Table of Contents

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, April 25, 2011
7:00 PM

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Acceptance of Certification of the General Election Results - April 5, 2011

Swear In Newly Elected and Re-Elected Officials

COMMENTS FROM THE GENERAL PUBLIC

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

However, the May 9th and 23rd Council Meetings will begin at 7:30 p.m. due to extended Budget work sessions.

CONSENT AGENDA

a. **Council Minutes dated April 11, 2011**

b. **Resolution No. 959 - A Resolution Approving Changes To The IRS Section 125 Flexible Benefits Plan For Full Time Employees Of The City Of Creve Coeur.**
   Summary: The City maintains an IRS Section 125 Plan, which allows employees to make pre-tax contributions towards certain benefits including health and dental insurance. The plan has been amended over the years and should be ratified by resolution of the City Council.

BILLS PAYABLE REPORT

For Information Only
Summary: A report of bills payable dated April 20, 2011 in the amount of $87,829.90 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5307 - An Ordinance Authorizing The Execution Of A Police Mutual Aid Agreement Between The Cities Of Creve Coeur, Frontenac And Town And Country. Final Reading and Passage**
   Summary: With the formation of the West Central Dispatch Center (WCDC), the police departments of Creve Coeur, Frontenac and Town and Country have deemed it to be in their best interest to enter into a police mutual aid agreement. The purpose of the agreement is to provide for mutual cooperation in the event of an emergency situation.

NEW BUSINESS

3. **Bill No. 5308 - An Ordinance Amending The Traffic Code Regarding Traffic Schedules Within The City Of Creve Coeur. First Reading**
   Summary: The City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update the traffic schedules of the City of Creve Coeur for reasons of public safety and welfare.

4. **Resolution No. 960 - A Resolution That Would Authorize The Sale Of Police Department Weapons To Gulf States Distributors**
   Summary: The Police Department replaced its service weapons in the 2009/2010 fiscal year with Sig Sauer 40 caliber pistols at a cost of $35,000.00. This created a surplus of weapons in the armory. The sale of the surplus weapons will offset a significant portion of the cost of the new service weapons. The surplus weapons (Beretta pistols) were purchased by the Police Department in the early 1990's, but have been well maintained. The total sale price is $26,385.

APPOINTMENTS

5. **Council President**
   Summary: Council appoints a new Council President annually following the General Election.

6. **Appointment of Council Liaisons**
   Summary: The Stormwater, Employee Pension Board and Economic Development Commission are in need of new Council Liaisons.

BUSINESS FROM THE MAYOR and CITY COUNCIL

7. **Olive TDD - You Paid for It Segment**
   Summary: Requested by Council Member Bryant. Deferred at the December 13, 2010, January 10 and 24, 2011 Council Meetings
8. **Proclamations**
   Summary: Mayor Dielmann has requested discussion of this item.

BUSINESS FROM CITY ADMINISTRATOR

9. **Transmittal of Fiscal Year 2012 Annual Budget**
   Summary: Pursuant to the City Charter, the City Administrator will transmit the proposed budget to the City Council. Budget work sessions will be held prior to each of the May Council meetings, 6:00 pm to 7:30 pm.

10. **TDD Updates**
    Summary: Staff will provide an update on the Olive Boulevard and Olive/Graeser Transportation Development Districts.

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

Posted: ______________________ posted 4/20/2011
Deborah Ryan, MRCC
City Clerk

GENERAL MUNICIPAL ELECTION
ST. LOUIS COUNTY, MISSOURI
TUESDAY, APRIL 5, 2011

OFFICIAL FINAL RESULTS

WITH 20 OF 20 PRECINCTS REPORTING

	TOTAL	PERCENT		TOTAL	PERCENT
01 = REGISTERED VOTERS - TOTAL	13,100		03 = VOTER TURNOUT - TOTAL		16.82
02 = BALLOTS CAST - TOTAL	2,204				

	01	02	03
0301 CC1	1217 .	188	15.45
0304 CC4	265 .	10	3.77
0309 CC9,10	252 .	56	22.22
0311 CC11,16 MR65	1858 .	345	18.57
0314 CC14,24,51 MR10	1795 .	298	16.60
0323 CC23	1305 .	208	15.94
0330 CC30,33,62	530 .	76	14.34
0332 CC32,56	50 .	11	22.00
0349 CC49	602 .	125	20.76
0355 CC55	413 .	65	15.74
0358 CC58	478 .	70	14.64
0359 CC59	174 .	22	12.64
1609 MHT9	1321 .	254	19.23
1816 MR16,47	948 .	199	20.99
1817 MR17	147 .	10	6.80
1858 MR58	138 .	22	15.94
1873 MR73 CC36	919 .	158	17.19
1875 MR75	190 .	35	18.42
1876 MR76	162 .	14	8.64
1877 MR77	336 .	38	11.31

WITH 5 OF 5 PRECINCTS REPORTING

COUNCIL MEMBER CREVE COEUR WARD 1
(Vote for) 1

	VOTES	PERCENT		VOTES	PERCENT
01 = ANTHONY F. (TONY) KARDIS	236	45.74			
02 = ELIZABETH (BETH) KISTNER	279	54.07	03 = INVALID WRITE-IN	1	.19

	01	02	03
0323 CC23	103	102	0
0330 CC30,33,62	29	47	0
0332 CC32,56	4	7	0
0358 CC58	27	41	0
1873 MR73 CC36	73	82	1

WITH 7 OF 7 PRECINCTS REPORTING

COUNCIL MEMBER CREVE COEUR WARD 2
(Vote for) 1

	VOTES	PERCENT
01 = TARA NEALEY	388	100.00
02 = INVALID WRITE-IN	0	

Precinct	01	02
0304 CC4	7	0
0314 CC14,24,51 MR10	247	0
0355 CC55	58	0
0359 CC59	15	0
1858 MR58	17	0
1876 MR76	12	0
1877 MR77	32	0

WITH 4 OF 4 PRECINCTS REPORTING

COUNCIL MEMBER CREVE COEUR WARD 3
(Vote for) 1

Candidate	VOTES	PERCENT
01 = ROBERT G. HADDENHORST, JR.	172	29.50
02 = CHARLOTTE D'ALFONSO	410	70.33
03 = INVALID WRITE-IN	1	.17

Precinct	01	02	03
0309 CC9,10	18	35	1
0311 CC11,16 MR65	86	249	0
1816 MR16,47	66	120	0
1817 MR17	2	6	0

WITH 4 OF 4 PRECINCTS REPORTING

COUNCIL MEMBER CREVE COEUR WARD 3 (UNEXPIRED TERM)
(Vote for) 1

Candidate	VOTES	PERCENT
01 = ROBERT HOFFMAN	431	96.64
02 = INVALID WRITE-IN	15	3.36

Precinct	01	02
0309 CC9,10	34	0
0311 CC11,16 MR65	232	11
1816 MR16,47	157	4
1817 MR17	8	0

WITH 4 OF 4 PRECINCTS REPORTING

COUNCIL MEMBER CREVE COEUR WARD 4
(Vote for) 1

Candidate	VOTES	PERCENT
01 = SCOTT SAUNDERS	365	62.61
02 = MELVIN KLEARMAN	218	37.39
03 = INVALID WRITE-IN	0	

Precinct	01	02	03
0301 CC1	115	69	0
0349 CC49	91	26	0
1609 MHT9	136	113	0
1875 MR75	23	10	0

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507,R.S.Mo 1978, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST FOR THE CANDIDATES AND ISSUES AT THE GENERAL MUNICIPAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 5, 2011. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN MAPLEWOOD, ST. LOUIS COUNTY, MISSOURI, ON APRIL 19, 2011.

Richard H. Kellett — RICHARD H. KELLETT, CHAIRMAN

Julie R. Jones — JULIE R. JONES, SECRETARY

Anita Yeckel — ANITA T. YECKEL, COMMISSIONER

A. Pluemer — ANN PLUEMER, COMMISSIONER

AFFIDAVIT OF PUBLICATION

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

Before the undersigned, a Notary Public in and for the county of St. Louis, Missouri, personally appeared before **Gordon Friedrich**, of **The Countian**, a daily newspaper published in the county of St. Louis, Missouri; who, being duly sworn, say that they have complied with all of the provisions of the laws of this state regulating newspapers and the **The Countian** publication of legal notices, and is qualified to publish the annexed notice or advertisement; and that it was published in **The Countian** for 1 day, the first publication being on the **23rd** day of **March 2011** and the last publication being on the **23rd** day of **March 2011** to wit:

03/23/2011

Gordon Friedrich

Subscribed and sworn before me this 23 day of MAR 2011
(SEAL)

Notary Public

KIMBERLY KAEMMERER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: April 27, 2014
Commission # 10967146

M-23

NOTICE OF
GENERAL MUNICIPAL ELECTION
CITY OF CREVE COEUR
MISSOURI

Notice is hereby given that a General Municipal Election will be held in the City of Creve Coeur, St. Louis County, Missouri, on Tuesday April 5, 2011, between the hours of 6:00 a.m. and 7:00 p.m., CDST, for the purpose of presenting the following ballot to the duly qualified electors of said city.

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 1
TWO Year Term
(Vote for ONE)

[ ] ANTHONY F. (TONY) KARDIS
[ ] ELIZABETH (BETH) KISTNER

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 2
TWO Year Term
(Vote for ONE)

[ ] TARA NEALEY

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 3
TWO Year Term
(Vote for ONE)

[ ] ROBERT G. HADDENHORST, JR.
[ ] CHARLOTTE D'ALFONSO

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 3
ONE Year Unexpired Term
(Vote for ONE)

[ ] ROBERT HOFFMAN

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 4
TWO Year Term
(Vote for ONE)

[ ] SCOTT SAUNDERS
[ ] MELVIN KLEARMAN

IN WITNESS WHEREOF, the undersigned composing the Board of Election Commissioners of St. Louis

AFFIDAVIT OF PUBLICATION

County, Missouri have caused this notice to be signed at the office of said Board in the City of Maplewood, St. Louis County, Missouri, the 25th day of January, 2011.

RICHARD KELLETT, Chairman
ANN PLUEMER, Commissioner
JULIE R. JONES, Secretary
ANITA YECKEL, Commissioner
Attest: JULIE R. JONES,
Secretary
BOARD OF ELECTION
COMMISSIONERS
10277496 County Mar 23, 2011

AFFIDAVIT OF PUBLICATION

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

Before the undersigned, a Notary Public in and for the county of St. Louis, Missouri, personally appeared before **Gordon Friedrich**, of **The Countian**, a daily newspaper published in the county of St. Louis, Missouri; who, being duly sworn, say that they have complied with all of the provisions of the laws of this state regulating newspapers and the **The Countian** publication of legal notices, and is qualified to publish the annexed notice or advertisement; and that it was published in **The Countian** for 1 day, the first publication being on the **30th** day of **March 2011** and the last publication being on the **30th** day of **March 2011** to wit:

03/30/2011

Gordon Friedrich

Subscribed and sworn before me this 30th day of Mar, 2011
(SEAL)

Notary Public

CHANEL JONES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 8, 2014
Commission # 10397721

M-23

NOTICE OF
GENERAL MUNICIPAL ELECTION
CITY OF CREVE COEUR
MISSOURI

Notice is hereby given that a General Municipal Election will be held in the City of Creve Coeur, St. Louis County, Missouri, on Tuesday April 5, 2011, between the hours of 6:00 a.m. and 7:00 p.m., CDST, for the purpose of presenting the following ballot to the duly qualified electors of said city.

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 1
TWO Year Term
(Vote for ONE)

[ ] ANTHONY F. (TONY) KARDIS
[ ] ELIZABETH (BETH) KISTNER

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 2
TWO Year Term
(Vote for ONE)

[ ] TARA NEALEY

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 3
TWO Year Term
(Vote for ONE)

[ ] ROBERT G. HADDENHORST, JR.
[ ] CHARLOTTE D'ALFONSO

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 3
ONE Year Unexpired Term
(Vote for ONE)

[ ] ROBERT HOFFMAN

COUNCIL MEMBER
CITY OF CREVE COEUR
WARD 4
TWO Year Term
(Vote for ONE)

[ ] SCOTT SAUNDERS
[ ] MELVIN KLEARMAN

SAID ELECTION WILL BE HELD IN THE FOLLOWING POLLING PLACE LOCATIONS:

AFFIDAVIT OF PUBLICATION

WARD1
CC32,56
CHURCH OF THE OPEN WORD
1040 DAUTEL LN
CC36 MR73
FIRST CH CHRIST SCIENTIST
10939 LADUE RD
CC58
HAMILTON CHRISTIAN CH
10545 OLD OLIVE ST RD
CC23
SPOEDE ELEM SCHOOL
425 SPOEDE RD N
CC30,33,62
ST PAULS EVANGELICAL CH
9801 OLIVE BLVD
WARD2
CC14,24,51,55 MR10
CREVE COEUR CITY HALL
300 NEW BALLAS RD N
MR76
FIRST CH CHRIST SCIENTIST
10939 LADUE RD
CC59
HAMILTON CHRISTIAN CH
10545 OLD OLIVE ST RD
CC04
MOUNT ZION METHODIST CH
1485 CRAIG RD
MR77
SPEC SCH DIST ADMIN. OFFICE
12110 CLAYTON RD
MR58
TRADITIONAL CONGREG/CC
12437 LADUE RD
WARD3
MR17
BNAI AMOONA CONGREG
324 MASON RD S
CC09,10
HOLY CROSS LUTHERAN CH
13014 OLIVE BLVD
CC11,16 MR65
PARKWAY NORTHEAST MID SCH
181 COEUR DE VILLE DR
MR16,47
TRADITIONAL CONGREG/CC
12437 LADUE RD
WARD4
MHT09
BELLERIVE ELEM SCHOOL
666 RUE DE FLEUR DR
MR75
BNAI AMOONA CONGREG
324 MASON RD S
CC01
HOLY CROSS LUTHERAN CH
13014 OLIVE BLVD
CC49
TRADITIONAL CONGREG/CC
12437 LADUE RD

IN WITNESS WHEREOF, the undersigned composing the Board of Election Commissioners of St. Louis County, Missouri have caused this notice to be signed at the office of said Board in the City of Maplewood, St. Louis County, Missouri, the 25th day of January, 2011.

RICHARD KELLETT, Chairman
ANN PLUEMER, Commissioner
JULIE R. JONES, Secretary
ANITA YECKEL, Commissioner
Attest: JULIE R. JONES,
Secretary
BOARD OF ELECTION
COMMISSIONERS
10278410 County Mar 30, 2011

MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, April 11, 2011
7:00 PM

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Council President Wang at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, April 11, 2011.

PLEDGE OF ALLEGIANCE

Austin McCollom of Troop 809, Philip Cibulka, Daniel Meyer and Seamus Pierson of Troop 769 led the Pledge of Allegiance.

INVOCATION

Council President Wang said the invocation.

ROLL CALL

The following members were in attendance:

Mrs. Kistner	Council Member Ward I
Mr. Kreuter	Council Member Ward I
Mr. Wang	Council Member Ward II
Mrs. Nealey	Council Member Ward II
Mr. Haddenhorst	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Ms. Bryant	Council Member Ward IV

* - Mayor Dielmann was absent.

COMMENTS FROM THE GENERAL PUBLIC

David Caldwell resident of 257 Brooktrail Court stated he would like to thank Laura Bryant for her ten years of service to the citizens of Creve Coeur as Council Member.

Bob Kent resident of 805 Country Manor Ln thanked Laura Bryant for her service to citizens of Creve Coeur as Council Member.

Bob Fry resident of 13084 Fern Trails Ln thanked Laura Bryant for her hard work and service to the citizens of Creve Coeur while serving as Council Member.

PUBLIC HEARING

Five Year Capital Improvement Plan FY 2012 - 2016

Mark Perkins, Jaysen Christensen and Jim Heines made a presentation regarding this public hearing.

Robert Kent, David Caldwell and Barry Glantz made comments regarding during this public hearing.

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

ACCEPTANCE OF AGENDA

Council Member Kistner moved, seconded by Council Member Haddenhorst to accept the agenda as presented.

Council Member Wang requested the addition of Item 11a – Plaques for Council Members under Business from Mayor and City Council.

Council Member Kistner moved, seconded by Council Member Haddenhorst to accept the agenda as amended and approve, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

ANNOUNCEMENTS

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

1. CONSENT ORDINANCE READINGS

a. Bill No. 5305 - An Ordinance Authorizing The Installation Of One (1) Fire Hydrant For Ladue Court Villas Located In The Cul-De-Sac At The End Of The Ladue Court Extension In The City Of Creve Coeur, Missouri. Final Reading

City Clerk read Bill No. 5305 for the final time.

2. CONSENT AGENDA

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

a. Council Minutes dated March 28, 2011

b. Bill No. 5305 - An Ordinance Authorizing The Installation Of One (1) Fire Hydrant For Ladue Court Villas Located In The Cul-De-Sac At The End Of The Ladue Court Extension In The City Of Creve Coeur, Missouri. Final Passage

Council President Wang call the question to approve the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5305 becomes Ordinance No. 5187.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated April 6, 2011 in the amount of $336,964.77 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5301 - An Ordinance To Amend Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Restricting Horses To A Minimum Of Three Acres, With No More Than One Horse Per One Acre Of Fenced Pasture. Final Reading and Passage

City Clerk read Bill No. 5301 for the final time.

Council Member Kistner moved, seconded by Council Member Kreuter to approve Bill No. 5301, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Bryant – Aye

Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5301 becomes Ordinance No. 5188.

4. **Bill No. 5302 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A Waterway Automotive Detail Center Located At 11664 Olive Boulevard. Final Reading and Passage**

City Clerk read Bill No. 5302 for the final time.

Council Member Haddenhorst moved, seconded by Council Member Nealey to approve Bill No. 5302, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5302 becomes Ordinance No. 5189.

5. **Resolution No. 956 - A Resolution Directing The City Administrator To Commence Negotiations To Reconcile The Scope Of Projects Of The Olive Boulevard Transportation Development District To Available Sources Of Funds And Achieve Completion Of Such Projects As Soon As Practical and Feasible.**

City Clerk read Resolution No. 956.

Council Member Rhoades moved, seconded by Council Member Hoffman to approve Resolution No. 956.

Council Member Bryant submitted for the record background documentation on which she is relying so that there is never any doubt as to the reasons why she feels this resolution is important. (Exhibit A)

President Wang called for the vote, which was as follows:

Council Member Kistner – Aye

Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye
Council Member Kreuter – Aye

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

NEW BUSINESS

6. **Bill No. 5307 - An Ordinance Authorizing The Execution Of A Police Mutual Aid Agreement Between The Cities Of Creve Coeur, Frontenac And Town And Country. First Reading**

City Clerk read Bill No. 5307 for the first time.

7. **Resolution No. 957 - A Resolution To Adopt The Capital Improvement Plan For The City Of Creve Coeur For The Period FY 2012 Through FY 2016**

City Clerk read Resolution No. 957.

Council Member Kistner moved, seconded by Council Member Kreuter to approve Resolution No. 957.

Council Member Nealey stated she felt that Mr. Kent brought up some good points during the public hearing regarding stormwater management and the City's dealings with MSD. Council Member Nealey stated she does not have a good understanding how staff prioritizes projects and some of the proposed projects are very expensive and it seems we should be working with MSD on these but not sure we do that.

Mark Perkins stated MSD's funding for any proposed projects in the metro area is very small. If the Council approves the CIP the City is not going to spend any money on any project until the project has been returned to Council for additional discussion and approval on the Stormwater Master Plan. Staff in not prepared to come back to Council yet but expect to have it on the agenda within the next couple of months.

Council Member Nealey asked if staff could speak directly regarding the reality of the small districts and who has done them and what are they good for.

Mark Perkins stated yes, all options will be covered by staff.

Council Member Hoffman he would like to know what other cities do with MSD projects.

Mark Perkins stated staff can find out that information. Creve Coeur has a unique number of creeks, streams and low lying areas and as a result there won't be a truly comparable area like ours.

Council Member Bryant asked how many other cities have a stormwater committee like Creve Coeur? Council Member Bryant stated we have a very high expectation of services between trash, leaves, limbs, golf course, etc and we have been fortunate enough to be in a situation with a good revenue stream to support these types of services over a long period of time. Now we are in a situation where budgets are tight and they are much tighter in other cities. At some point we may have to make choices. Council Member Bryant stated she doesn't necessarily agree that the golf course/ice arena has to make money or break even. As a City we make investments in community assets that we think are important. The real question is whether those assets continue to be important and valued by our city residents. Going forward we may need to make some hard choices and it is something to consider when we talk about raising taxes, cutting back on services but in the end it all has to come together. At some point we may have to choose between the golf course and subsidized trash service.

Council Member Rhoades thanked the citizens for their input and their thought process regarding this issue.

Council President Wang called for the vote to approve Resolution No. 957, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

8. Resolution No. 958 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Adler Custom Signworks, Inc. To Provide And Construct A Monument Sign For The Golf Course And Ice Arena For $19,639.85.

City Clerk read Resolution No. 958.

Council Member Kistner moved, seconded by Council Member Haddenhorst to approve Resolution No. 958.

Melissa Weiss, Public Information Officer stated staff put out for a bid a sign for the golf course/ice arena similar to the sign out in front of the government center. Staff is recommending pursuing a contract with Adler Custom Signworks who is the same contractor that constructed the Collins Park sign. Adler Custom Signworks was not the lowest bidder but staff considers them the lowest and best contractor. The lowest bidder did not have experience in constructing large scale monument signs, the next lowest bidder did not bid as specified in the RFP. Melissa Weiss stated this project includes landscaping, irrigation and lighting but is not included in the bid price as those items will be provided by City staff as well as demolition of the existing sign on that site. The total cost for this sign is $25,639 which includes the bid and staff projects.

Council Member Rhoades asked what will be the ongoing cost of maintenance, irrigation, etc.

Jim Heines stated the irrigation and landscaping that is planned for the sign is very minimal. There is a limited amount of space around this sign so there wouldn't be a lot of maintenance that would take place to keep it alive.

Mark Perkins stated from the stand point of our irrigation bill we are probably looking at $500 or less a year to maintain. If we don't irrigate we will be spending more staff time at the site trying to maintain the aesthetics.

Council Member Bryant stated this project, at least superficially, looks a bit superfluous and maybe more than optional. However, as a community we continue to operate a golf course and we are obligated to maintain it and probably have an obligation to provide decent signage. In addition, when this project was first brought up Council and staff looked at it as an opportunity to perhaps dress up the east side of 270 because there weren't opportunities to do that along Olive Blvd per say. Council Member Bryant asked the Ward II Council Members if they still concur that this would be something that would be appreciated and valued.

Council Member Wang stated he is always at the ice arena and there are always people there that have had difficulty in getting there and the signage would help. Council Member Wang stated perhaps in the future there would be Twittering about discounted ice time or tee times and signage would definitely help.

Council Member Nealey stated for the time being we have the golf course and right now there is a need for good signage. Council Member Nealey asked has anyone given thought to zeroscaping which requires no irrigation.

Jim Heines stated in a yard situation or a park setting zeroscaping would be ideal, but when you put plantings in the ground surrounded by asphalt and concrete there are serious concerns about anything surviving without irrigation.

Council Member Kistner stated she has been looking forward to this sign and the fact that it will advertise the golf course/recreation complex is secondary. Council Member Kistner stated she is looking forward to a new sign just from an aesthetics standpoint. What is currently there is crumbling, old and we have tried for a number of years among the tenants in the Business Park to contribute to doing something. This new sign is making an asset at an intersection right up on Olive Blvd. It is a prominent intersection and what is currently there doesn't look good. A little bit of landscaping is one of the most cost effective ways to beautify an area. The irrigation is essential to making those plantings survive. Council Member Kistner stated we are also overdoing this east versus west of Hwy 270 thing. This is not an east of 270 issues. This is a Creve Coeur/Olive Blvd prominent intersection and for those reasons she supports the new signage.

Council Member Hoffman asked if the signage for Millennium Park signage is included in this price?

Melissa Weiss stated this resolution is just for the signage at the golf course/ice arena.

Mark Perkins stated Council approval isn't needed for that park signage and staff will proceed with this project unless there is an objection.

Lynn Berry stated we don't need a $25,000 memorial to a dying golf course as we have a deficit. A directional sign like we have for the rest of the parks would work.

Council President Wang called the question to approve Resolution No. 958, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

9. Request to solicit donations/sponsorships for special events.

Council Member Kistner moved, seconded by Council Member Bryant to approve the request to solicit donations/sponsorships for the proposed special events.

Mark Perkins stated the Council recently adopted the revised policy regarding soliciting donations and sponsorships. The city has two events coming up that we wanted to obtain approval on as these events and the solicitations will likely exceed the $1,000 limit. The first one is the Police Department who in the last couple of years has partnered with Town and Country for a charity golf outing. Creve Coeur businesses would be solicited for this event. The proceeds for this event go to various charities. Mark Perkins stated the second event coming up is the annual Heart to Heart 5K run which has been sponsored jointly by the City and St. Johns Mercy Hospital. Previously St. Johns has donated $5,000 annually and now the event has essentially become self-sustaining.

Council Member Kistner stated she usually recuses herself on matters involving St. Johns as she is employed with them. Council Member Kistner asked the City Attorney if these items need to be separated so that she can recuse herself.

Carl Lumley stated the Council could do that if Council Member Kistner wanted to step down during the discussion.

Council Member Hoffman stated he disclosed that he is a staff member at St. Johns with no financial interest with them.

Council Member Wang stated it is good to hear that the 5K Run has done so well and each year it goes.

Council Member Kistner stated it was started by the Parks and Recreation Committee

Council Member Rhoades stated on the matter of disclosure she doesn't feel that this issue necessarily requires recusal.

Council President Wang called for the vote to approve solicitation of donations/sponsorships for upcoming City sponsored event as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

Council Member Bryant asked if this issue was a direct result from Council Member Rhoades efforts and recently passed ordinance.

Mark Perkins stated yes.

Council Member Bryant stated she appreciates the clarity and transparency for such a simple request.

BUSINESS FROM THE MAYOR and CITY COUNCIL

10. Request for Excused Absence

Council Member Kreuter moved, seconded by Council Member Bryant to approve Mayor Dielmann's request to extend his excused absences to cover meetings up to April 25, 2011, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye
Council Member Kreuter – Aye

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

11. Olive/I-270 Landscaping

Council Member Bryant stated this has been a topic of conversations as well as questions regarding the cost. Council Member Bryant stated last fall she and Mr. Perkins walked around various areas in the City looking for ways to maintain the aesthetic impact as well as reduce the maintenance time and costs.

Mark Perkins stated staff put before the City Council a contract to omit trimming to the burning bushes. Mark Perkins stated he feels that we can maintain a look that we want even with the reduced trimming and that is just one example. Mark Perkins stated staff member, Jim Heines has looked at the 270 area with the City's Arborist from a stand point to improve maintenance practices.

11a. Plaques for Council Members

Council Member Wang stated this was Mayor Dielmann's idea to have plaques made for outgoing Council Members.

Mark Perkins stated he had a discussion with the Mayor and felt this was a good idea.

Council Member Haddenhorst stated as a point of reference this is not unprecedented. Council Member Haddenhorst stated the Council gave a plaque to Rich Wolkowitz so it has been done before.

There was a consensus to proceed.

BUSINESS FROM CITY ADMINISTRATOR

12. House Bill 534

Mark Perkins stated House Bill 534 would propose an end to the current sales tax sharing formula that occurs in St. Louis County. Creve Coeur is one of the major contributors to the sharing formula as well as a portion that is in the pool since the late 80's. The St. Louis County Municipal League is going to form a task force to work on this issue and try to find a compromise. Cities are getting more active in this. A legislator from Fenton has filed the bill which has generated quite a bit of interest and the bill has made it out of committee this year. The City of Chesterfield has now hired a lobbyist to work in favor of this bill. The St. Louis County Municipal League has opposed this bill. One of the interesting items of this bill is that the largest benefactor is St. Louis County who received 34% of the pool funds. There are things to consider with this issue. There are suggestions that all cities should be point of sale and require all cities to stay on their own revenue stream. Another standpoint is for all municipalities to share all of the money, which would be worse for Creve Coeur. This formula is very complicated in its calculations and was a compromise over 20 years ago. Mark Perkins stated he wanted to give Council an opportunity to discuss this issue and ask any questions.

Council Member Haddenhorst stated he has a public comment before he rides off into the sunset. Council Member Haddenhorst stated it has been a pleasure to serve the residents of Ward III in Creve Coeur, thanked City staff beginning with Mr. Perkins and his professionalism, Chief Eidman, the City Attorney and all Council Member sitting at the dais, it has been a pleasure. Council Member Haddenhorst wished Dr. Saunders and Mrs. D'Alfonso all the best in their future endeavors.

Council Member Rhoades moved, seconded by Council Member Haddenhorst go into Executive Session at 9:48 p.m., pursuant to Section 610.020 (1) (legal matters), and Section 610.022, with the vote upon such motion begin as follows, to-wit:

Council Member Kreuter - Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Wang – Aye
Council Member Bryant - Aye
Council Member Kistner – Aye
Council Member Rhoades - Aye
Council Member Haddenhorst – Aye

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

Council Member Hoffman moved, seconded by Council Member Haddenhorst to adjourn Executive Session at 10:04 p.m. with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye
Council Member Kreuter – Aye

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

Council Member Haddenhorst moved, seconded by Council Member Kreuter to adjourn at 10:11 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter - Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Wang – Aye
Council Member Bryant - Aye
Council Member Kistner – Aye
Council Member Rhoades - Aye
Council Member Haddenhorst – Aye

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

____
Deborah Ryan
City Clerk

____
AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 Of The City Charter

RESOLUTION NO. 959

A RESOLUTION APPROVING CHANGES TO THE IRS SECTION 125 FLEXIBLE BENEFITS PLAN FOR FULL TIME EMPLOYEES OF THE CITY OF CREVE COEUR.

WHEREAS, THE CITY OF CREVE COEUR ADOPTED AN IRS SECTION 125 FLEXIBLE BENEFITS PLAN FOR FULL TIME EMPLOYEES BY RESOLUTION NO. 429 IN 1993, AND

WHEREAS, SAID PLAN DOCUMENT HAS BEEN UPDATED AND AMENDED FROM TIME TO TIME, AND

WHEREAS, CITY STAFF HAS DETERMINED THAT ADDITIONAL AMENDMENTS ARE NEEDED TO UPDATE THE PLAN,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI THAT:

SECTION 1 – The Section 125 Flexible Benefits Plan attached hereto as Exhibit A is hereby approved, with all changes to the prior plan being ratified and confirmed, and that the City Administrator is authorized to execute same on behalf of the City and that the City Clerk is authorized and directed to attest thereto. The Plan as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Plan.

