secretary [1] 1/16	speaking [1] 3/5	switch [1] 6/11	Thomas [1] 1/13
rest [4] 9/1 9/6 13/25 14/11	see [8] 3/21 9/10 9/24 14/8 15/22 15/24 17/6 19/12	specific [1] 15/19	sworn [2] 3/6 3/7	
restroom [2] 10/7 10/7	seeking [1] 9/5	specified [1] 15/19	system [1] 11/21	
restrooms [1] 10/9	seen [1] 19/7	spending [1] 11/3	systems [1] 11/17	
retained [1] 18/5	separate [3] 16/7 16/22 17/17	spoils [1] 18/23	T	
retarder [1] 12/1	separately [1] 17/22	square [3] 3/2 4/12 8/22	take [1] 12/13	
review [1] 15/16	services [3] 1/22 12/19 16/19	SS [1] 20/4	taking [1] 18/25	
Rhonda [1] 1/13	set [1] 6/4	St [2] 1/24 20/5	talk [1] 4/10	
Richter [2] 1/14 2/6	seventeen [1] 4/3	St. [3] 4/14 6/21 12/18	talked [1] 7/19	
rid [1] 14/1	seventy [1] 6/14	St. Louis [3] 4/14 6/21 12/18	tank [4] 17/23 17/23 17/25 17/25	
right [2] 19/8 19/8		staff [5] 11/3 11/7 13/9 17/14 19/22	targeting [1] 4/17	
right in [1] 19/8		stairs [1] 9/25	taught [1] 4/22	
ROAD [1] 1/3		stalls [1] 10/9	teach [3] 5/9 8/1 8/2	
Robb [1] 4/6		stand [1] 19/4	teacher [2] 6/8 6/18	
Rock [1] 6/22		start [1] 2/2	teachers [1] 6/12	
roll [1] 2/2			teaching [1] 6/19	
			tell [1] 3/18	

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AN ORDINANCE AMENDING TABLE A: PERMITTED AND CONDITIONAL USES OF THE ZONING CODE OF THE CITY OF CREVE COEUR, MISSOURI TO ALLOW FOR CHILD AND YOUTH SERVICES (NAICS 624110) AS A PERMITTED USE IN THE GC-GENERAL COMMERCIAL DISTRICT

WHEREAS, an application by David Hutkin, of Hutkin Properties, on behalf of the owner of 1100 N. Lindbergh Boulevard, was submitted for a text amendment to the zoning code to allow Child and Youth Services (NAICS 624110) as a permitted use in the GC-General Commercial District; and

WHEREAS, such uses are not currently allowed within the GC General Commercial District; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 19, 2022, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, and,

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 19, 2022; and,

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

WHEREAS, the City Council 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: The following individual line item in Section 405.210 Table A Permitted and Conditional Uses shall be amended to read as follows, while all other parts of Table A shall remain unchanged:

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
624110	Child and Youth Services							P					P	P	P

BILL NO. 6049

ORDINANCE NO. _____

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

ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#22-034: TEXT AMENDMENT TO MODIFY TABLE A: PERMITTED AND
CONDITIONAL USES OF THE ZONING ORDINANCE TO ALLOW NAICS
USE CODE 624110, CHILD AND YOUTH SERVICES, IN THE “GC”
GENERAL COMMERCIAL DISTRICT**

FOR THE MEETING OF: Monday, December 19, 2022, 6:00 P.M.

LOCATION: GC-General Commercial District, city-wide

REQUEST: David Hutkin, of Hutkin Properties Group, on behalf of Metro Creve Coeur LLC, property owner, has submitted a Text Amendment application to revise Table A: Permitted and Conditional Uses of the Zoning Ordinance, Chapter 405, to allow Child and Youth Services, NAICS Use Code 624110, as a permitted use within the “GC”-General Commercial District. This industry comprises of establishments primarily engaged in providing nonresidential social assistance services for children and youth. These establishments provide for the welfare of children in such areas as adoption and foster care, drug prevention, life skills training, and positive social development. If approved, Foster and Adoptive Care Coalition of Greater St. Louis intends to purchase and occupy the building located at 1100 N. Lindbergh Boulevard, Creve Coeur, MO 63132, within the GC-General Commercial District.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance require a public hearing and review by the Planning and Zoning Commission with final approval by the City Council.

APPLICANT: David Hutkin
Hutkin Properties Group
10829 Olive Boulevard
St. Louis, MO 63141

REPORT PREPARED BY: Bethany L. Moore, City Planner
DATE: December 12, 2022
ATTACHMENTS: Draft Ordinance

Key Issues:

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

Zoning Code References

- Section 405.360 “GC” General Commercial District
- Section 405.450 Permitted Uses

BACKGROUND AND REQUEST

NAICS 624110, Child and Youth Services, comprises establishments primarily engaged in providing nonresidential social assistance services for children and youth. These establishments provide for the welfare of children in such areas as adoption and foster care, drug prevention, life skills training, and positive social development. Examples of this type of use include adoption agencies, non-recreational youth centers, child guidance and youth self-help organizations and foster care placement services.

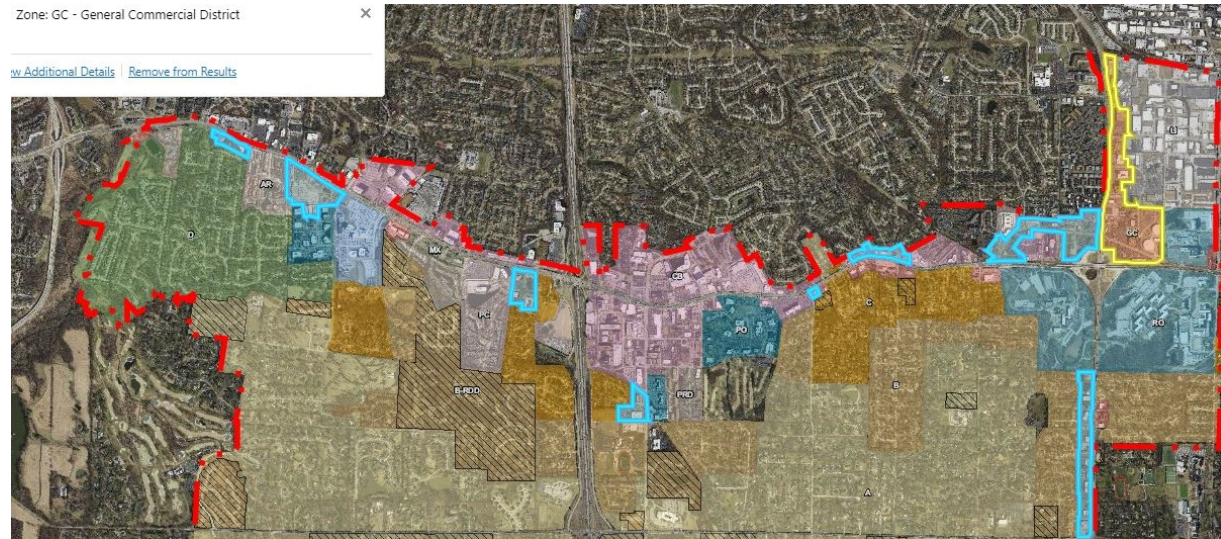


Figure 1: Zoning Map section showing GC-General Commercial District properties, highlighted in light blue and yellow.

The Applicant, Hutkin Properties Group, has signed a letter of intent with Foster Care Coalition of Greater St. Louis, Inc for Foster and Adoptive Care Coalition (FACC) to purchase and occupy the property at 1100 N. Lindbergh Boulevard within the “GC” district. FACC is a not-for profit that provides non-residential services directed towards finding families for children in foster care and supporting families that care for the foster children. FACC has outgrown their current location in Brentwood and is looking to occupy the property at 1100 N. Lindbergh. FACC would primarily use the property for office space, training and meeting rooms. This use is similar to other uses permitted in “GC” such as NAICS 624190 Other Individual and Family Services and NAICS 813319 Other Social Advocacy Organizations which are both permitted uses in GC.

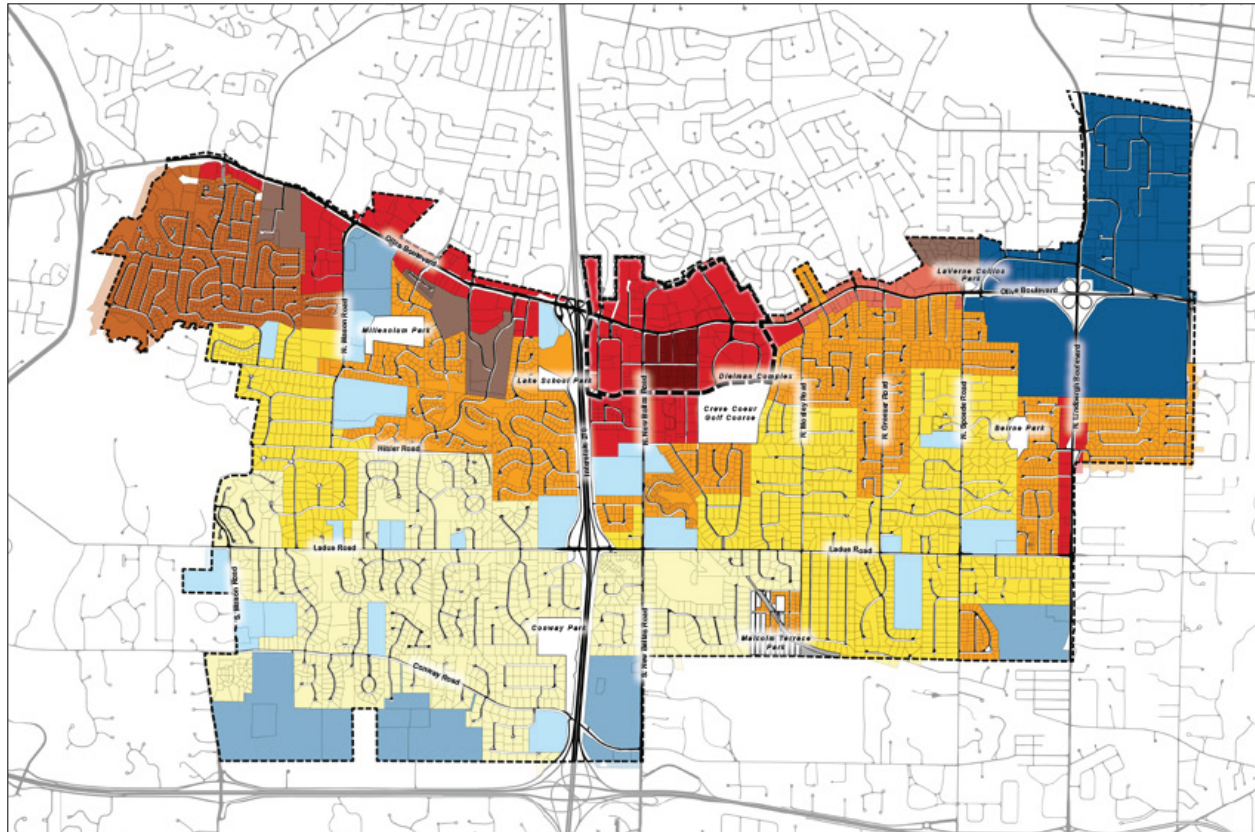
Table A of the City’s permitted and conditional uses list Child and Youth Services, as a permitted use in the PH-Planned Hospital, CB-Core Business and LI-Light Industrial Districts. As the applicants have indicated, similar uses, like those mentioned above, are Permitted in GC. Applicants are seeking to include the use as a Permitted use in the GC District. If approved, they would then occupy the space at 1100 N. Lindbergh Boulevard.

COMPREHENSIVE PLAN REVIEW

Properties zoned “GC”General Commercial District fall within several Community Place Type Districts as identified in the *Creve Coeur 2030 Comprehensive Plan*. GC-zoned properties are located within the Mixed-Use District (MU), Neighborhood Commercial District (NC), and Mixed-Use Innovation Campus District (MUIC) Community Place Types (p. 58-59). Community Place Types represent the geographic framework for the plan to guide the appropriate physical development within specific areas of the City (p.54).

The MU District and the MUIC District hold the majority of the “GC” districts with only a very small area being included in the NC district. The Mixed-Use District supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential on large development sites with centralized parking lots and the Mixed-Use

Innovation Campus District is intended for the development of specialized office, laboratory, institutional, and research buildings for high-tech and biotech industries, supported by vibrant, ground floor mixed-use development, multi-family housing, and other community amenities. The current proposal is considered a community service use and, as such, is supported by the Comprehensive Plan recommendations within the Mixed-Use District Place Type. The properties along North Lindbergh, north of Olive Boulevard, located within the MUIC Place Type and are zoned GC; however, this area functions as a transitional area within the GC District from the LI-Light Industrial zoning to the east with a broad range of uses from distribution, auto dealers, offices and storage.



ZONING REVIEW

The “GC” General Commercial district is intended to accommodate by site development plan approval convenience retail shopping and services and offices which are freestanding or part of small scale planned commercial developments and which are compatible in scale and intensity of use with adjacent residential uses. Staff reviewed the existing list of permitted uses for “GC,” in Table A, and compared the Permitted and Conditional uses in the district to the proposed use. There are several uses that are permitted uses in “GC” that are a similar use to the proposed Child and Youth Services.

The similar uses of “Services for the Elderly and Persons with Disabilities” and “Other Individual and Family Services” are both Permitted uses in CB and GC while “Child and Youth Services” is only Permitted in “CB.” Given the similarities to the uses and the districts, it does not appear that a zoning conflict would arise from allowing Child and Youth Services as a permitted use in “GC” and that it would be a compatible use for the district as a permitted use and it will not be dissimilar or disruptive to the existing uses.

If approved, Table A (permitted and conditional uses) would be revised as follows:

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
6241100	Child and Youth Services							P					<u>P</u>	P	P

CONCLUSION AND ACTION

The proposed use, Child and Youth Services, would be an appropriate addition to the list of Permitted and Conditional uses allowed in the “GC” District based on the currently allowed uses in the district and review of the districts where NAICS 624110 is currently allowed as a permitted use.

MOTION

If the Planning and Zoning Commission believes the proposed change to Table A for the “GC”-General Commercial District is appropriate, the following would be a suitable motion for this application:

“I move to recommend approval of the text amendment to modify the list of Permitted and Conditional Uses in Table A for the “GC”-General Commercial District to allow NAICS 624110, Child and Youth Services as shown on the attached draft ordinance as part of Application 22-034 at the meeting of December 19, 2022.”

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.

HUTKIN PROPERTIES GROUP, L.L.C.

November 2, 2022

By E-Mail: jjagi@crevecoeurmo.gov

Jason W. Jaggi, AICP
Director of Community Development
City of Creve Coeur, Missouri
300 North New Ballas Road
Creve Coeur, MO 63141

Re: Text Amendment Application of Metro Creve Coeur, LLC regarding property located at 1100 N. Lindbergh Blvd., Creve Coeur, MO, seeking to designate Child and Youth Services (Use Code 624110) as a Permitted Use in the General Commercial Zoning District to enable Foster and Adoptive Care Coalition to acquire and occupy the property

Dear Mr. Jaggi:

This letter accompanies the Text Amendment Application of Metro Creve Coeur, LLC (Metro Creve Coeur) regarding the property that Metro Creve Coeur owns at 1100 N. Lindbergh Blvd (Property). The Property consists of an approximately 3.3 acre parcel improved by an approximately 54,180 square foot office building.

Metro Creve Coeur signed a letter of intent with Foster Care Coalition of Greater St. Louis, Inc., d/b/a Foster and Adoptive Care Coalition (FACC), providing for FACC to purchase and occupy the Property. FACC is a not-for-profit corporation that provides non-residential services directed toward finding families for children in foster care and supporting the foster/adoptive/guardianship families who care for the foster children.¹ FACC's current facility is located at 1750 South Brentwood Blvd. in Brentwood, MO, which it has happily occupied since May of 2010. FACC has outgrown its current facility, which is why it seeks to acquire and occupy 1100 N. Lindbergh Blvd.

The Property is located in Creve Coeur's General Commercial Zoning District. FACC's primary activities fall under Use Code 624110-Child and Youth Services of the Creve Coeur Zoning Code, which is defined by NAICS as "establishments primarily engaged in providing nonresidential social assistance services for children and youth. These establishments provide for the welfare of children in such areas as adoption and foster care, drug prevention, life skills training, and positive social development."² Use Code 624110-Child and Youth Services is neither a permitted nor conditional use within the General Commercial Zoning District.

10829 Olive Blvd., Suite 200
St. Louis, Missouri 63141
Telephone: (314) 872-9140 Facsimile: (314) 872-9001

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PLANNING DEPT.

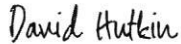
Jason W. Jaggi, AICP
November 2, 2022
Page 2

Currently, FACC employs a staff of 94 people and expects to grow to approximately 160 people within 5 years. FACC would primarily use the Property for office space for its staff, training and meeting rooms for families who take on the responsibility of foster children, and operating its resale store. As mentioned above, no one would be housed at FACC's facility. FACC's uses are the same types of activities (i.e., office, training and meetings) as other not-for profit organizations, whose uses are permitted uses in the General Commercial Zoning District, albeit for different segments of the population. For example, organizations that fall under Use Code 624190-Other Individual and Family Services³, and under Use Code 813319 Other Social Advocacy Organizations⁴, are Permitted Uses within the General Commercial Zoning District, when their activities for zoning purposes are essentially the same (i.e., office, training, and meetings) as FACC.

There are other non-residential, social service organizations that operate in close proximity to FACC; namely, (i) National Council of Jewish Women located at 295 N. Lindbergh, (ii) The American Red Cross located adjacent to the Property at 10195 Corporate Square, and (iii) Presbyterian Children's Home & Services and Every Child's Hope, both located at 1220 N. Lindbergh Blvd. (and which provide social, psychological, and educational services to children and families). Accordingly, FACC's occupancy of 1100 N. Lindbergh would be consistent with the current character of the area of the General Commercial Zoning District in which the Property is located.

For the above reasons, Metro Creve Coeur respectfully submits that the text of Creve Coeur's Zoning Ordinance should be amended to allow not-for-profit organizations like FACC, whose activities fall under Use Code 624110-Child and Youth Services, to operate in the General Commercial Zoning District as a permitted use.

Very truly yours,

DocuSigned by:

E758B68B11434E2
David S. Hutkin

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Footnotes

¹ As a source of funding for its mission, FACC also operates a resale store at its facility.

² FACC's secondary use activities, its resale store, would be a permitted use in the General Commercial Zoning District under 453310-Used Merchandise Stores.

³ Use Code 624190-Other Individual and Family Services is defined by NAICS as "establishments primarily engaged in providing nonresidential individual and family social assistance (except those specifically directed toward children, the elderly, persons diagnosed with intellectual or development disabilities, or persons with disabilities)".

⁴ Use Code 813319-Other Social Advocacy Organizations is defined by NAICS as "establishments primarily engaged in social advocacy (except human rights and environmental protection, conservations, and wildlife preservations)."

AN ORDINANCE LEVYING AN ADDITIONAL SALES TAX ON SALES OF ADULT USE MARIJUANA AND CALLING AN ELECTION FOR VOTER APPROVAL OF SUCH TAX.

WHEREAS, on November 8, 2022, the people of Missouri enacted an amendment to the Missouri Constitution relating to the legalization, regulation and taxation of adult use marijuana; and

WHEREAS among the provisions enacted by the people was Section 2.6(5) of Art. XIV of the Missouri Constitution which authorizes the governing body of any local government to impose an additional sales tax in an amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in the political subdivision in addition to any and all other tangible personal property retail sales tax allowed by law if approved by the voters of the political subdivision at a municipal, county or state general, primary or special election; and

WHEREAS, the City Council has determined that it is in the best interests of the people of Creve Coeur to act in accord with the authority which the voters of Missouri granted and offer voters of the City the opportunity to approve such additional sales tax; and

WHEREAS, the City Council has also determined that the best use of such additional tax revenues would be to devote same to the advancement of public safety, with such additional tax revenues to be deposited in the City's Public Safety Fund;

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

Section One. *Conditional Levy of Tax.* If approved by the voters as hereinafter provided, there is imposed an additional sales tax for the purpose of public safety in an amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana sold in the City in addition to any and all other tangible personal property retail sales tax allowed by law.

Section Two. *Calling an Election.* At the general municipal election to be held on April 4, 2023, the following proposition shall be submitted to the voters of the City:

Proposition M

Shall the City of Creve Coeur be authorized to impose an additional sales tax for the limited purpose of public safety in an amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in the City?

YES ☐

NO ☐

Section Three. *Election Administration.* The City Clerk and other administrative officers of the City are hereby authorized and directed to do all things necessary to certify the proposition specified herein to the election authority for submission to the voters at the April 4, 2023, general municipal election.

Section Four. *Notice of Tax Levy.* If a majority of the votes cast are in favor of the proposition the City Clerk and other administrative officers of the City are authorized and directed within ten days after receipt of the certified election results to forward to the Missouri Director of Revenue by United States registered mail or certified mail a certified copy of this Ordinance and the election

BILL NO. 6050

ORDINANCE NO. _____

results in accord with the provisions of Sec. 32.087, RSMo., and to do all things necessary or prudent to effectuate the levying and collection of the tax provided herein and account for revenues provided thereby, including by depositing such revenues into the City's Public Safety Fund.

Section Five. *Effective Date.* This Ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter. In accord with the provisions of Sec. 32.087.2, RSMo., the tax levied hereby shall become effective on the first day of the second calendar quarter after the Director of Revenue receives notice of adoption of the tax and shall be imposed on all transactions on which the tax is applicable pursuant to Art. XIV, Section 2.6(5) of the Missouri Constitution.

ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

BILL NO. 6051

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL OF THE CITY OF CREVE COEUR AND AMENDING RELATED ORDINANCES.

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual, and

WHEREAS, changes in law and circumstances require updates to that Manual,

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

SECTION 1: The Personnel Procedures Manual dated January 1, 2023 is hereby amended effective as of _____, 2023 by incorporating the changes set forth in Exhibit A hereto and Section 130.010.A of the Code of Ordinances shall be amended to read as follows:

A. The Personnel Procedures Manual, as previously adopted and amended, is hereby further amended and restated by adopting the new version dated _____, 2023 contained in Exhibit A to Ordinance No. _____, which is on file in the City offices and incorporated herein by this reference.

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

ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH MARTINICH
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



To: Mayor, City Council
CC: Mark Perkins, City Administrator; Carl Lumley, City Attorney
From: Sharon Stott, Assistant City Administrator
Date: January 5, 2023
Re: Personnel Policy and Procedures Manual Update Effective on or after January 1, 2023

The City Administrator's Office and the City Attorney have developed updates to the City Personnel Policy and Procedures Manual (the Manual) for review and approval by the City Council. Updates are made to provide clarification to employees of existing city policies, document any policy changes, make minor edits, and/or bring the manual up-to-date with current laws. The last update to the Personnel Policy and Procedures Manual went into effect January 1, 2023.

The primary reason for this revision to the manual was to address a policy conflict existing between a long-standing City policy and that of the St. Louis Areas Insurance Trust (SLAIT). Creve Coeur has been a SLAIT member since 2009 and is one of 21 agencies that pool for group health insurance benefits. Section 15.3.c. of the Manual outlined a one-time re-enrollment option for retirees whereby if health insurance coverage after retirement was terminated, a one-time re-enrollment option is permitted prior to Medicare eligibility at age 65. However, the SLAIT policy permits a one-time re-enrollment option only during normal open enrollment which is held in June annually; therefore the policy is changed to reflect this limitation. All retirees eligible to maintain the City's health insurance are currently enrolled in coverage and will be notified of the policy change for future reference.

In addition, with the statewide comprehensive legalization of marijuana in November 2022, minor edits were made to sections 17 and 18 to better clarify the City's existing drug free policy for all employees (Section 17) and those specific to commercial motor vehicle drivers (Section 18). At no time may a Creve Coeur employee be in possession or under the influence of illegal drugs or controlled substances while at work. There are more restrictive, Federally-mandated guidelines for drivers of commercial motor vehicles and those remain essentially unchanged regardless of state law changes.

Below summarizes the proposed revisions:

- Title Page/Table of Contents
 - Revision date, new ordinance and repagination apply.
- Section 1 – Legislative History of Revisions
 - Denotes sections added or changed.

- Section 11.14.2 – Sick Leave Administration
 - Added approval of use of Sick Leave must be approved by the Director “or appointed designee(s)” which may include division heads or direct supervisors approving use of sick leave for doctor’s appointments or other medical procedures during normal business hours.
- Section 15.3.c – One-Time Re-Enrollment Option
 - Changed to comply with SLAIT health insurance policy regarding re-enrollment once coverage has been dropped post retirement to reflect a re-enrollment is only available during the City’s regular open enrollment period held in June annually.
- Section 17 – Policy Against Substance Abuse
 - Minor clarifications to existing policy.
- Section 18 – Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles
 - Minor clarifications to existing policy.

Please let me or City Attorney Carl Lumley know if you have any questions.

Attachment:

Redlined Version of City of Creve Coeur Personnel Policy and Procedures Manual dated 1/1/2023



CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL

January ??1, 2023

Ordinance #5813????

Mark C. Perkins
City Administrator

TABLE OF CONTENTS

INTRODUCTION.....	1
SECTION 1 PURPOSE.....	2
SECTION 2 DEFINITIONS	7
SECTION 3 ADMINISTRATION OF RULES	9
3.1 RESPONSIBILITY FOR ADMINISTRATION.....	9
3.2 DEPARTMENTAL RULES AND PROCEDURES	9
3.3 PERSONNEL APPEALS BOARD	9
3.4 APPLICABILITY.....	9
3.5 ELIGIBILITY FOR USE OF LEAVE, HOLIDAYS, AND OTHER BENEFITS	9
3.6 APPOINTING AUTHORITY	10
3.7 MANAGEMENT RIGHTS	10
3.8 ADMINISTRATIVE RULES AND PROCEDURES.....	10
3.9 INTERPRETATION.....	11
SECTION 4 CLASSIFICATION PLAN	12
4.1 CLASSIFICATION OF POSITIONS.....	12
4.2 JOB EVALUATION.....	12
4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS.....	12
4.4 RECLASSIFICATION	12
SECTION 5 PAY PLAN	14
5.1 ESTABLISHMENT OF THE PLAN.....	14
5.2 ADMINISTRATION OF THE PAY PLAN	14
5.3 NEW EMPLOYEE PLACEMENT	14
5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS	15
5.5 MERIT INCREASES	15
5.6 FREQUENCY OF MERIT INCREASE	16
5.7 LONGEVITY PAY.....	16
5.8 PERFORMANCE MANAGEMENT	16
5.9 CALCULATION OF PAY RATES	17
5.10 DIRECT DEPOSIT.....	18
SECTION 6 QUALIFICATIONS FOR EMPLOYMENT	19
6.1 MERIT PHILOSOPHY	19

6.2	EQUAL OPPORTUNITY	19
6.3	NEPOTISM.....	20
6.4	RESIDENCY REQUIREMENTS	20
6.5	PERSONAL CONDUCT	21
SECTION 7 APPOINTMENTS AND VACANCIES		22
7.1	FILLING OF POSITIONS	22
7.2	EMERGENCY APPOINTMENTS.....	22
7.3	PUBLICITY.....	22
7.4	APPLICANT SCREENING PROCESS.....	23
7.5	INTER-DEPARTMENT TRANSFERS	23
7.6	REEMPLOYMENT OF A FORMER CITY EMPLOYEE	23
7.7	LAID OFF/DEMOTED EMPLOYEES	24
7.8	PART TIME/TEMPORARY/SEASONAL APPOINTMENTS.....	24
7.9	PROMOTIONS	24
7.10	GENERAL EXAMINATION PROVISIONS	24
7.11	PROBATIONARY PERIOD	25
7.12	TERMINATION DURING PROBATION	26
SECTION 8 HOURS OF WORK AND ATTENDANCE		27
8.1	HOURS OF WORK.....	27
8.2	SCHEDULING HOURS OF WORK.....	27
8.3	ATTENDANCE.....	27
8.4	ABSENCE WITHOUT LEAVE.....	27
8.5	OVERTIME.....	27
8.6	BOARDS AND COMMISSION MEETINGS	29
8.7	PUNCTUALITY AND REGULAR ATTENDANCE	29
8.8	PREMIUM PAY	29
8.9	POSITIONS EXEMPT FROM OVERTIME	30
SECTION 9 SEPARATION FROM EMPLOYMENT		32
9.1	TERMINATION DATE	32
9.2	RESIGNATION.....	32
9.3	DISABILITY	32
9.4	TERMINATION	33
9.5	RETURN OF CITY PROPERTY	33

9.6	REPAYMENT OF EDUCATIONAL BENEFITS	33
9.7	LAYOFF/REDUCTION OF WORK.....	33
9.8	ORDER OF LAYOFF AND RECALL	34
9.9	DEATH OF AN EMPLOYEE	34
SECTION 10	HOLIDAYS.....	35
10.1	SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES	35
10.2	PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY	35
10.3	HOLIDAY ON A SCHEDULED WORK DAY	35
10.4	SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS	35
10.5	HOLIDAY BONUS PAY AND OVERTIME	36
10.6	PERSONAL HOLIDAY.....	36
SECTION 11	LEAVE SYSTEM.....	38
11.1	POLICY AND DEFINITIONS.....	38
11.2	ELIGIBILITY FOR LEAVE.....	39
11.3	VACATION	39
11.4	SICK LEAVE.....	42
11.5	OCCUPATIONAL INJURY OR ILLNESS LEAVE.....	45
11.6	RESTRICTED WORK.....	47
11.7	FAMILY AND MEDICAL LEAVE	48
11.8	BEREAVEMENT LEAVE	50
11.9	JURY LEAVE	50
11.10	MILITARY LEAVE	51
11.11	VOTING TIME.....	58
11.12	LEAVE OF ABSENCE.....	58
11.13	PROCEDURE FOR REQUESTING LEAVE OF ABSENCE.....	58
11.14	BENEFITS WHILE ON LEAVE.....	59
11.15	UNPAID LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE	60
SECTION 12	COUNSELING AND DISCIPLINE	67
12.1	COMMUNICATION OF RULES	67
12.2	PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS	67
12.3	INVESTIGATION AND REPORT	68
12.4	GROUND FOR DISCIPLINARY ACTION	68
SECTION 13	PERSONNEL DISCIPLINARY RECONSIDERATION AND APPEALS	69

13.1	RECONSIDERATION OF DISCIPLINARY ACTION BY THE CITY ADMINISTRATOR	69
13.2	SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD	69
13.3	PROCEDURAL REVIEW MEETING	70
13.4	HEARING	70
13.5	BOARD ACTIONS DURING PENDING INVESTIGATIONS	74
SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE		75
14.1	POLICY	75
14.2	DEFINITION	75
14.3	EXCLUSIONS	75
14.4	PROCEDURE TO RESOLVE COMPLAINTS	75
SECTION 15 FRINGE BENEFITS		77
15.1	GENERAL DESCRIPTION	77
15.2	RETIREMENT PLANS AND DEFERRED COMPENSATION	77
15.3	HEALTH INSURANCE COVERAGE UPON RETIREMENT	77
15.4	PROFESSIONAL DUES	81
15.5	TRAINING AND CONFERENCE ATTENDANCE	81
15.6	TUITION REIMBURSEMENT PROGRAM	81
15.7	UNIFORMS AND CLOTHING MAINTENANCE	82
15.8	SOCIAL SECURITY	82
15.9	USE OF AUTOMOBILES	82
15.10	MEDICAL BENEFIT REIMBURSEMENT	82
15.11	CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE	83
15.12	SPOUSAL HEALTH INSURANCE SURCHARGE	83
SECTION 16 EMPLOYEE RELATIONS		85
16.1	EMPLOYEE SUGGESTIONS	85
16.2	EMPLOYEE APPEARANCE	85
16.3	OUTSIDE EMPLOYMENT	85
16.4	ETHICAL CONDUCT	85
16.5	POLICY AGAINST HARASSMENT	86
16.6	COMMUNITY RELATIONS	88
16.7	EMPLOYEE SAFETY	88
16.8	PERSONNEL RECORDS	89
16.9	PAYROLL DEDUCTIONS	89