SECTION 2 – THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 25TH DAY OF APRIL, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

EXHIBIT A

Flexible Benefits Plan
for the Employees of
the City of Creve Coeur

Plan Document

Effective January 1, 2009
Restated April 25, 2011

Flexible Benefits Plan
for the Employees of
the City of Creve Coeur

Plan Document

Table of Contents

Section 1
Introduction

1.1 Establishment of the Plan

The City of Creve Coeur (the "Employer") hereby establishes the City of Creve Coeur Cafeteria Plan (the "Plan") effective January 1, 2009 (the "Effective Date") and restated as of April 25, 2011.

1.2 Purpose of the Plan

This Plan allows an Employee to participate in the following Benefit Options:

- Premium Payment Plan (PPP) to make pre-tax Salary Reduction Contributions to pay the Employee's share of the premium or contribution for the Health Plan, the Dental Plan, the Accidental Death and Dismemberment Plan and the Vision Plan.

- Health Flexible Spending Account (Health FSA) to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Health Care Expenses.

- Dependent Care Assistance Program (DCAP) to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Dependent Care Expenses.

1.3 Legal Status

This Plan is intended to qualify as a "cafeteria plan" under the Code §125, and regulations issued thereunder and shall be interpreted to accomplish that objective.

The DCAP is intended to qualify as a dependent care assistance program under Code §129, and the Dependent Care Expenses reimbursed are intended to be eligible for exclusion from participating Employees' gross income under Code §129(a).

Although reprinted within this document, the Health FSA and the DCAP are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§105 and 129. The Health FSA is also a separate plan for purposes of applicable provisions of COBRA and HIPAA.

1.4 Capitalized Terms

Many of the terms used in this document begin with a capital letter. These terms have special meaning under the Plan and are defined in the Glossary at the end of this document or in other relevant Sections. When reading the provisions of the Plan, please refer to the Glossary at the end of this document. Becoming familiar with the terms defined there will provide a better understanding of the procedures and Benefits described.

Section 2
General Information

Name of the Cafeteria Plan	City of Creve Coeur Cafeteria Plan
Name of Employer	City of Creve Coeur
Address of Plan	300 N. New Ballas Road, Creve Coeur, Creve Coeur 63141
Plan Administrator	City of Creve Coeur
Plan Sponsor	City of Creve Coeur
Employer Identification Number	43-6005772
Named Fiduciary & Agent for Service of Legal Process	City of Creve Coeur
Type of Administration	The Plan is administered by the Plan Administrator with Benefits provided in accordance with the provisions of the City of Creve Coeur Cafeteria Plan. It is not financed by an insurance company and Benefits are not guaranteed by a contract of insurance. City of Creve Coeur may hire a third party to perform some of its administrative duties such as claim payments and enrollment.
Plan Number	501
Benefit Option Year	The twelve-month period ending December 31.
Plan Effective Date	January 1, 2009 (restated April 25, 2011)
Claims Administrator	Application Software Inc.
Plan Renewal Date	January 1
Internal Revenue Code and Other Federal Compliance	It is intended that this Plan meet all applicable requirements of the Internal Revenue Code of 1986 (the "Code"), and other federal regulations. In the event of any conflict between this Plan and the Code or other federal regulations, the provisions of the Code and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.
Discretionary Authority	The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion, shall determine the appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole

discretionary authority to interpret all Plan documents, and make all interpretive and factual determinations as to whether any individual is entitled to receive any Benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties. Any interpretation shall be subject to review only if it is arbitrary, capricious, or otherwise an abuse of discretion.

Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any Benefits or making any claim for Benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes in its sole discretion and further constitutes agreement to the limited standard and scope of review described by this Section.

Section 3
Benefit Options and Method of Funding

3.1 Benefits Offered

Each Employee may elect to participate in one or more of the following Benefits:

- Premium Payment Plan (PPP) as described in Schedule A.
- Health Flexible Spending Account (Health FSA) as described in Schedule B.
- Dependent Care Assistance Program (DCAP) as described in Schedule C.

Benefits under the Plan shall not be provided in the form of deferred Compensation.

3.2 Employer and Participant Contributions

- Employer Contributions. The Employer may, but is not required to, contribute to any of the Benefit Options. There are no Employer Contributions for the PPP under this Plan; however, if the Participant elects the PPP as described in Schedule A, the Employer may contribute toward the Health Plan as provided in the respective plan or policy of the Employer.
- Participant Contributions. The Employer shall withhold from a Participant's Compensation by Salary Reduction on a pre-tax basis, or with after-tax deductions, an amount equal to the Contributions required for the Benefits elected by the Participant under the Salary Reduction Agreement. The maximum amount of Salary Reductions shall not exceed the aggregate cost of the Benefits elected.

3.3 Computing Salary Reduction Contributions

- Salary Reductions per Pay Period. The Participant's Salary Reduction is an amount equal to:
  - o The annual election for such Benefits payable on a semi-monthly basis in the Period of Coverage;
  - o An amount otherwise agreed upon between the Employer and the Participant; or
  - o An amount deemed appropriate by the Plan Administrator. (Example: in the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)
- Salary Reductions Following a Change of Elections. If the Participant changes his or her election under the PPP, Health FSA, or DCAP, as permitted under the Plan, the Salary Reductions will be, for the Benefits affected, calculated as follows:
  - o An amount equal to:
    - § The new annual amount elected pursuant to the Method of Timing and Elections section below;

  - § Less the aggregate Contributions, if any, for the period prior to such election change;

  - § Payable over the remaining term of the Period of Coverage commencing with the election change;

- o An amount otherwise agreed upon between the Employer and the Participant; or

- o An amount deemed appropriate by the Plan Administrator. (Example: in the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)

- Salary Reductions Considered Employer Contributions for Certain Purposes. Salary Reductions to pay for the Participant's share of the Contributions for Benefit Options elected for purposes of this Plan and the Code are considered Employer Contributions.

- Salary Reduction Balance Upon Termination of Coverage. If, as of the date that coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the required Contributions necessary for Benefit Options elected up to the date of termination, the Employer will either return the excess to the Participant as additional taxable wages or recoup the amount due through Salary Reduction amounts from any remaining Compensation.

- After-Tax Contributions for PPP. After-tax Contributions for the Health Plan will be paid outside of this Plan.

3.4 Funding This Plan

- Benefits Paid from General Assets. All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer nor the Plan Administrator to maintain any fund or to segregate any amount for the Participant's benefit. Neither the Participant, nor any other person, shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets, it may hire a third party administrator to perform some of its administrative duties such as claims payments and enrollment.

- Participant Bookkeeping Account. While all Benefits are to be paid from the general assets of the Employer, the Employer will keep a bookkeeping account in the name of each Participant. The bookkeeping account is used to track allocation and payment of Plan Benefits. The Plan Administrator will establish and maintain under each Participant's bookkeeping account a subaccount for each Benefit Option elected by each Participant.

- Maximum Contributions. The maximum Contributions that may be made under this Plan for the Participant are the total of the maximums that may be elected for the PPP as described in Schedule A, Health FSA as described in Schedule B, and the DCAP as described in Schedule C.

Section 4
Eligibility and Participation

4.1 Eligibility to Participate

An individual is eligible to participate in this Plan if such individual meets the definition of Employee as set forth in the Glossary.

Eligibility requirements to participate in the individual Benefit Options may vary from the eligibility requirements to participate in this Plan.

4.2 Required Salary Reduction Agreement

To participate in the PPP, an Employee must complete, sign and return to the Plan Administrator a Salary Reduction Agreement by the deadline designated by the Plan Administrator. If an Employee fails to return a Salary Reduction Agreement, the Employee is deemed to have elected cash and will not be allowed to change such election until the next Open Enrollment unless the Employee experiences an event permitting an election change mid-year.

The Employee may begin participation on the 1st of the month coincident with or next following the date on which the Employee has met the Plan's eligibility requirements or in accordance with the Enrollment requirements each year.

4.3 Termination of Participation

A Participant will terminate participation in this Plan upon the earlier of:

- The expiration of the Period of Coverage for which the Employee has elected to participate unless during the Open Enrollment Period for the next Plan Year the Employee elects to continue participating;

- The termination of this Plan; or

- The date on which the Employee ceases to be an Employee because of retirement, termination of employment, layoff, reduction in hours, or any other reason. Eligibility may continue beyond such date for purposes of COBRA coverage, where applicable as set forth in the respective Schedule attached hereto, as may be permitted by the Plan Administrator on a uniform and consistent basis, but not beyond the end of the current Plan Year.

False or Fraudulent Claims. The Plan Administrator has the authority to terminate participation in the Plan if it has been determined that a Participant has filed a false or fraudulent claim for Benefits.

Termination of participation in this Plan will automatically revoke the Participant's participation in the elected Benefit Options, according to the terms thereof.

4.4 Rehired Employees

If a Participant terminates employment with the Employer for any reason, including, but not limited to, disability, retirement, layoff, leave of absence without pay, or voluntary resignation, and then is rehired within the same Plan Year and within 30 days or less of the date of termination of employment, the Employee will be reinstated with the same elections that the Participant had prior to termination. If the Employer rehires a former Participant within the same Plan Year but more than 30 days following termination of employment and the Participant is otherwise eligible to participant in the Plan, then the individual may make new elections as a new hire.

4.5 Eligibility Rules Regarding the Health FSA

An Employee enrolled in a Health Savings Account (HSA) is not eligible to enroll in the Health FSA.

4.6 FMLA Leaves Of Absence

Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under FMLA then to the extent required by FMLA, the Participant will be entitled to continue the Benefits that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. For example, the Employer will continue to pay its share of the Contribution to the extent the Participant opts to continue covereage. In the event of unpaid FMLA leave, a Participant may elect to continue such Benefits.

If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contribution:

- With after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;

- With pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation, if any, including unused sick days and vacation days; or

- By pre-paying all or a portion of the Contribution for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation.

To pre-pay the Contribution, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available. Pre-tax dollars may not be used to fund coverage during the next Plan Year.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on FMLA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enter upon return from such leave on the same basis as the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

A Participant whose coverage ceased under any of the aforementioned plans will be entitled to elect whether to be reinstated in such plans at the same coverage level as in effect before the FMLA leave with increased Contributions for the remaining Period of Coverage, or at a coverage level that is reduced pro-rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro-rata for the period of FMLA leave, the amount withheld from a Participant's Compensation on a payroll-by-payroll basis for the purpose of paying for his or her Contributions will be equal to the amount withheld prior to the period of FMLA leave.

Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such Benefits when the Participant is on leave not qualified as an FMLA leave of absence, as described below. If such policy permits a Participant to discontinue Contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

4.7 Non-FMLA Leaves of Absence

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax Contributions while on leave or with catch-up Contributions after the leave ends, as may be determined by the Plan Administrator.

If a Participant goes on an unpaid leave that affects eligibility, the election change rules set forth by this Plan will apply. To the extent COBRA applies, the Participant may continue coverage under COBRA.

4.8 Death

A Participant's beneficiaries or representative of the Participant's estate, may submit claims for expenses that the Participant incurred through the end of the month in which the Participant ceases to be eligible for the Plan due to death. A Participant may designate a specific beneficiary for this purpose. If no beneficiary is specified, the Plan Administrator or its designee may designate the Participant's Spouse, another Dependent, or representative of the estate. Claims incurred by the Participant's covered Spouse or any other of the Participant's covered Dependents prior to the end of the month in which the Participant dies may also be submitted for reimbursement.

4.9 COBRA

Under the COBRA rules, as discussed in the attached Schedules B and C, where applicable, the Participant's Spouse and Dependents may be able to continue to participant under the Health FSA through the end of the Period of Coverage in which the Participant dies. The Participant's Spouse and Dependents may be required to continue making Contributions to continue their participation.

4.10 USERRA

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under USERRA, then to the extent required by USERRA, the Employer will continue the Benefits that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. In the event of unpaid USERRA leave, a Participant may elect to continue such Benefits during the leave.

If the Participant elects to continue coverage while on USERRA leave, then the Participant may pay his or her share of the Contribution with:

- After-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer; or

- Pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation, if any, including unused sick days and vacation days.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on USERRA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enter such Benefit upon return from such leave on the date of such resumption of employment and will have the same opportunities to make elections under this Plan as persons returning from non-USERRA leaves. Regardless of anything to the contrary in this Plan, an Employee returning from USERRA leave has no greater right to Benefits for the remainder of the Plan Year than an Employee who has been continuously working during the Plan Year.

Section 5
Method of Timing and Elections

5.1 Initial Election

An Employee must complete, sign and return a Salary Reduction Agreement within the election-period set forth therein to enroll in the Benefit Options.

Unless otherwise specified by the Employer, an Employee who first becomes eligible to participate in the Plan mid-year will commence participation on the 1st day of the month coinciding with or after the date the Employee completes, signs and returns a Salary Reduction Agreement or completes a Salary Reduction Agreement using the electronic system produced by the Employer (if any), within the election period set forth therein.

Eligibility for Benefits shall be subject to the additional requirements, if any, specified in the applicable Benefit Option. The provisions of this Plan are not intended to override any exclusions, eligibility requirements or waiting periods specified in the applicable Benefit Options.

5.2 Open Enrollment

During each Open Enrollment Period, the Plan Administrator shall provide a Salary Reduction Agreement to each Employee who is eligible to participate in the Plan. The Salary Reduction shall enable the Employee to elect to participate in the Benefit Options for the next Plan Year, and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Employee must complete sign and return the Salary Reduction Agreement or complete an election using the electronic system provided by the Employer, if any, to the Plan Administrator on or before the last day of the Open Enrollment Period.

If an Employee makes an election to participate during an Open Enrollment Period, then the Employee will become a Participant on the first day of the next Plan Year.

The Employer may, in lieu of a Salary Reduction Agreement, provide an electronic method for Employees to use to make elections. The Employer may require Employees to use the electronic system to make elections. Use of an electronic system will have the same effect as a signed Salary Reduction Agreement.

5.3 Failure To Elect

If an Employee fails to complete, sign and return a Salary Reduction Agreement or fails to complete an election using the electronic system (if any) provided by the Employer within the time described in the Elections paragraphs as discussed immediately above, then the Employee will be deemed to have elected to receive his or her entire Compensation in cash. Where the Employer provides for an automatic election for the PPP, the Employee will have also agreed to a Salary Reduction for such Employee's Contribution to the PPP.

Such Employee may not enroll in the Plan:

- Until the next Open Enrollment Period; or

- Until an event occurs that would justify a mid-year election change as described in the Irrevocability of Election and Exceptions section below.

Section 6
Irrevocability of Elections and Exceptions

6.1 Irrevocability of Elections

A Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates, except as described in this Section.

The rules regarding irrevocability of elections and exceptions are quite complex. The Plan Administrator will interpret these rules in accordance with prevailing IRS guidance.

6.2 Procedure for Making New Election If Exception to Irrevocability Applies

- Timing for Making New Election if Exception to Irrevocability Applies. A Participant may make a new election within 30 days of the occurrence of an event described in section 6.4 below, if the election under the new Salary Reduction Agreement is made on account of and corresponds to the event. A Change in Status, as defined below, that automatically results in ineligibility in the Health Plan shall automatically result in a corresponding election change, whether or not requested.

- Effective Date of New Election. Elections made pursuant to this Section shall be effective on the 1st of the month following or coinciding with the Plan Administrator's receipt and approval of the election request for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in "Certain Judgments, Decrees and Orders" or for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only.

- Changes. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or other document.

- Effect on Maximum Benefits. Any change in an election affecting annual Contributions to the Health FSA or DCAP also will change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:

  - Any Contributions made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election; to

  - The total Contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Benefit Option; reduced by

  - All reimbursements made during the entire Period of Coverage.

6.3 Change in Status Defined

A Participant may make a new election that corresponds to a gain or loss of eligibility and coverage under this Plan or under any other plan maintained by the Employer or a plan of the Spouse's or Dependent's employer that was caused by the occurrence of a Change in Status. A Change in Status is any of the events described below, as well as any other events included under subsequent changes to Code §125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- Legal Marital Status. A change in a Participant's legal marital status including marriage, death of a Spouse, divorce, legal separation or annulment;

- Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption. In the case of the DCAP, a change in the number of Qualifying Individuals as defined in Code §21(b)(1);

- Employment Status. Any of the following events that change the employment status of the Participant, Spouse or Dependents:

    - A termination or commencement of employment;

    - A strike or lockout;

    - A commencement of or return from an unpaid leave of absence;

    - A change in worksite; or

    - If the eligibility conditions of this Plan or another employee benefit plan of the Participant, Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes, or ceases to be, eligible under this Plan or another employee benefit plan;

- Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular Benefit; and

- Change in Residence. A change in the place of residence of the Participant, Spouse or Dependent(s).

6.4 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Benefit Option.

The following rules shall apply to all Benefit Options except where expressly limited below.

- Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.

- Termination of Employment. A Participant's election will terminate upon termination of employment as described in the Eligibility and Participation section above.

- Leave of Absence. A Participant may change an election upon a leave of absence as described in the Eligibility and Participation section above.

- Change in Status. *(Applies to the PPP, Health FSA, and DCAP as limited below.)* A Participant may change the actual or deemed election under the Plan upon the occurrence of a Change in Status, but only if such election change corresponds with a gain or loss of eligibility and coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer, referred to as the general consistency requirement.

  A Change in Status that affects eligibility for coverage also includes a Change in Status that results in an increase or decrease in the number of an Employee's family members who may benefit from the coverage.

  The Plan Administrator, on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change satisfies the general consistency requirement. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter elections based on the specified Change in Status:

  - Loss of Spouse or Dependent Eligibility. For a Change in Status involving a Participant's divorce, annulment or legal separation, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health coverage for:

    - The Spouse involved in the divorce, annulment, or legal separation;

    - The deceased Spouse or Dependent; or

    - The Dependent that ceased to satisfy the eligibility requirements.

    Canceling coverage for any other individual under these circumstances fails to correspond with that Change in Status.

    Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA or similar health plan continuation coverage under the Employer's plan, then the Participant may increase his or her election to pay for such coverage. This rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation.

  - Gain of Coverage Eligibility Under Another Employer's Plan. When a Participant, Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of that Participant's Spouse or Dependent, a Participant may elect to terminate or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

- o Special Consistency Rule for DCAP Benefits. With respect to the DCAP, the Participant may change or terminate the Participant's election upon a Change in Status if:

  - § Such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an Employer's plan; or

  - § The election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code §129.

- HIPAA Special Enrollment Rights (*Applies to the PPP only*). If the Participant, the Participant's Spouse or Dependent is entitled to special enrollment rights under a group health plan as required by HIPAA, then the Participant may revoke a prior election for group health plan coverage and make a new election provided that the election change corresponds with such HIPAA special enrollment right. As more specifially defined by HIPAA, a special enrollment right will arise in the following circumstances:

  - o The Participant, Spouse or Dependent declined to enroll in group health plan coverage because the Participant, the Participant's Spouse or Dependent had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted; or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;

  - o The Participant acquired a new Dependent as a result of marriage, birth, adoption or placement for adoption; or

  - o The Employee or Dependents who are eligible but did not enroll for coverage when initially eligible and:

    - § The Employee or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination; or

    - § The Employee or Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, and the employee requests coverage under the Plan within 60 days after eligibility is determined.

  An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change due to birth, adoption, or placement for adoption of a new Dependent child may, subject to the group health plan, be effective retroactively for up to 30 days.

- Certain Judgments, Decrees and Orders. (*Applies to the PPP and Health FSA but does not apply to the DCAP*). If a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody, including a Qualified Medical Child Support Order

(QMCSO) requires accident or health coverage, including an election for Health FSA Benefits for a Participant's Dependent child, a Participant may:

- o Change an election to provide coverage for the Dependent child provided that the order requires the Participant to provide coverage; or

- o Change an election to revoke coverage for the Dependent child if the order requires that another individual provide coverage under that individual's plan and such coverage is actually provided.

- Medicare and Medicaid. (*Applies to the PPP and Health FSA, but does not apply to the DCAP*). If a Participant, Spouse or Dependent is enrolled in a Benefit under this Plan and becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the Health Plan covering the person, and the Health FSA coverage may be cancelled but not reduced. However, such cancellation will not be effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less that the amount already reimbursed for the Plan Year. Further, if a Participant, Spouse, or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the Health FSA coverage.

- Change in Cost. *(Applies to the PPP and DCAP as limited below, but does not apply to the Health FSA).* For purposes of this Section, "similar coverage" means coverage for the same category of Benefits for the same individuals.

  - o Insignificant Cost Changes. The Participant is required to increase his or her elective Contributions to reflect insignificant increases in the required Contribution for the Benefit Options, and to decrease the elective Contributions to reflect insignificant decreases in the required Contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically make this increase or decrease in affected Participants' elective Contributions on a prospective basis.

  - o Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee for a Benefit significantly increases during a Period of Coverage, the Participant may:

    - § Make a corresponding prospective increase to elective Contributions by increasing Salary Reductions;

    - § Revoke the election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Option that provides similar coverage; or

    - § Terminate coverage going forward if there is no other Benefit Option available that provides similar coverage.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant.

- Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit (such as the premium for the Health Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes:

  - Participants enrolled in that Benefit Option may make a corresponding prospective decrease in their elective contributions by decreasing Salary Reductions;

  - Participants who are enrolled in another benefit package option may change their election on a prospective basis to elect the Benefit Option that has decreased in cost; or

  - Employees who are otherwise eligible may elect the Benefit Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant.

- Limitation on Change in Cost Provisions for DCAP Benefits. The above "Change in Cost" provisions apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a relative of the Employee.

- Change in Coverage. (*Applies to the PPP and DCAP, but not to the Health FSA)*. The definition of "similar coverage" applied in the Change of Cost provision above also applies here.

  - Significant Curtailment. Coverage under a Plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the Plan to constitute reduced coverage generally. If coverage is "significantly curtailed," Participants may elect coverage under a Benefit Option that provides similar coverage. In addition, if the coverage curtailment results in a "Loss of Coverage" as defined below, Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a curtailment is "significant," and whether a Loss of Coverage has occurred in accordance with prevailing IRS guidance.

    - Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Option (or the Participant's, Spouse's or Dependent's coverage under the respective employer's plan) is significantly curtailed without a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage and prospectively elect coverage under another Benefit Option if offered, that provides similar coverage.

    - Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under this Plan (or the Participant's, Spouse's or Dependent's coverage under the respective employer's plan) is significantly curtailed, and such curtailment results in a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage, and may either prospectively elect coverage under another Benefit Option that provides similar coverage or drop coverage if no other Benefit Option providing similar coverage is offered by the Employer.

- § Definition of Loss of Coverage. For purposes of this Section, a "Loss of Coverage" means a complete loss of coverage. In addition, the Plan Administrator in its sole discretion and on a uniform and consistent basis, may treat the following as a Loss of Coverage:

  - Ø A substantial decrease in the health care providers available under the Benefit Package Plan;

  - Ø A reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or

  - Ø Any other similar fundamental loss of coverage.

- o Addition or Significant Improvement of a Benefit Option. If during a Period of Coverage, the Plan adds a new Benefit Option or significantly improves an existing Benefit Option, the Plan Administrator may permit the following election changes:

  - Ø Participants who are enrolled in a Benefit Option other than the newly-added or significantly improved Benefit Option that provides similar coverage may change their election on a prospective basis to cancel the current Benefit Option and instead elect the newly added or significantly improved Benefit Option; and

  - Ø Employees who are otherwise eligible may elect the newly added or significantly improved Benefit Option on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Option.

- o Loss of Coverage Under Another Group Health Coverage. A Participant may prospectively change an election to add group health coverage for the Participant, Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including, but not limited to, the following:

  - § A children's health insurance program (CHIP) under Title XXI of the Social Security Act;

  - § A health care program of an Indian Tribal government (as defined in Code §7701(a)(40)), the Indian Health Service, or a tribal organization;

  - § A state health benefits risk pool; or

  - § A foreign government group health plan, subject to the terms and limitations of the applicable Benefit Option.

- o Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan, including a plan of the Employer or a plan of the Spouse's or Dependent's employer, so long as:

§ The other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or

§ The Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan.

The Plan Administrator, on a uniform and consistent basis, will decide whether a requested change is because of, and corresponds with, a change made under the other employer plan.

- o Change in Dependent Care Service Provider. A Participant may make a prospective election change that corresponds with a change in the dependent care service provider. For example:

§ If the Participant terminates one dependent care service provider and hires a new dependent care service provider, the Participant may change coverage to reflect the cost of the new service provider; and

§ If the Participant terminates a dependent care service provider because a relative or other person becomes available to take care of the child at no charge, the Participant may cancel coverage.

A Participant entitled to change an election as described in this Section must do so in accordance with the procedures described this Section.

6.5 Election Modifications Required by Plan Administrator

The Plan Administrator may require, at any time, any Participant or class of Participants to amend their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to:

- Satisfy any of the Code's nondiscrimination requirements applicable to this Plan or another cafeteria plan;
- Prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of Benefits hereunder than would otherwise be recognized;
- Maintain the qualified status of Benefits received under this Plan; or
- Satisfy any of the Code's nondiscrimination requirements or other limitations applicable to the Employer's qualified Plans.

In the event that Contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount, and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

Section 7
Claims and Appeals

7.1 Claims Under the Plan

If a claim for reimbursement under the Health FSA or DCAP is wholly or partially denied, or if the Participant is denied a Benefit under the Plan regarding the Participant's coverage under the Plan, then the claims procedure described below will apply.

7.2 Notice from ASI

If a claim is denied in whole or in part, (ASI) will notify the Participant in writing within 30 days of the date that ASI received the claim. This time may be extended for an additional 15 days for matters beyond the control of the ASI, including cases where a claim is incomplete. ASI will provide written notice of any extension, including the reason(s) for the extension and the date a decision by ASI is expected to be made. When a claim is incomplete, the extension notice will also specifically describe the required information, and will allow the Participant at least 45 days from receipt of the notice to provide the specified information, and will have the effect of suspending the time for a decision on the claim until the specified information is provided. Notification of a denied claim will include:

- The specific reasons for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary to validate the claim and an explanation of why such material or information is necessary; and
- Appropriate information on the steps to take to appeal ASI's adverse benefits determination, including the right to submit written comments and have them considered.

7.3 First Level Appeal to ASI

If a claim is denied in whole or in part, the Participant, or the Participant's authorized representative, may request a review of the adverse benefits determination upon written application to ASI. The Participant, or the Participant's authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and, if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within 180 days upon receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

7.4 ASI Action on Appeal

ASI, within a reasonable time, but no later than 60 days after receipt of the request for review, will decide the appeal. ASI may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an "internal rule, guideline, protocol, or other similar criterion" is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- Appropriate information on the steps to take to appeal ASI's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information.

7.5 Second and Final Level Appeal to the Plan Administrator

If the decision on review affirms ASI's initial denial, the Participant may request a review of the adverse appeal determination upon written application to the Plan Administrator.

The Participant, or the Participant's authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and, if review is requested, to prepare for such review.

An appeal of an adverse appeal determination must be made in writing within 180 days after receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

7.6 Plan Administrator Action on Appeal

The Plan Administrator, within a reasonable time, but no later than 60 days after receipt of the request for review, will decide the appeal. The Plan Administrator may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reason(s) for the decision on review;
- The specific Plan provision(s) on which the decision is based; and
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an "internal rule, guideline, protocol, or other similar criterion" is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request.

7.7 Appeal Procedure for Eligibility or Salary Reduction Issues

If the Participant is denied a Benefit under the Plan due to questions regarding the Participant's eligibility or entitlement for coverage under the Plan or regarding the amount the Participant owes, the Participant may request a review upon written application to the Plan Administrator.

The Participant, or the Participant's authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within 180 days upon receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The Plan Administrator, within a reasonable time, but no later than 30 days after receipt of the request for review, will decide the appeal. The Plan Administrator may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an "internal rule, guideline, protocol, or other similar criterion" is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and

- Appropriate information on the steps to take to appeal the Plan Adminstrator's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information.

If the decision on review affirms the Plan Administrator's initial denial, the Participant may request a review of the adverse appeal determination upon written application to the Plan Administrator. The Second and Final Level of Appeals Procedures described above will apply.

Section 8
Plan Administration

8.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out in accordance with the terms of the Plan document and for the exclusive benefit of persons entitled to participate in this Plan and without discrimination among them.

8.2 Powers of the Plan Administrator

The Plan Administrator shall have such powers and duties as may be necessary or appropriate to discharge its functions hereunder. The Plan Administrator shall have final discretionary authority to make such decisions and all such determinations shall be final, conclusive and binding. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters hereunder. The Plan Administrator shall have the following discretionary authority:

- To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan (provided that the Committee shall exercise such exclusive power with respect to an appeal of a claim);

- To prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;

- To prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;

- To request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

- To furnish each Employee and Participant with such reports in relation to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide Benefits under this Plan;

- To receive, review and keep on file such reports and information concerning the Benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

- To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and Benefit consultants;

- To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

- To secure independent medical or other advice and require such evidence as deemed necessary to decide any claim or appeal; and

- To maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

8.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the Participant's direction, information or election as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by the Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

8.4 Outside Assistance

The Plan Administrator may employ such counsel, accountants, claims administrators, consultants, actuaries and other person or persons as the Plan Administrator shall deem advisable. The Plan shall pay the compensation of such counsel, accountants, and other person or persons and any other reasonable expenses incurred by the Plan Administrator in the administration of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligations of the Employer and the Plan Administrator.

8.5 Insurance Contracts

The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan; and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer Contributions toward such insurance.

8.6 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for its own gross negligence, misconduct or willful breach of this Plan.

8.7 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

8.8 Inability to Locate Payee

If the Plan Administrator is unable to make payment to the Participant or another person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of the Participant or such other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to the Participant or such other person shall be forfeited one year after the date any such payment first became due.

8.9 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the Participant's account, or the amount of Benefits paid or to be paid to the Participant or another person, the Plan Administrator shall, to the extent administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, correct by making the appropriate adjustments of such amounts as necessary to credit the Participant's account or such other person's account or withhold any amount due to the Plan or the Employer from Compensation paid by the Employer.

Section 9
Amendment or Termination of the Plan

9.1 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in the paragraphs below.

9.2 Right to Amend

The Employer reserves the right to merge or consolidate the Plan and to make any amendment or restatement to the Plan from time-to-time, including those which are retroactive in effect. Such amendments may be applicable to any Participant.

Any amendment or restatement shall be deemed to be duly executed by the Employer when signed by its President or a Vice President, and attested by its Secretary or Assistant Secretary.

9.3 Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan in whole or in part at any time without prejudice. This Plan may be terminated by the Employer. This Plan also shall terminate automatically if the Employer is legally dissolved, makes a general assignment for the benefit of its creditors, files for liquidation under the Bankruptcy Code, merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the Employer's successor in interest agrees to assume the liabilities under this Plan as to the Participant and Dependents.

Section 10
General Provisions

10.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Schedules B, C, and E and then by the Employer.

10.2 No Contract of Employment

Nothing contained in the Plan shall be construed as a contract of employment with the Employer or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any Employee, with or without cause.