16.10	REPORT CHANGE OF ADDRESS.....	90
SECTION 17 POLICY AGAINST SUBSTANCE ABUSE		91
17.1	POLICY STATEMENT.....	91
17.2	LEGAL DRUGS (excluding alcohol).....	92
17.3	ILLEGAL DRUGS.....	92
17.4	ALCOHOL.....	93
17.5	PRE-EMPLOYMENT SCREENING	93
17.6	POST-HIRING TESTING	95
17.7	TESTING PROCEDURES.....	95
17.8	REHABILITATION.....	96
17.9	VOLUNTARY DISCLOSURE.....	97
17.10	EDUCATION AND TRAINING	97
17.11	CONFIDENTIALITY OF RECORDS	98
SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES.....		99
18.1	PURPOSE.....	99
18.2	APPLICABILITY.....	99
18.3	DEFINITIONS	99
18.4	POLICY ADMINISTRATOR.....	101
18.5	ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS.....	101
18.6	CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS.....	103
18.7	EMPLOYEE ASSESSMENT.....	106
18.8	REHABILITATION	107
18.9	EDUCATION AND TRAINING.....	107
18.10	CONFIDENTIALITY OF RECORDS.....	107
18.11	REFERENCE	109
SECTION 19 REPEAL AND AMENDMENT.....		110
INTRODUCTION.....		1
SECTION 1 PURPOSE		2
SECTION 2 DEFINITIONS.....		7
SECTION 3 ADMINISTRATION OF RULES		9
3.1	RESPONSIBILITY FOR ADMINISTRATION.....	9
3.2	DEPARTMENTAL RULES AND PROCEDURES	9

3.3 — PERSONNEL APPEALS BOARD	9
3.4 — APPLICABILITY.....	9
3.5 — ELIGIBILITY FOR USE OF LEAVE, HOLIDAYS, AND OTHER BENEFITS	9
3.6 — APPOINTING AUTHORITY	10
3.7 — MANAGEMENT RIGHTS	10
3.8 — ADMINISTRATIVE RULES AND PROCEDURES.....	10
3.9 — INTERPRETATION.....	11
SECTION 4 CLASSIFICATION PLAN.....	12
4.1 — CLASSIFICATION OF POSITIONS.....	12
4.2 — JOB EVALUATION.....	12
4.3 — DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS.....	12
4.4 — RECLASSIFICATION	12
SECTION 5 PAY PLAN.....	14
5.1 — ESTABLISHMENT OF THE PLAN.....	14
5.2 — ADMINISTRATION OF THE PAY PLAN	14
5.3 — NEW EMPLOYEE PLACEMENT	14
5.4 — PROMOTIONS, DEMOTIONS AND TRANSFERS	15
5.5 — MERIT INCREASES	15
5.6 — FREQUENCY OF MERIT INCREASE	16
5.7 — LONGEVITY PAY	16
5.8 — PERFORMANCE MANAGEMENT.....	16
5.9 — CALCULATION OF PAY RATES	17
5.10 — DIRECT DEPOSIT.....	18
SECTION 6 QUALIFICATIONS FOR EMPLOYMENT.....	19
6.1 — MERIT PHILOSOPHY	19
6.2 — EQUAL OPPORTUNITY	19
6.3 — NEPOTISM.....	20
6.4 — RESIDENCY REQUIREMENTS.....	20
6.5 — PERSONAL CONDUCT	21
SECTION 7 APPOINTMENTS AND VACANCIES.....	22
7.1 — FILLING OF POSITIONS	22
7.2 — EMERGENCY APPOINTMENTS.....	22
7.3 — PUBLICITY.....	22

7.4	APPLICANT SCREENING PROCESS.....	23
7.5	INTER-DEPARTMENT TRANSFERS.....	23
7.6	REEMPLOYMENT OF A FORMER CITY EMPLOYEE.....	23
7.7	LAI D OFF/DEMOTED EMPLOYEES.....	24
7.8	PART TIME/TEMPORARY/SEASONAL APPOINTMENTS.....	24
7.9	PROMOTIONS.....	24
7.10	GENERAL EXAMINATION PROVISIONS.....	24
7.11	PROBATIONARY PERIOD.....	25
7.12	TERMINATION DURING PROBATION.....	26
	SECTION 8 HOURS OF WORK AND ATTENDANCE.....	27
8.1	HOURS OF WORK.....	27
8.2	SCHEDULING HOURS OF WORK.....	27
8.3	ATTENDANCE.....	27
8.4	ABSENCE WITHOUT LEAVE.....	27
8.5	OVERTIME.....	27
8.6	BOARDS AND COMMISSION MEETINGS.....	29
8.7	PUNCTUALITY AND REGULAR ATTENDANCE.....	29
8.8	PREMIUM PAY.....	29
8.9	POSITIONS EXEMPT FROM OVERTIME.....	30
	SECTION 9 SEPARATION FROM EMPLOYMENT.....	32
9.1	TERMINATION DATE.....	32
9.2	RESIGNATION.....	32
9.3	DISABILITY.....	32
9.4	TERMINATION.....	33
9.5	RETURN OF CITY PROPERTY.....	33
9.6	REPAYMENT OF EDUCATIONAL BENEFITS.....	33
9.7	LAYOFF/REDUCTION OF WORK.....	33
9.8	ORDER OF LAYOFF AND RECALL.....	34
9.9	DEATH OF AN EMPLOYEE.....	34
	SECTION 10 HOLIDAYS.....	35
10.1	SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES.....	35
10.2	PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY.....	35
10.3	HOLIDAY ON A SCHEDULED WORK DAY.....	35

10.4	SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS	35
10.5	HOLIDAY BONUS PAY AND OVERTIME	36
10.6	PERSONAL HOLIDAY	36
SECTION 11 LEAVE SYSTEM		38
11.1	POLICY AND DEFINITIONS	38
11.2	ELIGIBILITY FOR LEAVE	39
11.3	VACATION	39
11.4	SICK LEAVE	42
11.5	OCCUPATIONAL INJURY OR ILLNESS LEAVE	45
11.6	RESTRICTED WORK	47
11.7	FAMILY AND MEDICAL LEAVE	48
11.8	BEREAVEMENT LEAVE	50
11.9	JURY LEAVE	50
11.10	MILITARY LEAVE	51
11.11	VOTING TIME	58
11.12	LEAVE OF ABSENCE	58
11.13	PROCEDURE FOR REQUESTING LEAVE OF ABSENCE	58
11.14	BENEFITS WHILE ON LEAVE	59
11.15	UNPAID LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE	60
SECTION 12 COUNSELING AND DISCIPLINE		67
12.1	COMMUNICATION OF RULES	67
12.2	PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS	67
12.3	INVESTIGATION AND REPORT	68
12.4	GROUND FOR DISCIPLINARY ACTION	68
SECTION 13 PERSONNEL DISCIPLINARY RECONSIDERATION AND APPEALS		69
13.1	RECONSIDERATION OF DISCIPLINARY ACTION BY THE CITY ADMINISTRATOR	69
13.2	SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD	69
13.3	PROCEDURAL REVIEW MEETING	70
13.4	HEARING	70
13.5	BOARD ACTIONS DURING PENDING INVESTIGATIONS	74
SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE		75
14.1	POLICY	75
14.2	DEFINITION	75

14.3—EXCLUSIONS.....	75
14.4—PROCEDURE TO RESOLVE COMPLAINTS	75
SECTION 15 FRINGE BENEFITS.....	77
15.1—GENERAL DESCRIPTION.....	77
15.2—RETIREMENT PLANS AND DEFERRED COMPENSATION.....	77
15.3—HEALTH INSURANCE COVERAGE UPON RETIREMENT	77
15.4—PROFESSIONAL DUES.....	81
15.5—TRAINING AND CONFERENCE ATTENDANCE.....	81
15.6—TUITION REIMBURSEMENT PROGRAM	81
15.7—UNIFORMS AND CLOTHING MAINTENANCE	82
15.8—SOCIAL SECURITY.....	82
15.9—USE OF AUTOMOBILES.....	82
15.10—MEDICAL BENEFIT REIMBURSEMENT.....	82
15.11—CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE.....	83
15.12—SPOUSAL HEALTH INSURANCE SURCHARGE.....	83
SECTION 16 EMPLOYEE RELATIONS	85
16.1—EMPLOYEE SUGGESTIONS.....	85
16.2—EMPLOYEE APPEARANCE.....	85
16.3—OUTSIDE EMPLOYMENT	85
16.4—ETHICAL CONDUCT	85
16.5—POLICY AGAINST HARASSMENT	86
16.6—COMMUNITY RELATIONS.....	88
16.7—EMPLOYEE SAFETY	88
16.8—PERSONNEL RECORDS.....	89
16.9—PAYROLL DEDUCTIONS.....	89
16.10—REPORT CHANGE OF ADDRESS.....	90
SECTION 17 POLICY AGAINST SUBSTANCE ABUSE.....	91
17.1—POLICY STATEMENT	91
17.2—LEGAL DRUGS (excluding alcohol).....	92
17.3—ILLEGAL DRUGS.....	92
17.4—ALCOHOL.....	93
17.5—PRE-EMPLOYMENT SCREENING	93
17.6—POST-HIRING TESTING.....	94

17.7	TESTING PROCEDURES.....	94
17.8	REHABILITATION.....	95
17.9	VOLUNTARY DISCLOSURE.....	96
17.10	EDUCATION AND TRAINING	96
17.11	CONFIDENTIALITY OF RECORDS.....	97
SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES		98
18.1	PURPOSE.....	98
18.2	APPLICABILITY.....	98
18.3	DEFINITIONS	98
18.4	POLICY ADMINISTRATOR.....	100
18.5	ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS.....	100
18.6	CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS.....	102
18.7	EMPLOYEE ASSESSMENT.....	105
18.8	REHABILITATION	106
18.9	EDUCATION AND TRAINING.....	106
18.10	CONFIDENTIALITY OF RECORDS.....	106
18.11	REFERENCE	107
SECTION 19 REPEAL AND AMENDMENT		108

INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. Employment with the City is "at will" unless otherwise provided by written contract; however, employees may not be discharged for unlawful reasons. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

In addition to this policy manual, the City and its employees are subject to all applicable state and federal laws, as well as the City's Charter, ordinances, regulations and policies.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	N/A	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001

Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011
	Section 8.9	Overtime Exemptions	
	Section 10	Holiday and Holiday Pay	
	Section 11.10	Military Leave	
	Section 15.10	Medical Benefit Reimbursement	
Ordinance 5252	Section 5.8	Calculation of Pay Rates	6/11/2012
	Section 6.2	Equal Opportunity	
	Section 6.3	Nepotism	
	Section 11.10	Military Leave	
	Section 16.5	Harassment	
Ordinance 5384		Comprehensive Update	8/11/2014
Ordinance 5443	Section 2	Definitions	10/26/2015
	Section 3.3	Personnel Appeals Board	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.7	Family Leave	
	Section 11.10	Military Leave	
	Section 11.14.2	Unpaid Leave Exceeding 16 Calendar Days	
	Section 13	Personnel Disciplinary Appeals	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 15.10	Medical Benefit Reimbursement	
	Section 17.8	Rehabilitation	
	Section 18.5	Alcohol & Controlled Substances Prohibition	
	Section 18.6	Controlled Substance and Alcohol Testing Provisions	
	Section 18.7	Employee Assessment	
Ordinance 5475	Section 3.9	Interpretation	5/23/2016

Ordinance 5545	Section 8.5	Overtime	9/25/2017
	Section 8.9	Positions Exempt from Overtime	
	Section 16.5	Policy Against Harassment	
	Section 16.9	Payroll Deductions	
	Section 2	Definitions	
	Section 3.7	Management Rights	
	Section 4.4	Reclassification	
	Section 4.5	Maintenance of the Plan	
	Section 5.7	Longevity Pay	
	Section 6.2	Equal Opportunity	
	Section 6.5	Personal Conduct	
	Section 7.6	Re-Employment of a Former City Employee	
	Section 8.5.2	Compensatory Time	
	Section 8.9	Positions Exempt from Overtime	
	Section 9.2	Resignation	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.4.5	Sick Leave and Medical Leave – Notice	
	Section 11.4.5.5	Proof of Illness – Sick Leave	
	Section 11.7.3	Family Leave – Notice	
	Section 11.10.3.i	Extended Active Duty Leave	
	Section 11.10.6.a	Reinstatement	
	Section 11.14.2	Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days	
	Section 12.4	Grounds for Disciplinary Action	
	Section 14.3	Exclusions	
	Section 14.4.c	Procedure to Resolve Complaints	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 16.4	Ethical Conduct	
	Section 17.5	Pre-Employment Screening	
Ordinance 5567	Section 11.3.4	Pay In Lieu of Vacation	2/12/2018
Ordinance 5594	Section 2	Definitions	6/25/2018
Ordinance 5644	Section 5.4.3	Transfers	7/1/2019
	Section 5.9	Calculation of Pay Rates	
	Section 8.5.2	Compensatory Time	
	Section 8.7	Punctuality and Attendance	
	Section 9.2	Resignation	
	Section 9.6	Repayment of Educational Benefits	
	Section 9.8	Order of Layoff and Recall	
	Section 10.3	Holiday on a Scheduled Workday	
	Section 10.5	Holiday Bonus Pay and Overtime	
	Section 10.6	Personal Holiday	
	Section 11	Leave System	
	Section 15	Fringe Benefits	
	Section 16.5	Policy Against Harassment	
	Section 18.6.a.1	Pre-Employment Testing	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.2.3.e	Vacation Administration	

	Section 11.3.5	Scheduling Vacation	
	Section 11.4.13	Return to Work	
	Section 11.6.1	Job-Related Injury	
	Section 11.6.2	Non Job-Related Injury	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.10.4	Notice of Leave Request and Orders	
	Section 17	Policy Against Substance Abuse	
	Section 18	Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles	
Ordinance 5659	Section 11.1	Leave System Policy and Definitions	9/23/2019
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.5	Occupational Injury or Illness Leave	
	Section 11.6	Restricted Work	
	Section 11.7	Family and Medical Leave	
	Section 15.9	Use of Automobiles	
Ordinance 5682	Section 10.5	Holiday Bonus Pay and Overtime	2/10/2020
	Section 10.6	Personal Holiday	
	Section 11.1	Policy	
	Section 11.1.2	Definitions	
	Section 11.3.4	Pay In Lieu	
	Section 11.4.3	Charging Sick Leave	
	Section 11.14.1	Paid Leave	
	Section 15.6	Tuition Reimbursement Program	
Ordinance 5705	Section 2	Definitions	7/1/2020
	Section 5.8.1	Frequency of Reviews	
	Section 5.9	Calculation of Pay Rates	
	Section 7.11	Probationary Period	
	Section 8.5.1	Overtime Compensation	
	Section 11.1.2	Definitions	
	Section 11.3.2	Vacation Administration	
	Section 11.3.4	Pay In Lieu of Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.5.4	Options Upon Expiration of Occupational Injury Leave	
	Section 15.3	Health Insurance Upon Retirement	
	Section 15.6	Tuition Reimbursement	
	Section 15.12	Spousal Health Insurance Surcharge	
	Section 16.10	Report Change of Address	
Ordinance 5752	Section 3.5	Eligibility for Use of Leave, Holidays and Other Benefits	9/13/2021
	Section 8.3	Attendance	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.10	Military Leave	

	Section 11.15	Unpaid Leave for Victims of Domestic or Sexual Violence	
	Section 12.3	Investigation and Report	
	Section 12.4	Grounds for Disciplinary Action	
	Section 13	Personnel Disciplinary Reconsideration and Appeals	
	Section 14.1	Policy	
	Section 16.8	Personnel Records	
Ordinance 5786	Section 2	Definitions	7/1/2022
	Section 3.4	Applicability	
	Section 4.4	Reclassification	
	Section 5.4.2	Demotions	
	Section 5.5	Merit Increases	
	Section 5.6	Frequency of Merit Increases	
	Section 5.6.1	Probationary Completion Bonus	
	Section 7.11	Probationary Period	
	Section 7.12	Termination During Probation	
	Section 8.5	Overtime	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2.a.ii	Sick Leave Administration	
	Section 11.4.5	Proof of Illness – Sick Leave	
	Section 11.8	Bereavement Leave	
	Section 16.3	Outside Employment	
Ordinance 5795	Section 8.5	Overtime	8/22/2022
Ordinance 5813	Section 5.10	Direct Deposit	11/14/2022
	Section 7.11	Probationary Period	
	Section 11.3	Vacation	
	Section 11.4	Sick Leave	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.14	Benefits While on Leave	
<u>Ordinance 5???</u>	<u>Section 11.4.1.b.</u>	<u>Sick Leave Policy</u>	<u>01/??/2023</u>
	<u>Section 15.3.c.</u>	<u>One-Time Re-Enrollment Option</u>	
	<u>Section 17</u>	<u>Policy Against Substance Abuse</u>	
	<u>Section 18</u>	<u>Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles</u>	

SECTION 2 DEFINITIONS

“Acting” means serving temporarily in a position with all the authority, responsibility and duties of that position.

“Appointment” means the employment of an individual by the City Administrator.

“City” means the municipal corporation of Creve Coeur, Missouri.

“Commissioned Employee” means (see sworn employee defined below).

“Compensation” means either monetary payment or compensatory time in lieu thereof.

“Department Head” means the employee appointed to administer a Department of the City, including Administration, Community Development, Finance, Police, Public Works, Recreation, and the City Clerk's Office.

“Employee” means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees, and elected officials.

“Full-Time Employee” means person duly employed by the City in a position for which employment with the City is at least thirty-five (35) hours per seven-day work period, provided; however, as of January 1, 2014 for purposes of determining eligibility for health insurance benefits a person duly employed by the City who averages thirty (30) hours per seven (7)-day work period from June 1 to May 31 as determined in compliance with applicable law as a twelve (12) month standard measurement period (or in the case of a new hire, is expected to), shall be considered full-time. For police department commissioned employees, hours per seven-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Management” means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

“Nepotism” means the practice of hiring relatives, as prohibited by law and herein.

“Part-Time Employee” means a person employed by the City who works an average of less than thirty-five (35) hours per seven (7)-day work period (except for purposes of determining eligibility for health insurance benefits, see definition of Full-Time Employee). For police department commissioned employees, hours per seven (7)-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Personnel Officer” means the Assistant City Administrator.

“Regular Employee” means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a semi-monthly basis.

“Seasonal Employee” means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be continued uninterrupted from year to year. The duration is determined by the Department Head. Also, a temporary employee.

“Supervisor” means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division).

“Sworn Employee” means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS BOARD

There is a Personnel Appeals Board established in Sections 130.020, 130.030, and 130.040 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Appeals Board are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and City of Creve Coeur Personnel Policy and Procedures Manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City, except as otherwise provided in the City Charter or otherwise determined by the City Council for the appointed positions of the City Administrator and City Clerk.

3.5 ELIGIBILITY FOR USE OF LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of leave, holidays and other city employee fringe benefits. Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, and holidays.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall subject to applicable law:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator or designees shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. Hours of work/work schedules;
- b. Pay plan and pay periods;
- c. Performance appraisal systems;
- d. Personnel records and reports;
- e. Temporary work assignments and transfers;
- f. Use of city vehicles and mileage reimbursement;
- g. Outside employment;

- h. Seniority and impact of seniority;
- i. Safety procedures;
- j. Job related injury procedures;
- k. Other related internal administrative personnel matters.

3.9 INTERPRETATION

Where required by the context hereof, singular words and pronouns shall be construed as plural, plural words and pronouns shall be construed as singular, and personal pronouns shall be construed as referring to all persons without regard to gender.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected by the Personnel Officer or suggested by the Department Head. If

upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the employee's pay shall be reduced to the maximum of the new grade, except if such reduction would exceed ten percent (10%) of the current pay in which case such reduction shall be limited to ten percent (10%) of current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Office. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the

Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. The pay of an employee being demoted due to poor performance, inability to perform the essential functions of the current position (and if applicable, no reasonable accommodations can be made without undue burden), or employee choice will be reduced by ten percent (10%) unless such reduced pay would still exceed the new pay range maximum in which case the current pay shall be reduced to such pay range maximum. The City will adjust the pay of an employee who is demoted solely due to organizational change as provided in Section 4.4.

3. Transfers

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range. When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established by the City Council and approved in the annual budget regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee, not on a step pay plan, shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full calendar days the employee has worked since the employee's probation-completion merit increase date, if any.

1. Probationary Completion Bonus

A commissioned officer on a step pay plan shall be eligible for a one-time, lump-sum Probationary Completion Bonus at the successful completion of the probationary period for the position. The Probationary Completion Bonus is prorated according to the number of calendar days from the employee's probation completion date to July 1, when the officer is eligible to advance to the next step in the pay plan with a successful prorated performance evaluation.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. Current eligibility for longevity pay shall be based on the last date of hire and not total time of service with the City. There is a parallel longevity provision in the City's closed defined benefit pension plan.

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the

discretion of the Department Head or at the request of the Personnel Officer, including during the initial probationary period. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. *Annual Performance Cycle*

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. *Performance Reviews and Coaching*

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. *Completion of the Performance Cycle*

The supervisor shall provide non-probationary employees with copies of the self-appraisal form by April 20 of each year. The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1. The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy shall be provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

5.9 CALCULATION OF PAY RATES

For full-time employees, when it is necessary to calculate an effective hourly rate for purposes of administration of benefits (i.e., overtime), unless expressly provided otherwise in this manual (i.e.,

Section 11.3.4 pay-in-lieu of vacation), the City generally determines an employee's hourly rate by dividing the annual salary by 2,080 hours, the number of full-time hours worked per year.

5.10 DIRECT DEPOSIT

All employees are required to participate in the City's Payroll Direct Deposit program as a condition of employment. Employees are allowed to select the financial institution(s) that will receive the direct deposits. The City Administrator may temporarily or permanently waive required participation for an employee, for good cause as determined in his discretion.

Employees must complete the City's Direct Deposit authorization form. This form authorizes deposits as well as adjustments (withdrawals) to correct for any overpayment or error. Direct deposits will be subject to all applicable banking and clearinghouse rules and laws.

An employee that does not wish to direct deposit to a checking or savings account may select the option of depositing to a payroll card account at the financial institution(s) selected by the City for such purpose. Such employee must complete the applicable additional forms and comply with the financial institution's fees and terms.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as otherwise provided by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of age, race, color, marital or familial status, national origin, ancestry, political affiliation, religion, sex, gender, gender identity, sexual orientation, genetic information, disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel Officer, whether to facilitate continued work or return to work.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

No person seeking employment or promotion shall, either directly or indirectly, give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with an employment test, appointment, proposed appointment, promotion or proposed promotion, except for bona fide test preparation service fees.

Pursuant to 41.1005 RSMo, no member of the United States Coast Guard Auxiliary shall be discharged from employment because of being a member of the United States Coast Guard Auxiliary or holding any office, position, or appointment under the United States Coast Guard Auxiliary, nor otherwise discriminated against or dissuaded from joining or continuing such person's service in the United States Coast Guard Auxiliary by threat or injury to such person in respect to such person's employment, or of any other rights or benefits to which the employee would otherwise be entitled.

Likewise, the City shall not discriminate against veterans or members of the US Armed Forces or National Guard.

6.3 NEPOTISM

The following definitions apply to this policy:

“Affinity” means related by marriage or having a relationship by marriage.

“Consanguinity (eous)” means of the same blood or descended from the same ancestor.

“Nepotism” means the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, it shall be the City's policy that no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity by the City.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed full-time in the same department. Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:	
1st degree of relatives	Spouse, children & parents
2nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grandnephews & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part-time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

6.5 PERSONAL CONDUCT

Whether during working hours or outside of working hours, conduct can reflect upon suitability and qualification for employment. Professional and courteous behavior is required at all times during working hours. (See also Section 16.6). Any illegal conduct or other conduct at any time that demonstrates an inability to fulfill assigned duties or an inability to work with other employees can result in discipline and/or termination. Employees retain all constitutional and legal rights, which include the right to discuss the terms and conditions of employment and complain about illegal activity. Employees are not authorized to use their position or City logos, insignia, uniforms, or similar items to convey the impression they are acting for the City, except in connection with performance of assigned duties.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. He shall certify qualified applicants to Department Heads for interview and recommendation. The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable for employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator, an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven (7) calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, all legally mandated inquiries, and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

- Written examinations
- Performance evaluations
- Medical examinations
- Substance abuse screening
- Psychological evaluations/intelligence tests
- Background investigations
- Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department. Any such transfer has to be approved by the receiving Department Head.

An employee working in his first probationary period is not eligible to request an inter-department transfer.

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Retirement benefits from past service may be reinstated in accordance with the provisions of the applicable retirement plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work. A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above. A former employee may be rehired to fill temporary positions without re-screening, subject to meeting legally mandated eligibility requirements.

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service. The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration. A probationary employee is not eligible for promotion. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).

3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material fact on the application in violation of the certificate made by the applicant on the application form.
5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
7. The applicant has presented an application and has failed to sign the application form.
8. The applicant requests such an action.
9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri and federal record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri and federal record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until a performance evaluation and personnel action form stating the employee is released from probation has been

submitted by the Department Head and approved by the Office of the City Administrator. Such notice shall not be unreasonably withheld and within ten (10) days following the one year anniversary date of the employee such notice shall be submitted or the Department Head shall submit a proposed extension of the probationary period.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee after serving the first thirty (30) days of employment is eligible to utilize accrued sick and vacation benefits upon the Department Head's approval. (Sections 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits the employee had at the time of the promotion or transfer shall be retained.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

An employee terminated or demoted during their initial probationary period cannot appeal such action, except for a "Law Enforcement Officer" as defined in Section 590.502 RSMo.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department Head with the approval of the City Administrator shall determine appropriate hours of work. Full-time employees will generally be scheduled to work forty (40) hours in a seven (7) day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental time-keeping practices. All department heads, or designees, shall keep attendance records of employees which shall be reported to the Finance Department through the employee attendance tracking system. Employees must identify any perceived error in attendance records within seven (7) days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. Overtime Compensation

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and efficient operations, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum.

Overtime compensation generally applies when a non-exempt employee works in excess of their normal daily work schedule, notwithstanding exceptions noted in this section, and as approved by the Department Head as a benefit to City operations.

The rate of overtime compensation for employees shall be as follows:

OVERTIME RATES:

	<u>1-1/2 Times Normal Pay</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE	Street Maintenance	Golf Course ¹	See Section 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of Municipal Property		
	Office Clerical ²		
	Commissioned Police Officers ³		
	Ice Arena		
	Golf Course**		

¹*Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond forty-four (44) hours in a week (Sunday thru Saturday), and shall receive straight time for time worked up to forty-four (44) hours in a week (Monday through Sunday).*

²*Office clerical are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.*

³*Commissioned police officers hours per work week shall be calculated based on one hundred seventy one (171) hours in a twenty eight (28)-day cycle. Traffic Enforcement Overtime shall authorize commissioned police officers to receive an overtime rate of two times (2x) normal pay, not to exceed \$100 per hour; conversion of such overtime to compensatory time is prohibited.*

2. Compensatory Time

An employee may elect to earn compensatory time at the rate of 1-1/2 his normal hourly rate for any overtime hours worked. The use of compensatory time is subject to the approval of the Department Head. Commissioned employees shall accrue no more than eighty (80) hours of compensatory time. All other City employees shall accrue no more than forty (40) hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of his compensatory time at his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For weekday meetings which start on or after 6:00 pm and Saturday meetings, if the meeting lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, he is either to notify his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probation, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in fifteen (15)-minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. Supervisory Premium Pay

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends

beyond a pay period, it shall be considered a change to base pay. Otherwise, such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. *Field Training Officer Premium Pay*

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

Assistant City Administrator
Assistant Director of Public Works/City Engineer
Assistant Recreation Director
Assistant to the City Administrator
Chief Building Official
City Administrator
City Attorney*
City Clerk
City Engineer
City Planner
Civil Engineer
Court Administrator
Director of Community Development
Director of Finance
Director of Public Works
Director of Recreation
Finance Manager/Accountant
Golf Maintenance Superintendent
Human Resources Generalist
Information Systems Coordinator
Information Systems Manager
Municipal Judge*
Operations Superintendent
Police Captain
Police Chief
Police Lieutenant

Police Sergeant-Administrative
Public Information Officer & Management Analyst
Prosecuting Attorney*
Recreation Supervisor
Senior Accounting Associate
**Independent contractors*

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if he feels the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten (10) scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance, and to the LAGERS board if a participant in that plan, at least thirty (30) calendar days (and not more than ninety (90) days) prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit. (70.645RSMo)

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment, taking into account reasonable accommodations that do not create an undue hardship for the City. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

An employee unable to perform the essential job functions of his position due to a disability, taking into account reasonable accommodations that do not create an undue hardship for the City, may be transferred or demoted to a position for which he is able to perform the essential job functions and shall

be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous two (2) years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure.

Employees laid off shall be placed on a priority recall list for a maximum of one hundred eighty (180) calendar days. Employees separated because of layoff shall be given at least fourteen (14) days prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual.

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King National Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

**May be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.*

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees other than police employees as specified in Sections 10.4 and 10.5 who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King National Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus will be paid for each holiday as part of the pay for the period in which the holiday occurs; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel are eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on such holiday and, if scheduled, must work the holiday unless the absence was approved by the Chief of Police in advance of the holiday. Employees absent from scheduled work on a holiday due to unscheduled leave or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels, he shall be compensated with overtime pay at the rate of one and one-half (1-1/2) times the normal pay for the overtime hours worked.

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter eight (8) hours off with pay as a personal holiday. The time is to be taken at the election of the employee, subject to the approval of his Department Head. The employee is eligible to receive eight (8) hours of personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to forty

(40) hours of unused personal holidays may be carried over from one calendar year to the next. Personal Holidays at no time shall be considered a benefit convertible to compensation during employment or at time of separation of employment.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. *Policy*

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each employee must submit requests for leave in the City's time keeping system, or when applicable in writing. Department Head shall review appropriate records of all leaves requested and granted for the department's employees. The Department Head, shall approve the necessary information in the City's time keeping system.

Notwithstanding the foregoing, FMLA leave will be handled in accordance with section 11.7 Family and Medical Leave. In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. *Definitions*

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of eighteen (18) years, or who is eighteen (18) years or older to the extent the person is incapable of caring for themselves due to mental or physical disability.

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"FMLA" means the Family and Medical Leave Act or leave permitted under the Family and Medical Leave Act.

“Jury Leave” means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

“Leave of Absence” means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

“Medical Leave” means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

“Occupational Injury or Illness Leave Pay” means the 90 calendar day period in which the City supplements the difference in pay between state workers’ compensation division pay and the employee’s regular pay granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

“Parent” means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

“Sick Leave” means paid leave granted to the full-time employee for protection against endangering the employee’s health and that of fellow workers.

“Spouse” means only the legally recognized marital partner of the employee.

“Unscheduled Leave” means the employee did not obtain the required verbal or written approval from the supervisor or Department Head by close of business on the employee's regular scheduled workday prior to the absence.

“Vacation” means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. Policy

Vacation is paid leave granted to an employee to provide a period of recreation and change from day to day routine in order that they may be better able to meet the obligations of their work.

2. Vacation Administration

- a. A full time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay in Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

YEARS OF SERVICE	PERMITTED TOTAL CARRY OVER
0 to 4 yrs. (80.08 hours annual accrual)	120.08 hours
5 to 9 yrs. (120.12 hours annual accrual)	160.12 hours
10 to 19 yrs. (160.16 hours annual accrual)	200.16 hours
20 yrs. or more (200.20 hours annual accrual)	240.20 hours

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that new employees terminated before successfully completing their first probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any other properly designated individual. To determine payment in lieu of vacation under this paragraph, the City generally determines the hourly rate by dividing the employee's annual salary by 2,080 hours, the number of full-time hours worked per year.
- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.
- e. An employee that uses two (2) or fewer days of accrued Sick Leave in a calendar year shall be granted an additional eight (8) hours of Vacation in the following year. A day of sick leave shall be determined by the regularly scheduled hours of work per day of employee.

3. Eligibility for Vacation

An employee is eligible to utilize accrued Vacation after the first thirty (30) calendar days of full-time service with the City with the Department Head's approval.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.08 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 4.62 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.16 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 7.70 hours per full pay period worked.

Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Bereavement Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding fourteen (14) consecutive calendar days of unpaid leave will cease to accrue Vacation for the duration of unpaid leave.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed 160 hours per year or 6.16 hours per pay period work. In such event there will not be an increase until the amount prescribed in the above schedule exceeds the initial negotiated amount.

4. Pay in Lieu of Vacation

Pay in lieu of vacation is bonus pay permitted for a city fiscal year maximum of eighty (80) hours, or such different maximum as may be established in annual budget appropriations. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his/her total vacation balance to fewer than eighty (80) hours on the date on which payment of pay-in-lieu of vacation is made. Full-time employees who have not successfully completed their first probationary period are not eligible to apply for pay in lieu of vacation.