10.3 Compliance with Federal Mandates

To the extent applicable for each Benefit Option, the Plan will provide Benefits in accordance with the requirements of all federal mandates, including USERRA, COBRA, and HIPAA. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.4 Verification

The Plan Administrator shall be entitled to require reasonable information to verify any claim or the status of any person as an Employee or Dependent. If the Participant does not supply the requested information within the applicable time limits or provide a release for such information, the Participant will not be entitled to Benefits under the Plan.

10.5 Limitation of Rights

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- To give any person any legal or equitable right against the Employer, any of its employees, or persons connected therewith, except as provided by law; or
- To give any person any legal or equitable right to any assets of the Plan or any related trust, except as expressly provide herein or as provided by law.

10.6 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

10.7 Governing Law

This Plan is intended to be construed, and all rights and duties hereunder are governed, in accordance with the laws of the State of MO, except to the extent such laws are preempted by any federal law.

10.8 Severability

If any provision of the Plan is held invalid or unenforceable, its validity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

10.9 Captions

The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the construction of any provision thereof.

10.10 Federal Tax Disclaimer

To ensure compliance with requirements imposed by the IRS to the extent this Plan Document or any Schedule contains advice relating to a federal tax issue, it is not intended or written to be used, and it may not be used, for the purpose of avoiding any penalties that may be imposed on the Participant or any other person or entity under the Internal Revenue Code or promoting, marketing or recommending to another party any transaction or matter addressed herein.

10.11 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer make any commitment or guarantee that any amounts paid to the Participant or for the Participant's benefit under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the Participant's obligation to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

10.12 Indemnification of Employer

If the Participant receives one or more payments or reimbursements under this Plan on a pre-tax Salary Reduction basis, and such payments do not qualify for such treatment under the Code, the Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Section 11
HIPAA Privacy and Security

11.1 Provision of Protected Health Information to Employer

For purposes of this Section, Protected Health Information (PHI) shall have the meaning as defined in HIPAA. PHI means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a Participant; the provision of health care to a Participant; or the past, present, or future payment for the provision of health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. PHI includes information of persons living or deceased.

Members of the Employer's workforce have access to the individually identifiable health information of Plan Participants for administrative functions of the Health FSA plus any other Benefit Option which might be subject to the privacy and security provisions of HIPAA (hereinafter referred to collectively as the Plan). When this health information is provided to the Employer, it is PHI. HIPAA and its implementing regulations restrict the Employer's ability to use and disclose PHI. The Employer shall have access to PHI from the Plan only as permitted under this Section or as otherwise required or permitted by HIPAA.

11.2 Permitted Disclosure of Enrollment/Disenrollment Information

The Plan may disclose to the Employer information on whether the individual is participating in the Plan.

11.3 Permitted Uses and Disclosure of Summary Health Information

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

Summary Health Information means information:

- That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and
- From which the required information has been deleted, except that the geographic information need only be aggregated to the level of a five-digit ZIP code.

11.4 Permitted and Required Uses and Disclosure of PHI for Plan Administration Purposes

Unless otherwise permitted by law, and subject to the conditions of disclosure and obtaining written certification described below, the Plan may disclose PHI to the Employer, provided that the Employer uses or discloses such PHI only for Plan Administration Purposes.

Plan Administration Purposes means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan Administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions.

Notwithstanding the provisions of this Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR § 164.504(f).

11.5 Conditions of Disclosure for Plan Administration Purposes

Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it, the Employer shall:

- Not use or further disclose PHI other than as permitted or required by the Plan or as required by law;

- Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Employer with respect to PHI;

- Not use or disclose the PHI for employment-related actions and decisions or in connection with any other for employee benefit plan of the Employer;

- Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

- Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR §164.524;

- Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;

- Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

- Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA's privacy and security requirements;

- If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

- Ensure that the adequate separation between the Plan and the Employer (i.e., the "firewall"), required in 45 CFR §504(f)(2)(iii), is satisfied.

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Plan, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents, including subcontractors, to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Employer will report to the Plan any security incident of which it becomes aware.

11.6 Adequate Separation Between Plan and Employer

The Employer shall designate such employees of the Employer who need access to PHI in order to perform Plan administration functions that the Employer performs for the Plan such as quality assurance, claims processing, auditing, monitoring, payroll, and appeals. No other persons shall have access to PHI. These specified employees, or classes of employees, shall only have access to and use of PHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan.

In the event that any of these designated employees do not comply with the provisions of this Section, that employee shall be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's employee discipline and termination procedures.

The Employer will ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

11.7 Certification of Plan Sponsor

The Plan shall disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 10.5.

11.8 Organized Health Care Arrangement

The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other Benefit Option under a covered health plan under 45 CFR §160.103 provided by Employer.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of Creve Coeur Cafeteria Plan, City of Creve Coeur has caused this Plan to be executed in its name and on its behalf, on this ____ day of _______, 20___.

City of Creve Coeur

By:____

Its:____

Attest:____

Its:____

Glossary

Capitalized terms used in the Plan have the following meanings:

Benefit or Benefits means the Benefit Options offered under the Plan.

Benefit Option means a qualified benefit under Code §125(f) that is offered under this Cafeteria Plan, or an option for coverage under an underlying accident or health plan.

Cafeteria Plan means the City of Creve Coeur Cafeteria Plan as set forth herein and as amended from time to time.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to: any Salary Reduction election under this Plan; any Salary Reduction election under any other cafeteria plan; any compensation reduction under any Code §132(f)(4) plan; and any salary deferral elections under any Code §§401(k), 408(k) or 457(b) Plan or arrangement.

Contribution means the amount contributed to pay for the cost of Benefits as calculated under the Benefit Options.

DCAP means Dependent Care Assistance Program.

Dependent means any individual who is a tax dependent of the Participant as defined in Code §§105(b) and 152, with the following exceptions:

- For purposes of accident or health coverage (to the extent funded under the PPP, and for purposes of the Health FSA):
    - A dependent is defined as in Code §§105(b) and 152, determined without regard to §152 subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and
    - Any child whom IRS Rev. Proc. 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year) is treated as a dependent of both parents; and
- For purposes of the DCAP, a dependent means a Qualifying Individual.

Notwithstanding the foregoing, the Health FSA Component will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of “Dependent.”

Dependent Care Assistance Program means the dependent care assistance program component established by Employer under the Plan. It allows the Participant to use pre-tax dollars to pay for the care of the Participant’s eligible Dependents while the Participant is at work.

Dependent Care Expenses has the meaning described in the DCAP Schedule below.

Earned Income means all income derived from wages, salaries, tips, self-employment, and other compensation (such as disability or wage continuation Benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include: any amounts received pursuant to any DCAP established under Code §129; or any other amounts excluded from earned income under Code §32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

Effective Date of this Plan shall be January 01 2009 (restated April 25, 2011).

Employee means an individual who is regularly scheduled to work hours or more per week; and has been employed by the Employer for 30 days or more days, counting the Participant's employment commencement date as the first day.

The following classes of employees cannot participate in the City of Creve Coeur Cafeteria Plan:

- Leased employees (as defined by §414 (n) of the Code);
- Contract workers and independent contractors;
- Temporary employees, casual employees, and employees hired short-term to meet specific needs of the Employer whether or not such persons are on the Employer's W-2 payroll;
- Individuals paid by a temporary or other employment or staffing agency;
- Employees covered under a collective bargaining agreement; and
- Self-employed individuals.

Employer means City of Creve Coeur.

FMLA means the Family and Medical Leave Act of 1993, as amended.

HDHP means High Deductible Health Plan.

Health Care Expenses has the meaning defined in the Health FSA Schedule below.

Health Flexible Spending Account means the health flexible spending account component established by the Employer under the Plan. It allows a Participant to use pre-tax dollars to pay for most health and dental expenses not reimbursed under other programs.

Health FSA means Health Flexible Spending Account.

Health Plan means the health benefit plan sponsored by the Employer.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

Open Enrollment Period with respect to a Plan Year means a period as described by the Plan Administrator preceding the Plan Year during which Participants may make Benefit elections for the Plan Year.

Participant means a person who is an Employee and who is participating in this Plan in accordance with the provisions of the Eligibility and Participation Section. Participants include: (a) those that elect to receive Benefits under this Plan, and enroll for Salary Reductions to pay for such Benefits; and (b) those that elect instead to receive their full salary in cash and have not elected the Health FSA or DCAP.

Period of Coverage means the Plan Year, with the following exceptions: for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in the Eligibility and Participation Section; and for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in the Eligibility and Participation Section.

PHI means Protected Health Information.

Plan means the City of Creve Coeur Cafeteria Plan, as set forth herein and as amended from time to time.

Plan Administrator means City of Creve Coeur.

Plan Year means the twelve-month period ending December 31.

PPP means the Premium Payment Plan.

Premium Payment Plan means the Benefit Option in which an Employee can elect to participate and have Contributions for the Health Plan paid on a pre-tax basis.

Protected Health Information (PHI) means information that is created or received by City of Creve Coeur Cafeteria Plan and relates to the past, present, or future physical, mental health or condition of a Participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. Protected health information includes information of persons living or deceased.

Qualifying Dependent Care Services has the meaning described in the DCAP Schedule below.

Qualifying Individual means:

- A tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code § 152(a)(1);

- A tax dependent of the Participant as defined in Code §152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or

- A Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code §21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code §152(e)) and shall not be treated as a Qualifying Individual with respect to the non-custodial parent.

Related Employer means any employer affiliated with City of Creve Coeur that, under Code §414(b), (c), or (m), is treated as a single employer with City of Creve Coeur for purposes of Code §125(g)(4), and which is listed in Appendix B.

Salary Reduction means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefit Options.

Salary Reduction Agreement means the agreement, form(s) or Internet web site, which Employees use to elect one or more Benefit Options. The agreement and/or forms spell out the procedures used for allowing an Employee to participate in this Plan and will allow the Employee to elect Salary Reductions to pay for any Benefit Options offered under this Plan.

Spouse means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a Spouse under the Code). Notwithstanding the above, for purposes of the DCAP, the term "Spouse" shall not include: an individual legally separated from the Participant under a divorce or separate maintenance decree; or an individual who, although married to the Participant, files a separate federal income tax return, maintains a principal residence separate from the Participant during the last six months of the taxable year, and does not furnish more than half of the cost of maintaining the principal place of abode of the Participant.

Student means an individual who, during five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly held.

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Appendix A
Exclusions—Medical Expenses That Are Not Reimbursable From the Health FSA

The Plan Document contains the general rules governing what expenses are reimbursable under the Health FSA. This Appendix A, as referenced in the Plan Document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA -- that is, expenses that are *not* reimbursable, even if such expenses meet the definition of "medical care" under Code §§213(d) and 106(f) and may otherwise be reimbursable under the regulations governing health flexible spending accounts:

- Health insurance premiums for any other plan (including a plan sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. "Cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee's or Dependent's inability to perform physical housework).
- Custodial care.
- Costs for sending a problem child to a special school for Benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.
- Transportation expenses of any sort, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute "medical care" as defined under Code §§213(d) and 106(f).

- Any item that is not reimbursable under Code §§213(d) and 106(f) due to the rules in Prop. Treas. Reg. §1.125-2, Q-7(b)(4) or other applicable regulations.

Appendix B
Related Employers That Have Adopted This Plan

With the Approval of City of Creve Coeur.

No Related Employers have adopted this plan. City of Creve Coeur is the only employer participating in this Plan.

Schedule A
Premium Payment Plan

Unless otherwise specified, terms capitalized in this Schedule A shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

A.1 Benefits

If the Employee is an enrolled participant in the Health Plan, the Dental Plan, the Accidental Death and Dismemberment Plan and/or the Vision Plan and timely submits an executed Salary Reduction Agreement, the Employee can either:

- Option A: Elect Benefits under the PPP by electing to contribute his or her share for the Health Plan on a pre-tax basis; or

- Option B: Elect no Benefits under the PPP and to contribute his or her share, if any, for the Health Plan with after-tax deductions outside of this Plan.

If the Employee is an enrolled participant in the Health Plan and does not timely submit an executed Salary Reduction Agreement, the Employee will be deemed to have elected Option A.

Benefits elected under Option A will be funded by the Participant's Contributions as provided in the Eligibility and Participation section in the Plan Document.

To determine when a Salary Reduction Agreement will be considered timely submitted, see the Method and Timing of Elections section in the Plan Document.

Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section in the Plan Document, such election is irrevocable for the duration of the Period of Coverage to which it relates.

A.2 Benefit Contributions

The annual Contribution for the PPP is equal to the amount as set by the Employer, which may or may not be the same amount charged under the Health Plan.

A.3 Medical Benefits Provided Under the Health Plan

Medical benefits will be provided by the Health Plan, not this Plan. The types and amounts of medical benefits, the requirements for participation, and other terms and conditions of coverage and benefits of the Health Plan are set forth in the documents relating to that plan. No changes can be made under this Plan with respect to such Health Plan if such changes are not permitted under the applicable Health Plan.

All claims to receive benefits under the Health Plan shall be subject to and governed by the terms and conditions of the Health Plan and the rules, regulations, policies and procedures adopted in accordance therewith, as may be amended from time to time.

A.4 COBRA

To the extent required by COBRA, the Participant, Spouse and Dependent, as applicable, whose coverage terminates under the Health Plan because of a COBRA qualifying event and who is a qualified beneficiary as defined under COBRA, shall be given the opportunity to continue the same coverage that the Participant, Spouse or Dependent had under the Health Plan the day before the qualifying event for the periods prescribed by COBRA, on a self-pay basis. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Schedule B
Health Flexible Spending Account

Unless otherwise specified, terms capitalized in this Schedule B shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

B.1 Benefits

An Employee not enrolled in an HSA can elect to participate in the Health FSA by electing to receive Benefits in the form of reimbursements for Health Care Expenses. If elected, the Benefit Option will be funded by Participant Contributions on a pre-tax Salary Reduction basis as provided in the Employer and Participant Contributions section in the Plan Document.

Unless an exception applies as described in the Irrevocability of Elections and Exceptions section, such election is irrevocable for the duration of the Period of Coverage to which it relates.

B.2 Benefit Contributions

The annual Contribution for a Participant's Health FSA is equal to the annual Benefit amount elected by the Participant.

B.3 Eligible Health Care Expenses

Under the Health FSA, a Participant may receive reimbursement for Health Care Expenses incurred during the Period of Coverage for which an election is in force.

- Incurred. A Health Care Expense is incurred at the time the medical care or service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the medical care.

- Health Care Expenses. Health Care Expenses means expenses incurred by a Participant, or the Participant's Spouse or Dependent(s) covered under the Health FSA for medical care, as defined in Code §§213(d) and 106(f), other than expenses that are excluded by this Plan, but only to the extent that the Participant or other person incurring the expense is not reimbursed through any other accident or health plan.

- Expenses That Are Not Reimbursable. Insurance premiums are not reimbursable from the Health FSA. Other expenses that are not reimbursable are listed in Appendix A to the Plan Document.

B.4 Maximum and Minimum Benefits

- Maximum Reimbursement Available; Uniform Coverage Rule. The maximum dollar amount elected by the Participant for reimbursement of Health Care Expenses incurred during a Period of Coverage, reduced by prior reimbursements during the Period of Coverage, shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA. Notwithstanding the foregoing, no reimbursements will be available for Health Care Expenses incurred after coverage under this Plan has terminated, unless the Participant has elected COBRA as provided below.

- Payment shall be made to the Participant in cash as reimbursement for Health Care Expenses incurred during the Period of Coverage for which the Participant's election is effective provided that the other requirements of this Section have been satisfied.

- Maximum and Minimum Dollar Limits. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any subsequent Period of Coverage shall be 3,600.00. The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be 240.00. Reimbursements due for Health Care Expenses incurred by the Participant's Spouse or Dependent(s) shall be charged against the Participant's Health FSA.

- Changes. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document.

- No Proration. If a Participant enters the Plan mid-year or wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may elect coverage or increase coverage respectively, up to the maximum annual benefit amount stated above. The maximum annual benefit amount will not be prorated.

- Effect on Maximum Benefits If Election Change Permitted. Any change in an election affecting annual Contributions to the Health FSA will also change the maximum reimbursement benefits for the balance of the Period of Coverage commencing on the election change effective date. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding:

  - The aggregate Contribution for the period prior to such election change; to

  - The total Contribution for the remainder of such Period of Coverage to the Health FSA; reduced by

  - All reimbursements made during the entire Period of Coverage.

- FMLA Leave. Any change in an election for FMLA leave will change the maximum reimbursement benefits in accordance with FMLA or the regulations governing cafeteria plans.

- Monthly Limits on Reimbursing OTC Drugs. Only reasonable quantities of over-the-counter (OTC) drugs or medicines of the same kind may be reimbursed from a Participant's Health FSA in a single calendar month, even assuming that the drug otherwise meets the requirements of this Section, including that it is for medical care under Code §§213(d) and 106(f). Stockpiling is not permitted.

B.5 Establishment of Account

The Plan Administrator will establish and maintain a Health FSA with respect to each Participant who has elected to participate in the Health FSA, but will not create a separate fund or otherwise segregate assets for this purpose. The account established hereto will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- Crediting of Accounts. A Participant's Health FSA will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.

- Debiting of Accounts. A Participant's Health FSA will be debited during each Period of Coverage for any reimbursement of Health Care Expenses incurred during the Period of Coverage.

- Available Amount Not Based on Credited Amount. The amount available for reimbursement of Health Care Expenses is the amount as calculated according to the "Maximum Reimbursement Available" paragraph of this Section above. It is not based on the amount credited to the Health FSA at a particular point in time.

B.6 Use It or Lose It Rule; Forfeiture Of Account Balance

- Use It or Lose It Rule. If any balance remains in the Participant's Health FSA for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Health Care Expenses incurred during a subsequent Plan Year. The Participant shall forefeit all rights with respect to such balance.

- Use of Forfeitures. All forfeitures under this Plan shall be used as follows:

    - First, to offset any losses experienced by Employer during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the Contributions paid by such Participant through Salary Reductions;

    - Second, to reduce the cost of administering the Health FSA during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and

    - To provide increased Benefits or compensation to all Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations.

- Unclaimed Benefits. Benefit payments that remain unclaimed by the close of the Plan Year following the Period of Coverage in which the Health Care Expense was incurred shall be forfeited and applied as described above.

B.7 Reimbursement Procedure

- Timing. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Health Care Expenses, or the Plan Administrator will notify the Participant that a claim has been denied. This time period may be extended for an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days from receipt of the written notice in which to complete an incomplete reimbursement claim.

- Claims Substantiation. A Participant who has elected to receive Health Care Reimbursement Benefits for a Period of Coverage may apply for reimbursement by submitting an application to the Plan Administrator by no later than the date set by the Plan Administrator each year, setting forth:

  - o The person or persons on whose behalf Health Care Expenses have been incurred;
  - o The nature and date of the expenses incurred;
  - o The amount of the requested reimbursement;
  - o A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source; and
  - o Other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise.

  The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Health Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request.

  Claims Denied. For appeal of claims that are denied, see the Appeals Procedure in the Plan Document.

- Claims Ordering; No Reprocessing. All claims for reimbursement will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized solely for the purpose of paying it from amounts attributable to a different Plan Year or Period of Coverage.

B.8 Reimbursements After Termination; Limited COBRA Continuation

The Participant will not be able to receive reimbursements for Health Care Expenses incurred after participation terminates.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and such Participant's Spouse and Dependent(s), whose coverage terminates under the Health FSA because of a COBRA qualifying event, shall be given the opportunity to continue the same coverage that the Participant had under the Health FSA the day before the qualifying event, subject to all conditions and limitations under COBRA. The Contributions for such continuation coverage will be equal to the cost of providing the same coverage to an active employee taking into account all costs incurred by the Employee and the Employer plus a 2% administration fee. Specifically, an individual will be eligible for COBRA continuation coverage only if the Participant's remaining available amount is greater than the Participant's remaining Contribution payments at the time of the qualifying event, taking into account all claims submitted before the date of the qualifying event. Such individual will be notified if the individual is eligible for COBRA continuation coverage.

If COBRA is elected, COBRA coverage will be subject to the most current COBRA rules. COBRA will be available only for the remainder of the Plan Year in which the qualifying event occurs. Such COBRA coverage for the Health FSA will cease at the end of the Plan Year and cannot be continued for the next Plan Year. Coverage may terminate sooner if the Contributions for a Period of Coverage are not received by the due date established by the Plan Administrator for that Period of Coverage. Continuation coverage is only granted after the Plan Administrator has received the Contributions for that period of coverage.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation, as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year, where COBRA coverage arises either:

- Because the Employee ceases to be eligible because of a reduction of hours; or
- Because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage.

For all other individuals (for example, Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health FSA Benefits shall be paid on an after-tax basis, unless permitted otherwise by the Plan Administrator, in its discretion and on a uniform and consistent basis, but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

B.9 Coordination of Benefits

Health FSAs are intended to pay Benefits solely for Health Care Expenses not previously reimbursed or reimbursable elsewhere. Accordingly, the Health FSA shall not be considered a group health plan for coordination of benefits purposes, and the Health FSA shall not be taken into account when determining benefits payable under any other plan.

Schedule C
Dependent Care Assistance Program

Unless otherwise specified, terms capitalized in this Schedule C shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

C.1 Benefits

An Employee can elect to participate in the DCAP to receive Benefits in the form of reimbursements for Dependent Care Expenses. If elected, the Benefit Option will be funded by the Participant on a pre-tax Salary Reduction basis. Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section above, such election is irrevocable for the duration of the Period of Coverage to which it relates.

C.2 Benefit Contributions

The annual Contribution for a Participant's DCAP Benefits is equal to the annual Benefit amount elected by the Participant, subject to the Maximum Benefits paragraph below.

C.3 Eligible Dependent Care Expenses

Under the DCAP, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

- Incurred. A Dependent Care Expense is "incurred" at the time the Qualifying Dependent Care Service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services.

- Dependent Care Expenses. Dependent Care Expenses means expenses that are considered to be:

    - Employment-related expenses under Code §21(b)(2) relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse; and

    - Expenses for incidental household services, if incurred by the Employee to obtain Qualifying Dependent Care Services, but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense through any other Plan.

  If only a portion of a Dependent Care Expense has been reimbursed elsewhere, the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Schedule.

- Qualifying Individual. A Qualifying Individual is:

    - A tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1);

- A tax dependent of the Participant as defined in Code §152, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or

- A Participant's Spouse, as defined in Code §152, who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

In the case of divorced or separated parents, a child shall be treated as a Qualifying Individual of the custodial parent within the meaning of Code §152(e).

- Qualifying Dependent Care Services. Qualifying Dependent Care Services means services that both:

  - Relate to the care of a Qualifying Individual that enable the Participant and Spouse to remain gainfully employed after the date of participation in the DCAP and during the Period of Coverage; and

  - Are performed:

    - In the Participant's home; or

    - Outside the Participant's home for:

      - The care of a Participant's Dependent who is under age 13; or

      - The care of any other Qualifying Individual who regularly spends at least 8 hours per day in the Participant's household.

      In addition, if the expenses are incurred for services provided by a facility that provides care for more than six individuals not residing at the facility and that receives a fee, payment or grant for such services, then the facility must comply with all applicable state and local laws and regulations.

- Exclusions. Dependent Care Expenses do not include amounts paid to or for:

  - An individual with respect to whom a personal exemption is allowable under Code §151(c) to a Participant or Participant's Spouse;

  - A Participant's Spouse;

  - A Participant's child, as defined in Code §152(f)(I), who is under 19 years of age at the end of the year in which the expenses were incurred; and

  - A Participant's Spouse's child, as defined in Code §152 (a)(i), who is under 19 years of age at the end of the year in which the expenses were incurred.

C.4 Maximum And Minimum Benefits

- Maximum Reimbursement Available and Statutory Limits. The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP less amounts debited to the Participant's DCAP pursuant to the Maximum Contribution paragraph below.

  Payment shall be made to the Participant as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Section have been satisfied.

  No reimbursement otherwise due to a Participant hereunder shall be made to the extent that such reimbursement, when combined with the total amount of reimbursements made to date for the Plan Year, would exceed the year to date amount of Participant Contributions to the DCAP for the Period of Coverage or applicable statutory limit.

- Maximum Dollar Limits. The maximum dollar limit for a Participant is the smallest of the following amounts:

  o The Participant's Earned Income for the calendar year;

  o The Earned Income for the calendar year of the Participant's Spouse who:

    § Is not employed during a month in which the Participant incurs a Dependent Care Expense; and

    § Is either physically or mentally incapable of self-care or a full-time Student shall be deemed to have Earned Income in the amount of $250 per month per Qualifying Individual for whom the Participant incurs Dependent Care Expenses, up to a maximum amount of $500 per month); or

  o $5,000 for the calendar year ($2,500 for the first short plan year), if:

    § The Participant is married and files a joint federal income tax return; or

    § The Participant is married, files a separate federal income tax return, and meets the following conditions:

      Ø The Participant maintains as his or her home a household that constitutes, for more than half of the taxable year, the principal abode of a Qualifying Individual;

      Ø The Participant furnishes over half of the cost of maintaining such household during the taxable year; and

      Ø During the last six months of the taxable year, the Participant's Spouse is not a member of such household; or

    § The Participant is single or is the head of the household for federal income tax purposes.

- $2,500 for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.

- Minimum Dollar Limits. The minimum annual Benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be $240.

- Changes. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document.

- No Proration. If a Participant enters the Plan mid-year or wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may elect coverage or increase coverage respectively, up to the maximum annual benefit amount stated above. The maximum annual benefit amount will not be prorated.

- Effect on Maximum Benefits If Election Change Permitted. Any change in an election affecting annual Contributions to the DCAP component will also change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change effective date. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:

    - The aggregate Contribution for the period prior to such election change; to

    - The total Contribution for the remainder of such Period of Coverage to the DCAP; reduced by

    - All reimbursements made during the entire Period of Coverage.

C.5 Establishment of Account

The Plan Administrator will establish and maintain a DCAP with respect to each Participant who has elected to participate in the DCAP, but will not create a separate fund or otherwise segregate assets for this purpose. The account so established will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- Crediting of Accounts. A Participant's DCAP will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.

- Debiting of Accounts. A Participant's DCAP will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.

- Available Amount is Based on Credited Amount. The amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP, less any prior reimbursements. A Participant's DCAP may not have a negative balance during a Period of Coverage.

C.6 Unused Year End Balance

- Use It or Lose It Rule. If any balance remains in the Participant's DCAP after all reimbursements have been made for the Period of Coverage, it shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during the subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.

- Use of Forfeifture. All forfeitures shall be used by the Plan in the following ways:

  - To offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements with respect to all Participants in excess of the Contributions paid by such Participant through Salary Reduction;

  - To reduce the cost of administering the DCAP during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and

  - To provide increased Benefits or Compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, and consistent with applicable regulations.

- Unclaimed Benefits. Any DCAP Benefit payments that are unclaimed by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be applied as described above.

C.7 Reimbursement Procedure

- Timing. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses or the Plan Administrator will notify the Participant that a claim has been denied. This time period may be extended an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days from receipt of the written notice in which to complete an incomplete reimbursement claim.

- Claims Substantiation. A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by completing, signing, and returning an application to the Plan Administrator by no later than the date set by the Plan Administrator each year, setting forth:

  - The person or persons on whose behalf Dependent Care Expenses have been incurred;

  - The nature and date of the expenses incurred;

  - The amount of the requested reimbursement;

  - The name of the person, organization or entity to whom the expense was or is to be paid;

- A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source;

- The Participant's certification that he or she has no reason to believe that the reimbursement refunded, added to other reimbursements to date will exceed the limit herein; and

- Other such details about the expenses that may be requested by the Plan Administrator.

The Participant shall include bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request.

- Claims Denied. For appeals of claims that are denied, see the Appeals Procedure in the Plan Document.

C.8 Reimbursements After Termination

If a Participant's employment terminates, the Participant may submit for reimbursement Dependent Care Expenses incurred after the date of termination up to the amount of the Participant's remaining DCAP Benefits.

C.9 DCAP Participant vs. Claiming the Dependent Care Tax Credit

Employees often have the choice between participating in their employer's DCAP on a Salary Reduction basis or taking a Dependent Care Tax Credit under Code §21. Employees cannot take advantage of both tax benefit options. Employees with questions regarding which option is best should consult with an accountant.

INTEROFFICE MEMORANDUM

Date: April 25, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Section 125 Plan Document Update

The City originally adopted an IRS Section 125 Flexible Benefits Plan for full-time employees in 1993 (adopted by Resolution No. 429). The Plan has since been updated and amended. Since the original plan was adopted by resolution, all amendments to the Plan should also be adopted by resolution. It is therefore recommended that Council adopt the current Section 125 Plan as well as ratify and confirm all changes to the Plan since 1993. All future amendments to the Plan should also be adopted by resolution.

This Plan allows an employee to participate in the following pre-tax salary reduction programs:

- Premium Payment Plan (PPP) to make pre-tax salary reduction contributions to pay the employee's share of the insurance premium to the health plan, the dental plan, the accidental death and dismemberment plan, and the vision plan.

- Health Flexible Spending Account (Health FSA) to allow employees to make pre-tax salary reduction contributions to an account for reimbursement of certain health care expenses as authorized by Section 125 of the IRS Code.

- Dependent Care Assistance Program (DCAP) to allow employees to make pre-tax salary reduction contributions to an account for reimbursement of certain dependent dare expenses as authorized by Section 125 of the IRS Code.

Significant changes to the plan include the following:

- The Plan Document has been updated to indicate that the claims administrator for the FSA and the DCAP is now Applications Software, Inc (ASI) of Columbia, Missouri.
- In addition to allowing pre-tax salary reductions to the employee's contribution to the health insurance premium, the Plan Document has been updated to also allow pre-tax salary reductions to the employee contributions toward the premiums for dental insurance, vision insurance, and accidental death and dismemberment insurance.

I would be happy to provide any additional information that may be helpful.