Requests for pay in lieu of vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by May 15 of the current fiscal year or other deadline as established by the City Administrator, may receive pay in lieu of vacation during the current city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay in lieu of vacation shall be made as soon as practical, but no later than the last pay period of the current fiscal year in which the request is timely made.
- c. Pay in lieu of vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each hour of pay-in-lieu-of-vacation shall be equal to pay at the employee's hourly rate and shall be calculated by dividing base annual salary by 2,080 hours, the number of full-time hours worked per year.

5. *Scheduling Vacation*

Requests to schedule vacation shall be subject to approval by the Department Head, to assure adequate staffing. An employee who has commenced a scheduled vacation may not substitute sick leave or other forms of leave for any part of such scheduled vacation, except as otherwise approved by the Department Head in their discretion in extreme circumstances such as an injury or illness resulting in hospitalization.

11.4 SICK LEAVE

1. *Policy*

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers, and in certain other limited circumstances set forth below. It is meant to be a protection in case of need only.

Sick leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.
- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time to the extent possible; otherwise Sick Leave time may be used with the advance permission of the Department Head or appointed designee(s).

- c. Pregnancy, childbirth and recuperation shall be treated as any other medical condition in compliance with the Pregnancy Discrimination Act.
- d. To provide care due to illness or injury to a member of the employee's household or immediate family, or for bonding within six months following the birth or adoption of a child, up to a maximum combined total of one hundred twenty (120) hours in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.
- e. *Other Parental Leave* - Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

2. Sick Leave Administration

a. Eligibility

- i. An employee is eligible to utilize accrued Sick Leave after the first thirty (30) days of full-time service with the City with the Department Head's approval, unless otherwise provided for by federal or state law.
- ii. Each full-time employee shall accrue three and seven tenths (3.7) hours of Sick Leave for each full pay period of full-time service rendered to the City. Paid leave including Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Bereavement Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding fourteen (14) consecutive calendar days of unpaid leave will cease to accrue Sick Leave for the duration of unpaid leave.

However, in no event shall any employee accrue more than one-thousand and fifty-six (1,056) hours of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. Charging of Sick Leave

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific

day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility.

4. *Notice Required*

Thirty days advance notice by the employee of the intent to utilize Sick Leave is required if the need for leave is foreseeable, including the extent known of the leave when known. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration. When utilizing Sick Leave only (and not also FMLA), the employee is responsible for providing notice to their Supervisor before work or within the first hour of the employee's normal workday on each day of absence, to the extent practicable. Failure to provide timely notice may be cause for denial of Sick Leave Pay for the period of time and result in discipline including termination.

5. *Proof of Illness – Sick Leave*

When an employee is utilizing Sick Leave only (and not also FMLA), after the fourth consecutive day of sick leave, they shall provide proof of illness for the employee or his/her immediate family member as defined in the policy to their Department head or designated assignee. Additionally, a Department Head may request such proof for any days of non-FMLA sick leave. Failure to provide such proof of illness shall result in forfeiture of Sick Leave Pay and may result in discipline including termination.

6. *Sick Leave Absence Reporting Required*

Sick Leave absence shall be entered into the timekeeping software system on the first day of leave by the Department Head or appointee. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

7. *False Claims*

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

8. *Leave Without Justification*

If it is determined that the illness or disability for which Sick Leave, FMLA, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

9. *Donation to Sick Leave Bank*

Any full-time employee who has completed one year of service and is no longer in probationary status, who is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights, may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of seven hundred twenty (720) hours following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

10. *Status of Benefits While on Sick Leave*

See section 11.14 for an explanation of benefit status regarding Sick Leave.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. *Policy*

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City is that the state workers' compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. *Compensation*

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay by the City in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay pursuant to this section 11.5 which is the full-time employee's regular compensation less any amount paid to the employee by the state workers' compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall ensure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a

combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. *Duration of Leave*

The maximum duration of Occupational Injury and Illness leave pay from the City shall be 90 calendar days per injury. During this 90 calendar day period utilization of paid Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician, provided, however, if the employee is only allowed to return to restricted duty work and then needs to return to Occupational Injury and Illness Leave due to unavailability of such work or expiration of the time allowed for such work under this manual, they may use any balance remaining of the 90 calendar day Occupational Injury and Illness Leave period;
- c. the elapse of 90 calendar days of utilized Occupational Injury and Illness Leave pay;
- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;
- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. *Options Upon Expiration of Occupational Injury Leave*

- a. Utilization of Sick Leave, Medical Leave and Vacation benefits: after the expiration of the Occupational Injury and Illness Leave pay, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation, Personal Leave and Compensatory Leave sections of this policy. Any available paid leave must be used. In no case shall an employee receive a combination of City-paid leave and state workers' compensation earnings which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess pay received from the City.
- b. Leave of absence: once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the state

workers' compensation division the employee will be placed on leave of absence unless and until other circumstances cause the City to layoff or terminate the employee.

- c. Pay: once paid leave benefits are exhausted, the employee shall only receive state-mandated workers compensation earnings.

5. *Authorization to Return to Work*

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6 for return to work with restrictions).

11.6 RESTRICTED WORK

1. *Job-Related Injury or Illness*

Employees sustaining job-related injury, illness or medical condition should apply to return to work as soon as possible when medically permissible. The employee should notify their supervisor as soon as possible of an ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining the restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty status subject to subsection 4. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. *Non-Job-Related Injury or Illness*

Employees seeking to return to work after non-job-related injury, illness or medical condition may be allowed to return to work on restricted work status, subject to subsection 4. The employee shall notify their supervisor of their ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining work restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department

Head, and the approval of the City Administrator. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. *Physical Activities*

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

4. *Duration of Restricted Work*

Restricted duty assignments are temporary and shall be limited to two hundred seventy (270) calendar days per injury, illness or medical condition and shall conclude as soon as medically permissible. Restricted duty assignments will be assigned based upon availability of work and the employee's skills, knowledge and ability. Such assignments are meant to cover a period of recovery. If an employee needs a more permanent arrangement due to long-term disability, they should advise their supervisor that reasonable accommodations should be considered in accordance with the ADA for either their prior job or another open position for which they seek assignment (see section 9.3).

11.7 FAMILY AND MEDICAL LEAVE

1. *Policy*

Family and Medical Leave (FMLA) is a federally-mandated benefit which grants eligible employees up to twelve (12) weeks of unpaid leave during a calendar year for:

- a. serious illness of the employee, their spouse, child or parent.
- b. the birth of a son or daughter of the employee;
- c. the placement of a son or daughter with the employee for adoption or foster care;
- d. incapacity due to pregnancy, prenatal medical, or childbirth.

2. *Eligibility*

FMLA is available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven (7) years prior to the leave and who have worked a minimum of 1,250 hours during the twelve months immediately preceding the leave.

The available time allowed under FMLA is 12 weeks in a calendar year. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular

work week, which will be determined as an average over a 28-day period for police department commissioned employees.

In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave for their own medical conditions, less any Family Leave taken by them individually.

3. *Notice of Intent to Utilize FMLA Required*

- a. A thirty (30)-day notice by the employee of the intent to utilize FMLA is required if the need for leave is foreseeable. If the event is to begin in less than thirty (30) days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration.
- b. Approval must be obtained from the City Administrator prior to the granting of FMLA, in accordance with applicable law.

4. *FMLA To Run Concurrent with Applicable Paid Leave*

An employee shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

5. *Medical Certificate Required*

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when FMLA applies. The employee must obtain the required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

6. *Second and Third Opinion of Condition*

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the

employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

7. *Status of Benefits While on FMLA*

See section 11.14 for an explanation of benefit status regarding FMLA.

8. *Return to Work*

Upon returning to work on or before the expiration of FMLA, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

9. *Maternity*

An employee shall be allowed reasonable unpaid break time to express breast milk for her nursing child after the child's birth each time such employee has need to do so, in a place other than a bathroom that is shielded from view and free from intrusion.

10. *Other Parental Leave*

Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild.

11.8 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, upon request a full-time employee shall be eligible for up to three (3) eight (8)-hour workdays of paid leave to plan and/or attend the funeral or similar function for that family member. The purpose of this leave is for bereavement, and pre-planning of and attendance at memorial and burial functions. Immediate family, for the purpose of this section, is defined as any person who was the spouse, child, grandchild, sibling, parent, father-in-law, mother-in-law, sibling-in-law, or grandparent of the employee, or the functional equivalent thereof, or any person whose place of residence was in the employee's home. Bereavement Leave and their sick leave are separate and distinct. An employee's use of bereavement leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. Temporary Annual Training Periods

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one hundred twenty (120) hours (RSMo 105.270; 38 USC 4301 et seq).

2. Emergency Active Duty

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMo 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one hundred twenty (120) hours (RSMo 105.270, 38 USC 4301 et seq).

3. Extended Active Duty Leave

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMo 41.942).
- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed the first probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan. For police department commissioned employees, such semi-monthly pay shall be determined using a twenty-eight (28)-day month.
- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between

reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.

- e. The following authorized military operations are covered by this policy:

- Operation Iraqi Freedom
- Operation Enduring Freedom
- Operation Joint Forge
- Operation Noble Eagle
- Operations Desert Falcon and Desert Focus
- Operation Intrinsic Action
- Operation Joint Guardian
- Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military status becomes effective or following one hundred twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify to receive military differential pay as described in subsection three (3) subparagraph c until up to one hundred twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMo 105.270.4).
- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the

manner that it was making such payments for the employee prior to commencement of the leave.

- i. City and State retirement plans are subject to 38 USC 4318.

3.5 Limit on Total Paid Military Leave

Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined one hundred twenty (120) hours in a federal fiscal year (October 1 – September 30).

4. Notice of Leave Request and Orders

The employee or an appropriate military officer shall provide as much advance notice of a leave request as practicable under the circumstances and to the extent possible shall provide the approximate beginning and ending dates of the period of such military service. A copy of orders should be provided as soon as practicable, if not already submitted with a request for annual, emergency, or extended active duty military leave. To substantiate any payment of salary is made covering the period of leave, as soon as practicable the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order (RSMo 105.270.2).

5. Other Leave During Military Leave

An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of one hundred twenty (120) hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).

6. Reinstatement

- a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, or who is a member of state military force or national guard ordered or called to active duty by the governor of that state, or a member of any reserve component of the U.S. armed forces, having given advance notice of such service or being excused by law from providing such notice, may request reinstatement to the employee's former position, or a comparable

position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e), 40.490RSMo):

- Less than thirty-one (31) days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- Thirty-one (31) to one hundred eighty (180) days service: The employee must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- One hundred eighty -one (181) days of service or more: The employee must apply for reemployment no later than ninety (90) days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two (2) years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. *Military Caregiver Leave*

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave (or such other period as may be required by applicable law) and who have worked a minimum of one thousand two hundred fifty (1,250) hours during the twelve (12) months

immediately preceding the leave and who are immediate family members or next of kin (i.e., closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty (including aggravation of preexisting injury or illness). A covered service member is an active member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list, or a military member discharged or released under conditions other than dishonorable at any time during the five (5)-year period before commencement of leave who needs care due to undergoing medical treatment, recuperation, or therapy for such a serious injury or illness. Eligible employees are allowed up to twenty-six (26) workweeks of unpaid leave in a single twelve (12)-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable twelve (12)-month period for a single employee. The twenty-six (26) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Appropriate certification is required.

8. *Qualifying Exigency Leave*

Employees may receive up to twelve (12) weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave and who have worked a minimum of one thousand two hundred fifty (1250) hours during the twelve (12) months immediately preceding the leave. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty eight (28)-day period for police department commissioned employees. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed twelve (12) workweeks per calendar year for a single employee. Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven (7) days of notice) for a period of seven (7) days from the date of notification;

- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Certain parental care for military member's parent who is incapable of self-care when care necessitated by the member's covered active duty, such as arranging for alternative care, providing immediate care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;
- Taking up to one hundred twenty (120) hours of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

9. *United States Coast Guard Auxiliary Leave*

Pursuant to 41.1005 RSMo, any employee who is or may become a member of the United States Coast Guard Auxiliary shall be granted a leave of absence from their respective duties, without loss of time, regular leave, or of any other rights or benefits to which the employee would otherwise be entitled, for periods during which the employee is engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the Director of Auxiliary (DIRAUX) or other appropriate United States Coast Guard authority. Leave for such service shall be for no more than fifteen working days in any calendar year, or without regard to the

length of time when responding to a state or nationally declared emergency in the state of Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The City shall not be obligated to pay a salary to the employee during this leave of absence. The City shall have the right to request that the employee be exempted from responding to a specific mission.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed sixty (60) days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sections 11.4 and 11.7). A leave of more than sixty (60) days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. *Paid Leave*

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave, however, exceptions may apply for holiday bonus pay (see Section 10.5).

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. *Unpaid Leave Exceeding Fourteen (14) Consecutive Calendar Days*

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding fourteen (14) consecutive calendar days shall not accrue Sick Leave, or Vacation, or paid for holidays. Employer contributions under City retirement plans will cease during unpaid leave, unless otherwise provided in the plan documents.

Unless otherwise provided for in this policy, an employee exceeding fourteen (14) consecutive calendar days of unpaid leave shall be required to pay the entire cost of continuing employee benefits, including, but not limited to, health, dental, life and other insurances and fringe benefits throughout the remaining duration of the unpaid leave. Employee payments for such insurances and benefits are due on the same day as equivalent paycheck deductions for other employees. An employee on unpaid leave has a thirty (30)-day grace period in which to make premium payments. If payment(s) are not received by the City Finance Department within the grace period, group health, dental, life and other insurances and fringe benefits may be cancelled, provided the City will notify the employee in writing at least fifteen (15) days before the date that coverage(s) will lapse. Any amounts that have not been paid for coverage prior to such lapse shall remain due and owing from the employee.

3. *Occupational Injury/Illness Leave*

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation Leave Pay or receive Pay in Lieu of Vacation while also receiving occupational injury pay.

- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. Family and Medical Leave (FMLA)

During FMLA, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the leave. Benefits under City retirement plans are described in the plan documents and related statutes. The rules under subsections 1 and 2 of this section 11.14 apply.

11.15 UNPAID LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

1. As used in this section 11.15, the following terms mean:

- (1) **"Abuse"**, the same meaning as in section 210.110 RSMo;

- (2) **"Domestic violence"**, the same meaning as in section 455.010 RSMo;

- (3) **"Employee benefit plan"** or **"plan"**, an employee welfare benefit plan or an employee pension benefit plan or a plan that is both an employee welfare benefit plan and an employee pension benefit plan;

- (4) **"Employment benefits"**, all benefits provided or made available to employees, including life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan";

- (5) **"Family or household member"**, for employees with a family or household member who is a victim of domestic or sexual violence, a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household;

- (6) **"Parent"**, the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter who is a victim of domestic or sexual violence;

(7) **“Qualified individual”**, an applicant or employee who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires;

(8) **“Reasonable safety accommodation”**, an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable;

(9) **“Reduced work schedule”**, a work schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee;

(10) **“Sexual violence”**, a sexual assault, as defined in section 455.010 RSMo, and trafficking for the purposes of sexual exploitation as described in section 566.209 RSMo;

(11) **“Son or daughter”**, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age, or is eighteen years of age or older and incapable of self-care because of a mental or physical disability and is a victim of domestic or sexual violence;

(12) **“Undue hardship”**, significant difficulty or expense, when considered in light of the nature and cost of the reasonable safety accommodation;

(13) **“Victim of domestic or sexual violence”**, an individual who has been subjected to domestic violence, sexual violence, or abuse;

(14) **“Victim services organization”**, a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocates for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling

services, or a legal services organization or other organization providing assistance through the legal process;

- 2.** An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work pursuant to this section 11.15 to address such violence by:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;

- (2) Obtaining services from a victim services organization for the employee or the employee's family or household member;

- (3) Obtaining psychological or other counseling for the employee or the employee's family or household member;

- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or

- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

- 3.** Subject to 11.15.6, an employee shall be entitled to a total of two workweeks of unpaid leave under 11.15.2 during any twelve-month period. For purposes of this subsection "workweek" shall mean an individual employee's standard workweek. The total number of workweeks to which an employee is entitled shall not decrease during the relevant twelve-month period. An employee shall not be entitled to take unpaid leave that exceeds the amount of unpaid leave time allowed under the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.). If leave under this section 11.15 also qualifies for FMLA leave, both forms of leave shall be used concurrently.