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

DATE: April 20, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated April 20, 2011, in the amount of $87,829.90

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

NO DEPARTMENT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00188	176		041511	15-Apr-11	GRACE, ANDY	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,760.00	
								Sum of Invoices	*1,760.00*

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-11-12-6253	190.91	
00019	0		75555	05-Apr-11	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY MARCH 11	01-11-12-6202	12,644.00	
00022	1		6	10-Feb-11	FEDEX KINKO'S	OVERSIZE COPIES	01-11-13-7304	22.52	
							Sum of Invoices		*12,857.43*

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		033111	31-Mar-11	ASI	FLEX SPENDING ACCT ADMIN-MAR11	01-12-11-6203	345.50
00114	11		832132988X0408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-12-11-6253	81.49
00034	0		040411	04-Apr-11	CHRISTENSEN, JAYSEN	MILEAGE REIMB-MARCH 2011	01-12-11-7307	10.20
00138	1		6206186	31-Mar-11	CSC CREDIT SERVICES	CREDIT SERVICES	01-12-11-6202	16.83
01447	0	P001161	17790	06-Apr-11	DIVERSIFIED PRINTING INC	APRIL NEWSLETTER W/REC INSERT	01-12-11-6203	1,442.00
00053	0		37301-44	04-Apr-11	ST JOHN'S MERCY CORPORATE HEALTH	4 EA PREPLACEMENT PHYSICALS	01-12-11-6271	340.00
00053	0		803097-001	30-Mar-11	ST JOHN'S MERCY CORPORATE HEALTH	DOT TESTING	01-12-11-6271	90.00

Sum of Invoices *2,326.02*

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00278	0		F54513730101	06-Apr-11	GLOBAL	3 EA GE T123 CAMERAS-PUB WKS	01-12-51-6213	149.00	
							Sum of Invoices		*149.00*

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X0408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-13-11-6253	66.89

Sum of Invoices *66.89*

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00045	1		1	05-Apr-11	OFFICE DEPOT	CART FOR COURT NIGHTS	01-13-14-7304	174.59	
							Sum of Invoices		*174.59*

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01365	0		08414	12-Apr-11	DIRECT EXPRESS OFFICE SUPPLIES	3 EA MOBILE CPU STANDS-FINANCE	01-13-15-7312	66.96
01365	0		08415	12-Apr-11	DIRECT EXPRESS OFFICE SUPPLIES	CALCULATOR	01-13-15-7312	52.89
01484	0		233119-0	07-Apr-11	OFFICE SOURCE, INC.	FILE FOLDERS-BLDG DEPT	01-13-15-7312	62.71
01169	0		107847190	01-Apr-11	STAPLES ADVANTAGE	STAPLER, LABELS	01-13-15-7312	75.74

Sum of Invoices *258.30*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

4/20/2011

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00116	0		8594	05-Apr-11	SAM'S CLUB	PARK & REC DIR COMMITTEE LUNCH	01-14-11-7304	47.57
01151	0		0238	14-Apr-11	STRASSNER TENNIS COURT BUILDERS	TENNIS SUPPORTS BEIRNE CRT #3	01-14-11-9503	303.32

Sum of Invoices *350.89*

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249	0		1049186-0001-01	14-Apr-11	AMERICAN CARNIVAL MART	PARTY SUPPLIES	06-14-31-7304	39.82
00114	11		832132988 EF 4/11	04-Apr-11	AT&T	CELL PHONE-MARCH 2011	06-14-31-6253	73.29
00015	1		452744961	13-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (041311)	06-14-31-7301	1.92
00015	1		452741770	06-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (040611)	06-14-31-7301	1.92
00015	1		452744961	13-Apr-11	CINTAS CORP. #452	UNIFORMS (041311)	06-14-31-7308	5.01
00015	1		452741770	06-Apr-11	CINTAS CORP. #452	UNIFORMS (040611)	06-14-31-7308	5.01
00080	0		7323-241-5	13-Apr-11	DIERBERGS	PARTY SUPPLIES	06-14-31-7304	46.73
01326	0		5376	07-Apr-11	FIREPRO LLC	FIRE EXTINGUISHER TEST & MAINT	06-14-31-6212	93.00
00082	0		0472637	12-Apr-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA (041211)	06-14-31-7307	141.52
00082	0		0471402	04-Apr-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA (040411)	06-14-31-7307	141.52
00867	1	P001164	I0053425	31-Mar-11	MURPHY	CARLYLE COMPRESSOR	06-14-31-9501	645.93
00711	1		303572733	15-Mar-11	TERMINIX	PEST CONTROL ICE ARENA (031511	06-14-31-6212	32.00

Sum of Invoices *1,227.67*

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01326	0		5375	07-Apr-11	FIREPRO LLC	FIRE EXTINGUISHER MAINTENANCE	06-14-32-7301	36.50
00117	0		0175441	05-Apr-11	HOME DEPOT	CREDIT MEMO-MDSE RETURN	06-14-32-6212	(19.35)
00117	0		0175441	05-Apr-11	HOME DEPOT	CREDIT MEMO-MDSE RETURN	06-14-32-6211	(19.35)
00117	0		1064814	04-Apr-11	HOME DEPOT	2 CYCLE OIL	06-14-32-6211	6.97
00117	0		1064814	04-Apr-11	HOME DEPOT	PLASTIC TIES	06-14-32-6212	5.99
00117	0		1064814	04-Apr-11	HOME DEPOT	EYE BOLTS, SPRING LINKS	06-14-32-6212	40.10
00117	0		1064814	04-Apr-11	HOME DEPOT	TIRE REPAIR	06-14-32-6211	10.97
00117	0		0053551	05-Apr-11	HOME DEPOT	PIPE WRENCH	06-14-32-6212	3.97
00117	0		0053551	05-Apr-11	HOME DEPOT	ROPE	06-14-32-6212	13.38
00117	0		0053551	05-Apr-11	HOME DEPOT	PERENNIAL MIX	06-14-32-7303	9.97

Sum of Invoices *89.15*

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	14		040311	03-Apr-11	AT&T	YELLOW PAGES AD & WEBSITE	06-14-33-6260	84.36	
00344	1	P001150	1001826558	25-Mar-11	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	250.32	
00344	1	P001150	1001826557	25-Mar-11	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	96.00	
00121	0		922326290	24-Mar-11	CALLAWAY GOLF	HATS FOR RESALE	06-14-33-8325	24.57	
00121	0		922319285	23-Mar-11	CALLAWAY GOLF	HATS FOR RESALE LADIES APPAREL	06-14-33-8325	34.12	
01326	0		5375	07-Apr-11	FIREPRO LLC	FIRE EXTINGUISHER MAINTENANCE	06-14-33-6202	104.75	
00721	0		107708	31-Mar-11	PATTONVILLE SCHOOL DISTRICT	NEW SCORE CARDS BLACK TEES	06-14-33-7304	741.00	
00711	1		303572733	15-Mar-11	TERMINIX	PEST CONTROL PRO SHOP (031511)	06-14-33-6212	32.00	
							Sum of Invoices		*1,367.12*

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452744961	13-Apr-11	CINTAS CORP. #452	WIPING TOWELS (041311)	06-14-34-7301	4.80
00015	1		452741770	06-Apr-11	CINTAS CORP. #452	WIPING TOWELS (040611)	06-14-34-7301	4.80
01491	0	P001192	54254903	01-Apr-11	FARMER BROS. COFFEE	COFFEE, TEA, SOFT DRINKS FOR	06-14-34-8317	93.60
01491	0	P001192	54254903	01-Apr-11	FARMER BROS. COFFEE	MISC SUPPLIES (8321)	06-14-34-8321	57.14
00086	0	P001143	103310962	31-Mar-11	SYSCO FOOD	SANDWICHES FOR RESALE (8315)	06-14-34-8315	586.88
00086	0	P001143	103310962	31-Mar-11	SYSCO FOOD	MISC ITEMS (8321)	06-14-34-8321	163.32
01121	0	P001190	16597	04-Apr-11	TJ'S PIZZA	PIZZA FOR RESALE (8315)	06-14-34-8315	108.65

Sum of Invoices *1,019.19*

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X0408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-16-11-6253	31.79
01448	0	P001162	661640	01-Apr-11	BUILDINGSTARS	CLEANING SERVICE	01-16-11-6212	1,420.00
00015	1		452744875	13-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/13/11)	01-16-11-7308	10.00
00015	1		452741785	06-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/6/11)	01-16-11-7308	10.00
00117	0		8020576	07-Apr-11	HOME DEPOT	BUILDING SUPPLIES	01-16-11-6212	92.49
00117	0		8020576	07-Apr-11	HOME DEPOT	CLEANING SUPPLIES	01-16-11-7301	36.70
00039	0		712329	06-Apr-11	INDUSTRIAL SOAP	PAPER PRODUCTS, CAN LINERS	01-16-11-6212	527.25
00212	0		248058	05-Apr-11	JOHNSTONE SUPPLY	THERMOSTAT WIRE	01-16-11-6212	119.60
00627	0		E11-31035	08-Apr-11	MISSOURI DIVISION OF FIRE SAFETY	CERTIFICATE FEE-ELEVATOR	01-16-11-6211	25.00
00087	1		37500	31-Mar-11	SYSTEMAIRE, INC.	DIAGNOSTIC CHECK GYM HEATPUMP	01-16-11-6212	176.00
00054	1		01767630	04-Apr-11	WALTER KNOLL FLORIST	ATRIUM FLORAL SERVICE-MAY 2011	01-16-11-6212	80.00

Sum of Invoices *2,528.83*

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039x0408201	01-Apr-11	AT&T	MARCH 2011 CELL PHONE CHARGES	01-21-11-6253	144.81
00094	1		135952	11-Apr-11	FIRESTONE	CAR 2412 3000 MILE SERVICE	01-21-11-6210	17.99
00125	0		237533-01	07-Apr-11	LEON UNIFORM	RETIREMENT BADGE/PO TREFNEY	01-21-11-7306	92.00
00116	0		8182007	07-Apr-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	77.28

Sum of Invoices *332.08*

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00094	11		826147039x0408201	01-Apr-11	AT&T	MARCH 2011 CELL PHONE CHARGES	01-21-21-6253	186.99	
00114	1		135807	07-Apr-11	FIRESTONE	CAR 2415 - BATTERY INSTALLED	01-21-21-6210	126.00	
							Sum of Invoices		*312.99*

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039x0408201	01-Apr-11	AT&T	MARCH 2011 CELL PHONE CHARGES	01-21-22-6253	301.17
00234	1		341382	21-Jan-11	ED ROEHR SAFETY PRODUCTS	UNIFORM ITEMS FOR K. EAGAN	01-21-22-5107	294.66
00096	0		114831	05-Apr-11	EVS	REINSTALL CPU IN CAR 10	01-21-22-6211	25.00
00094	1		135749	05-Apr-11	FIRESTONE	REPAIR TIRE	01-21-22-6210	14.99
00094	1		135774	06-Apr-11	FIRESTONE	CAR 2408 30000 MILE SERVICE	01-21-22-6210	214.46
00094	1		135761	06-Apr-11	FIRESTONE	CAR 2405 - 3000 MILE SVS.	01-21-22-6210	17.99
00094	1		136034	14-Apr-11	FIRESTONE	CAR 2405 - DIAGNOSE PROBLEM	01-21-22-6210	21.99
00094	1		136017	13-Apr-11	FIRESTONE	CAR 2406 ALIGNMENT	01-21-22-6210	83.99
00094	1		135944	12-Apr-11	FIRESTONE	CAR 2403 3000 MILE SERVICE	01-21-22-6210	32.22
00113	0		398655	12-Apr-11	MISSOURI VOCATIONAL ENTERPRISES	(1) LICENSE PLATE FOR TRAILER	01-21-22-6202	14.75

Sum of Invoices *1,021.22*

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-31-11-6253	252.76

Sum of Invoices *252.76*

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111837949	31-Mar-11	AIRGAS MID AMERICA	WELDING TANKS/GAS	01-31-41-7307	45.10
00275	0		70410-04922	08-Apr-11	AMERENUE	MUNICIPAL LIGHTING	01-31-41-6251	31,257.97
00114	11		GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-31-41-6253	131.04
00114	15		3149941534 4/11	27-Mar-11	AT&T	IRRIGATION SENSOR 12015 OLIVE	01-31-41-6253	42.96
00010	0		883184	14-Apr-11	BRANNEKY HARDWARE	STAPLER	01-31-41-6210	24.99
00010	0		882863	07-Apr-11	BRANNEKY HARDWARE	EPOXY & GLUE	01-31-41-6212	12.47
00010	0		883183	14-Apr-11	BRANNEKY HARDWARE	CREDIT MEMO-MDSE RETURN	01-31-41-6212	(32.00)
00013	0		1763-169913	08-Apr-11	CARQUEST	OIL FILTERS FOR 2-TON TRKS	01-31-41-6210	15.82
00013	0		1763-170324	14-Apr-11	CARQUEST	FILTERS FOR TRUCK #106	01-31-41-6210	23.16
00013	0		1763-169815	07-Apr-11	CARQUEST	WINDOW HANDLE TOOL	01-31-41-7302	5.91
00099	0		1234334	31-Mar-11	CEEKAY SUPPLY	WELDING TANKS/GAS	01-31-41-7307	62.84
00015	1		452741772	06-Apr-11	CINTAS CORP. #452	SAFETY MATS (4/6/11)	01-31-41-6212	36.46
00015	1		452738597	30-Mar-11	CINTAS CORP. #452	SAFETY MATS (3/30/11)	01-31-41-6212	36.46
00015	1		452741772	06-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (4/6/11)	01-31-41-7301	18.53
00015	1		452738597	30-Mar-11	CINTAS CORP. #452	CLEANING SUPPLIES (3/30/11)	01-31-41-7301	18.53
00015	1		452741773	06-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/6/11)	01-31-41-7308	38.17
00015	1		452741774	06-Apr-11	CINTAS CORP. #452	HOODED SWEATSHIRTS	01-31-41-7308	380.33
00015	1		452738598	30-Mar-11	CINTAS CORP. #452	UNIFORM RENTAL (3/30/11)	01-31-41-7308	38.17
00235	0	P001068	DM3019-1011-95	07-Apr-11	CITY OF CHESTERFIELD	PURCHASE 329.61 TONS ROAD SALT	01-31-41-7310	13,889.77
01393	0		67750	08-Apr-11	COMMERCIAL PUMPING SERVICES, LLC	CLEAN/DISPOSE OF SLUDGE IN PIT	01-31-41-6212	360.50
01466	0		140028466	07-Apr-11	CROSS MIDWEST TIRE	4 EA LEAF VAC TIRES	01-31-41-6211	569.20
00128	1		S2948647.001	30-Mar-11	FROST ELECTRIC	WIRE CONNECTORS	01-31-41-6212	12.94
00766	0		1401	10-Feb-11	GATEWAY HOSE & FITTINGS, LLC	HYDRAULIC HOSE FOR SALT SPREDR	01-31-41-7310	190.29
00105	2		0347-000133073	25-Mar-11	JOHNNY ON THE SPOT #347	RENTAL UNITS FOR LEAF SITES	01-31-41-6266	200.22
00789	0		339629	12-Apr-11	K&K SUPPLY	SUMMER WORK GLOVES	01-31-41-7308	42.00
00156	0		0046979	30-Mar-11	L & C TRUCK REPAIR, INC.	REPLACE EXHAUST MANIFOLDS #304	01-31-41-6210	2,232.82
00794	1	P001053	0208016-IN	05-Apr-11	LANGE STEGMAN	SHIPPING 290.56 TONS ROAD SALT	01-31-41-7310	2,199.54
00794	1	P001053	0208041-IN	05-Apr-11	LANGE STEGMAN	23.73 TONS ROAD SALT	01-31-41-7310	179.64
01490	0		0288525	29-Mar-11	MEDNIK * RIVERBEND	SHOP RAGS	01-31-41-6212	26.23
00103	0		433688	11-Apr-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-41-7301	47.50
00040	0		753175	06-Apr-11	MILBRADT	FILTERS FOR ARROW BOARD	01-31-41-6211	44.88

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00165	1		TI-0233063	11-Apr-11	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	247.39
00865	0	P001181	224710	08-Apr-11	OUTDOOR SOLUTIONS	PRE-EMERGENT/CLEANUP OLIVE/I27	01-31-41-6212	3,410.00
00047	0		P83464	06-Apr-11	PAT KELLY EQUIPMENT	FIRE HOSE FOR CLEANING SPREADR	01-31-41-6210	554.32
00047	0		P83405	04-Apr-11	PAT KELLY EQUIPMENT	SPRAY NOZZLES	01-31-41-6212	43.98
00110	0		307519	11-Apr-11	RICMAR INDUSTRIES	SPRAY FOR SALT SPREADER CONNEC	01-31-41-6210	161.22

Sum of Invoices *56,569.35*

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00105	1	P001157	0346013447689	31-Mar-11	ALLIED WASTE	CONDO SERVICE APRIL 2011	01-31-42-6214	2,555.81	
00114	11		GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-31-42-6253	32.03	
01480	1		2110244425	31-Mar-11	IESI MO - CHAMP LANDFILL LLC	SMALL LOAD REFUSE FEE	01-31-42-6214	222.18	
							Sum of Invoices		*2,810.02*

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-31-43-6253	36.78
00010	0		883184	14-Apr-11	BRANNEKY HARDWARE	ITEMS FOR SWING-LAKE SCH PK	01-31-43-6212	28.08
00010	0		883153	12-Apr-11	BRANNEKY HARDWARE	PARTS FOR PLAYGROUND EQUIPT	01-31-43-6212	33.29
00013	0		1763-168653	21-Mar-11	CARQUEST	PARTS FOR MOWER SERVICING	01-31-43-6211	277.67
00015	1		452741772	06-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (4/6/11)	01-31-43-7301	18.53
00015	1		452738597	30-Mar-11	CINTAS CORP. #452	CLEANING SUPPLIES (3/30/11)	01-31-43-7301	18.53
00015	1		452741773	06-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/6/11)	01-31-43-7308	38.17
00015	1		452741774	06-Apr-11	CINTAS CORP. #452	HOODED SWEATSHIRTS	01-31-43-7308	380.33
00015	1		452738598	30-Mar-11	CINTAS CORP. #452	UNIFORM RENTAL (3/30/11)	01-31-43-7308	38.17
00117	0		1412345	04-Apr-11	HOME DEPOT	CHAIN FOR PARK SWINGS	01-31-43-6212	126.00
00789	0		339629	12-Apr-11	K&K SUPPLY	SUMMER WORK GLOVES	01-31-43-7308	42.00
01490	0		0288525	29-Mar-11	MEDNIK * RIVERBEND	SHOP RAGS	01-31-43-6212	26.23
00103	0		433688	11-Apr-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-43-7301	47.50
00173	0		IN092753	01-Apr-11	SUPREME TURF PRODUCTS	FERTILIZER	01-31-43-7303	710.00
00108	1		1	04-Apr-11	WHOLESALE PLUMBING SUPPLY	PARTS FOR RESTROOM REPAIRS	01-31-43-6212	21.42

Sum of Invoices *1,842.70*

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		408 GF	04-Apr-11	AT&T	CELL PHONES-MARCH 2011	01-32-11-6253	187.73
00022	1		6	10-Feb-11	FEDEX KINKO'S	OVERSIZE COPIES	01-32-11-7304	22.52

Sum of Invoices *210.25*

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00058	0		040611	06-Apr-11	BURKE, PATRICK	MILEAGE REIMB-MARCH 2011	01-32-61-7307	234.60	
00032	0		040411	04-Apr-11	UNSER, STEVE	MILEAGE REIMB-MARCH 2011	01-32-61-7307	68.85	
							Sum of Invoices		*303.45*

GRAND TOTAL OF ALL INVOICES ***87,829.90***

BILL NO. ___5307____ **ORDINANCE NO. _____________**

AN ORDINANCE AUTHORIZING THE EXECUTION OF A POLICE MUTUAL AID AGREEMENT BETWEEN THE CITIES OF CREVE COEUR, FRONTENAC AND TOWN AND COUNTRY.

WHEREAS, with the formation of the West Central Dispatch Center (WCDC) the police departments of Creve Coeur, Frontenac and Town and Country have deemed it to be in their best interest to enter into a police mutual aid agreement, and

WHEREAS, the purpose of the agreement is to provide for mutual cooperation in the event of an emergency situation.

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

The City of Creve Coeur hereby authorizes the City Administrator, on behalf of the City, to enter into a Police Mutual Aid Agreement with the Cities of Frontenac and Town and Country, attached hereto as Exhibit *"A"*.

ADOPTED THIS ________DAY OF APRIL, 2011

____

A.J. WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF APRIL, 2011

____

Harold Dielmann
Mayor

ATTEST:

____

DEBORAH RYAN, CITY CLERK

MUTUAL AID AGREEMENT

WHEREAS, the City Police Departments of Creve Coeur, Frontenac, and Town and Country, Missouri have deemed it to be in their best interest to enter into a Mutual Aid Agreement to provide for mutual cooperation in the event of an emergency situation.

WHEREAS, for purposes of this agreement, an emergency situation exists when a law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest, and immediate response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be at the discretion of the officer making the initial response, or at the discretion of an officer, or governmental officer, of the political subdivision in which the emergency situation is believed to be occurring.

WHEREAS, Section 70.820 RSMo authorizes cities to enter into mutual aid agreements with other cities to assist each other in "emergency situations" as that term is defined in Section 70.820 RSMo;

WHEREAS, this agreement is intended only to cover "emergency situations" as defined in Section 70.820 RSMo and is not intended to have any effect on any other agreements or procedures in place (such as "Code 1000") that address significant emergencies, including earthquakes, floods, tornadoes and other events set forth in Section 70.837 RSMo or otherwise provided by law;

WHEREAS, the cities of Creve Coeur, Frontenac and Town and Country have all passed ordinances authorizing approving this Mutual Aid Agreement;

NOW THEREFORE, the cities of Creve Coeur, Frontenac, Town and County do agree as follows:

A. Any request for mutual aid assistance regarding "emergency situations" pursuant to this Agreement are to be made by the on-duty supervisor/watch commander of the agency requesting assistance. Requests are to be directed to the on-duty supervisor/watch commander of any or all other agencies during an immediate need for their police services. It is the intent of this Agreement that assistance is provided for immediate emergency response, and not to facilitate ongoing recovery efforts from a prolonged disaster; which shall be addressed by other arrangements to be made between the City governments.

B. When providing assistance pursuant to this Agreement, police officers of the assisting agency or agencies shall remain employees of their respective City, but will take direction from supervisory personnel of the agency requesting assistance. All aspects of the operation are to be under the control and supervision of the agency requesting assistance.

C. During a requested mutual aid event pursuant to the Agreement, radio communications between the responding agency or agencies will be managed by the West Central Dispatch Center. If needed and directed, the agencies may utilize the prescribed common mutual aid channel or request the use of a St. Louis County Riot channel during the mutual aid request for assistance. If any alternate channel is assigned, the communications personnel will exact their best effort to assist in transmitting and receiving on the assigned channel.

D. Any City providing assistance pursuant to this Agreement, will maintain its normal workers compensation and liability coverage for its employees, vehicles and equipment. The requesting City agrees to maintain adequate liability insurance under state law, and to hold harmless and indemnify the City or Cities requested to provide assistance for any and all claims (other than workers compensation claims of their respective employees) occurring while its personnel and equipment are working under the direction of the Mayor, City Administrator, Chief of Police or his/her designee of the requesting City. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement

E. Agencies will provide assistance, pursuant to this Agreement, as requested, subject to the availability of staffing and equipment.

F. When requested hereunder, agencies will provide assistance in the form of staffing, vehicles, and equipment. Vehicles and equipment should be operated by qualified police officers of the agency providing the equipment whenever possible. However, this should not restrict any qualified personnel of the requesting agency from operating vehicles or equipment when qualified police officer operators of the providing agency are not available for that purpose.

G. The parties to this Agreement may terminate this Agreement at any time after providing thirty days prior written notice. The parties to this Agreement shall, every three years, review the Agreement for any modifications and amendments as so agreed upon by the parties.

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF CREVE COEUR, MISSOURI

By: ___________________________

Date: _______________

CITY OF FRONTENAC, MISSOURI

By: _________________________

Date: ______________

CITY OF TOWN AND COUNTRY, MISSOURI

By: __________________________

Date: _______________

CREVE COEUR POLICE DEPARTMENT
INTEROFFICE MEMO

DATE: April 5, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: Mutual Aid Agreement

In the planning stages of the WCDC, all three member cities requested their respective cities establish a mutual aid agreement. This agreement reflects the State Statute that allows emergency responders to assist other agencies. The three Police Chief's involved in the consortium felt that it would provide a legal framework and give us the authority to exercise aid when the situation dictated.

Additionally, it is required for our CALEA accreditation process.

The ordinance provides the legal authority for officers of the Creve Coeur Police Department to assist the Cities of Frontenac and Town and Country, officers from those departments to assist Creve Coeur officers in any type of "emergency situations". The terms are defined in the State Statute Section 70.820 RSMO.

Specific guidelines for requesting assistance, liability coverage, and other relevant issues are outlined in the agreement.

The cities of Frontenac and Town and Country have already passed a similar ordinance.

BILL NO. __5308__ **ORDINANCE NO. ____________**

AN ORDINANCE AMENDING THE TRAFFIC CODE REGARDING TRAFFIC SCHEDULES WITHIN THE CITY OF CREVE COEUR

WHEREAS, the City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update the traffic schedules of the City of Creve Coeur for reasons of public safety and welfare; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS, MISSOURI THAT:

SECTION 1: Traffic Schedules I through XVII inclusive of TITLE III Traffic Code, of the Code of Ordinances are hereby repealed in their entirety and new Traffic Schedules I through XVII of TITLE III Traffic Code of the Code of Ordinances of the City of Creve Coeur are hereby adopted in lieu thereof in the form attached hereto as Exhibit 1.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective pursuant to Section 3.11(g) of the City Charter.

ADOPTED THIS ____________DAY OF ________2011

____
A.J. WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____________DAY OF ________2011

____
HAROLD DIELMANN
MAYOR

ATTEST:

____
DEBORAH RYAN
CITY CLERK

SCHEDULE I. TRAFFIC CONTROL SIGNALS

In accordance with Chapter 315 Traffic Control Devices, of the Code of Ordinances, City of Creve Coeur, all traffic at the following listed locations shall be controlled by electrically operated traffic signals:

Baur Boulevard and Lindbergh **Boulevard**, westbound
Coeur de Ville Drive and Woodcrest Executive Drive
Conway Road and Entrance Drive
Conway Road and McAuley Drive
Conway Road and South New Ballas **Road**
Craig Road and West Oak Square (driveway)
Ladue **Road** (Route AB) and Beacon Hill **Lane**
Ladue **Road** (Route AB) and Coeur de Ville Drive
Ladue **Road** (Route AB) and Emerson Road
Ladue **Road** (Route AB) and I-270 (each side of I-270 overpass)
Ladue **Road** (Route AB) and Mason Road (south)
Ladue **Road** (Route AB) and Woodbridge Manor **Road**
Ladue Road and Graeser Road
Ladue Road and Mosley Road
Ladue Road and North New Ballas Road
Ladue Road and Spoede Road
Lindbergh **Boulevard** (Route 67) and Baur Boulevard, northbound
Lindbergh **Boulevard** (Route 67) and Chaminade turnaround
Lindbergh **Boulevard** (Route 67) and Ladue Road
Lindbergh **Boulevard** (Route 67) and Quailways **Drive** turnaround
Lindbergh **Boulevard** (Route 67) and Schuetz Road, southbound
N. New Ballas Road at 522 N. New Ballas **Road** (ingress/egress)
N. New Ballas Road at City Place **Drive**
N. New Ballas Road and Conway Road
N. New Ballas Road and Craig Road
N. New Ballas Road and Magna Carta **Drive**
N. New Ballas Road and Old Ballas Road
N. New Ballas Road and Ladue Road
N. New Ballas Road and Studt Road
Olive **Boulevard** (Route 340) and Barnes West Drive
Olive **Boulevard** (Route 340) and Center Parkway Drive
Olive **Boulevard** (Route 340) and Craig Road
Olive **Boulevard** (Route 340) and Cross Creek Road
Olive **Boulevard** (Route 340) and Fee Fee **Road**
Olive **Boulevard** (Route 340) and Fernview Drive
Olive Boulevard (Route 340) and Graeser Road/Dautel Lane
Olive **Boulevard** (Route 340) and Heritage Place
Olive **Boulevard** (Route 340) and I-270 (both east and west end of overpass)
Olive **Boulevard** (Route 340) and Mary Meadows **Lane**
Olive **Boulevard** (Route 340) and Mason Road
Olive **Boulevard** (Route 340) and Monsanto Drive (east)
Olive **Boulevard** (Route 340) and Mosley Road
Olive **Boulevard** (Route 340) and North New Ballas **Road**
Olive **Boulevard** (Route 340) and Old Ballas Road
Olive **Boulevard** (Route 340) and Old Olive **East**

Olive **Boulevard** (Route 340) and Old Olive **West**
Olive **Boulevard** (Route 340) and Pavilion Drive
Olive **Boulevard** (Route 340) and Questover **Lane**
Olive **Boulevard** (Route 340) and Ross Road
Olive **Boulevard** (Route 340) and Schulte Road
Olive **Boulevard** (Route 340) and Spoede Road
Olive **Boulevard** (Route 340) and Tempo Drive
Olive **Boulevard** (Route 340) and Timber Run
Olive **Boulevard** (Route 340) and Warson Road
Olive **Boulevard** (Route 340) and West Oak Centre Drive/City Place East Drive
S. New Ballas **Road** at Muckerman Drive
Schuetz Road and Lindbergh **Boulevard** (Route 67) eastbound

SCHEDULE II. FIRE DISTRICT SIGNALS

In accordance with Chapter 315 Traffic Control Devices of the Code of Ordinances City of Creve Coeur all traffic at the following listed locations shall be controlled by electrically operated traffic signals:

Olive Boulevard (Route 340) at Monarch Fire District, Station House #4 at 1201 Fernview Drive
Olive **Boulevard** (Route 340) at Creve Coeur Fire District, Station House #1 at 11720 Olive **Boulevard**

SCHEDULE III. MAXIMUM SPEED FOR DESIGNATED STREETS

In accordance with Chapter 320 Speed Regulations, of the Code of Ordinances, City of Creve Coeur, all vehicles operated on and within the limits of any street, boulevard or thoroughfare in the City of Creve Coeur, at any time, will not be at a rate of speed in excess of twenty (20) miles per hour*, unless permitted by another Subsection within this Section.
In accordance with Chapter 320, all vehicles operated on and within the limits of the following designated streets or portions thereof shall operate at speeds as hereinafter provided in this and the following Subsections:

Street	***Maximum Speed Limit***
Ambassador Boulevard - Entire length from Andes Boulevard	**25mph**
Ambleside Drive - Entire Length	**25mph**
Ambois Drive - Entire Length	**25mph**
Andes Boulevard - Entire length from Baur Boulevard	25 mph
Aramis Drive - Entire Length	**25mph**
Auburndale Drive - Entire Length	**25mph**
Baur Boulevard - Entire length	35 mph
Barbezieux Drive - Entire length	**25 mph**
Bellerive Estates Drive - Entire length	**25 mph**
Bellerive Manor Drive - Entire length	**25 mph**

Bellerive Springs Drive - Entire length	**25 mph**
Cannes Drive - Entire length	**25 mph**
Coeur de Ville Drive - From Connector Road to Royal Valley Drive	30 mph
Coeur de Ville Drive - From Olive (Route 340) to Connector Road	40 mph
Coeur de Ville Drive - From Royal Valley Drive to Ladue Road	40 mph
Conway Road - East City limit to Laduemont Drive	30 mph
Conway Road - Laduemont Drive to west City limits	**35 mph**
Corporate Square Drive - Entire length	**25mph**
Country View Drive - South edge of park entrance to cul-de-sac at north end of subdivision	15mph
Covenant Lane - Entire length	**10 mph**
Craig Road - North City limit to Olive **Boulevard** (Route 340)	35 mph
Decker Lane - Emerson **Road** to Old Ballas **Road**	30 mph
Emerson Road - From 800’ north of Emerald Green Drive to Ladue Road	**40 mph**
Emerson Road - From Olive Boulevard to 800’ north of Emerald Green Drive	**30 mph**
Falaise Drive - Ladue Road to Hibler Road	**25 mph**
Fernview Drive - Entire length	**25 mph**
Fernway Lane - Entire length	**25 mph**
Gateway Boulevard - Entire length	25 mph
Graeser Road - From Olive **Boulevard** (Route 340) to Ladue Road	30 mph
I-270 North City limit to south City limit (Except that in no event shall the rate of speed exceed the speed limit electronically posted by the Missouri Department of Transportation)	60 mph
Guelbreth Lane - Entire length	**15 mph**
Haverton Drive - Entire length	**25 mph**
Hibler Road - Entire length	**25 mph**
Ladue Road (Route AB) - From .5 mile west of I-270 to west City limit	45 mph
Ladue Road (Route AB) - From East City limit to .5 mile west of I-270	40 mph
Ladue Aire Drive - Entire length	**25 mph**
Ladue Lake Drive - Entire length	**25 mph**

Laduemont Drive - Entire length	**25 mph**
Les Parre Drive - Entire length	**25 mph**
Lighthouse Way - Entire length	**15 mph**
Lindbergh **Boulevard** (Route 67) **-** From north City limit to south City limit	40 mph
Mason Road - From north City limit to south City limit	35 mph
Montauban Drive - Entire length	**25 mph**
Montmarte Drive - Entire length	**25 mph**
Mosley Road - From Olive **Boulevard** (Route 340) to Ladue Road (Route AB)	30 mph
N. New Ballas Road – **From** Olive **Boulevard (Route 340)** to south City limits	35 mph
N. New Ballas **Road** (extension) **- From** Olive **Boulevard (Route 340)** to Craig Road, north	30 mph
Nimes Drive - Entire length	**25 mph**
North Walling Drive - Entire length	**25 mph**
Office Parkway - From Olde Cabin Road to Craig Road	30 mph
Old Ballas Road From Olive **Boulevard** (Route 340) to Emerson Avenue	30 mph
Old Olive **E**ast - From Olive **Boulevard** (Route 340) to Lindbergh **Boulevard** (Route 67)	40 mph
Old Olive **W**est - From Lindbergh **Boulevard** (Route 67) to Olive **Boulevard** (Route 340)	30 mph
Olde Cabin Road - From Old Ballas Road to Office Parkway	30 mph
Olive **Boulevard** (Route 340) – **From** east City limit to Spoede Road	40 mph
Olive **Boulevard** (Route 340) – **From** Spoede Road to I-270	35 mph
Olive **Boulevard** (Route 340) – **From** I-270 to west City limit	40 mph
Questover Lane - Entire length	**25 mph**
Research Boulevard – Entire Length	25 mph
Rue de Fleur Drive - Entire length	**25 mph**
Rue de la Banque - Entire length	**15 mph**
Spoede Road - From Olive (Route 340) to south City limit	30 mph
Studt Avenue - From Old Ballas to Decker Lane	30 mph
Timber Run Drive - From Haverton Drive to Bellerive Estates Drive	**25 mph**
Warson Road - From north City limit to south City limit	30 mph

West Walling Drive - Entire length	**25 mph**
Note: All public and private streets not otherwise designated are 20 mph and not listed on this Schedule.	

SCHEDULE IV. TURN RESTRICTIONS

In accordance with Chapter 325 Turning Movements, of the Code of Ordinances, City of Creve Coeur, all vehicular traffic shall, at certain intersections or locations, be prohibited from making a right, left or "U" turn as specified in this Schedule, provided that proper signs have been posted:

Intersection or Location	***Turn Restrictions***
Bellerive Plaza 12700 block Olive **Boulevard** (Route 340)	"No left turn" northbound from westernmost access of Bellerive Plaza to westbound Olive **Boulevard** (Route 340)
Borders Book Store 11745 Olive **Boulevard (Route 340)**	"No left turn" at any time from the northern egress of the parking lot to N. New Ballas Road (extension)
Center Parkway Drive From Olive Boulevard (Route 340) to Decker Lane	**"No U-turn" for northbound and southbound**
Craig Road at 11464 Olive **Boulevard** (Commercial Drive south of Olive **Boulevard**)	"No left turn" from commercial business onto northbound Craig Road
Craig Road at West Oak Plaza (lot for Trader Joe's)	"No right turn" from southbound Craig Road "No left turn" from northbound Craig Road
Creve Coeur Government Center 300 N. New Ballas (median)	"No U-turn" for southbound traffic
Creve Coeur Plaza	**"No left turn" from drive located on north end of creve Coeur Plaza to westbound Olive (Route 340)**
Creve Coeur Post Office 331 N. New Ballas Road	"No right turn on red" from Creve Coeur post office to southbound N. New Ballas
Cross Creek **Drive** southbound at 12312 Olive	No U-turn" to go northbound on Cross Creek **Drive** from southbound Cross Creek **Drive** at **entrance** to 12312 Olive **Boulevard**
Graeser Road NB and SB at Rondelay Drive	**"No Turn 7:00 AM to 8:45 AM Monday thru Friday"**
Ladue Road at Lindbergh **Boulevard (Route 67)**	"No U-turn" for **eastbound and westbound** Ladue **Road** at east and west ends of concrete medians
Ladue Road, 156' west of Lindbergh Boulevard (Route 67)	**"No left turn" at the north egress from the parking lot of #1 S. Lindbergh Boulevard to westbound Ladue Road**
Lindbergh **Boulevard** (Route 67) at Chaminade turnaround electric signal	"No U-turn" for Lindbergh **Boulevard** traffic at Chaminade turnaround electric signal
Lindbergh **Boulevard** (Route 67) at	"No U-turn" for Lindbergh **Boulevard** traffic at Pillar

Pillar School left turn lane	School left turn lane
Lindbergh **Boulevard** (Route 67) at Quailways **Drive**	"No U-turn" for Lindbergh **Boulevard** traffic at North Tealbrook **Drive**
Mosley Road (southbound at Ladue Road)	"No right turn" **on red, at stop light**
Mosley Square Shopping Center Drive at Olive Boulevard **(Route 340)**	"No left turn" from Mosley Square Shopping Center Drive 168 feet east of Mosley Road onto westbound Olive **Boulevard**
North New Ballas **Road** (north of Olive **Boulevard**)	"No left turn" at the western egress from the parking lot of 11745 Olive **Boulevard** (Borders)
North New Ballas Road at 331 N. New Ballas Road (Post Office north drive)	**“No right turn on red” exiting post office onto N. New Ballas Road at electric signal**
Old Olive East at Lindbergh **Boulevard** (Route 67)	"No U-turn" for westbound Old Olive **East** traffic at Lindbergh **Boulevard** (Route 67)
Old Olive West at Lindbergh **Boulevard** (Route 67)	"No U-turn" for eastbound Old Olive **West** traffic at Lindbergh **Boulevard** (Route 67)
Olive Boulevard (Route 340) at 11401 Olive Boulevard	**"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11401 Olive Boulevard (Bank Liberty)**
Olive **Boulevard** (Route 340) at 11521 Olive **Boulevard**	"No left turn" for Olive **Boulevard** (Route 340) traffic into or out of drive to 11521 Olive **Boulevard** (McDonald's)
Olive Boulevard (Route 340) at 11560 Olive Boulevard	**"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11560 Olive Boulevard (CVS Pharmacy)**
Olive **Boulevard** (Route 340) at 11655 Olive **Boulevard**	"No left turn" for Olive **Boulevard** (Route 340) traffic into or out of drive to 11655 Olive **Boulevard** (U.S. Bank)
Olive Boulevard (Route 340) at 11733 Olive Boulevard	**"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11733 Olive Boulevard (Vincent’s Jewelers)**
Olive **Boulevard** (Route 340) at **I-**270	"No U-turn" for Olive **Boulevard** (Route 340) traffic at **I-**270
Olive **Boulevard** (Route 340) at Center Parkway **Drive**	No U-turn" for Olive **Boulevard** (Route 340) traffic at Center Parkway Drive
Olive **Boulevard** (Route 340) at Cross Creek **Drive**/Woodcrest Executive **Drive**	"No U-turn" for Olive **Boulevard** (Route 340) traffic at Cross Creek **Drive**/Woodcrest Executive **Drive**
Olive **Boulevard** (Route 340) at Heritage Place **Center (**440 feet west of Ross **Road)**	"No left turn" **into or out of** Heritage Place commercial entrance**/exit onto Olive Boulevard (Route 340)**
Olive **Boulevard** (Route 340) at **Barnes** West **Drive**	"No U-turn" for Olive **Boulevard** (Route 340) traffic at **Barnes** West **Drive**
Olive **Boulevard** (Route 340) at Monsanto **Drive (east)**	"No U-turn" for Olive **Boulevard** (Route340) traffic at Monsanto **Drive (east)**

Olive **Boulevard** (Route 340) at Old Olive **W**est	"No U-turn" for Olive **Boulevard** (Route 340) traffic at Old Olive West
Olive **Boulevard** (Route 340) at Pavilion	"No U-turn" for Olive **Boulevard** (Route 340) traffic at Pavilion
Olive **Boulevard** (Route 340) at Spoede Road	"No U-turn" for Olive **Boulevard** (Route 340) traffic at Spoede Road
Spoede Road NB and SB at Rondelay Drive	**"No turn Monday thru Friday 3:45 PM to 6:00 PM"**
Von Gontard Drive at S. New Ballas **Road**	"No left turn" northbound from **Von Gontard** Drive to S. New Ballas **Road**

SCHEDULE V. INTERSECTION STOPS

In accordance with Chapters 315, Traffic Control Devices, and Chapter 335, Stop and Yield Intersections of the Code of Ordinances, City of Creve Coeur, all traffic at the following listed locations shall be controlled by a stop sign.

Alden Lane at Spoede **Road**
Allegro **Lane** at Spoede **Road**
Allegro Lake Estates at Spoede **Road**
Ambois **Drive** (southbound) at Cannes Drive
American Legion Drive at **N. New Ballas Road**
American Legion Drive at **Rue de la Banque East**
Andes **Boulevard** at Baur Boulevard
Aramis Drive at Cannes Drive
Auburndale **Drive** at Mason Road
B'Nai Amoona Synagogue driveway at Conway Road
Bal Harbor Drive at Olive **Boulevard (Route 340)**
Balcon Estates at Conway Road
Balcon Estates south of Conway Road
Barbee Lane at Craig Road
Barbezieux Drive at **Les Parre** Drive
Barre Haven **Drive** at North Spoede Road
Barre Haven **Drive** at Olive **Boulevard (Route 340)**
Baur Boulevard at Warson Road (east)
Beaver Drive at Lindbergh **Boulevard (Route 67)**
Bellerive Plaza at Mason Road
Bellerive Springs **Drive** at Mason Road
Bellington Lane at Ladue Road **(Route AB)**
Bellington Lane at Topsfield **Court**
Benwood **Lane** at Mosley **Road**
Blackheath **Court** at Country Manor **Lane**
Broadview **Farm** at Conway Road
Brooktrail Court at Graeser Road
Cabin Grove Court at Conway Road
Camfield Square **Drive** at Ladue Road
Cannes Drive at Aramis **Drive**
Cannes Drive (eastbound) at Ambois Drive
Cannes Drive (westbound) at Ambois Drive
Carriage Square **Drive** at Ladue Road
Chalet Court at Graeser Road

Chalet Court (east) at Graeser Road
Chambray Court at Graeser Road
Chaminade **Drive** (north) at Spoede Road
Chaminade **Drive** (south) at Spoede Road
Charlton Way at King Henry Court
Charlton Way at Wilton Royal **Drive**
Chase Park Lane at Olive **Boulevard (Route 340)**
Chasselle Lane at Ladue Road **(Route AB)**
Chatfield Place Road at Ladue Road
Cherri Lane at Warson **Road**
Chilton Lane at Spoede Road
Coeur de Royale **Drive** at Magna Carta **Drive**
Coeur de Royale **Drive** at north Garage #539
Coeur de Royale **Drive** at Old Ballas Road
Coeur de Royale **Drive** at south Garage #550
Coeur de Royale **Drive** at south Garage #585 (2)
Coeur de Ville **Drive** at Royal Valley **Drive**
Colonial Hills Drive at Spoede Road
Colonial Hills Parkway at Spoede Road
Conway Aire Drive at Conway Road
Conway Gardens Court at Conway Road
Conway Gardens Lane at Conway Road
Conway Lakes Drive at Conway Road
Conway Road at Balcon Estates
Conway Road at Mason **Road**
Conway Road at Williamsburg **Road**
Conway Wold Byway at Conway Road
Corporate Square **Drive** at Lindbergh Boulevard
Corporate Square Drive at Old Olive East
Corporate Square Drive at Woodfield Lane
Corum Way Drive at Mason Road
Country Fair **Lane** at Country Fair **Lane**
Country Fair **Lane** at Ladue Road
Country Glen **Lane** at Falaise **Drive**
Country Manor Lane at Blackheath **Court**
Country Manor Lane at Country Manor Court
Country Manor Lane at Olive **Boulevard (Route 340)**
Country Manor Lane at Royalwood Drive
Countryshire Place at Warson Road
Country View **Drive** at Bierne Park
Country View **Drive** at Spoede Road
Craig Court at Craig Road
Craig Road at Office Parkway
Creekside **Lane** at Graeser Road
Cross Creek Drive at Olive **Boulevard (Route 340)**
Cross Creek Drive at Wild Turkey Court
Deaver Lane at Olive **Boulevard (Route 340)**
Decker Lane at Center Parkway Drive
Decker Lane at Old Ballas **Road**
Elzey **Drive** at Mosley **Road**
Emerald Green **Drive** at Emerson **Road**

Emerald Green **Drive** at North New Ballas **Road**
Emerson **Road** at 600 feet south of Olive **Boulevard (Route 340)**
Emerson **Road** at Center Parkway Drive
Emerson **Road** at Old Ballas Road
Emerson **Road** at Olive **Boulevard**
Emerson **Road** at Rocky **Drive**
Eugenia **Drive** at Elzey **Drive**
Executive Estates **Drive** at Ladue Road
Executive Parkway **Drive (north)** at Mason Road
Executive Parkway **Drive (south)** at Mason Road
Fairways Circle at Mosley Road
Fairways Drive at Mosley Road
Falaise **Drive** at Country Glen **Lane**
Falaise **Drive** at Hibler **Road**
Falaise **Drive** at Ladue Road **(Route AB)**
Falaise **Drive** at Meadow Green **Place**
Faronhill Road at Graeser **Road**
Fern Ridge Parkway at Olive **Boulevard (Route 340)**
Ferntop **Lane** at Fernview **Drive**
Fernview **Drive** at Fernway **Lane**
Fernview **Drive** at Gallagher **Road**
Fernway **Lane** at Fernview **Drive**
Field Point Lane at Olive **Boulevard (Route 340)** (northside)
Forever Bellerive Cemetery at Mason Road
Fourwynd **Drive** at Graeser Road
Gallagher **Road** at Fernview **Drive**
Gardenview Lane at Old Olive **West**
Gateway Boulevard at Warson Road
Graeser Acres at Olive **Boulevard (Route 340)**
Graeser Lane at Graeser Road
Graeser Road at Brooktrail **Court**
Graeser Road at Chalet Court
Graeser Road at Olive **Boulevard (Route 340)**
Graeser Road at Windrush Creek
Greenville Lane at Laduemont **Drive**
Guelbreth **Lane** at Old Olive **West**
Hackmann Lane at Magna Carta **Drive**
Hamm Avenue at Olive **Boulevard (Route 340)**
Hammersmith **Road** at Conway **Road**
Hezel **Lane** at Mason **Road**
Hibler Court at Hibler Drive
Hibler Drive at Coeur de Ville Drive
Hibler Drive at Falaise **Drive**
Hibler Drive at Royal Valley **Drive**
Hibler Oaks **Drive** at Hibler Road
Hibler Road at Mason **Road**
Hunters Grove Drive at Ladue Road
Hunters Pond Drive at Mosley Road
Huntington Lane at Spoede Road
Janridge Lane at Graeser **Road**
Kentom Lane at Warson **Road**

King Henry Court at Old Olive **West**
Kingsbridge **Estates Drive** at Spoede **Road**
Kingshill **Drive** at Winrock **Drive**
Kram Road at Olive **Boulevard (Route 340)**
Ladue 12481 at Ladue Road **(Route AB) (Elks Lodge)**
Ladue Aire Drive at Ladue Road **(Route AB)**
Ladue Court at Ladue Road
Ladue Estates **Drive** at Ladue Road
Ladue Estates **Drive** (east) at Ladue Road
Ladue Estates **Drive** (west) at Ladue Road
Ladue Grove Drive at Ladue Road **(Route AB)**
Ladue Heights **Drive** at Coeur de Ville Drive
Ladue Lake Drive at Ladue Road **(Route AB)**
Ladue Meadows **Lane** at Ladue Road
Ladue Meadows **Lane** at Mosley **Road**
Ladue Meadows Court at Ladue Road
Ladue Pine Woods **Place** at Ladue Road **(Route AB)**
Ladue Pines **Drive** at Ladue Road **(Route AB)**
Ladue Woods Estates at Ladue Road **(Route AB)**
Laduemont Drive at Conway **Road**
Laduemont Drive at Ladue Road **(Route AB)**
Lakeshore Drive at South New Ballas **Road**
Langdon Way Court at Graeser Road
Larkin **Avenue** at Olive **Boulevard (Route 340)**
Lawrence **Drive** at Lindbergh **Boulevard (Route 67)**
Lindbergh Plaza Center Drive at Baur **Boulevard**
Lucky Lane at Conway **Road**
Lucky Lane at Schools
Magna Carta **Drive** at Hackman Lane
Magna Carta **Drive** at Runnymede **Drive**
Magna Carta **Drive** at Sandhurst **Drive**
Marford **Drive** at Templar **Drive**
Marriott Courtyard south at North New Ballas **Road**
Martin Grove **Lane** at Graeser Road
Mason Forest **Drive** at Mason Road
Mason Manor Drive at Mason Road
Meadow Green **Place** at Falaise **Drive**
Middlebrook **Drive** at Spoede **Road**
Mill Crossing Drive at Olive Boulevard **(Route 340)**
Mission Hills **Drive** at Spoede **Road**
Montmarte Drive at Fernview **Drive**
Morwood **Lane** at Benwood **Lane**
Morwood **Lane** at Mosley Road
Mosley Acres at Mosley Road
Mosley Farm **Court** at Mosley **Road**
Mosley Forest **Drive** at Mosley Road
Mosley Hills Drive at Mosley Road
Mosley Lane at Mosley Road
Mosley Road at Fairways Drive (north)
Mosley Road at Mosley Acres
Mosley Road at Mosley Acres (south)

Mulberry Row Court at Mason Road
Mystic Meadows **Court** at Ladue Road
Nantucket **Lane** at Warson Road
Nobleman **Drive** at North Spoede Road
Nomini Hall Court at Mason Road
North Forty Drive at Conway **Road**
North Mason Road **(**north and south driveway **of #500)** at Mason Road
North Mason Road (#740) at Mason Road (Forever Bellerive cemetery)
North New Ballas Court at North New Ballas Road
N. New Ballas Road at American Legion Drive
North Walling Drive at Mason Road
Oak Park Court at Ladue Road
Oak Park Court at Spoede Road
Oakhaven Lane at Graeser **Road**
Oakstone Lane at Laduemont **Drive**
Old Ballas Road at Emerson **Road**
Old Ballas Road at Olde Cabin **Road**
Old Cabin **Road** at Old Ballas **Road**
Old Olive **West** at Lindbergh **Boulevard (Route 67)**
Orchard Lakes **Drive** at Olive **Boulevard (Route 340)**
Park West Drive at Olive **Boulevard (Route 340)**
Pavilion (southbound) at 10465 Olive Boulevard (Route 340) (AMC Theater)
Pavilion (northbound) at Old Olive West
Pillar Lane at Whitebridge **Lane**
Pine Manor **Drive** at Graeser Road
Pinehurst Estates Drive at Ladue **Road**
Plantation Drive at Ladue **Road**
Prince Towne Drive at Kingshill **Drive**
Prince Towne Drive at Winrock **Drive**
Pulaski Center Drive at Cross Creek Drive
Questover **Lane** at Olive **Boulevard**
Ramblewood **Lane** at Spoede **Road**
Renee **Lane** at Olive **Boulevard (Route 340)**
Research **Boulevard** at Baur Boulevard
Ridgecorde **Lane** at Graeser Road
Rocky **Drive** at Emerson **Road**
Rocky **Drive** at North New Ballas **Road**
Rondelay **Drive** at Graeser Road
Rondelay **Drive** at Spoede Road
Royal Valley **Drive** at Coeur de Ville **Drive**
Royal Valley **Drive** at Prince **Towne Drive**
Royal Valley **Drive** at Royalwood **Drive**
Royalgate **Drive** at Royal Manor **Drive**
Royalgate Drive at Ladue Road **(Route AB)**
Royalwood Court at Royalwood Drive
Royalwood Drive at Country Manor **Lane**
Royalwood Drive at Royal Valley **Drive**
Rue de Fleur at Mason Manor Drive
Rue de la Banque East at Olive **Boulevard (Route 340)**
Rue de la Banque East at Rue de la Banque West
Runnymede Drive at Ladue **Road**

Runnymede Drive at Templar **Drive**
Runnymede Drive (westbound) at Runnymede **Drive** (northbound)
Sackston Ridge **Drive** at South New Ballas **Road**
Sackston Woods **Drive** at South New Ballas **Road**
Sandhurst **Drive** at Runnymede **Drive**
Santino Court at North New Ballas **Road**
Sarah Lane at Old Ballas Road
Sarawood **Lane** at Benwood **Lane**
Sherwyn Lane at Spoede Road
Shardue **Lane** (east) at Ladue Road
Sheffield Estate**s Court** at Conway Road
Somerton Ridge Drive at Mariners Point Drive
Sommerton Lane at Country Manor **Lane**
Sona Lane at Olive **Boulevard (Route 340)**
South Graeser **Road** at Brooktrail **Court**
Spoede Acres **Drive** at Spoede Road
Spoede Hills **Drive** at Spoede Road
Spoede Lane (north) at Spoede Road
Spoede Lane (south) at Spoede Road
Spoede Ridge **Lane** at Spoede **Road**
Spoede Road at Chaminade **Drive**
Spoede Road at Chilton Lane
Spoede Road at Colonial Hills Parkway
Spoede Road at Rondelay Drive
Spoede Road at Sherwyn **Lane**
Spoede Road at Spoede School
Spoede Road at Wilton Royal **Drive**
Spoede View Court at Spoede Road
Spoede Woods **Drive** at Spoede Road
St. Paul **Street** at Mosley Road
Stacy Drive at Warson **Road**
Studt **Avenue** at Decker **Lane**
Studt **Avenue** at Old Ballas **Road**
Suffield Place at Warson **Road**
Sundown Square at Warson **Road**
Sunswept **Drive** at Lindbergh **Boulevard (Route 67)**
Tarrytown **Drive** at South New Ballas **Road**
Tealwood **Drive** (north) at Lindbergh **Boulevard (Route 67)**
Tealwood **Drive** (south) at Lindbergh **Boulevard (Route 67)**
Templar **Drive** at Magna Carta **Drive**
Templar **Drive** at Runnymede **Drive**
The Knolls at Graeser Road
Topsfield **Court** at Bellington **Lane**
Town and Four Parkway at Olive **Boulevard (Route 340)**
Tri Lane **Drive** at Mosley Road
Tureen **Drive** at Mosley Road
Twin Creek at Conway **Road**
Villa Hill **Lane** at Mason **Road**
Warrington Square at Warson Road
Warshire Drive at Warson Road
Wedgewood **Lane** at Graeser Road

West Walling Drive at Mason Road
Wexler Manor Court at Ladue Road **(Route AB)**
Weybridge **Drive** at Hibler **Road**
Whitebridge Lane at Ladue **Road**
Whitebridge Lane at Lindbergh **Boulevard (Route 67)**
Whitebridge Meadows **Lane** at Whitebridge **Lane**
Will Avenue at crosswalk 325 feet **north of** Studt **Avenue**
Will Avenue at Olive **Boulevard (Route 340)**
Will Avenue at Studt **Avenue**
Williamsburg **Road** at Conway **Road**
Willow Brook Drive at Old Olive **W**est
Wilton Royal **Drive** at North Spoede Road
Windfield Point **Lane** (north) at Graeser Road
Windfield Point **Lane** (south) at Graeser Road
Windrush Creek **East** at Graeser Road
Windrush Creek **West** at Graeser Road
Windsor Terrace **Lane** at Spoede **Road**
Winrock **Drive** at Hibler **Road**
Winrock **Drive** at Kingshill **Drive**
Winrock **Drive** at **Prince Towne Drive**
Woodfield Lane at Lindbergh Boulevard **(Route 67)**
Woodline **Drive** at Falaise **Drive**
Woodshire **Lane** at Olive **Boulevard (Route 340)**
Worthington Oaks **Drive** at Ladue **Road (Route AB)**
Wyndtop **Lane** at Graeser **Road**

SCHEDULE VI. THROUGH STREETS

In accordance with Chapter 305 of the Code of Ordinances and Section 300.255, RSMo., the following streets are designated as through streets:

Through Streets
Baur Boulevard
Coeur de Royale **Drive**
Coeur de Ville Drive
Conway Road
Corporate Square **Drive**
Craig Road
Cross Creek Drive
Emerson Road
Falaise **Drive**
Fernview **Drive**
Graeser Road
Ladue Road
Lindbergh **Boulevard** (Route 67)
Mason Road
Magna Carta **Drive**/Runnymede **Drive**
Mosley Road
New Ballas Road
Old Ballas Road
Old Olive East
Old Olive West

Olive Boulevard (Route 340)
Pavilion
Research **Boulevard** /Gateway **Boulevard**
Spoede Road
Timber Run
Warson Road

SCHEDULE VII. CENTER LEFT TURN ONLY LANE(S)

In accordance with Chapter 325, Turning Movements, the following center lanes are designated for left turn only.

Old Ballas Road **-** From the intersection of Old Ballas Road and Olde Cabin **Road** to North New Ballas
Olive **Boulevard** (Route 340) **-** From Old Olive West to west City limits
Emerson **Road** - From Old Ballas **Road** to Center Parkway Drive
Decker Lane - From Old Ballas **Road** to Center Parkway Drive
Ladue Road - From Lindbergh **Boulevard (Route 67)** to New Ballas **Road**
N. New Ballas Road - From Craig **Road** to south City limits
Studt **Avenue** - From Old Ballas **Road** to New Ballas Road

SCHEDULE VIII. LOAD RESTRICTIONS ON COMMERCIAL VEHICLES

In accordance with Sections 355.150--355.160 of the Code of Ordinances, City of Creve Coeur, and when locations are properly signposted, all commercial vehicles shall be restricted on the following streets within the City limits:

Location
Coeur **de** Ville Drive - From MoDOT ROW **n**orth of Lake School Park to Royal Valley Drive
Graeser Road - From Olive Boulevard **(Route 340)** to Ladue Road
Mosley Road - From Olive Boulevard **(Route 340)** to Ladue Road
Spoede Road - From Olive Boulevard **(Route 340)** to **s**outh City limits
Warson Road - From Olive Boulevard **(Route 340)** to **s**outh City limits

SCHEDULE IX. PARKING PROHIBITED ON DESIGNATED STREETS

In accordance with Chapter 355 Stopping, Standing or Parking Prohibited In Specified Places, of the Code of Ordinances, City of Creve Coeur, parking shall be prohibited or limited as described in this Schedule:

Street	Location	Restriction
Ambassador Boulevard	On both sides	Any time
Andes Boulevard	On both sides	Any time
Barre Haven Drive	**On both sides**	Any time
Center Parkway Drive	**On both sides**	Any time
Chaminade **Park Drive**	South and west sides and north side at south section of the subdivision through # 19	Any time

14

Coeur de Ville Drive	On east side, **from** Ladue Road north to end of State maintenance	Any time
	On west side, **between the entrance to Lake School Park s**outh to Royal Valley Drive	Any time
	On west side within 50 feet south and north of Hibler Drive	Any time
	On west side within 50 feet south and north of Ladue Heights Drive	Any time
	On west side within 50 feet south and north of the north entrance to Parkway **North East Middle School**	Any time
	On west side between a point 50 feet north of south entrance to Parkway **North East Middle School** and Ladue Road (Route AB)	Any time
Conway Road	On both sides, between South New Ballas **Road** and I-270	Any time
Country Manor Lane	On either side, from **Pulaski** Center **Drive** to Country Manor Court	Any time
Decker Lane	Old Ballas **Road** to Emerson **Road** on both sides	Any time
Emerson Avenue	On west side, between Olive **Boulevard** (Route 340) and Ladue Road (Route AB)	Any time
	On east side, between Olive **Boulevard** (Route 340) to a point 50 feet south of **the southern** entrance to DeSmet Jesuit High School	Any time
	On east side, from Ladue Road (Route AB) to 50 feet north thereof	Any time
	On east side within 50 feet on both south and north sides of Emerald Green Drive	Any time
Executive Parkway	On both sides	Any time
Fairways Drive	On both sides, between Mosley **and** Fairways Circle	Any time

Gateway Boulevard	Southside (entire length)	Any time
	Northside from Research **Boulevard** to a point 25 feet east and then from a point 150 feet east to Warson Road	Any time
Guelbreth **Lane**	On both sides, between Old Olive **West** and north City limits	Any time
Hezel Lane	Southside, **from Mason Road to a point 100 feet west thereof**	Any time
King Henry Court	On the east side from Old Olive **West** to 415 feet northeast thereof	Any time
	On the west side from Old Olive **West** to 385 feet northeast thereof	Any time
Kingshill Drive	On the south vehicular turnaround located at the south end	Any time
Ladue Estates Subdivision	East Drive, both sides of street, 250 feet south of Ladue Road and then on west side of remaining distance	Any time
	Center Drive, west side of street	Any time
	West Drive, east side of street	Any time
	Rear Drive, north side of street	Any time
Ladue Road (Route AB)	On both sides, between North New Ballas **Road** and west City limit.	Any time
Ladue Road	On both sides, between North New Ballas **Road** and east City limit	Any time
Lindbergh **Boulevard** (Route 67)	On both sides, between Olive **Boulevard** (Route 340) and north City limit	Any time
Lindbergh **Boulevard** (Route 67)	Southbound from Monsanto Drive entrance south to Quailways Drive	Any time
Magna Carta **Drive**	On south side, between North New Ballas **Road** and Hackman Lane	Any time
	On north side, between North New Ballas **Road** and to a point 50 feet south	Any time

	On north side, within 50 feet of both east and west side of Coeur de Royale **Drive**	Any time
Maison Ladue Drive	South side only from east end of Maison Ladue Road to west drive of Somerfor Place	Any time
North Mason Road	Both sides	Any time
South Mason Road	Both sides	Any time
New Ballas **Road**	On both sides, between Olive **Boulevard** (Route 340) and south City limits	Any time
Notre Dame Drive	West side	Any time
Old Ballas Road	On both sides, between a point 300 feet west of Decker Lane and Olive **Boulevard** (Route 340)	Any time
Old Olive **East**	On both sides, between Olive **Boulevard** (Route 340) and Lindbergh **Boulevard** (Route 67)	Any time
Old Olive West	**On both sides, between Olive Boulevard (Route 340) and Lindbergh Boulevard (Route 67)**	**Any time**
Olde Cabin **Road**	On south side, at Creve Coeur Ice Arena	Any time
Orchard Lakes Drive	On both sides, from Olive **Boulevard** (Route 340) to north City limits	Any time
Research Boulevard	On both sides	Any time
Rocky Drive	On both sides, **from** North New Ballas **Road to** 300 feet west **thereof**	Any time
Rue de Fleur **Drive**	Eastside from **#** 610 to north boundary of **#** 666	Any time
	Both sides from Lampadaire **Drive** north to junction of Rue de Fleur **Drive** and Ambois Drive 7:00--9:00 A.M. and 2:00--4:00 P.M. on days school is in session	Mon. thru Fri.
Rue de **la Banque East**	On both sides	Any time
Rue de **la Banque West**	On both sides	Any time

Spoede Road	On west side, between Ladue Road and Chaminade Drive	Any time
Studt Road	On both sides, between Old Ballas **Road** and Decker **Lane**	Any time
Sunswept Drive	On either side, except at the northernmost cul-de-sac	Any time
Town and Four Drive	**On south side from Breakwater Way to the east entrance of the parking lot at 12800 Town and Four Drive**	**Any time**
Town and Four Parkway	On both sides	Any time
Tri Lane	On both sides	Any time
Tureen Drive	North side, from Mosley Road to 50 feet east thereof	Any time
Tureen Drive	South side, from Mosley Road to 100 feet east thereof	Any time
Warson Road	On west side, between Warrington Square and Sundown Square	Any time
Will Avenue	On both sides, between Olive **Boulevard** (Route 340) and Studt **Road**	Any time
Willowbrook **Drive**	On both sides, from Old Olive **West** to north City limits	Any time
Winrock **Drive**	South side, between **Prince Towne Drive** and Hibler **Drive**	Any time

SCHEDULE X. FIRE LANES

In accordance with Chapter 355 Stopping, Standing or Parking, Section 355.065, of the Code of Ordinances, City of Creve Coeur, parking will be prohibited at all times on those areas in the City of Creve Coeur so designated by the Fire District to be fire lanes.