4. Leave described in 11.15.2-11.15.3 may be taken intermittently or on a reduced work schedule.
5. The employee shall provide at least forty-eight hours' advance notice of the employee's intention to take leave under 11.15.2 to the Office of the City Administrator, unless providing such notice is not practicable. When an unscheduled absence occurs, the City will not take any action against the employee if the employee, upon request of the City Administrator and within a reasonable period after the absence, provides certification under 11.15.6.
6. The City Administrator may require the employee to provide certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes enumerated in 11.15.2. The employee shall provide such certification to the office of the City Administrator within a reasonable period after the City requests certification.
7. An employee may satisfy the certification requirement of 11.15.6 by providing a sworn statement of the employee and the following:
 - (1) Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;
 - (2) A police or court record; or
 - (3) Other corroborating evidence.
8. All information provided to the City pursuant to 11.15.7 including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this section 11.15, shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

- 9.** Any employee who takes leave under this section 11.15 shall be entitled, on return from such leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 10.** The taking of leave under this section 11.15 shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. Nothing in this section 11.15 shall be construed to entitle any restored employee to the accrual of any seniority or employment benefits during any period of leave or any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave. Nothing in this section 11.15 shall be construed to prohibit the City from requiring an employee on leave under this section 11.5 to report periodically to the office of the City Administrator on the status and intention of the employee to return to work.
- 11.** Upon the request of the City Administrator, an employee requesting a reasonable safety accommodation pursuant to this section 11.15, shall provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for a purpose authorized under this section 11.15.
- 12.** During any period that an employee takes leave under this section 11.15, the City shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
- 13.** The City may recover from the employee the premium that the City paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this section 11.15 if the employee fails to return from leave after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, or human trafficking that entitled the employee to leave under this section 11.15, or other circumstances beyond the control of the employee.

14. The City may require an employee who claims that the employee is unable to return to work because of a reason described in 11.15.13 to provide, within a reasonable period after making the claim, certification to the employer that the employee is unable to return to work because of that reason by providing the employer with:

- (1) A sworn statement of the employee;
- (2) Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of such violence;
- (3) A police or court record; or
- (4) Other corroborating evidence.

15. All information provided to the City pursuant to 11.15.14 including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee is not returning to work because of a reason described in 11.15.13 shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable federal or state law.

16. The City shall make reasonable safety accommodations, in a timely manner, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence of an otherwise qualified individual:

(1) Who is:

(a) An employee of the employer;

and

(2) Who is:

(a) A victim of domestic or sexual violence; or

(b) With a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the individual in this subdivision as it relates to the domestic violence, sexual violence, or abuse;

17. 11.15.16 shall not apply if the accommodation would impose an undue hardship on the operation of the City.

18. Nothing in this section 11.15 shall be construed to supersede any provision of any federal, state, or local law, collective bargaining agreement, or employment benefits program or plan that provides:

(1) Greater leave benefits for victims of domestic or sexual violence than the rights established hereunder; or

(2) Leave benefits for a larger group of victims of domestic or sexual violence, as defined in such law, agreement, program, or plan, than the victims of domestic or sexual violence covered under this section 11.15.

State law reference: Sections 285.625 et seq RSMO

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when

there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods, but such paid leave shall not exceed five days without City Administrator approval. The Department Head shall keep the City Administrator informed of all such investigations and decisions. The City Administrator may require additional disciplinary action. Investigations of matters concerning sworn employees shall be conducted pursuant to the Police Department SOP and Section 502.590 RSMo.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation. The foregoing does not restrict employees from exercising their legal rights and employees shall not be disciplined, demoted, dismissed, transferred, or placed on status resulting in economic loss as a result of the assertion of their constitutional rights in any judicial proceeding, unless the employee admits to wrongdoing.

SECTION 13 PERSONNEL DISCIPLINARY RECONSIDERATION AND APPEALS

13.1 RECONSIDERATION OF DISCIPLINARY ACTION BY THE CITY ADMINISTRATOR

- a. Any sworn employee and any full time regular (i.e., not temporary or seasonal) employee may ask the City Administrator for a reconsideration of any disciplinary action taken by a Department Head involving demotion, dismissal, transfer, placement on a status, or other action involving economic loss:

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for seeking reconsideration and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall meet with the employee and the employee may present witnesses or documents to support their position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents at the meeting supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the meeting. The City Attorney may represent the Department at the meeting. The City Administrator shall determine the parameters of the meeting, in their discretion.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the meeting.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD

a. Form of Request for An Appeal

If the employee is dissatisfied with the City Administrator's decision made pursuant to Section 13.1 or a Department Head or other employee is dissatisfied with the City Administrator's direct disciplinary action against them (unless otherwise provided by law, i.e., Section 106.273 RSMo subject to constitutional limitations such as Mo Const Art 6, Sec 22) the employee may submit a request in writing for an appeal to the Personnel Appeals Board ("the Board"). Such request must be addressed to the "Personnel Appeals Board Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center not later than seven (7) calendar days after the City Administrator issues and the employee

receives a written decision pursuant to Section 13.1 or notice of direct disciplinary action from the City Administrator.

b. Receipt of Request for An Appeal from Employee ("Appellant")

Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Board. After receipt from the City Clerk, the Chairperson of the Board shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and, if applicable, the Department Head.

The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required above, forward a copy of the request for appeal to the members of the Personnel Appeals Board and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

c. Assignment of Legal Counsel

The Chairperson may at any time request the City Council to hire legal counsel for the Board. The purpose of legal counsel is to assist the Board with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Board. The purpose of the Procedural Review Meeting is to review Board procedures for the conduct of the hearing and the preparation of the decision. The Board may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any Board member or other party to the underlying facts of a specific appeal before the Board. Further, no discussion should be held by any members of the Board concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Board during a procedural review meeting. All evidence is to be presented later at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Board, the Personnel Appeals Board shall conduct a reconsideration and rehearing in accordance with the provisions of Section 590.502 RSMo,

when applicable, and Chapter 536 RSMo and the City of Creve Coeur Personnel Policy and Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required by law.

a. Notification of Hearing Date

The Chairperson of the Board shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo, a minimum of a ten (10)-day notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

The employee shall have had the opportunity to access and review documents in the City's possession that are a basis for the disciplinary action, at least seven (7) days in advance of the hearing.

b. Board Hearing Procedure

1. Consistent with Section 590.502 when applicable and Chapter 536 RSMo, the hearing shall be conducted in the manner most conducive to determination of the truth and the Board shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -- hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Board's decision is to be supported by substantial evidence on the whole record. Decisions made by the Board shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Board, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Hearings before the Personnel Appeals Board shall be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri. Notice of the hearing must be posted in conformance with the above stated policy. The Board shall take a vote closing the meeting for the hearing at the start. The transcript shall reflect this action and serve as the minutes.
3. The Board shall determine the relevancy, weight and credibility of testimony and evidence. The Board shall base its findings on the preponderance of evidence.

4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Board may ask questions relevant to the matter while each witness testifies.
5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the hearing room until called by the Board to testify.
6. Both the City and the appellant may be represented by legal counsel or other representative of their choice.
7. The Board may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe a complete record of the hearing and to give an oath to witnesses giving testimony. Such record shall be provided to the employee or their attorney on written request. The entire record of the hearing shall remain confidential and shall not be subject to disclosure under chapter 610 RSMo, except by lawful subpoena, court order or other legally sufficient authorization.
9. The Board reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Board shall announce, during the hearing, that the hearing is recessed to a specific time and date. An additional posting of the reconvened hearing shall be made.
10. The Board shall meet in closed session (without any other person present other than legal counsel to the Board) to deliberate and to come to a decision concerning the matter. A majority of the Board members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
11. Decisions of the Board shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement upon each issue in the case. The decision shall set forth the charges, if any, the Board finds to be sustained and the reasons therefore. A copy of the written decision and findings and conclusions shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator, with notice of right to appeal if any. The decision of the Personnel Appeals Board shall be final and binding on the City.

c. Procedures to be followed in accordance with Chapter 536 RSMo

1. All witnesses giving oral testimony shall be sworn.
2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any witness regardless of which party first called him to testify, and to rebut the evidence against him.
3. A party who does not testify in his own behalf may be called and examined as if under cross-examination, unless otherwise prohibited by law (i.e., Section 590.502 RSMo).
4. The Board shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Board. The City will pay transcription costs. Minutes of the hearing will be kept for the Board's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Board shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Board's decision, the Board is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Board, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e., proving or tending to prove the point) shall be considered by the Board along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof cannot be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Board to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was

made in the regular course of business, and that it was the regular course of business to make such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

13.5 BOARD ACTIONS DURING PENDING INVESTIGATIONS

Pursuant to Section 590.502 RSMo, the Board shall consider petitions for extension of time to complete an investigation regarding a sworn employee, or the tolling of such an investigation pending a criminal investigation regarding the same alleged conduct. Notice and hearing shall be provided in accordance with Section 590.502. The Board shall also consider requests for protective order pursuant to Section 590.502.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to ensure fair and just treatment of employee concerns; to foster good communications between personnel to ensure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. Any employee may utilize the grievance procedure. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A “***grievance***” is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the

employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official recording of the conference.
- d. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions under the applicable City retirement plan(s)¹, the employee may elect to retire and receive applicable benefits.

¹ Under the 2006 Defined Contribution Plan: **Normal Retirement Age** was age fifty-five (55); effective August 1, 2017, that plan was replaced by LAGERS statutory plan, with minimum service retirement age sixty (60) years, except fifty-five (55) years for police officers. Under the LAGERS plan, early retirement means retirement after five years of credited service and within five (5) years of minimum service retirement age, see 700.670 RSMo.

Under the City's Defined Benefit Plan (for employees hired before June 2006): **Early Retirement Age** means the date on which the Participant first attains age fifty (50) and has completed at least twenty (20) years of Credited Service. Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of

In addition, the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

a. For the Regular, Full-Time Employee Who Works Until Normal or Unreduced Early Retirement Date (as defined in the City's Defined Benefit Plan for employees hired before June 2006), or who works until the minimum service retirement age under LAGERS (based on the plan in which the employee is a participant):

1. Employee Hired Before July 1, 2001:²

The City will pay the same percentage of the employee and dependent³ health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage, which is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

any month coinciding with or following the Participant's attainment of his Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

Normal Retirement Age means (a) for a Participant who is a uniformed police officer, the date the Participant attains age fifty-five (55), and (b) for any other Participant, the date the Participant attains age sixty-five (65). Normal Retirement Date means the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. A Participant shall be one hundred percent (100%) vested in his Accrued Benefit upon the attainment of Normal Retirement Age.

Unreduced Early Retirement Age means the date that the sum of the Participant's age and years of Credited Service equals eighty-five (85). In determining the sum of a Participant's age and Credited Service, completed years and completed months of both age and Credited Service shall be used. Unreduced Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or following the Participant's attainment of his Unreduced Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

²For purposes of this section 15.3, date of hire refers to most recent date of hire for those who have had a separation of service.

³A spousal health insurance surcharge may apply (reference section 15.12).

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end and this is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

b. For a Regular, Full-Time Employee, Who Shall Work Until Early Retirement (as defined in the City's Defined Benefit Plan for employees hired before June 2006, or the LAGERS plan (based on the plan in which the employee is a participant)):

1. Employee Hired before July 1, 2001:

Such termination of work is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until the employee has reached normal or minimum retirement age (see above) or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches such normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. *Employee Hired On or After July 1, 2001:*

Such termination of work is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase an individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

c. One-Time Re-Enrollment Option

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, his/her dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops his/her individual insurance through group coverage with the City while otherwise eligible shall also drop all family insurance, but may re-enroll for such individual coverage (and family coverage) provided the following conditions are met: (1) the retired employee dropped individual insurance through group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for individual insurance group coverage with the City ~~within 31 days of the date during the normal open enrollment period- for group health insurance held annually in June the other group coverage ends~~ and before becoming eligible for Medicare. This opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee will be subject to the provisions of Sections (a) and (b) above, as applicable. A retired employee who continues individual coverage may make changes in family coverage in the same manner as employees.

d. Medicare

When a retired employee subject to Sections (a) or (b) above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's dependents who had coverage on the day before such termination shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his first probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head, the Director of Finance and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Director of Finance prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

Employees required to use their personal automobiles in the course of performing their duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements. Employees shall refrain from using substances that impair their ability to operate a motor vehicle with the highest degree of care and refrain from any activity that distracts them from operating a motor vehicle with the highest degree of care, including texting and other use of hand-held communications devices.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incentivize employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time

employee who qualifies to enroll in the City's health insurance plan for a portion of the cost they incur for such other coverage if the employee does not enroll in coverage with the City, or is eligible for spousal, child(ren), or family coverage, but elects to enroll in individual coverage only. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City, unless both employees do not enroll themselves and their dependents in coverage under the City's health insurance plan.

The annual reimbursement amount shall not exceed six hundred dollars (\$600) per year per eligible employee. Employees are required to complete and submit the Medical Benefit Reimbursement Application (MBRA) to the Office of the City Administrator no later than November 15 of each year to be eligible for reimbursement.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payment shall be based on the number of months that the employee was eligible for the reimbursement over the preceding twelve (12)-month period ending on November 30 of the current year (December 1 through November 30). An employee not meeting the eligibility requirements stated above for the entire twelve (12)-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the twelve (12)-month period.

15.11 CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE

As of July 1, 2013 the City self-insures up to one thousand one hundred dollars (\$1,100) of the one thousand five hundred dollars (\$1,500) individual deductible and up to two thousand two hundred dollars (\$2,200) of the three thousand dollars (\$3,000) family/dependent deductible in connection with employee enrollment in the City's health insurance plan. The employee is responsible for paying the first four hundred dollars (\$400) of the individual deductible and the first eight hundred dollars (\$800) of the family/dependent plan deductible. Claims shall be submitted in accordance with procedures established by the City Administrator's office. Employees hired before July 1, 2001 who have retired and are receiving the benefit of City payment of a percentage of premium of the City health insurance plan are also eligible to participate in the City' self-insurance of the deductible on the same terms and conditions as an active employee. The City Council may amend these provisions by resolution at any time in its discretion, and such changes may be incorporated into this policy manual.

15.12 SPOUSAL HEALTH INSURANCE SURCHARGE

On and after January 1, 2021, in an effort to keep costs down for all employees, the City of Creve Coeur requires all employees, or retirees hired before July 1, 2001, who cover their spouses under the City-employee cost-sharing health insurance benefit to be assessed a monthly surcharge if the spouse is

eligible for a major medical/prescription insurance plan through their employer which meets minimum value standards on all employee health insurance benefits. This provision does not apply to employee spouses who are covered under Medicare and also under the age of 65, Tricare, or COBRA.

The monthly spousal health insurance surcharge shall be set forth and approved by City Council as part of the annual fiscal budget process.

The spousal health insurance surcharge applies and continues until a completed application to waive spousal health insurance surcharge is submitted and approved by the Office of the City Administrator. If approved for the spousal health insurance surcharge waiver, should a spouse's eligibility status change and the employee or eligible retiree is no longer eligible for the surcharge waiver, the Office of the Administrator must be notified promptly, but no more than 30 days from the qualifying event.

Those individuals eligible for a spousal health insurance surcharge waiver, must renew no less than annually during health insurance open enrollment period, or spousal surcharge fees will apply.

Requests to waive spousal health insurance surcharge shall be on form prescribed by the City, which shall include certification by the eligible employee or retiree that all information is accurate, and that false statements or failure to promptly notify the Office of the City Administrator of any change in eligibility may be subject to disciplinary action up to and including termination of employment, incurring outstanding surcharge fees due to the City, and loss of group City cost-sharing health benefits.

Spousal health insurance surcharge waivers approved prior to January 1, 2021, shall be effective as of that date. Subsequently approved waivers shall be effective on the first day of the next month following receipt of the waiver request. Notice of loss of waiver eligibility status shall be effective the first day of the next month following the date of loss of eligibility.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head and authorized by the City Administrator.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or eight (8) hours during a given week, is required to submit a written request to his Department Head and City Administrator for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (130.050 and following sections). Employees should be respectful of each other's viewpoints and avoid extended political debates during working hours.

Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.

Each new employee is required to read these policies and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 POLICY AGAINST HARASSMENT

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment or any hostile, aggressive or violent conduct. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated.