Street	Location
1277 Ambassador **Boulevard**	South side of building in front of fire stand pipe
1203 Ambassador **Boulevard**	East side of building in front of fire stand pipe
10838 Ambassador **Boulevard**	North side of building curb line along drive and as marked throughout the lot
10 Barnes West Drive	**South side of building along curb line as marked throughout the lot**
1 City Place Drive	East side of building curb along circle drive
2 City Place Drive	South side of building curb line along drive West side of building curb line along drive
1 College Park Drive	Curb line along drive and as marked throughout the lot

12120 Conway Road	North side of building curb line along drive
12166 Conway Road	**East side of building along both curb lines**
12691 Conway Road	West side of building curb line along parking lot
539 Coeur de Royale **Drive**	East side of building curb line along drive
585 Coeur de Royale **Drive**	East side of building curb line along drive
181 Coeur de Ville **Drive**	South side of building both curbs on the main drive North side of building both curbs on the main
605 Coeur De Ville Drive	**South side of building along south curb**
850 Country Manor Drive	South side of building maintenance area
680 Craig **Road**	South side of building curb line along drive
934 Rue de la Banque **East**	South side of building curb line along drive
1007 Rue de la Banque **East**	Both curbs on the main drive and as marked throughout the lot
11645 Ladue Road	North side of building curb line along drive and as marked throughout the lot
	South side of building curb line along drive
717 Office Parkway	West side of building curb line along drive
11721 Old Ballas **Road**	East side of building curb line along drive
11457 Olde Cabin **Road**	North side of building curb line along drive
	West side of building curb line along drive
1 New Ballas Place	East side of building under awning and as marked throughout the lot
925 North Lindbergh Boulevard	North side of building in front of fire stand pipe
700--780 North New Ballas **Road**	West side of building curb line along drive and as marked throughout the lot
828 North New Ballas Road	**West curb line**
615 South New Ballas Road	North side of building doctors' office alley curb line and as marked throughout the lot
10465 Olive Boulevard	South side of building both curbs on the main drive and as marked throughout the lot
10950 Olive Boulevard	North side of building curb line along drive
11004--11024 Olive Boulevard	North side of building curb line along drive and as marked throughout the lot
11411--11485 Olive Boulevard	Both curbs on the main drive along storefronts and as marked throughout the lot
11560 Olive **Boulevard**	South and East side along building curb
11615--11641 Olive Boulevard	South side of building both curbs on the main drive and as marked throughout the lot
11733--11745 Olive Boulevard	South side of building curb line along drive
11801 Olive Boulevard	South side of building curb line along drive
11901 Olive Boulevard	South side of building curb line along drive
12136 Olive Boulevard	North side of building curb line along drive
12316--12392 Olive Boulevard	Both curbs on the main drive along storefronts

12398 Olive Boulevard	East side of building curb line along drive
12452 Olive Boulevard	**South side of building and center of parking lot**
12470 Olive Boulevard	**West side of building curb line along drive**
12613--12643 Olive Boulevard	South side of building both curbs on the main drive and as marked throughout the lot
12634 Olive Boulevard	North side of building both curbs on the main drive
	East side of building and as marked throughout the lot
12650 Olive Boulevard	South side of building curb of circle drive and as marked throughout the lot
12653 Olive Boulevard	West side of building curb line along drive and as marked throughout the lot
12655 Olive Boulevard	North side of building both curbs on the main drive and as marked throughout the lot
12657 Olive Boulevard	South side of building both curbs on the main drive and as marked throughout the lot
12756--12810 Olive Boulevard	East side of building both curbs on the main drive and as marked throughout the lot
1 Rabbi Alvin D. Rubin Drive	West side of building both curbs on the main drive
403 South Lindbergh Boulevard	North side of building curb line along drive in front of church
425 South Lindbergh Boulevard	South side of building both curbs on the main drive and as marked throughout the lot
	East side of building both curbs on the main drive and as marked throughout the lot
	North side of building curb line along drive and as marked throughout the lot
175 South Mason Road	North side of building both curbs on the main drive
	West side of building both curbs on the main drive by maintenance garage
	West parking lot both curbs on the main drive along rear access road
324 South Mason Road	South side of building curb of circle drive
	West side of building both curbs on the main drive

	North side of building curb line along parking lot
Town and Four Drive	**North curb line Rue La Ville Walk to Rue La Chelle Walk**

SCHEDULE XI. SCHOOL STOPS

In accordance with the Municipal Code of the City of Creve Coeur in conjunction with the Missouri Statutes, vehicles shall be brought to a full and complete stop before entering or crossing any of the following streets or locations at all time when school stop signs are so turned as to be facing the driver of the oncoming vehicle, of a crossing guard or Police Officer so directs with hand signals or hand-held stop signs.

Spoede Road at Spoede School (north entrance)

SCHEDULE XII. YIELD RIGHT-OF-WAY INTERSECTIONS

In accordance with Chapter 335 Stop and Yield Intersections, of the Code of Ordinances, City of Creve Coeur, a driver of a vehicle confronted by a "yield right-of-way" sign at the following designated locations shall yield the right-of-way to all vehicles approaching on said intersecting streets and shall not enter or cross said intersections hereinafter designated until same can be done safely:

Location	**Direction**	**Intersecting with**
11521 Olive Boulevard - McDonald's	Southbound	Olive Boulevard (MO 340) westbound
11560 Olive Boulevard - CVS Pharmacy	**Northbound**	**Olive Boulevard (MO 340) eastbound**
11655 Olive Boulevard - U.S. Bank East	Southbound	Olive Boulevard (MO 340) westbound
11733 Olive Boulevard - Vincent's Jewelers	**Southbound**	**Olive Boulevard (MO 340) westbound**
12595 Olive Boulevard - Dierberg's Heritage Plaza	Northbound	Olive Boulevard (MO 340) westbound
12653 Olive Boulevard - West Park Plaza	Northbound	Olive Boulevard (MO (340) westbound
Ambassador Boulevard	Eastbound	Research Drive southbound
Barnes West Place	Northbound	Olive Boulevard (MO 340) Eastbound
Baur Boulevard	Westbound	North Lindbergh Boulevard (**Route** 67) northbound
Center Parkway **Drive**	Northbound	Olive Boulevard (MO 340) eastbound
Cannes Drive	Eastbound	Ambois Drive
Cannes Drive	Eastbound	Montmartre Drive
Coeur de Ville **Drive**	Northbound	Collector Road eastbound
Coeur de Ville **Drive**	Northbound	Olive Boulevard (MO 340) eastbound
Collector Road	Westbound	Coeur de Ville **Drive** northbound
Collector Road	Westbound	Olive Boulevard (MO 340) westbound
Conway Road	Eastbound	South New Ballas Road southbound
Craig Road	Southbound	Office Parkway westbound
Craig Road	Southbound	Olde Cabin **Road** westbound
Craig Road	Southbound	Olde Cabin **Road** eastbound
Craig Road	Southbound	Olive Boulevard (MO 340) westbound

Craig Road	Northbound	Olive Boulevard (MO 340) eastbound
Cross Creek Drive	Northbound	Olive Boulevard (MO 340) eastbound
Emerson Road	Southbound	Ladue Road westbound
Emerson Road	Southbound	Old Ballas Road westbound
Entrance Drive (St. John's)	Southbound	Conway Road westbound
Fee Fee Road	Southbound	Olive Boulevard (MO 340) westbound
Fernview Drive	Northbound	Olive Boulevard (MO 340) eastbound
Heritage Place	Southbound	Olive Boulevard (MO 340) westbound
I-270	Southbound	Ladue Road westbound
I-270	Northbound	Ladue Road eastbound
I-270	Northbound	Olive Boulevard (MO 340) eastbound
Ladue Road	Eastbound	I-270 northbound
Ladue Road	Eastbound	I-270 southbound
Ladue Road	Eastbound	South Lindbergh Boulevard (**Route** 67) southbound
Ladue Road	Eastbound	South Spoede Road southbound
Ladue Road	Westbound	I-270 northbound
Ladue Road	Westbound	Coeur de Ville **Drive** northbound
Ladue Road	Westbound	North Lindbergh Boulevard (**Route** 67) northbound
Ladue Road	Westbound	North Spoede Road northbound
Ladue Road	Westbound	Mason northbound
Monsanto Drive		North Lindbergh Boulevard (**Route** 67) southbound
Muckerman Drive	Eastbound	South New Ballas Road southbound
Nimes Drive	Westbound	Timber Run northbound
Nimes Drive	Eastbound	Timber Run southbound
North Lindbergh Boulevard (**Route** 67)	Northbound	Baur Road eastbound
North Lindbergh Boulevard (**Route** 67)	Southbound	Ladue Road westbound
North Lindbergh Boulevard (**Route** 67)	Northbound	Olive Boulevard (MO 340) westbound
North Lindbergh Boulevard (**Route** 67)	Southbound	Olive Boulevard (MO 340) eastbound
North Lindbergh Boulevard (**Route** 67)	Northbound	Olive Boulevard (MO 340) eastbound
North Lindbergh Boulevard (**Route** 67)	Southbound	Quailways **Drive** westbound
North Lindbergh Boulevard (**Route** 67)	Southbound	Schuetz Road westbound
North Lindbergh Boulevard (**Route** 67)	Northbound	Tealbrook **Drive** eastbound
North Mason Road	Southbound	Ladue Road westbound
North Mason Road	Northbound	Olive Boulevard (MO 340) eastbound
North New Ballas **Road**	Eastbound	Craig Road southbound
North New Ballas **Road**	Southbound	Ladue Road westbound
North New Ballas **Road**	Northbound	Olive Boulevard (MO 340) eastbound
North New Ballas **Road**	Southbound	Olive Boulevard (MO 340) westbound
North Spoede **Road**	Southbound	Ladue Road westbound
Olde Cabin **Road**	Eastbound	Craig Road northbound

Old Olive East	Eastbound	Olive Boulevard **(Route 340)** westbound
Old Olive East	**Westbound**	**North Lindbergh Boulevard (Route 67) northbound**
Old Olive West	Southbound	Olive Boulevard **(Route 340)** westbound
Olive Boulevard **(Route 340)**	Eastbound	Barnes West Place southbound
Olive Boulevard **(Route 340)**	Eastbound	Center Parkway **Drive** southbound
Olive Boulevard **(Route 340)**	Eastbound	Cross Creek Drive southbound
Olive Boulevard **(Route 340)**	Eastbound	Fernview Drive southbound
Olive Boulevard **(Route 340)**	Eastbound	Mason southbound
Olive Boulevard **(Route 340)**	Eastbound	Monsanto **Drive (east)** southbound
Olive Boulevard **(Route 340)**	Eastbound	North Lindbergh Boulevard (**Route** 67) northbound
Olive Boulevard **(Route 340)**	Eastbound	North Lindbergh Boulevard (**Route** 67) southbound
Olive Boulevard **(Route 340)**	Eastbound	North Mason Road southbound
Olive Boulevard **(Route 340)**	Eastbound	North New Ballas southbound
Olive Boulevard **(Route 340)**	Eastbound	Questover **Lane** southbound
Olive Boulevard **(Route 340)**	Eastbound	Tempo Drive southbound
Olive Boulevard **(Route 340)**	Westbound	Heritage Place northbound
Olive Boulevard **(Route 340)**	Westbound	North Lindbergh Boulevard (**Route** 67) southbound
Olive Boulevard **(Route 340)**	Westbound	Old Olive East northbound
Olive Boulevard **(Route 340)**	Westbound	Old Olive West northbound
Olive Boulevard **(Route 340)**	Westbound	Ross Road northbound
Olive Boulevard **(Route 340)**	Westbound	Tempo Drive northbound
Olive Boulevard **(Route 340)**	Westbound	Timber Run northbound
Olive Boulevard **(Route 340)**	Westbound	Warson Road northbound
Olive Boulevard **(Route 340)**	Westbound	Old Olive **West** northbound
Olive Boulevard **(Route 340)**	Westbound	Whispering Pines **Drive** northbound
Olive Boulevard **(Route 340)**	Westbound	Woodcrest Executive **Drive** northbound
Pavilion Drive	Southbound	Olive Boulevard (MO 340) westbound
Questover **Lane**	Northbound	Olive Boulevard (MO 340) eastbound
Ross Road	Southbound	Olive Boulevard (MO 340) westbound
Schnucks Bellerive Plaza	Eastbound	North Mason Road southbound
Schnucks Bellerive Plaza	Northbound	Olive Boulevard (MO 340) eastbound
Schuetz **Road**	Eastbound	North Lindbergh Boulevard (**Route** 67) southbound
Sommerton Ridge Drive	Southbound	Nimes Drive westbound
South Lindbergh Boulevard (**Route** 67)	Northbound	North Lindbergh Boulevard (**Route** 67) eastbound
South New Ballas Road	Southbound	Conway Road westbound

South New Ballas Road	Southbound	Muckerman Drive westbound
South Spoede Road	Northbound	Ladue Road eastbound
Timber Run Drive	Southbound	Olive Boulevard (MO 340) westbound
Warson Road	Southbound	Ashby Road southbound
Warson Road	Southbound	Olive Boulevard (MO 340) westbound
Old Olive **West**	Southbound	Olive Boulevard (MO 340) westbound
Whispering Pines **Drive**	Southbound	Olive Boulevard (MO 340) westbound
Woodcrest Executive **Drive**	Southbound	Olive Boulevard (MO 340) westbound
Woodland Point **Drive**	Southbound	Olive Boulevard (MO 340) westbound

SCHEDULE XIII. NO-PASSING ZONES

In accordance with Section 340.160 of the Code of Ordinances, City of Creve Coeur, the following no-passing zones shall be controlled.

American Legion Hall Drive	East and west from Rue de la Banque **East** to Ballas Road extension
Conway Road	East and west from **New** Ballas Road to west City limits
Cross Creek	North and south from Olive **Boulevard** to Falaise **Drive**
Decker Lane	Old Ballas Road to Center Parkway Drive
Emerson Avenue	North and south from Decker Lane to State maintenance
Falaise **Drive**	North and south from beginning City maintenance to start of State maintenance
Ladue Road **(Route AB)**	East and west between Lindbergh **Boulevard (Route 67)** and New Ballas Road
Mason Road	North and south from Olive **Boulevard (Route 340)** to south City limits
Old Ballas Road	East and west from New Ballas **Road** to Emerson **Road**
Spoede Road	North and south from Olive **Boulevard (Route 340)** to south City limits
Studt Avenue	East and west from Old Ballas Road to Decker Lane
Tempo Drive	North and south from Olive **Boulevard (Route 340)** to Tempo Trail **Drive**
Tempo Trail **Drive**	East and west from Tempo Drive to Cross Creek **Drive**

SCHEDULE XIV. SCHOOL ZONES

In accordance with Chapter 320 Speed Regulations, Section 320.050 School Zone Speed Limit of the Code of Ordinances, City of Creve Coeur.

1. Spoede School **- 25 mph** speed limit for school zone on Spoede Road from 165 feet south of Colonial Hills Drive to Sherwyn Lane between the hours of 8:30 A.M. and 4:30 P.M. on school days.

SCHEDULE XV. NO THRU STREETS

In accordance with Chapter 305, Traffic Administration of the Code of Ordinances, City of Creve Coeur, and Section 300.255, RSMo., the following are designated as no through streets:

Briarcliff Complex	Barre Haven **Drive** within Briarcliff Charlton Way within Briarcliff North Spoede **Road** within Briarcliff
Chasselle Lane	Between 7:00 A.M.--9:00 A.M. and 4:00 P.M.--6:00 P.M. Monday through Friday
Laduemont **Drive**	Between 7:00 A.M.--9:00 A.M. and 4:00 P.M.--6:00 P.M. Monday through Friday

SCHEDULE XVI. TRAFFIC REGULATIONS IN PRIVATE SUBDIVISIONS

In accordance with Chapter 305 Traffic Administration, Section 305.010(C) authorizes the City Administrator to enter into an agreement with subdivisions who have private streets to extend the enforcement of traffic regulations to the subdivision streets.

The following listed subdivisions have entered into an agreement with the City for this enforcement.

Subdivision	***Date***
Barre Haven (south portion)	March 31, 1987
Beacon Hill	January 13, 1987
Briarcliff	October 22, 1984
Carlyle Lake	1999
Colonial Hills Parkway	January 25, 1982
Mosley Lane	May 24, 1982
Tealwood	July 10, 1986
Whitebridge	December 23, 1992

SCHEDULE XVII. SPECIAL ENFORCEMENT AREAS

In accordance with Section 300.040, Special Enforcement Area, of this Code of Ordinances, any public or private roadway or street where the speed limit has been established at thirty (30) miles per hour or less and/or any roadway or street posted as a school speed zone in order to determine the appropriate fine, any person found guilty or a moving motor vehicle violation in a "special enforcement area" within the City limits of the City of Creve Coeur shall be fined at the rate of double the standard fine for such moving motor vehicle violation.

Street	***Speed***
Alden Lane	20
Allegro **Lane**	20
Ambassador Boulevard	**25**
Amber Creek Court	20

Ambleside **Lane**	25
Andes Boulevard	**25**
Ambois **Drive**	25
Angleterre **Drive**	20
Aramis **Drive**	25
Ariege **Drive**	20
Auburndale **Drive**	25
Balcon Estates	20
Barbezieux	25
Barre Haven Drive	**20**
Beacon Hill Court	20
Beacon Hill Lane	20
Beauvais Court	20
Beaver **Drive**	20
Bel Arbor Lane	**20**
Bellerive Estates Drive	25
Bellerive Farm Drive	20
Bellerive Manor Court	20
Bellerive Manor Drive	25
Bellerive Springs Drive	25
Bellington Lane	20
Bentley View Court	20
Benwood Lane	20
Bergerac Drive	20
Blackheath Court	20
Boothbay Court	20
Breakwater Way	20
Briergreen Court	20
Broadview Farm	20

Brooktrail Court	20
Cabin Grove **Lane**	20
Cabot Manor Circle	20
Castleton Court	20
Cannes Drive	**25**
Center Parkway **Drive**	20
Chalet Court	20
Chamblee Lane	20
Chambray Court	20
Chaminade Drive	20
Chamonix Court	20
Champeix Lane	20
Charlton Way	20
Chase Park Lane	20
Chasselle Lane	20
Chatfield Place	20
Chaumont Court	20
Cherri Lane	20
Chilton Lane	20
Clarissa Drive	20
Clark Manor Circle	20
Clion Lane	20
Coddington Way	20
Coeur de Royale **Drive**	20
College Park **Drive**	15
Colonial Hills Drive	20
Colonial Hills Parkway	20
Conway Aire **Drive**	20
Conway Club Court	20

Conway Downs Drive	20
Conway Gardens Court	20
Conway Gardens Lane	20
Conway Holmes Circle	20
Conway Lake Court	20
Conway Lake Drive	20
Conway Pine Court	20
Conway Road	30
Conway Wold Byway	20
Corum Way Court	20
Corum Way Drive	20
Coulange Court	20
Country Fair Lane	20
Country Glen Lane	20
Country Manor Court	20
Country Manor Lane	20
Country View Drive	20 (**Spoede Road** to Beirne Park) 15 (**Beirne Park** to the end)
Countryshire **Place**	20
Covenant Lane	10
Craig Court	20
Creek Run Drive	20
Creekside Lane	20
Crick Hollow **Court**	20
Cross Creek Cove	20
Cross Creek Drive	20
Cuiseaux Court	20
Dartagnan Court	20
Deauville Court	20

Deaver **Lane**	20
Decker Lane	20
Deland Drive	20
Dielman Farm Estates	20
Elzey **Drive**	20
Emerald Green Court	20
Emerald Green Drive	20
Emerson Road (Olive to 800' north of Emerald Green Drive)	**30**
Eugenia **Drive**	20
Executive Estates Drive	20
Fairways Circle	20
Fairways Drive	20
Falaise **Drive** (Hibler **Road** to Cross Creek **Drive)**	**20**
Falaise Drive (Ladue **Road** to Hibler **Road)**	25
Falling Leaves Court	20
Fern Crest Court	20
Ferngate **Lane**	20
Fernpark **Drive**	20
Ferntop **Lane**	20
Ferntrails **Lane**	20
Fernview Drive	25
Fernway Lane	25
Fishel Court	20
Fourwynd Drive	20
Foxbrook **Drive**	20
Gaillard Drive	20
Gallagher Drive	20

Gascogne Court	20
Gascogne Drive	20
Gateway Boulevard	**25**
Graeser Lane	20
Graeser Road (north)	30
Graeser Road (south)	20
Greenville Lane	20
Greywyck **Lane**	20
Guelbreth **Lane**	15
Hackman Lane	20
Halsgame **Lane**	20
Hammermill Road	20
Hammersmith **Road**	20
Havenview **Drive**	20
Haverton Drive	25
Hewlett Court	20
Hezel **Lane**	20
Hibler Court	20
Hibler Drive	20
Hibler Oaks Court	20
Hibler Oaks Drive	20
Hibler Road	25
Hibler Woods Court	20
Hibler Woods Drive	20
Hickory Glen Lane	20
Hidden Path Lane	20
Hunters Grove **Lane**	20
Hunters Pond **Lane**	20
Huntington Lane	20

Janridge Lane	20
Kentom **Drive**	20
King Henry **Court**	20
Kingsbridge Estates **Drive**	20
Kingshill Drive	20
Ladue Aire Drive	25
Ladue Court	20
Ladue Estates **Drive**	20
Ladue Grove Lane	20
Ladue Heights **Drive**	20
Ladue Lake Court	20
Ladue Lakes Drive	25
Ladue Meadows Lane	20
Laduemont Drive	25
Ladue Oaks Circle	20
Ladue Oaks Court	20
Ladue Oaks Drive	20
Ladue Pine Woods **Place**	20
Ladue Pines Drive	20
Ladue Woods Court	20
Ladue Woods Estates	20
Lakeshore **Drive**	20
Lampadaire Drive	20
Langdon Way Court	20
Larkin **Avenue**	20
Larkmont **Drive**	20
Lawrence Drive	20
Le Havre Drive	20
Les Parre Drive	25

Libourne Court	20
Lighthouse Way **Drive**	15
Lindbergh Plaza Center	**20**
Litchford Court	20
Little Creek Lane	**20**
Log Post Court	20
Lyonnais Drive	20
Magna Carta **Drive**	20
Maison Ladue Drive	20
Marford **Drive**	20
Mariners Point Court	20
Mariners Point Drive	20
Martin Grove **Lane**	20
Mary Meadow**s Lane**	20
Mason Forest **Drive**	20
Mason Manor Drive	20
Meadow Green Place	20
Middlebrook Lane	20
Mission Hills **Drive**	20
Montauban Drive	25
Montmarte Court	20
Montmarte Drive	25
Montsouris Drive	20
Morwood **Lane**	20
Mosley Acres	20
Mosley Farm Estates	20
Mosley Forest **Drive**	20
Mosley Hill **Drive**	20
Mosley Lane	20

Mosley Road (north)	30
Mosley Road (south)	20
Mulberry Row Court	**20**
Mulberry Tree Court	**20**
Mulligan **Street**	20
Mystic Meadows **Court**	20
Nantucket **Lane**	20
Narbonne **Drive**	20
New London **Drive**	20
Nimes **Drive**	25
Nobleman **Drive**	20
Nomini Hall Court	**20**
North Walling Drive	25
Notre Dame **Drive**	20
Nyack **Drive**	20
Oak Haven **Lane**	20
Oak Hollow **Drive**	20
Oak Lake Court	20
Oak Park Court	20
Oak Park Drive	20
Oakstone **Lane**	20
Office Parkway	**30**
Old Ballas Road	**30**
Old Olive West	**30**
Old Olive East	**30**
Olde Cabin Road	**30**
Paget **Drive**	20
Peekskill **Drive**	20
Petite Royale **Court**	20

Phyllis **Lane**	20
Picadilly Square **Drive**	20
Pillar Lane	20
Pine Manor **Drive**	20
Pinehurst Estates Drive	20
Plantation **Drive**	20
Prairie Forest **Drive**	20
Prince Towne Drive	20
Priory Lane (off Conway **Road**)	20
Quailways **Drive**	20
Questover **Lane**	25
Ramblewood **Lane**	20
Randy Drive	20
Renee Lane	20
Research Boulevard	**25**
Ridgecorde Lane	20
Ridgecorde Place	20
Robinview Court	20
Rocky **Drive**	20
Rollingview Farm	20
Rondelay Court	20
Rondelay Circle	20
Royal Gate **Drive**	20
Royal Manor Court	20
Royal Manor Drive	20
Royal Valley **Drive**	20
Royal Way Court	20
Royalwood Court	20
Royalwood Drive	20

Rue de Fleur Drive	25
Rue de **la Banque**	15
Rue la Chelle Lane	20
Rue la Chelle Walk	20
Rugby Court	20
Runnymede **Drive**	20
Sackston Ridge Road	20
Sackston Woods **Lane**	20
Sandhurst **Drive**	20
Santino Court	20
Sarah **Lane**	20
Sarawood **Lane**	20
Saucier **Drive**	20
Shadybrook **Drive**	20
Shardue **Lane**	20
Sheffield Estates Court	20
Sheffield Estates Drive	20
Sherwyn **Lane**	20
Somerfor Place	20
Sommerton Court	20
Sommerton Ridge Drive	20
Sona **Lane**	20
Spoede Acres **Drive**	20
Spoede Hills **Drive**	20
Spoede Lane	20
Spoede Road (north and south)	30
Spoede School school zone	**20**
Spoede Ridge **Lane**	20
Spoede View Court	20

Spoede Woods **Drive**	20
St. Paul **Drive**	20
Stacy **Drive**	20
Staines Court	20
Still **Lane**	20
Stratford Ridge **Court**	20
Studt Avenue	**30**
Suffield Place	20
Sundown Square	20
Sunswept **Drive**	20
Tarrytown **Drive**	20
Tealbrook Drive (north and south)	20
Tealwood **Drive**	20
Templar **Drive**	20
Tempo Drive	**20**
Tempo Trails **Drive**	20
The Knolls **Drive**	20
Thoreau Court	20
Timber Run	25
Topsfield Court	20
Town and Four Drive	20
Town and Four Parkway Drive	20
Townsend **Street**	20
Trammel **Lane**	20
Tri Lane	20
Tureen **Drive**	20
Turrentine Trail	20
Turtle Creek Court	20
Turtle Creek Drive	20

Twin Creek **Road**	20
Vauxhall **Court**	20
Villa Coublay **Drive**	20
Villa Hill **Lane**	20
Wallingshire Court	20
Warrington Square	20
Warson Road	30
Wedgewood **Lane**	20
West Walling Drive	25
Wexler Manor **Court**	20
Weybridge **Drive**	20
Whitebridge **Lane**	20
Whitebridge Meadows	20
Whitworth Terrace Court	20
Wiggens Ferry**Drive**	20
Wild Turkey Court	20
Will **Avenue**	20
Williamsburg Road	20
Wilton Royal **Drive**	20
Windrush Creek (east)	20
Windrush Creek (west)	20
Windsor View Court	20
Winfield Pointe **Lane**	20
Winrock **Drive**	20
Woodbridge Manor **Road**	20
Woodline **Drive**	20
Woodshire **Lane**	20
Worthington Oaks **Drive**	20
Wyndtop **Lane**	20

Wythe House Court	**20**

TRAFFIC SCHEDULE

INDEX

CREVE COEUR POLICE DEPARTMENT
INTEROFFICE MEMO

DATE: April 20, 2011

TO: Chief Eidman DSN 58

FROM: Sgt. Romas DSN 516

SUBJECT: Traffic Schedule Changes

Sir:

The Traffic Schedule for the City of Creve Coeur has been updated. I have attached the updated document as well as a copy of the previous version. The previous document includes deletions which are lined-out and additions or corrections which are in bold.

Among the many changes in the document are corrections to the names of roadways and intersections. These changes appear throughout the document and were made to correct inconsistencies and also to reflect the proper name, spelling or description of roadways.

Several changes were made to the document to reflect the addition of new roads, the elimination of roads, changes with traffic control devices and restrictions.

Additional corrections and formatting changes were made to improve the understanding and readability of the document as a whole. These minor changes are reflected in the final document but not notated below.

Respectfully,

Sgt. J. Romas #516

Sgt. Jon Romas, DSN 516
COPPS Unit Supervisor

Schedule I. - Traffic Control Signals

REMOVED

Olive (Route 340) at 11720 Olive (Station House #1)
Olive (Route 340) at 1201 Fernview (Station House #4)

- *Removed from Schedule I and added to Schedule II*

ADDED

N. New Ballas Road and Craig Road
Olive Boulevard (Route 340) and Graeser Road/Dautel Lane

- *New traffic signals erected on the roadway*

Schedule II. Fire District Signals

AMENDED

Olive Boulevard (Route 340) at Monarch Fire District, Station House #4 at 1201 Fernview Drive

- *Name Change from Chesterfield FD to Monarch FD*

Schedule III. Maximum Speed for Designated Streets

REMOVED

Barre Haven Drive - From Olive to Spoede Road North	20 mph
Beacon Hill - East side of Beacon Hill in front of #12	20 mph
Beacon Hill- West side of Beacon Hill Lane 25 feet south of Ladue	20 mph
Center Parkway Drive - from Olive south for entire length	30 mph
Chamblee Lane (Bellecoeur Subdivision)	20 mph
Champeix Lane (Bellecoeur Subdivision)	20 mph
Chasselle (Bellecoeur Subdivision)	20 mph
Clion Lane (Bellecoeur Subdivision)	20 mph
Corporate Square Complex	25 mph
Coulange Court (Bellecoeur Subdivision)	20 mph
Cuiseaux Court (Bellecoeur Subdivision)	20 mph
Fairways Drive	20 mph
Gallagher Road	20 mph
King Henry Court - From Old Olive Street Road the entire length of the street	20 mph
North Spoede Road - From Olive (Route 340) the entire length of the street	20 mph
Spoede Road - From Olive (Route 340) to north City limits	20 mph
Whitebridge Lane - From Lindbergh (Route 67) to Ladue Road	20 mph

- *Streets removed because they are classified as 20 MPH and therefore covered under Chapter 320 – Speed Regulations as noted in the Schedule III Explanation Statement. Others removed due to speed limit changes.*

NOTATION REMOVED: All private streets with enforcement agreements for 20 mph limits are listed

ADDED

Ambassador Boulevard - Entire length from Andes Boulevard	25mph
Ambleside Drive - Entire Length	25mph
Ambois Drive - Entire Length	25mph
Aramis Drive - Entire Length	25mph
Auburndale Drive - Entire Length	25mph
Barbezieux Drive - Entire length	25 mph
Bellerive Estates Drive - Entire length	25 mph
Bellerive Manor Drive - Entire length	25 mph
Bellerive Springs Drive - Entire length	25 mph
Cannes Drive - Entire length	25 mph
Corporate Square Drive - Entire length	25mph
Covenant Lane - Entire length	10 mph
Emerson Road - From 800’ north of Emerald Green Drive to Ladue Road	40 mph
Emerson Road - From Olive Boulevard to 800’ north of Emerald Green Drive	30 mph
Falaise Drive - Ladue Road to Hibler Road	25 mph
Fernview Drive - Entire length	25 mph
Fernway Lane - Entire length	25 mph
Guelbreth Lane - Entire length	15 mph
Haverton Drive - Entire length	25 mph
Hibler Road - Entire length	25 mph
Ladue Aire Drive - Entire length	25 mph
Ladue Lake Drive - Entire length	25 mph
Laduemont Drive - Entire length	25 mph
Les Parre Drive - Entire length	25 mph
Lighthouse Way - Entire length	25 mph
Montmarte Drive - Entire length	25 mph
Nimes Drive - Entire length	25 mph
North Walling Drive - Entire length	25 mph
Questover Lane - Entire length	25 mph
Rue de Fleur Drive - Entire length	25 mph
Rue de la Banque - Entire length	15 mph
Timber Run Drive - From Haverton Drive to Bellerive Estates Drive	25 mph
West Walling Drive - Entire length	25 mph

-Streets not previously listed, added because the speed limit is something other than 20 MPH as stated in the beginning of Schedule III.

Schedule IV. Turn Restrictions

REMOVED

City Place West Drive at 11600 block Olive (Route 340)
"No left turn" from City Place West Drive to eastbound Olive
Heritage Place, 440 feet west of Ross on Olive Route 340
"No left turn" from Heritage Place Center to eastbound on Olive (Route 340) commercial entrance
Olive (Route 340) at City Place westerly entrance
"No left turn" from eastbound Olive into City Place's most westerly entrance
Olive (Route 340) at West Park commercial entrance 1,384 feet west of Ross Road
"No left turn" for eastbound traffic onto West Park commercial entrance
West Park Center Drive onto Whispering Pines Drive
"No right turn"
West Park commercial entrance 1384 west of Ross Road
"No left turn" for southbound traffic from Olive (Route 340)
West Park Commercial
entrance onto eastbound Olive

In order to protect the residential character of the surrounding neighborhood, turning movements to facilitate ingress and egress to and from Balcon Estates Drive are hereby prohibited at the point of the intersection of Balcon Estates Drive and the access road for Covenant Theological Seminary, approximately three hundred fifty (350) feet south of the intersection of Balcon Estates Drive and Conway Road, during the following hours:
7:00 A.M. to 9:00 A.M.--Monday through Friday
4:00 P.M. to 6:00 P.M.--Monday through Friday
(R.O. 2008 §16-288; Ord. No. 1330 §1, 4-24-89)

- *All entries removed because of changes in roadway configurations or improvements.*

ADDED

Center Parkway Drive From Olive Boulevard (Route 340) to Decker Lane
"No U-turn" for northbound and southbound
Creve Coeur Plaza
"No left turn" from drive located on north end of Creve Coeur Plaza to Westbound Olive (Route 340)
Graeser Road NB and SB at Rondelay Drive
"No Turn 7:00 AM to 8:45 AM Monday thru Friday"
Ladue Road, 156' west of Lindbergh Boulevard (Route 67)
"No left turn" at the north egress from the parking lot of #1 S. Lindbergh Boulevard to westbound Ladue Road
North New Ballas Road at 331 N New Ballas Road (Post Office north drive)

“No right turn on red” exiting post office onto N. New Ballas Road at electric signal

Olive Boulevard (Route 340) at 11401 Olive Boulevard

"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11401 Olive Boulevard (Bank Liberty)

Olive Boulevard (Route 340) at 11560 Olive Boulevard

"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11560 Olive Boulevard (CVS Pharmacy)

Olive Boulevard (Route 340) at 11733 Olive Boulevard

"No left turn" for Olive Boulevard (Route 340) traffic into or out of drive to 11733 Olive Boulevard (Vincent’s Jewelers)

Spoede Road NB and SB at Rondelay Drive

“No turn Monday thru Friday 3:45 PM to 6:00 PM”

- *Entries added due to new turn restrictions, new intersections or the verbiage was changed for clarification.*

Schedule V. Intersection Stops

AMENDED

Bellerive Garden Cemetery at Mason Road
Insurance Center Plaza at Cross Creek Drive
North Winfield at Graeser
South Winfield at Graeser Road

- *Names of the streets were changed*

REMOVED

Fred at Old Ballas Road
Mason (northbound) at Ladue

ADDED

Barbezieux Drive at Les Parre Drive
Corporate Square Drive at Old Olive East
Corporate Square Drive at Woodfield Lane
Mulberry Row Court at Mason Road
Nomini Hall Court at N. Mason Road
North Mason Road (#740) at Mason Road (Forever Bellerive cemetery)
North New Ballas Road at American Legion Drive
Pavilion (southbound) at 10465 Olive Boulevard (Route 340) (AMC Theater)
Pavilion (northbound) at Old Olive West
Pulaski Center Drive at Cross Creek Drive

-Intersections not previously listed or new listings because of name changes

Schedule VI. Through Streets

AMENDED

Ballas Road (Route JJ)

- *Now listed as New Ballas Road*

Schedule VII. Center Left Turn Only Lane(s)

Only minor changes made for consistency

Schedule VIII. Load Restrictions on Commercial Vehicles

Only minor changes made for consistency

Schedule IX. Parking Prohibited on Designated Streets

AMENDED

Country Manor Lane

- *Updated for name change to Pulaski Center Drive*

REMOVED

Coeur de Ville Drive

*On east side, between Olive Boulevard (Route 340) south to end of State maintenance anytime

- *Parking restriction removed due to roadway improvements completed during the Olive/270 project. If parking problems are experienced in this area during special events, such as St. Monica's Carnival, temporary "No Parking" signs will be utilized.*

Reuther Drive

*On both sides, from Olive (Route 340) to City Hall Building Anytime

- *Street no longer exists on north side of Olive Boulevard*

ADDED

Old Olive West

Town and Four Drive

On south side from Breakwater Way to the east entrance of the parking lot at 12800 Town and Four Drive

- *New restriction added due to sight distance issues*

Schedule X. Fire Lanes

AMENDED

850 Country Manor Drive
West side of building curb line along drive
934 East Rue de la Banque East
North side of building curb line along drive
11645 Ladue Road
West side of building curb line along drive
12136 Olive Boulevard
East side of building curb line along drive

REMOVED

10695 Olive Boulevard
North side of building curb line along drive

ADDED

10 Barnes West Drive
South side of building along curb line as marked throughout the lot
12166 Conway Road
East side of building along both curb lines
605 Coeur De Ville Drive
South side of building along south curb
828 N New Ballas Road
West curb line
12452 Olive Boulevard
South side of building and center of parking lot
12470 Olive Boulevard
West side of building curb line along drive
Town and Four Drive
North curb line Rue La Ville Walk to Rue La Chelle Walk
- *New restrictions added due to site improvement/changes*

Schedule XI. School Stops

No changes made

Schedule XII. Yield Right-of Way Intersections

REMOVED

Location	**Direction**	**Intersecting with**
Borders Books	Southbound	Olive Boulevard (Route 340) westbound
Exit from City Place Retail	Southbound	Olive Boulevard (Route 340)

		westbound
Exit from McDonald's (11521 Olive)	Southbound	Olive Boulevard (Route 340) westbound
Exit from Vincent Jeweler (11733 Olive)	Southbound	Olive Boulevard (Route 340) westbound
Olive Boulevard	Westbound	Woodbridge northbound (Route 340)
Park West	Southbound	Olive Boulevard (Route 340) westbound
Woodbridge	Southbound	Olive Boulevard (Route 340) westbound

- *Removed because there were duplicate entries or there were modifications to the roadway*

ADDED

Location	**Direction**	**Intersecting with**
11560 Olive Boulevard - CVS Pharmacy	Northbound	Olive Boulevard (Route 340) eastbound
11733 Olive Boulevard - Vincent's Jewelers	Southbound	Olive Boulevard (Route 340) westbound
Old Olive East	Westbound	North Lindbergh Boulevard (Route 67) northbound

- *Added due to site or roadway improvement*

Schedule XIII. No-Passing Zones

Only minor changes made for consistency

Schedule XIV. School Zones

AMENDED

Spoede School

25 mph speed limit for school zone on Spoede Road from 165 feet south of Colonial Hills Drive to Sherwyn Lane between the hours of 8:30 A.M. and 4:30 P.M. on school days.

REMOVED

Andrews Academy

25 mph speed limit for school zone on Mason Road from Executive Parkway (south intersection) to Villa Hill Lane between the hours of 7:30 A.M. to 8:30 A.M. and 2:30 P.M. to 4:00 P.M. on school days

Schedule XV. No Thru Streets

Only minor changes made for consistency

Schedule XVI. Traffic Regulations in Private Subdivisions

No changes noted

Schedule XVII. Special Enforcement Areas

AMENDED

Barbezieux Drive	25 MPH
Country View Drive	20 MPH/15 MPH

- *Amended for clarity*

REMOVED

Coeur de Ville Court	20 MPH
Mason Road	25 MPH
Ravenwood	20 MPH
St. Alfred	20 MPH
Stephanie Lane	20 MPH
Trojan Place	20 MPH
Windrush Creek/Graeser	20 MPH
Mariners Point Drive T&F	20 MPH

- *Removed because streets no longer exist or were duplicate entries*

ADDED

Ambassador Boulevard	25 MPH
Andes Boulevard	25 MPH
Barre Haven Drive	20 MPH
Bel Arbor Lane	20 MPH
Cannes Drive	25 MPH
Emerson Road	30 MPH
Gateway Boulevard	25 MPH
Lindbergh Plaza Center	20 MPH
Little Creek Lane	20 MPH
Mulberry Row Court	20 MPH
Mulberry Tree Court	20 MPH
Nomini Hall Court	20 MPH
Office Parkway	30 MPH

Old Ballas Road	30 MPH
Old Olive West	30 MPH
Old Olive East	30 MPH
Olde Cabin Road	30 MPH
Tempo Drive	20 MPH
Wythe House Court	20 MPH

- *Streets not previously listed*

RESOLUTION NO. 960

A RESOLUTION AUTHORIZING THE SALE OF POLICE DEPARTMENT WEAPONS TO GULF STATES DISTRIBUTORS

WHEREAS, the police department is authorized to carry weapons in the application of their duty to protect the lives of the innocent and for use in self-defense; and

WHEREAS, the police department recently replaced the service weapons carried by our police officers because they were getting old and were in need of replacement; and

WHEREAS, the opportunity to sell these surplus weapons are available through compliance of the city purchasing policy which would allow the recovery of $26,385.00 by the sale of these weapons; and

WHEREAS, the legal format for the sale of firearms is through a vendor who possesses a current and legitimate Federal Firearms License; and

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

Section 1: The City Administrator is hereby authorized to enter into an agreement with Gulf States Distributors for the sale of our surplus weapons for $26,385.

Section 2: Be it further resolved that this Resolution shall become effective upon adoption by the City Council.

Adopted this 25th day of April 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan
City Clerk

CHIEF OF POLICE
GLENN A. EIDMAN

BUSINESS 314-432-8000
FAX 314-432-5691
EMERGENCY 911

300 N. New Ballas Rd. Creve Coeur, MO 63141-7501
POLICE DEPARTMENT

Bid Tabulation Sheet

Project Name: Surplus Weapon Disposal
Bids Received Date/Time: 04-08-2011 1500 hrs
Bids Opened Date/Time: 04-13-2011 hrs

BIDDER	FFL#	AMOUNT	COMMENTS
1. OMB Guns	5-48-091-01-3L-01607	$21,250.00	Jack Ralph 15765 S. Keeler St., Olathe KS. 66062
2. Post rock Trading Company	5-48-083-01-2B-00594	$25,065.00	Joe Stairrett 607 Main St. P.O. Box 3, Jetmore, KS 67854
3. Paducah Shooters Supply Inc.	4-61-145-07-4C-04096	23,187.00	Roy Lynn McCutchen 3919 Cairo Road, Paducah, KY. 42001
4. Pro Force Law Enforcement	9-86-025-01-1G-00508	$20,732.80	Mike Massimo 3009 N. Highway 89, Prescott, Arizona 86301
5. Norman Coleman	5-43-189-01-3H-39103	$16,700.00	Norman Coleman 2661 McKelvey Road, Maryland Heights, Mo.
6. Gulf States Distributors Inc.	1-63-101-01-1H-14264	$26,385.00	Geanie Trammell 6000 E Shirley Lane, Montgomery, Al. 36117
7. Kiesler Police Supply Inc.	4-35-019-11-4c-01674	$16,090.00	Cassi Shearer 2802 Sable Mill Road, Jeffersonville, IN. 47130
8. Reynolds & Associates LLC	5-43-189-01-3M-02933	$22,575.00	Raymond W. Reynolds 1283 Somerset Field, Chesterfield, Mo. 63005
9. Phoenix Distributors	8-23-017-01-2D-38970	$24,569.00	Glen McLelland 145A Philmont Ave., Feasterville, Pa. 19053
10. GT Distributors Inc.	5-74-453-01-2A-29221	$20,255.00	Preston Wheeless 2545 Brockton Drive, Suite 100 Austin, Tx. 78758

The above is an exact tabulation of the bids received: ______________________________________
Project Manager: Glenn A. Eidman - Chief of Police

Witness Signature: ______________________________________

Acceptance: ______________________________________
Mark Perkins – City Administrator

CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: April 19, 2011

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

Subject: Sale of Police Firearms

The Police Department replaced its service weapons in the 2009/2010 fiscal year with Sig Sauer 40 caliber pistols at a cost of $35,000.00. This created a surplus of weapons in the armory. I feel that it would be beneficial to sell the surplus weapons to offset the cost of the new service weapons. The surplus weapons (Beretta pistols) were purchased by the Police Department in the early 1990's. They have been well maintained and there is a market demand for them. Additionally, the Police Department owns some surplus revolvers, shotguns, and rifles that are no longer of use. In order to maximize the benefit to the City, these surplus firearms were also included in the bid proposal.

To ensure compliance with the City purchasing policy, a bid process was conducted which included a viewing date, return date, and bid opening. Ten bids were received ranging from a high bid of $26,385.00 to a low bid of $16,090.00. The Police Department conducted a background check on the two highest bidders. I recommend that the bid be awarded to Gulf States Distributors Inc. for the following reasons:

- They submitted the highest bid at $26,385.00.
- They possess a legitimate Federal Firearms License, and come highly recommended.
- They have a demonstrated history with the Police Department of providing competitive pricing, reliable service, and timely delivery. The Police Department has purchased ammunition from this vendor in the past with positive results.
- They have been in business since 1979, located in Montgomery, Alabama. The company has a store front and warehouse that specializes in the sale of police supplies and ammunition. They currently hold several state contracts for ammunition.
- They have agreed to pay for the packaging and shipping of the weapons.

I am requesting the approval of the City Council to move forward with the sale of these firearms in order to recoup a portion of the money spent to purchase new duty weapons. A resolution for the approval is also included in the packet.

From: LauraBryant
Sent: Tuesday, November 23, 2010 2:11 PM
To: Mayor
Cc: ediotor@crevecoeurvoter.com; Mayor-Council; Ryan, Deborah; Perkins, Mark C.; Carl Lumley; Karen Yeomans MoDOT; Ron Olshwanger Creve Coeur Fire District
Subject: follow-up questions: You Paid For It (www.CreveCoeurVoter.com)

Mayor Dielmann:

Please see the most recent posting on the local blog, www.CreveCoeurVoter.com concerning your interview on Fox 2 News concerning the Olive Blvd. Transportation Development District (TDD). I have a specific question about the following on-air quote to Mr. Davis:

Dielmann: *We did our homework, but when you change the rules it changes the project.*
Mayor, I have heard this statement repeated, but I can find no documentation who exactly changed the rules midstream on the Olive Blvd TDD Board? It wasn't MoDOT, Ameren or the Creve Coeur Fire District (please see attached Aug. 21, 2006, and Oct. 8, 2008, letters). So could you please clarify? (I have included representatives from MoDOT and the Creve Coeur Fire District on this email in case you have any questions.)

Also, I believe the following quote also needs to be corrected:

Eliott Davis: *What was the initial budget?*
Mayor Dielmann: *$5 million*
Davis: *So what do you anticipate it's going to cost?*
Dielmann: *$9 million*
According to my records, the initial budget was not $5 million, but actually $3.26 million. So it appears that the Olive Blvd. TDD project budget has now tripled, not merely almost doubled (please see attached Creve Coeur Chamber of Commerce presentation). Could you please confirm?

Thank you,
Laura Bryant
Ward 4/Creve Coeur City Council

From: Creve Coeur Voter <editor@crevecoeurvoter.com>
To: ediotor@crevecoeurvoter.com
Sent: Mon, November 22, 2010 4:40:59 PM
Subject: You Paid For It

Hello Creve Coeur Voters-

Creve Coeur was the subject- specifically the Olive Blvd. TDD- last night for Channel 2's Eliot Davis on his "You Paid For It" segment. In case you missed it, the transcript is posted on

www.crevecoeurvoter.com

There is some commentary at the end as well.

Keep putting out water for the birds and critters.

dc

Ameren Services

Ronald C. Zdellar
Vice President
Energy Delivery

One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149, MC 650
St. Louis, MO 63166-6149
314.554.2541
314.554.6454 fax
rczdellar@ameren.com

August 21, 2006

Councilwoman Laura Bryant
Creve Coeur City Council Ward IV
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, Missouri 63141

Dear Ms. Bryant:

Re: Olive Boulevard Transportation Development District Construction Project

This letter and enclosure are intended to provide you with the information promised when you met with Ameren representatives on August 8, 2006. By way of introduction, I am Ameren Services' Vice President for Energy Delivery Distribution Services and am responsible for Ameren's distribution facilities in the City of Creve Coeur. Historically, AmerenUE has enjoyed a mutually beneficial collaboration with the City of Creve Coeur, its elected officials, and administrative staff in coordinating services to your citizens. Consequently, when Mr. Rainwater received your request, he was anxious that you and the City of Creve Coeur receive full and complete information regarding Ameren's efforts in connection with the captioned project.

As explained to you by our Manager of the Gateway Division, Gene Unverfehrt, Ameren's introduction to this project occurred on August 28, 2003. At this introductory meeting, we were advised that the project was going to require the undergrounding of both sub-transmission and distribution lines along Olive Street Road. At this initial meeting, we advised the Koman Group and City officials that this project would require an Ameren full-time estimator, and that the Company was not currently staffed to support this function. Subsequent meetings were held with the aforementioned representatives, including the Koman Group's engineering firm, Henneman Associates, and a walk through was performed. Initially, the main duct run was to be located adjacent to and on the north side of Olive Street Road. By May 10, 2004, we had advised the interested parties that Ameren was going to retain a retired estimator, Jim Wagner, to devote 100% of his time to the Olive Transportation Development District Project in an effort to meet the TDD's aggressive schedule.

Subsequently, our engineers and estimators met with the project engineers and reviewed Ameren's standard specifications for duct systems. Thereafter, Ameren requested that the project engineers provide Ameren with specific requirements for the project and not merely conceptual drawings. Several additional meetings were held with the project representatives throughout the remainder of 2004, and by December 30, 2004, Ameren had not received the detail drawings necessary to provide a cost estimate for the project. The Koman Group's, Dan O'Connor, was specifically given this information on December 30, 2004.

In February of 2005, Ameren representatives met with Dan O'Connor at the project site and were advised for the first time that the location for the undergrounding was to be moved away from Olive Street Road approximately one block. Consequently, all previous work performed by Ameren to that date was rendered useless. Ameren representatives continued to meet with project representatives throughout the remainder of 2005 and into 2006. On June 29, 2005, Ameren gave the Koman Group our construction drawings of the electrical main duct run east of our substation to Craig Road. Then on September 13, 2005, Ameren sent the Koman Group our construction drawings of the electrical main duct run west of our substation to Emerson Road. This represents the work that the TDD must complete before Ameren can begin our work. It is our understanding that this work was not contracted out until June of 2006. As of this date, we are not aware of whether the TDD's contractor has begun any of this work.

As of this date, Jim Wagner remains as a dedicated estimator for this project, and Ameren stands ready to continue to proceed with the implementation of this project, subject to our other commitments as a public utility. We anticipate that the estimated costs of the work that Ameren must do for this project should be completed within the next few weeks. However, Ameren cannot begin our portion of the construction work until the electrical main duct run is completed by the TDD's contractor.

We are enclosing a copy of Ameren's timeline notes on this project. Should you have any questions concerning this letter or our enclosure, do not hesitate to contact either me or Gene Unverfehrt.

Sincerely,

R. C. Zdellar

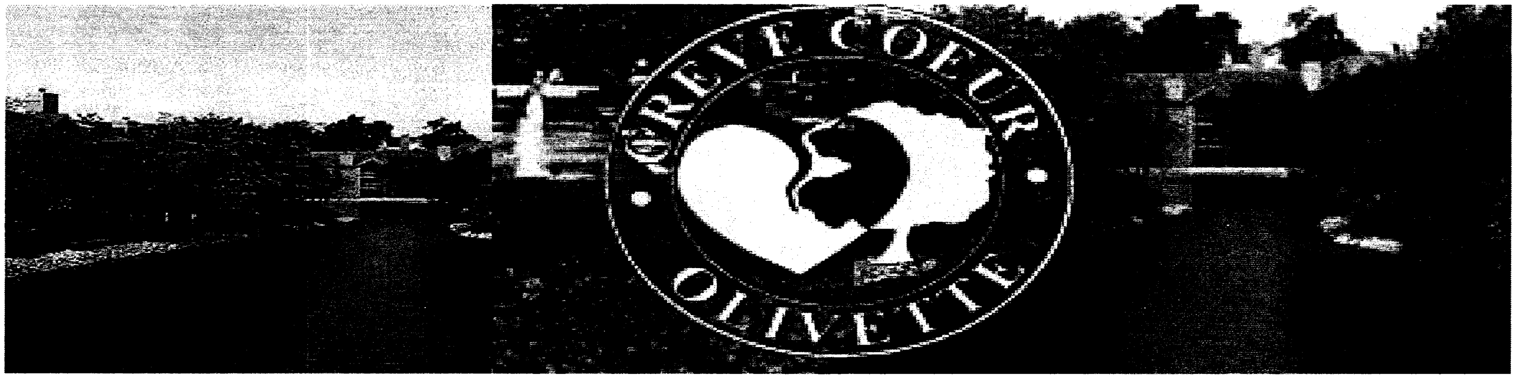
Enclosure

Olive TDD

August 28, 2003	Ameren met with Koman & city officials to discuss undergrounding. Subsequent to meeting, Ameren investigated 34KV underground options. Ameren advised Olive TDD that this job would require a full time estimator, and we were currently not staffed for this.
September 19, 2003	Met with City, Koman Group & their engineering firm, Henneman Associates. Discussed drawings they will need to engineer and estimate the relocations.
December 3, 2003	Performed job & walk thru with Henneman. Discussed Main duct run to be located adjacent to north side of Olive.
March 1, 2004	Sent budgeting cost estimates to City & Koman. Ameren's Randy Hunt advised City that Ameren would investigate estimating because of Henneman's unfamiliarity with this type of work.
March 9, 2004	City requested meeting with Ameren management to ask for donation. Ameren's Gene Unverfehrt denied request for meeting.
May 10, 2004	Koman was advised by Ameren's Gene Unverfehrt that Ameren would provide estimating (retiree) who could start in June of 2004. Gene advised Koman that for Ameren estimator to be effective, he will need detailed drawings of existing properties along Olive as well as all road improvements. This will allow alternative routes to be analyzed to keep costs low.
June 2004	Ameren retiree Jim Wagner starts with Ameren with intent to work on Olive TDD 100% of his time.
June 30, 2004	Ameren's Russ Robertson & Jim Wagner met with Koman. Advised will need drawings to start estimating. Koman indicated drawings available in two weeks.
August 26, 2004	Ameren's Russ Robertson & Randy Hunt met with Koman and Koman's civil engineer, Steve Myers with ACI/Boland INC. Reviewed Ameren's standard specifications for duct systems. Gave Koman example of Ameren relocations due to a public road improvement illustrating the details that Ameren will require.

October 4, 2004	Koman's civil engineer e-mails Ameren conceptual drawings of recommended improvements (artist's rendering). Also, there was a text list of improvements, however, no site plans.
October 27, 2004	Ameren requests meeting with Koman to review drawing requirements (again).
November 5, 2004	Ameren's Randy Hunt, Jim Wagner, and Russ Robertson met with Koman and Koman's civil engineer. Agreement was reached that plans presented were not adequate to begin estimating. Koman says will have drawing by November 12, 2004.
December 30, 2004	Russ Robertson sent Dan O'Connor e-mail advising we cannot estimate until we receive detailed drawings. Dan then requested his civil engineers to get the drawings to Ameren.
February 11, 2005	Ameren's Jim Wagner, and Russ Robertson met with Koman's Dan O'Connor and walked area along Olive to be relocated by Olive TDD. Ameren learns at this meeting that City envisions buildings being built closer to the Olive ROW. At this meeting, Dan states he will provide a new overview that shows the new roads that are planned. All previous legwork regarding route along north side of Olive is useless.
April 21, 2005	Ameren gave Koman preliminary layout for main duct bank. Dan O'Connor agreed to provide Jim Wagner with road improvement plans.
June 29, 2005	Ameren sends Koman Group our construction plat of the electrical main duct run east of our substation to Craig Road.
July 2005	Ameren's Jim Wagner received road improvement drawings for Olive-TDD
September 7, 2005	Ameren's Russ Robertson and Jim Wagner met with Koman Group and their prospective conduit bidders' to discuss project. Prospective bidders' in attendance - Payne Crest, Sach's, & Castle Contracting.
September 13, 2005	Ameren sends Koman Group our construction plats for electrical main duct run west of our substation to Emerson Road.

October 2005	Ameren's Russ Robertson discussed various locations with the City's Mark Perkins for 34KV switch pole locations around our substation.
December 20, 2005	Ameren sends Koman follow up request for financial commitment to cover substation purchases.
January 2006	Dan O'Connor request Ameren to change the main duct route that goes behind the U.S. Bank to now go in front of the U.S. Bank.
January 23, 2006	Ameren sent, Koman Group, revision to main duct run to incorporate changes at the U.S. Bank location .
February 14, 2006	Ameren sends Koman draft of financial commitment letter for Olive TDD's signature.
March 2006	Received letter for Olive TDD dated March 13, 2006 stating Olive TDD financial commitment.
March 24, 2006	Ameren sent, Koman Group, revised main duct layout to continue east of Craig Road to the easterly property line of 11401 Olive.
June 23, 2006	Koman advised Ameren that Castle Contracting was awarded bid to install duct run and conduit system. Ameren's Jim Wagner & Russ Robertson meets with Koman and Castle Contracting to review construction plats.