1. Definitions

"Harassment" means unwelcome conduct that is based on race, color, sex or gender, gender identity, sexual orientation, religion, national origin, ancestry, disability, age, family or marital status, and/or any other characteristic protected by law as well as sexual harassment or any hostile, aggressive or violent conduct. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Employee Responsibilities

- a. No employee shall either explicitly or implicitly ridicule, mock, belittle or otherwise harass any person.

- b. Employees encountering harassment are encouraged to tell the person that their actions are unwelcome and offensive. Timely documentation of the incident is recommended.
- c. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. Supervisor's Responsibilities

- a. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- b. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- c. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. Investigation

- a. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- b. Any investigation will be conducted by the City in such a way as to maintain confidentiality to the extent practical under the circumstances.

However, employees shall not be precluded from discussing an investigation with each other unless expressly instructed to refrain from such discussions for such period of time as determined necessary by the city to protect witnesses, avert destruction of evidence, avert fraudulent testimony, or prevent cover-up.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the

harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have intentionally made a false allegation of harassment against another employee may be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request. Employees shall have the opportunity to provide written response to any adverse materials placed in their personnel file, and such written response shall be permanently attached to the adverse materials. (See 590.502.5 RSMo).

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those authorized by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each employee should report all changes in address or phone number to the Personnel Officer through the employee self-service portal in the City's software system in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 POLICY AGAINST SUBSTANCE ABUSE

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to providing to its employees a safe and healthy work environment; and, to providing to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. Improper use, abuse and/or dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a means for the City to protect itself, and others, from the negligent or irresponsible actions of an employee who is under the influence of alcohol/drugs while working as an employee of the City. The policy requires an employee to submit to alcohol/drug testing when there is reasonable basis to suspect that they are under the influence of alcohol/drugs at the work-place, and in other specified circumstances.

Additionally, as a frequent recipient of federal grants, the City is subject to the Drug-Free Workplace Act (41 USC 8101 et seq). Pursuant thereto, the City expressly states that ~~the unlawful~~ manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. This policy describes the actions the City will take in the event of any violation of this prohibition. It is a condition of each employee's employment that they must abide by the terms of this statement and must notify the Personnel Officer in writing if they are convicted of a violation of a criminal drug statute occurring in the workplace within five calendar days after the conviction.

Any employee who ~~has appears to have~~ unapproved possession of alcohol at the workplace will be subject to discipline. Any employee who appears, to have consumed, or to be under the influence of alcohol shall be removed from the work-place and be required to undergo testing by a police officer and, as directed by the police officer, a blood alcohol measuring device or other medically acceptable means and depending on the outcome may be subject to discipline.

Any employee who appears to be in ~~unlawful~~ possession of ~~or to be under the influence of~~ any drug or, narcotic at the workplace, or controlled substance, will be required to produce evidence that they possess the drug or, narcotic ~~or controlled substance~~ lawfully, and failing same will be subject to

discipline. (for example, proof of prescription or a qualified patient card for marijuana). Any employee who appears to have consumed any unlawfully possessed drug or narcotic, or to be under the influence of any drug or narcotic will be removed from the work place, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police officer, and depending on the outcome may be subject to discipline. Any employee who appears to be in possession of a controlled substance at the workplace or to have consumed or be under the influence of a controlled substance will be removed from the workplace, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police officer, and depending on the outcome may be subject to discipline. Any employee who is suspected of being in possession of or under the influence of marijuana shall be subject to the same discipline as for any other controlled substance including the test result standards and related discipline as referenced in Section 18.

Violation of this policy shall be deemed misconduct and may also result in suspension or termination of employment, subject to applicable law.

The refusal to submit to any required testing is a disciplinary offense and may result in disciplinary action, up to and including termination.

The policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

Note: See Section 18 regarding drivers of commercial motor vehicles.

17.2 LEGAL DRUGS (excluding alcohol)

The use of any legally obtained drug or substance, to the point where such use affects the employee's job performance at the workplace (i.e., causes them to be "under the influence") is prohibited. No employee during work hours shall be under the influence of any drug or substance which impairs the employee's ability to perform their job, including the use of prescribed or otherwise authorized drugs. In the event physician-approved use of drugs, including over-the-counter drugs or medical marijuana (away from the workplace), could influence job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. In the event treatment relates to disability, reasonable accommodations may be requested as discussed elsewhere in this manual, to the extent allowed by law. An employee who is lawfully using medical marijuana away from the workplace shall mitigate odors on and about their person to the extent practicable and shall not be under the influence of marijuana while at work.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; or,
2. drugs that are legally obtainable but have been obtained illegally.

The illegal sale, possession, purchase, transfer, or use of drugs by employees is prohibited.

No employee shall arrive on the City's premises in possession of or under the influence of any illegal drug.

Any employee engaging in the illegal sale, purchase, transfer, possession or use of drugs is subject to disciplinary action, up to and including termination.

17.4 ALCOHOL

1. General

Employees shall not possess or consume an alcoholic beverage, have the odor of an alcoholic beverage on or about their person, or be under the influence of an alcoholic beverage during work hours to include lunch or break periods unless authorized or approved by the City Administrator or his designee. No alcoholic beverage shall be served or consumed on city premises or in vehicles owned by the city without permission of the City Administrator or his designee. The odor of an alcoholic beverage on or about any employee or other visible effects is sufficient cause to order an employee be tested for the presence of alcohol and/or to order the employee to leave the work place. Any employee engaging in the misuse of alcoholic beverages is subject to disciplinary action.

2. Employees - BAC

No employee during working hours shall report for work or be on duty when he/she has a blood alcohol level of .02% or greater.

3. Commissioned Police Officers

Commissioned police officers shall not report for work, be on duty, or act in the capacity of police officer (to include off-duty details) when he/she has a blood alcohol level of .02% or greater.

17.5 PRE-EMPLOYMENT SCREENING

In an effort to minimize the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from employment

consideration after a confirmation test has confirmed the positive results. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost. For a candidate who has lawfully consumed marijuana, a test shall be considered positive or negative in accordance with the standards referenced in Section 18.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.6 POST-HIRING TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse or whose behavior creates a reasonable suspicion (including the odor of an alcoholic beverage on or about the person) to cause the Supervisor, based on personal observation or credible reports from others, to believe the employee may be under the influence of drugs, controlled substances and/or have consumed alcohol shall be escorted by the Supervisor for testing as outlined in Section 17.7.

The Supervisor shall as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the required drug/alcohol test results and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, and if applicable the odor of alcohol is no longer noticeable, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

Failure by the employee to comply with the request of the Supervisor to relinquish his/her duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol, drugs, and/or a controlled substance, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately and tested by a police officer.
- 2a. If the police officer has reason to believe the employee has consumed or is under the influence of alcohol, testing may be conducted by a certified operator of a blood alcohol

measuring device certified by the State of Missouri Department of Health. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.

- 2b. If a Supervisor has reason to believe the employee is under the influence of a drug or controlled substance, or has illegally consumed or used a drug or controlled substance the employee shall be tested by a police officer and if so directed by the police officer escorted by a Supervisor or police officer to a medical facility or tested in a manner approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
3. When a drug/controlled substance test (other than for alcohol) is required, the specimen collection shall be conducted by the medical staff in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern, in accordance with applicable law including Section 288.045 RSMo.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.
5. Proper chain of custody procedures shall be followed by the laboratory or medical facility to safeguard the integrity of the sample.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of obtaining test results. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

For provisions regarding test procedures and results, see Section 18.6c.

17.8 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be required to obtain professional assistance from a source approved by the City. Participation in a professional assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

If the employee is required to participate in a professional assistance program the successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing for a period of at least one year, at the employee's expense. Failure to successfully complete an assistance program; to submit to post-program

testing as required; and, to avoid further incident once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

a. Rehabilitation Contract

If the City decides to retain an employee, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the substance abuse professional (SAP) or by a rehabilitation professional accepted by the City, at the employee's expense; and
2. the employee shall agree to refrain from any violation of the City's alcohol and substance abuse policies and to use controlled substances and alcohol consistent with the plan of rehabilitation, the City's policies and the law; and
3. the employee shall provide a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. the employee shall agree to unannounced random testing for periods of time determined by the City subsequent to the employee's return to work consistent with the City's alcohol and substance abuse policies; and
5. the employee shall agree to submit to return-to-work testing demonstrating that the employee is compliant with controlled substance and/or alcohol test standards, at the employee's expense; and
6. the employee shall agree that any future violations of the substance abuse policy shall be considered as a resignation of the employee from City service without recourse.

17.9 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See Section 17.8 Rehabilitation.)

17.10 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well-being are essential to the ability of the individual to perform their job duties. Education and training efforts will be designed to assist the Supervisor with fulfilling their responsibilities under this policy.

17.11 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance Abuse Professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

18.1 PURPOSE

The purpose of federal statute 49 USC 31306 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol [or drugs](#) or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol, [drugs](#) and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol, [drug](#) and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine [drug](#) testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This Section 18 policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All city employees are governed by the policy outlined in Section 17 of this manual, which in some instances refers to parts of this Section 18.

18.3 DEFINITIONS

“Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

“Alcohol Concentration” means the concentration of alcohol in a person’s breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

“Alcohol Use” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

“Commercial Motor Vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo) and the Act:

- a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
- b. has a gross vehicle weight rating of 26,001 or more pounds; or
- c. is designed to transport 16 or more passengers, including the driver; or
- d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

“Confirmation Test” means a second test conducted after an initial alcohol or drug test to determine the presence of alcohol or drug metabolites in an employee’s system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

“Controlled Substance” means the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

“Screening Test” (initial test) means the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

“Commercial Driver’s License” (CDL) means a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

“Medical Review Officer” (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional” (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

“Safety Sensitive Functions Relating to the Operation of Commercial Motor Vehicles” means all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

- 1. waiting to be dispatched, unless the driver has been relieved from duty;
- 2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance, [drug](#) and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

a. Performance of Safety Sensitive Functions.

An employee is prohibited from performing any safety sensitive functions and from engaging in any work-related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post-accident testing as specified in this policy.

b. Unauthorized Use and/or Possession of a Controlled Substance.

An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription ~~or other lawful authorization~~, it is the employee's duty to inform ~~any prescribing~~the doctor that they perform safety sensitive

functions while at work and to obtain from that doctor a release to perform such work while taking or using the substance. The employee is prohibited from using the prescribed or authorized substances other than in the amount and manner prescribed or authorized and is prohibited from performing work when under the influence of any substance that impairs their ability to work safely.

c. *Notification of Side Effects of Prescribed Controlled Substance.*

Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work-related activity.

d. *Unauthorized Possession of Alcohol on Duty.*

An employee is prohibited from the unauthorized possession of alcohol while on duty.

e. *Requirements for Employee to Notify of Violation/Conviction.*

Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.

f. *Consequences of Testing Positive.*

An employee testing positive on an alcohol and/or controlled substance test [as provided herein](#) will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment subject to applicable law. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test, at the employee's expense.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination subject to applicable law.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

a. Testing

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return-to-work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least one hundred twenty (120) days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel and police officers who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to involve a police officer, who shall complete the appropriate required documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled

substance testing. The City will document the reasons for not promptly conducting the required tests.

3. Post-Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require delay of medical attention or other assistance necessary in responding to the accident.

4. Random Testing

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse, at the employee's expense. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. Follow-Up Testing

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, at the employee's expense. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date, at the employee's expense.

7. *Confirmatory Testing*

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

b. *Failure to Test*

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

c. *Testing Procedures and Results*

1. *Alcohol*

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath and shall be conducted under the supervision of a police officer. An initial screening test will be conducted. Any result that is less than 0.02

alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity and the employee shall not be permitted to resume work, if at all, until the employee is: (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test. All costs associated with evaluation by a SAP, a rehabilitation contract and applicable testing shall be paid by the employee.

2. *Controlled Substances*

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two-stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is [a satisfactoryan alternative medical explanation for the test result before making a final determination as to whether the results are positive or negative](#). The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYEE ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or

alcohol abuse. All costs associated with evaluation by a SAP and employee assistance in resolving problems associated with the controlled substance or alcohol abuse shall be paid by the employee.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic (alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. [49 USC 31306 Omnibus Transportation Employee Testing Act of 1991](#)
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.

RESOLUTION NO. 1618

**A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, ADOPTING
THE VENABLE PARK MEMORIAL PROJECT PLAN.**

WHEREAS, the City of Creve Coeur entered into an agreement with Via Partnership, as the memorial consultant, for the Venable Park Memorial Project Plan; and

WHEREAS, the City Council recognizes the Project Plan as the primary document to guide the memorial process; and

WHEREAS, the City Council approved the members of the Jury at the December 12, 2022 City Council meeting, who will recommend the artist to the City Council for final selection; and

WHEREAS, the Project Plan was developed by Via Partnership through a process that involved engagement with Creve Coeur residents, the Arts Committee, the Parks and Historic Preservation Committee and the City Council.

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

SECTION 1: The Venable Park Memorial Project Plan attached hereto as Exhibit 1 is hereby adopted. 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 and the Plan, subject to Council review and approval of specific projects and expenditures in accordance with established procedures.

SECTION 2: This Resolution shall become effective upon its passage.

ADOPTED THIS 9TH DAY OF JANUARY, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CITY OF CREVE COEUR



MEMORANDUM

Date: January 3, 2023
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Adoption of the Venable Park Memorial Project Plan

The final draft of the Project Plan has been created and now is ready for adoption by the City Council to honor the legacy of Dr. Venable.

The Project Plan has been created by Meridith McKinley, with Via Partnership, discussed and reviewed by staff, the Venable Park Task Force, the Parks and Historic Preservation Committee, the Arts Committee and the City Council.

The plan will serve as the roadmap to guide the memorial process.

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

Introduction

A key recommendation of the Venable Park Task Force was to deepen the commemorative elements of Venable Park, beyond the renaming. The Task Force noted this could be achieved through elements including additional signage, a memorial, educational programming, and aesthetic features in the park that help tell this story. This recommendation was endorsed by the City Council in the resolution that re-named the park.

To help facilitate the process of developing the memorial and related elements, the City of Creve Coeur has hired Meridith McKinley, a public art consultant with Via Partnership. McKinley invited Geoff Ward, Professor of African and African American Studies at Washington University in St. Louis, to assist with research and planning for the memorial. McKinley and Ward are researching stakeholder interests and design possibilities and will help facilitate the process with the City of Creve Coeur to select an artist and coordinate with the artist through design development and approval.

This Project Plan lays out the goals, artist selection process, design approval process, budget, timeline, and engagement strategy for the memorial. It has been informed through meetings with the Venable Park Task Force, Venable family members, and community stakeholders; as well as through the overall planning process for the Venable Park Master Plan, which has included community meetings, surveys, and meetings with the planning team.

This document will serve as the roadmap that will be followed by the City Council and staff in commissioning an artist contribution to the further development of the memorial park.

Site and Context

Venable Park

Dr. H. Phillip Venable Memorial Park is located at 10630 Country View Drive and is one of Creve Coeur's busiest parks. Spanning seven and a half acres, the park features a half-mile paved trail, three tennis courts, a soccer field, two playgrounds, a picnic pavilion, barbecue grills and seasonal restrooms.

Dr. Venable and the Venable Family

Dr. Howard Phillip Venable (1913-1998), an accomplished ophthalmologist, was chief of the ophthalmology department at Homer G. Phillips Hospital, which had been the only hospital in St. Louis, Missouri, for African Americans. In the late 1950s, Dr. Venable was the first African American to join the faculty of Washington University School of Medicine, as well as the faculty of St. Louis University School of Medicine. In addition to his numerous medical achievements in ophthalmology, he mentored and assisted numerous young medical students of color in fulfilling their dreams and aspirations.

In 1956, Dr. Venable and his wife, Katie W. Venable, purchased land in a new development located in Creve Coeur, Missouri, with the desire to build a new home for his family. This home was never to be lived in as his property was taken by eminent domain when the Venables refused to sell it first to their white neighbors and later to the City. The Venables fought a three-year battle in the Missouri courts, all to no avail. Both city and court records showed that the people leading the effort to obtain Dr. Venable's land were motivated by bigotry and racial animus and sought to prevent the Venables from building

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

their home in the city due to their race. Their land and home were used for the creation of a park, Beirne Park, named after the mayor who led the neighbors and the City to take the Venables' property.

The Venable Park Task Force

In December 2019, the City of Creve Coeur passed a resolution to rename the park the Dr. H. Phillip Venable Memorial Park. The park was officially renamed in 2021.

Additionally, a task force was formed to make recommendations for honoring Dr. Venable and his family with a rededication ceremony and promoting further understanding of the park's history. This coalition of concerned citizens is working with Dr. Venable's family to continue to keep his contributions to medicine and civic achievements alive and cherished, and the wrongdoing to him rectified with honor and tribute.

The Venable Park Master Plan (2022)

In 2022, the city initiated a planning process for Venable Park to guide future park improvements, building on the 2019 Parks Master Plan. Led by the consulting team of HDR and Design for Others (D4O), the planning process has included a public meeting and a community survey. Preliminary design of the plan is anticipated by the end of 2022.

Memorial Components

For the purpose of this project plan, there are four distinct memorial components.

- 1) *A commemorative artwork, designed by a professional artist*, that engages visitors in the Venable's story. The goals and art selection process described below specifically address the process for commissioning the commemorative artwork.
- 2) *Design elements* that are integrated into the overall park design that support the commemorative artwork and other memorial elements, and support making the park more welcoming, that is, "a park for all of the people." Consideration should be given to creating a flexible space within the park that can be used for intimate gatherings and small group activities. The selected artist may participate in charettes with the design team in the development of the park design.
- 3) *Signage* that tells the Venable's story. The copy for this signage will be developed through a separate process, in consultation with the Venable Park Task Force. The signage placement and design will be determined through the park master planning and commemorative artwork design process.
- 4) *Future programming and educational materials* that are inspired by Dr. and Mrs. Venable's life and accomplishments and their pursuit of justice. The selected artist will be asked to consider how the park could be used for programming, but the details and coordination of future programs and educational materials will be led by the City of Creve Coeur and the Task Force.

Artwork Goals

The overall goals for the *commemorative artwork*, in concert with the park design, signage and other elements is to:

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

- Honor the Venable family and inspire the community through a visually compelling, engaging, and unique work of art.
- Educate the public about the Venables and other families and their struggle with Creve Coeur.
- Create a lasting memory of the legacy of Dr. Venable in all aspects of his life.
- Inspire contemplation and dialogue about the past and current struggles for justice and civil rights.
- Complement other park uses and the overall park design in terms of siting and scale.

Artist's Scope of Work

The selected artist's scope will include:

- Develop final design documents of the approved concept design for approval.
- Fabricate the artwork in conformity with the final design.
- Deliver and install the artwork in conformity with the final design.
- Participate in community dedication events and other activities as requested by the city.

Selection Process

The selection of an artist and the review of the Concept Design will be informed by an *ad hoc Venable Park Memorial Jury*, described below. Concept designs will also be reviewed by the Venable Park Task Force and relevant boards and committees. Final approval of artist selection and Concept Design will rest with the City Council.

The Venable Park Memorial Jury

The Jury will include representatives from the following categories. Jury members will be approved by the City Council.

- The Venable Park Task Force members (2) – Pier Alsup and Jim Singer
- Venable family member (1) – Rossalind Woodhouse
- Art Committee members (2) – Lisa Hilton and Linda Kusmer
- Parks and Historic Preservation Committee member (1) – Nanci Allen
- Practicing artist (1) – Tim Portlock
- Local educator (1) – Changa Bey
- Member of the HDR/D4O design team (1) – Jon Brooke
- Project consultant (1) – Geoff Ward
- Council Liaison (1) – Dan Tierney

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

The role of the Jury is to:

- Attend a project kickoff to review the selection process and to tour the park.
- Provide input on artists invited to apply/artist outreach.
- Review artist submissions, interview finalists, and select finalists.
- Review the finalist concept proposals and *recommend* an artist and concept for approval.
- Provide regular updates back to the board, committee or task force represented (if applicable).
- Attend and spread the work about community events related to the project.

Artist Selection

An open call will be used to develop the pool of artists for consideration for the Venable Park Commemorative Artwork/Memorial. In an open call, the opportunity is open to all qualified and eligible artists. The Call for Artists will be shared locally via websites, listservs, social media, and email lists where opportunities for artists are posted. The Call for Artists will also be shared nationally on a limited basis to artists identified by the consulting team and jury, and with professional colleagues and networks that can reach artists who have experience developing commemorative artwork and meet the criteria.

The opportunity will be open to artists and artist teams residing in the United States with an interest in and/or previous work relating to civil rights, social justice, or racial discrimination. The selected artist will also have experience executing ideas from concept to completion, and meeting a specified budget and timeline. Previous experience working in the public realm and with a public agency preferred.

Call for Artists

Based upon the approved Project Plan, the City of Creve Coeur, working with its project consultants, will draft a Call to Artists. Interested artists will be invited to submit qualifications, including:

- Brief letter/statement describing their interest in the project and their approach to creating site-specific and/or commemorative artwork.
- A résumé, CV or bio.
- Three professional references.
- Up to 10 sample images of previously completed projects that represent their body of work.
- Information about each work sample, including: artist's name, artwork title, a brief description of the artwork, media, completion date, dimensions, location, and total budget/cost.

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

Jury Review of Submittals and Selection of Finalists

Via will facilitate the review of qualifications with the Jury based upon the goals for the project. The Jury will recommend up to three artists to develop a site-specific Concept Proposal. The Concept Proposal will include a rendering, narrative description, fabrication methods, budget, and timeline.

Finalists will be required to participate in a project orientation, conduct a site visit, meet with key stakeholders, present their Concept Proposal to the Jury, and prepare materials that can be used for the public display of the Concept Proposals. Via will also check finalist references.

Finalists will be paid a stipend of \$2,500 to develop and present their Concept Proposal. Artists living more than 100 miles from Venable Park will be paid an additional amount up to \$1,000 for travel and lodging expenses for the site visits.

Jury Review of Concept Proposals and Recommendation

The finalists will present their Concept Proposals to the Jury. The Concept Proposal will consist of:

- Renderings of the artwork from different vantage points to convey how the artwork is situated in the park.
- A preliminary itemized budget.
- A narrative description of the artwork and how it meets the goals of the project.
- A description of the materials and methods for fabrication.
- A preliminary timeline for fabrication and installation.

The Concept Proposal renderings and narrative will be placed on display for public comment. Public comments will be shared with the Jury at the end of the public comment period.

The Jury will meet to review the Concept Proposals, references and public comments and recommend a final artist/design for the project.

If the Jury is unsatisfied with the outcomes of the Concept Proposal process, they may opt to not recommend a concept for approval, or to ask one or more artists to revise their Concept Proposal for consideration.

Approval of Concept Proposal

The jury recommended Concept Proposal will be approved by the City Council.

The artist's work may also influence other design decisions related to the overall park design. The overall park design will be reviewed according to the process for park design review and approval.

Community Engagement

Selected artists will conduct meetings or interviews during the concept development process to learn about the park, the community, and the impact of the Venable story in Creve Coeur.

The Concept Design will be placed on view for comment. Comments will be shared with the Jury and will be factored into the design approval process.

Dr. H. Phillip Venable Memorial Park

Memorial and Commemorative Artwork Project Plan

Other opportunities to meet and interact with the artist can be designed with the artist once he/she/they are on board. This might include an artist talk or discussion, meet the artist opportunities, and other artist-designed engagement activities.

Stakeholders

Community engagement should build upon the existing stakeholder base for Venable Park. These will include, but may not be limited to, representatives from:

- Venable Family
- Venable Park Task Force
- Parks and Historic Preservation Committee
- Arts Committee
- Local and Private Schools
- Local neighborhood residents

Proposed Timeline

October 2022	Venable Park Task Force reviews and recommends Project Plan.
November 2022	Project Plan shared with relevant boards and committees for their review. Project Plan submitted to City Council for direction.
January 2023	Submit final plan to City Council for adoption. Convene Jury.
February 2023	Issue Call for Artists.
April 2023	Jury reviews qualifications, selects finalists.
May 2023	Finalists attend orientation, make site-visits, and begin design work. Contract.
July 2023	Finalists present Concept Proposals to Jury. Concept Proposals placed on display for comment.
September 2023	Jury reviews comments and recommends Concept Proposal.
November 2023	Concept Proposal approved by the City Council.
December 2023	Artist submits the final design for technical review.
January 2024	Artist begins fabrication (approximately six months).
TBA 2024	Installation and dedication.

Dr. H. Phillip Venable Memorial Park Memorial and Commemorative Artwork Project Plan

Estimated Budget

Artist Proposal Stipend (3 x \$2500)	\$7,500
Artist Proposal Travel Stipend (if needed, 3 x \$1,000)	\$3,000
Artist design fee for commemorative artwork	\$25,000
Fabrication and installation of commemorative artwork	\$200,000
Project management	\$10,000
Interpretative Signage and Artwork Plaque Writing, Design, Fabrication, Installation; and Educational Component	\$35,000
Café (application management system)	\$1,000
Contingency	\$18,500
TOTAL	\$300,000

Park Construction Budget or Additional Art Budget

Site work, foundation, landscaping, and lighting for artwork	\$25,000
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Anticipated Funding Sources

City of Creve Coeur	\$150,000
HDR Foundation	\$100,000
Donations*	\$50,000
TOTAL **	\$300,000

* To be composed of members of the Venable Park Task Force, PHP and Arts Committee and other volunteers. Includes \$24,100 raised to date.

** Potential resources may include in-kind support.

*incorporating Venable Park Task Force Feedback 10/12/22
incorporating PHP and Arts Committee Feedback 10/19/22
incorporating City Council Feedback 11/14/22*

RESOLUTION NO. 1619

**A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING
RESOLUTION NO. 1572, EXTENDING THE TIME FOR THE FINAL
RECOMMENDATIONS OF THE VENABLE PARK TASK FORCE.**

WHEREAS, City Council approved Resolution No. 1470 on January 27, 2020 creating the Venable Park Task Force and outlining the mission and time frame; and

WHEREAS, City Council approved Resolution No. 1519 on November 23, 2020 extending the timeframe for the Venable Park Task Force to December 31, 2021 to allow the Task Force to complete its work on the park memorial; and

WHEREAS, City Council approved Resolution No. 1572 on December 13, 2021 extending the timeframe for the Venable Park Task Force to December 31, 2022 to allow the Task Force to complete its work on the park memorial;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1: City Council extends the deadline set forth in Resolution No. 1572 until December 31, 2023, to allow the Task Force to conclude its work. The Task Force shall continue to make regular reports to the City Council with status updates on its recommendations. The Task Force shall be deemed dissolved on December 31, 2023, unless Council determines additional time is needed.

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 9TH DAY OF JANUARY, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

RESOLUTION NO. 1470

A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, REVISING THE NAME AND ESTABLISHING A TASK FORCE TO MAKE RECOMMENDATIONS FOR MEMORIALIZING THE HISTORY OF VENABLE PARK.

WHEREAS, the City adopted Resolution 1467 on December 9, 2019, renaming the first City park to the H. Phillip Venable Memorial Park, and

WHEREAS, the City Council wants to slightly revise the name of the park based on requests from the Venable family and other interested parties, and

WHEREAS, Resolution 1467 calls for the City to memorialize the history of Venable Park, and

WHEREAS, the City Council desires community input on how to best memorialize this history and identify potential resources in doing so,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1 - The name of the park is hereby revised to be the "Dr. H. Phillip Venable Memorial Park".

SECTION 2 - There is hereby established a Venable Park Task Force to make recommendations to the City Council for implementing Section 2 of Resolution 1467, which states:

The City shall duly consider amendments to the recently approved Parks Master Plan to incorporate suitable signage, memorial, educational and esthetic features in and around the park consistent with the intent of this resolution. At an appropriate time, the City shall conduct a ceremony to rededicate the park, honor the Venables, and promote further understanding of the history behind the park and the City's ongoing dedication to promote the welfare of all people.

SECTION 3 - The Task Force shall be comprised of up to nine members, a majority of which shall be Creve Coeur residents. The Task Force shall include up to two representatives from the City's Parks and Historic Preservation Committee (PHP). The Mayor and City Council shall submit initial nominations to a nominating committee, consisting of the Mayor, Council President, and a third Council member selected by the City Council. Such nominations shall be submitted no later than Monday, February 17, 2020. PHP's nominees(s) shall be designated to the nominating committee by the PHP as soon as possible. The City Council shall select one of its members to serve as Chairperson of the Task Force. The Task Force Members shall elect a Vice Chairperson, and the City Administrator shall designate a staff liaison.

SECTION 4 - The Task Force shall make regular reports to the City Council and shall make its recommendations and otherwise conclude its work no later than one year from the date of adoption of this Resolution, at which time the Task Force shall be deemed dissolved unless otherwise determined by the Council.

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 27th DAY OF January, 2020.


Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

RESOLUTION NO. 1519

**A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING
RESOLUTION NO. 1470, EXTENDING THE TIME FOR THE FINAL
RECOMMENDATIONS OF THE VENABLE PARK TASK FORCE.**

WHEREAS, City Council approved Resolution No. 1470 on January 27, 2020 creating the Venable Park Task Force and outlining the mission and time frame; and

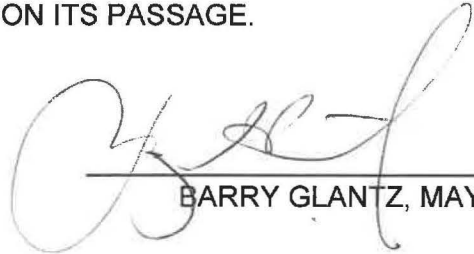
WHEREAS, on November 9, 2020 the Task Force gave their recommendations to Council and requested additional time to conclude their tasks; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1: City Council extends the deadline set forth in Resolution No. 1470 by an additional six months, to July 27, 2021, to allow the Task Force to conclude its work. The Task Force shall continue to make regular reports to the City Council with status updates on its recommendations. The Task Force shall be deemed dissolved on July 27, 2021, unless Council determines additional time is needed.

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 23RD DAY OF NOVEMBER, 2020.


BARRY GLANTZ, MAYOR

ATTEST:


DEBORAH RYAN, MPCC
CITY CLERK



RESOLUTION NO. 1572

**A RESOLUTION OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING
RESOLUTION NO. 1519, EXTENDING THE TIME FOR THE FINAL
RECOMMENDATIONS OF THE VENABLE PARK TASK FORCE.**

WHEREAS, City Council approved Resolution No. 1470 on January 27, 2020 creating the Venable Park Task Force and outlining the mission and time frame; and

WHEREAS, City Council approved Resolution No. 1519 on November 23, 2020 extending the timeframe for the Venable Park Task Force to July 27, 2021 to allow the Task Force to complete its work on the Park Rededication Event; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1: City Council extends the deadline set forth in Resolution No. 1470 until December 31, 2022, to allow the Task Force to conclude its work. The Task Force shall continue to make regular reports to the City Council with status updates on its recommendations. The Task Force shall be deemed dissolved on December 31, 2022, unless Council determines additional time is needed.

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 13TH DAY OF DECEMBER, 2021.



DR. ROBERT HOFFMAN
MAYOR

ATTEST:



KELLIE HENKE,
CITY CLERK





December 29, 2022

Mr. Jason Valvero
Director of Parks & Recreation
11400 Olde Cabin Rd.
Creve Coeur, MO 63141

Dear Jason,

Thanks for your time over the phone today. Per our discussion, this letter serves as our request for a "lock" on the new ice rink rate effective Fall 2023 youth hockey season. Any increases to our rink rates are passed on directly to our 600 families. With the ice rink rate increase being significant (\$30/sheet increase), we need to be able to set an expectation with our membership on how we are controlling costs. Working with a good ice rink partner like Creve Coeur I am confident we can do that.

We do believe a request to "lock" the new rate for 24-36 months is reasonable and appreciate the City's consideration in our request. Should you have any questions feel free to reach out to me at [314-322-2084](tel:314-322-2084)/stlrocketspres@gmail.com or Jamie Cacciabando directly.

Sincerely,

A handwritten signature in black ink that reads "Drew Acree". The signature is written in a cursive, flowing style.

Drew Acree
President, St. Louis Rockets Hockey Association

The St. Louis Rockets Hockey Association is a non-profit 501(c)3 organization. We are a fully-sanctioned member of USA Hockey, and we rely on the collaborative efforts of many people who volunteer their efforts in providing a forum for youth ice hockey. While our players have a wide range of skill levels, they are all committed to the sport and display an intense desire to improve as athletes and individuals.

Our programs stress sportsmanship, friendship, goodwill, and strong values. Our players go on to play high school hockey, win state championships and earn collegiate scholarship opportunities, but all of our players take away lifetime skills, team concepts and relationships that will benefit them both on and off the ice.