Chamber of Commerce

The Education Committee of the Creve Coeur-Olivette Chamber of Commerce
Cordially invites you to celebrate Creve Coeur Days at a

PUBLIC FORUM

THURSDAY, MAY 17, 2007

PROGRESS & PERSPECTIVES: CREVE COEUR

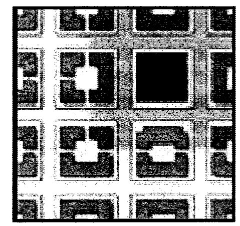
PROGRAM TOPICS

Olive Boulevard Transportation Development District (TDD) Progress
Financing the TDD Shortfall
Blighting and Public Financing for Private Development
Economic Prosperity in the New Downtown Area

INVITED PANEL

Members of the Creve Coeur City Council
Missouri Department of Transportation
Creve Coeur Fire Protection District
Parkway School District and the Special School District
Creve Coeur Residents and Businesses

Central Business District (CBD) Land Use Plan: The Framework for a Downtown Creve Coeur



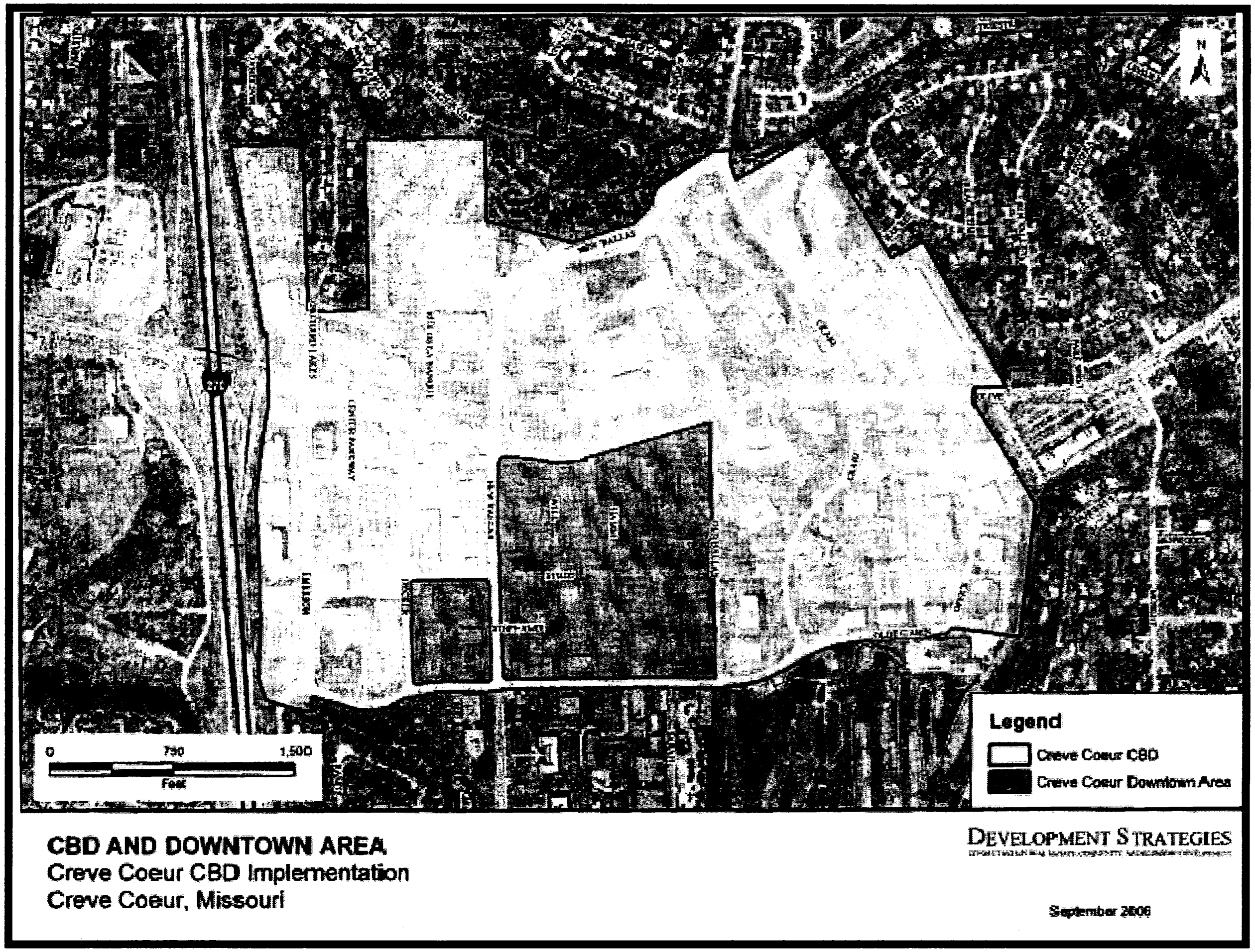
The Framework Plan is the City's tool to ensure redevelopment of the CBD conforms to the vision established by the 2002 Comprehensive Plan

The City of Creve Coeur has been exploring and studying the establishment/redevelopment of a Central Business District and a downtown area for years.

General recommendations were discussed in the citywide 2002 Creve Coeur Comprehensive Plan, and such concepts were explored in more detail in the City's 2005 Central Business District Land Use Plan.

The City's 2005 Central Business District Land Use Plan made recommendations to foster creation of a Central Business District (CBD) and a smaller "Downtown" area as part of the CBD.

The Downtown area is envisioned as a "place to be" containing a mixture of retail, office, residential, institutional, public and civic uses. *(Source: Central Business District Land Use Plan, 09/06/05)*

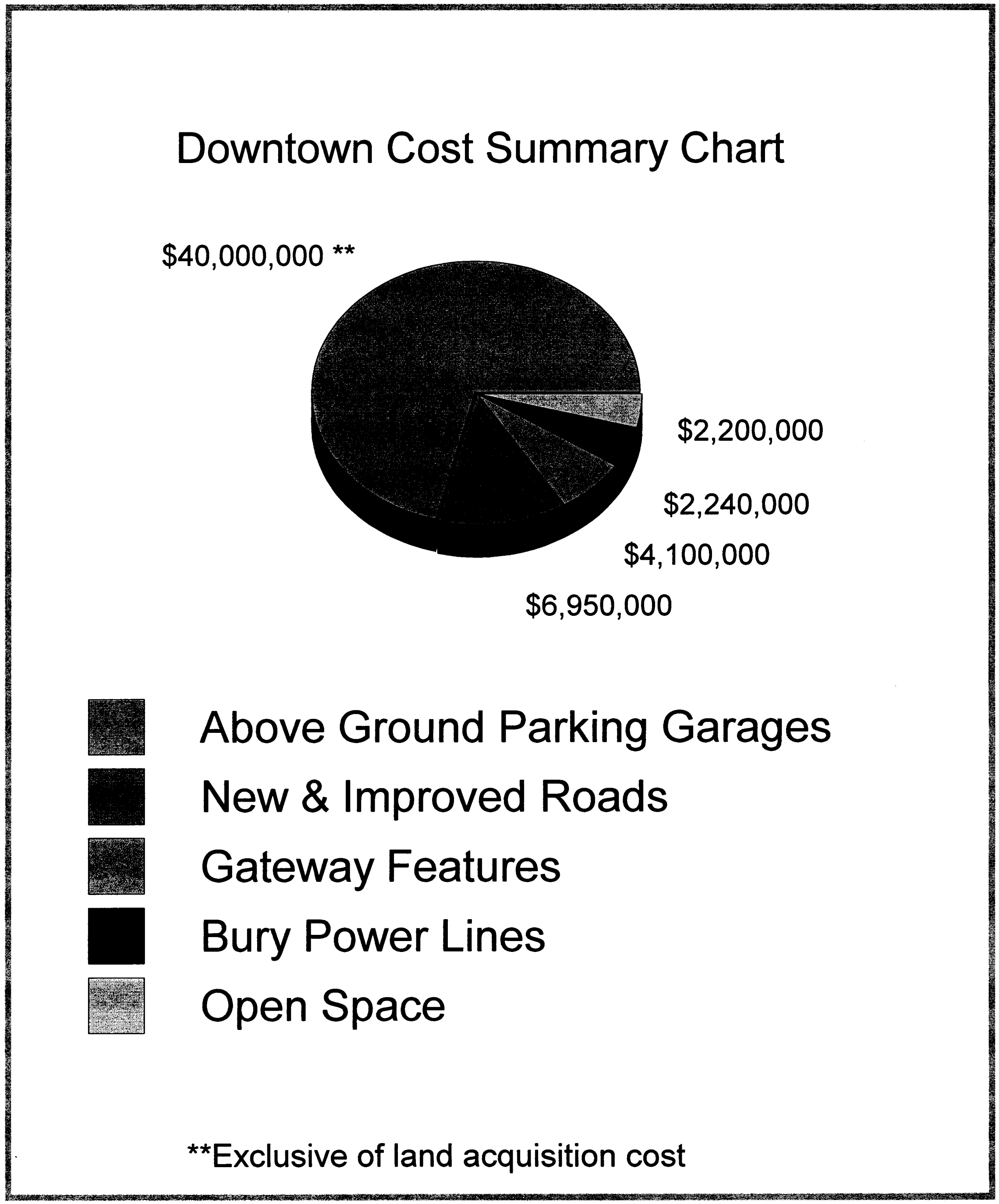


As part of these recommendations, to help create the Downtown area, the 2005 Central Business District Land Use Plan specifically:

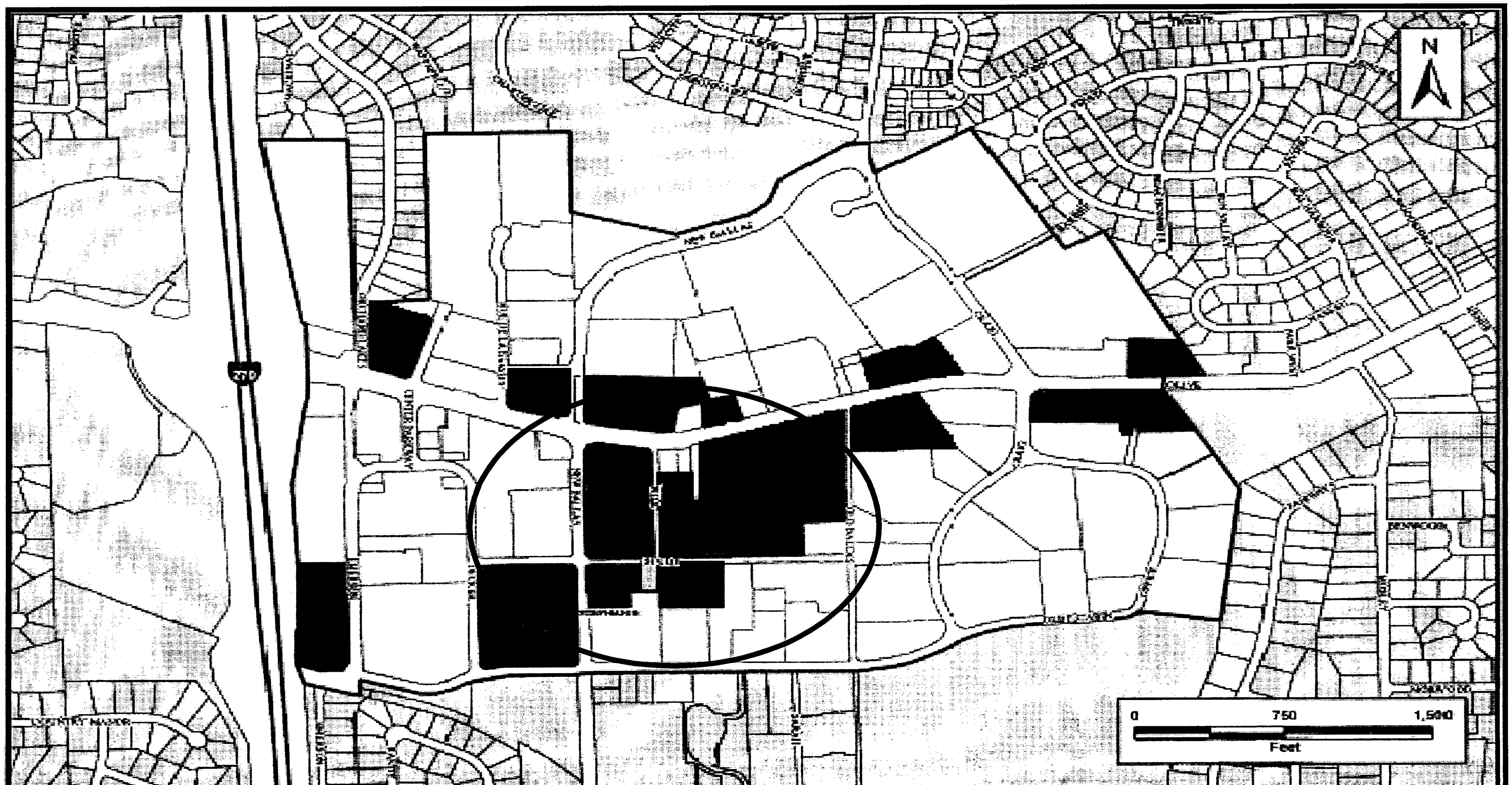
- Expressed a need to establish financing mechanisms to build streets, sidewalks, streetscape enhancements and public parking facilities; and
- Recommended exploration of public financing such as TIFs, TDDs and/or CIDs to finance the recommended improvements. *(Source: CBD Downtown Area Implementation Strategy Report, 09/14/06)*

In 2006, a CBD/Downtown Area Implementation Strategy Report was commissioned by the City to: (1) analyze costs of the proposed improvements and programs for the Downtown area; and (2) recommend ways to finance these improvements. *(Source: CBD/Downtown Area Implementation Strategy Report, 09/14/06)*

The 2006 CBD/Downtown Area Implementation Strategy Report recommended various improvements in the Downtown area of the City with an estimated cost of $55,490,000.00. *(Source: CBD/Downtown Area Implementation Strategy Report, 09/14/06)*



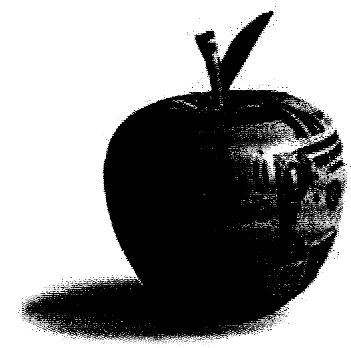
The 2006 Downtown Area Implementation Strategy Report also identified 16 specific properties in the Central Business District as prime candidates for potential redevelopment. Most of these properties are in the proposed Downtown area. *(Source: CBD/Downtown Area Implementation Strategy Report, 09/14/06, Appendices)*



POTENTIAL REDEVELOPMENT AREAS
Creve Coeur CBD Implementation
Creve Coeur, Missouri

DEVELOPMENT STRATEGIES

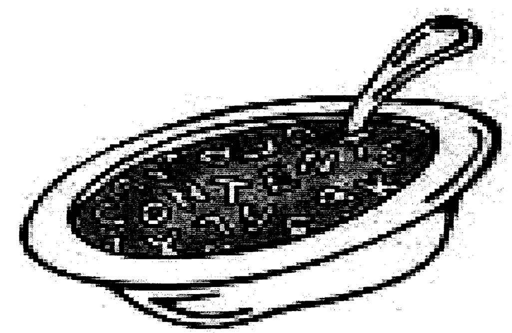
In addition to TIFs, TDDs and CIDs, the 2006 Downtown Area Implementation Strategy Report recommended a citywide economic development sales tax, 353 tax abatement and other tax-raising programs to pay for the recommended improvements to the Downtown area. All of these recommendations are currently being reviewed by the City and, preliminarily, the City's Economic Development Commission is suggesting a citywide ½ cent economic development sales tax.



Public Financing "Alphabet Soup"

- **TDDs and CIDs are public financing tools usually initiated by property owners where sales taxes and real estate assessments can be imposed on properties and businesses in the district to finance certain public improvements.**

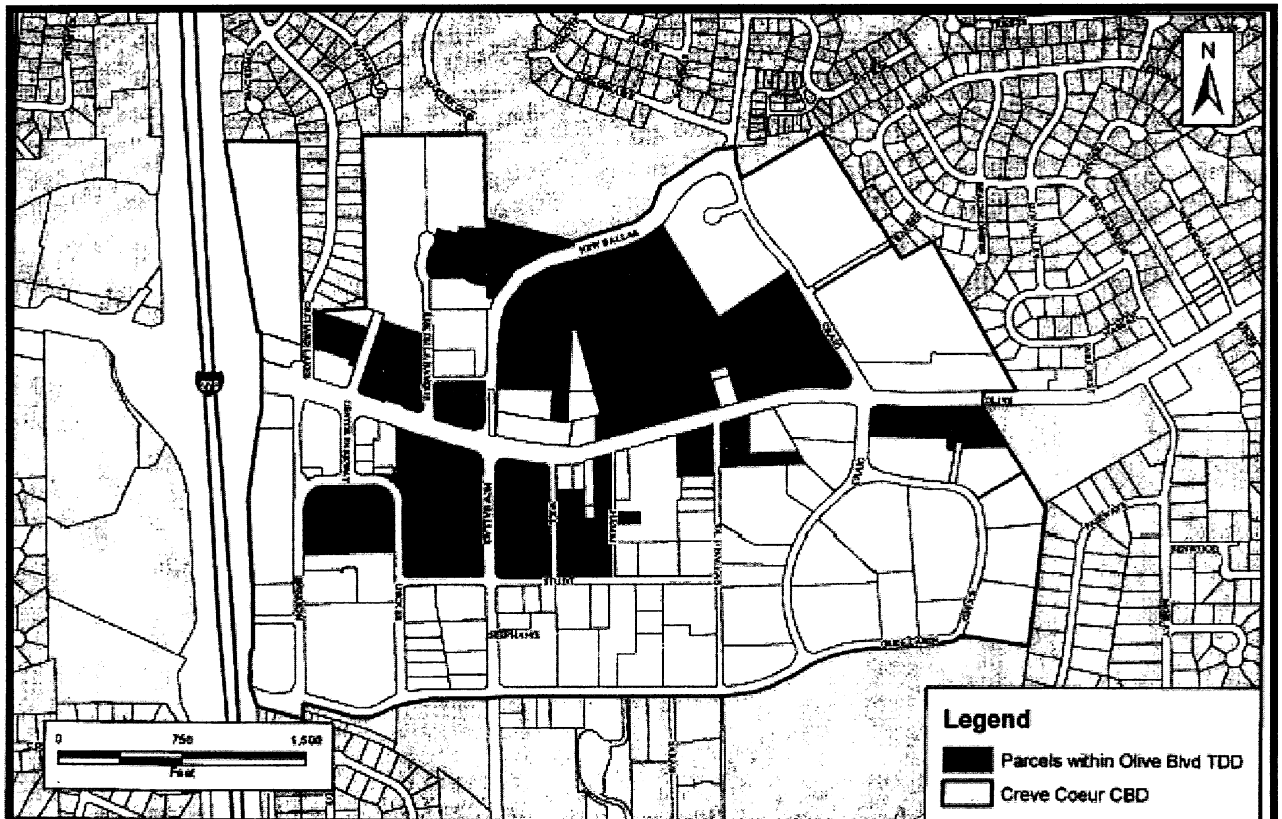
- **"Tax abatement" is usually associated with certain Urban Redevelopment statutes such as Chapter 353, RSMo., where generally all or part of real estate taxes are abated for a period of years. TIFs use new taxes generated by a project to finance development costs. A finding of "blight" is generally required. This loss of tax revenue affects local school districts, the fire district and the City.**



Concurrently with the studies and recommendations on the Central Business District and the Downtown area, The Koman Group, the primary developer and property owner in the area, spearheaded the creation of the Olive Blvd. Transportation Development District (TDD). *(Source: City Council Minutes, 05/10/03)*

The Olive Blvd. TDD was formed to: enhance Olive Blvd. through various infrastructure, roadway, and intersection improvements; and to improve traffic flow along Olive Blvd. between I-270 and Craig Road. *(Source: Olive Boulevard TDD Information Handout 11/10/03)*

Pursuant to requirements of the City, the Olive Blvd. TDD Board is controlled by the City and consists of 7 members, 4 of whom are the Mayor and City Council Members.
(Source: Amended and Restated Development Agreement, undated copy on City website; City Council Minutes, 07/14/03)



PROPERTY IN THE EXISTING OLIVE BOULEVARD TDD
Creve Coeur CBD Implementation
Creve Coeur, Missouri

DEVELOPMENT STRATEGIES

September 2005

The estimated cost for these improvements in 2003 was $3,265,000.00, and the TDD project was originally estimated to be completed in 2006. The project was to be funded by bonds repaid through a ½ cent sales tax on sales in the district and a back-up real estate assessment on certain properties owned by The Koman Group. *(Source: Resolution 541, 07/14/03; Amended and Restated Development Agreement, undated on City website)*

The current estimate for the Olive Blvd. TDD improvements is $9,365,000.00. MODOT and others have been blamed in part for budget overages and delays. *(Source: City Council Minutes 06/12/06;TDD Supplemental Funding Strategy, 10/23/06)*

RESOLUTION NO. 541

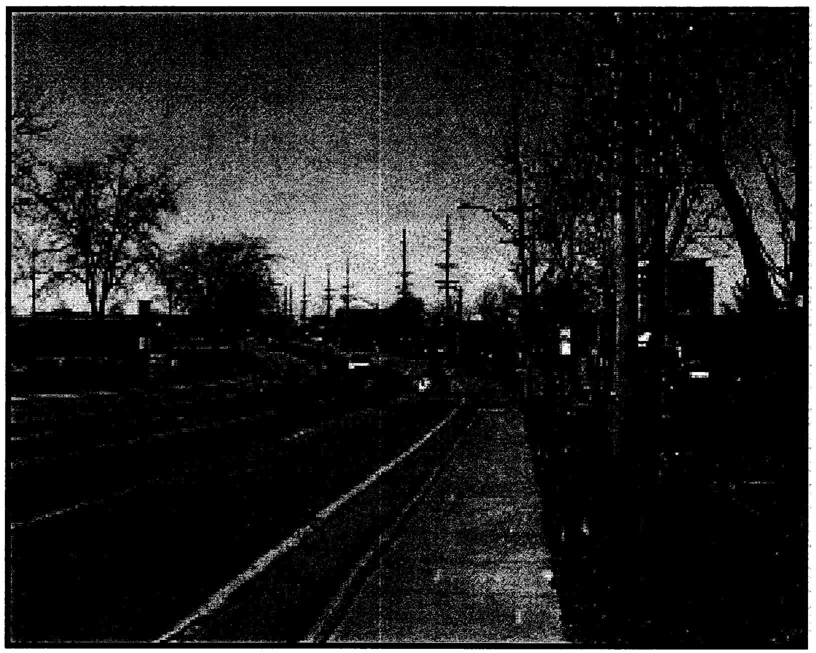
A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR, MISSOURI, TO JOIN THE KOMAN GROUP AND OTHER PROPERTY OWNERS WITHIN THE CITY IN THE CREATION OF A TRANSPORTATION DEVELOPMENT DISTRICT FOR THE PURPOSE OF CONSTRUCTING CERTAIN PUBLIC ROAD IMPROVEMENTS GENERALLY ALONG OLIVE BOULEVARD FROM CRAIG ROAD TO RUE DE LA BANQUE WEST, AUTHORIZING THE CITY TO NEGOTIATE A TRANSPORTATION DEVELOPMENT AGREEMENT WITH THE KOMAN GROUP IN ACCORDANCE WITH CERTAIN TERMS PROVIDED HEREIN, AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION THEREWITH.

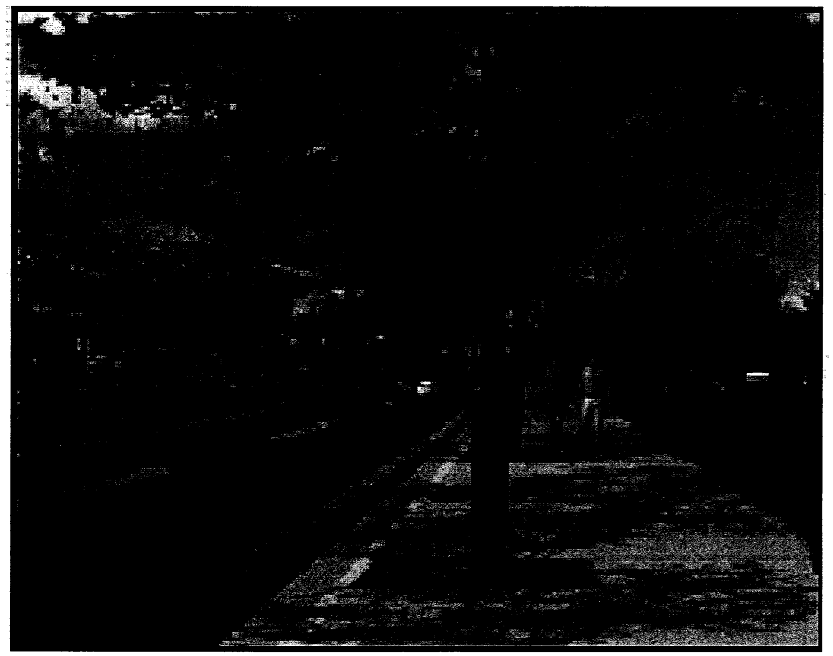
WHEREAS, the City of Creve Coeur, Missouri (the "City"), by and through its City Council, is authorized under the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "Act") to file a petition with the Circuit Court of St. Louis County, Missouri (the "Court"), requesting the creation of a transportation development district (the "District") to fund, promote, plan, design, construct, improve, maintain and operate one or more transportation-related projects or to assist in such activity; and

WHEREAS, The Koman Group and various related entities thereof (collectively, the "Developer") owns certain real property along Olive Boulevard between Craig Road and Rue de la Banque West within the City and desires to petition the Court pursuant to the Act for the creation of the District; and

WHEREAS, if the District is created to undertake certain public road improvements along Olive Boulevard between Craig Road and Rue de la Banque West currently estimated to cost approximately $3,265,000 (the "TDD Project"), the Developer will undertake additional public and private improvements within the City (the "Developer Project") to facilitate enhanced access and traffic flow along Olive Boulevard between Craig Road and Rue de la Banque West; and

The new cost estimate for the Olive Blvd. TDD improvements results in a multimillion dollar shortfall in excess of the funding capacity of the TDD based upon the current ½ cent sales tax and backup assessment. *(Source: TDD Supplemental Funding Strategy, 10/23/06)*





To finance this shortfall and other public improvements, The Koman Group (the Olive Blvd. TDD developer and construction manager) through its attorneys requested that the City approve a CID and Chapter 353 Tax Abatement, and provided the City with suggested forms and a timetable to accomplish its requests. *(Source: Husch & Eppenberger, LLC letter, 03/7/07)*

On April 9, 2007, the Chamber asked the City to defer The Koman Group's request so that businesses and residents could be better informed. The Chamber's concern was ignored by the majority of the City Council and the Mayor. *(Source: City Council Minutes 04/9/07)*

Husch & Eppenberger, LLC
Attorneys and Counselors at Law

190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105-3441
314.480.1500
www.husch.com

March 7, 2007

VIA COURIER

Carl Lumley
City Attorney
City of Creve Coeur
130 S. Bemiston Ave, #200
Clayton, Missouri 63105

Re: Old Ballas and Olive Boulevard Redevelopment Project in the City of Creve Coeur, Missouri

Dear Mr. Lumley:

On behalf of the Koman Group (the "Developer"), the purpose of this letter is to request various actions by the City of Creve Coeur (the "City") with regard to the proposed redevelopment by Developer of approximately 6.4 acres of land located at the intersection of Old Ballas and Olive Boulevard (the "Area") into commercial and retail uses (the "Project").

It is our understanding that, in connection with the Project, the City is anticipating the use of certain development tools available pursuant to Chapter 353 MO. REV. STAT. ("Chapter 353") and the creation of a community improvement district (the "CID Act") in accordance with Sections 67.1401-67.1571 MO. REV. STAT. (the "CID Act") in order to provide for tax abatement and other financing tools necessary for redevelopment of the Area.

As set forth and requested herein, there are several key steps that are required by the City's Code as well as Chapter 353 and the CID Act to be undertaken by the City in order to implement Chapter 353 and establish a CID.

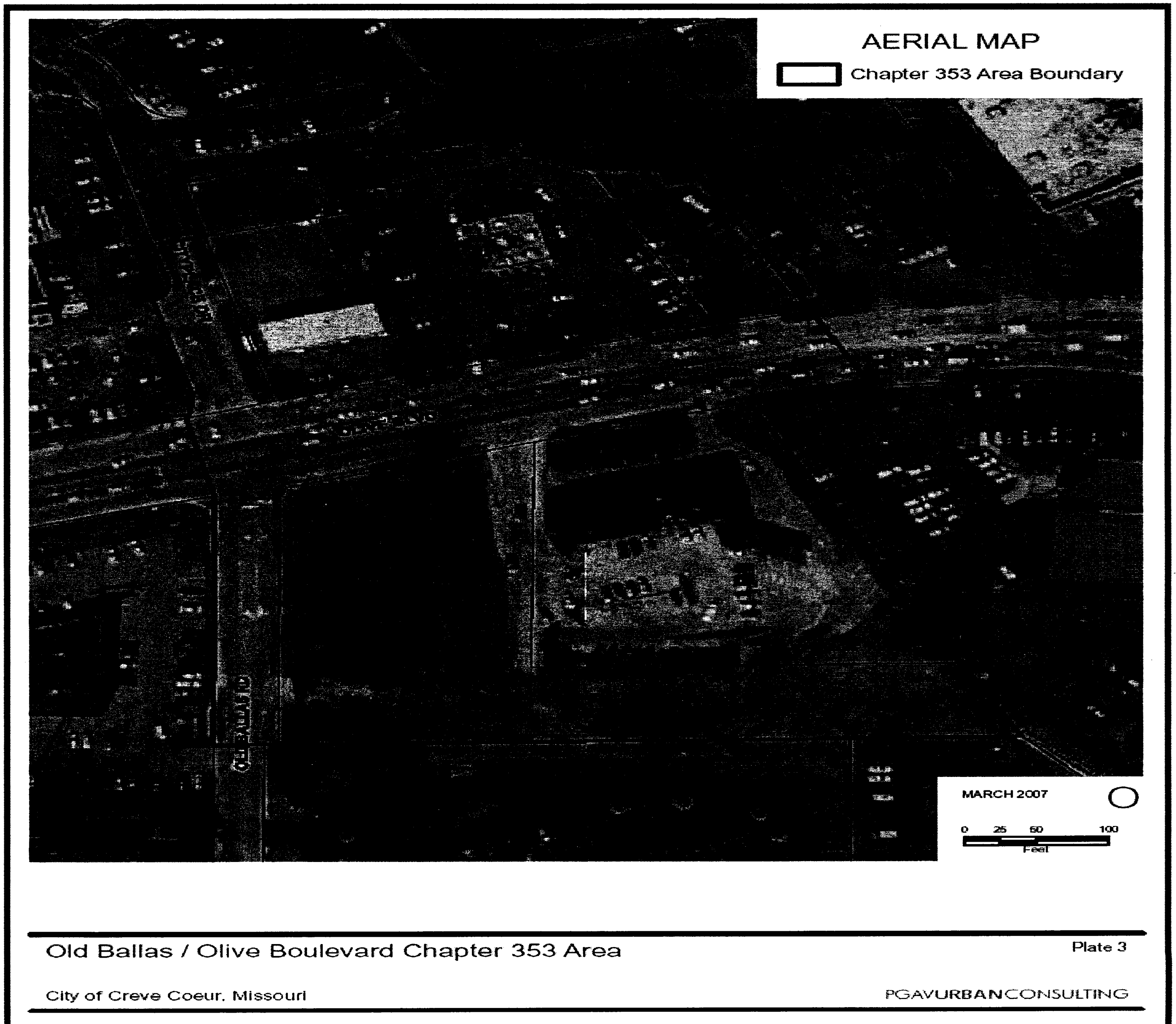
Further, enclosed with this letter is a proposed schedule of events with regard to the approval and implementation of the Project.

3512734.02

ST. LOUIS • KANSAS CITY • JEFFERSON CITY • SPRINGFIELD • PEORIA • CHATTANOOGA • MEMPHIS • NASHVILLE

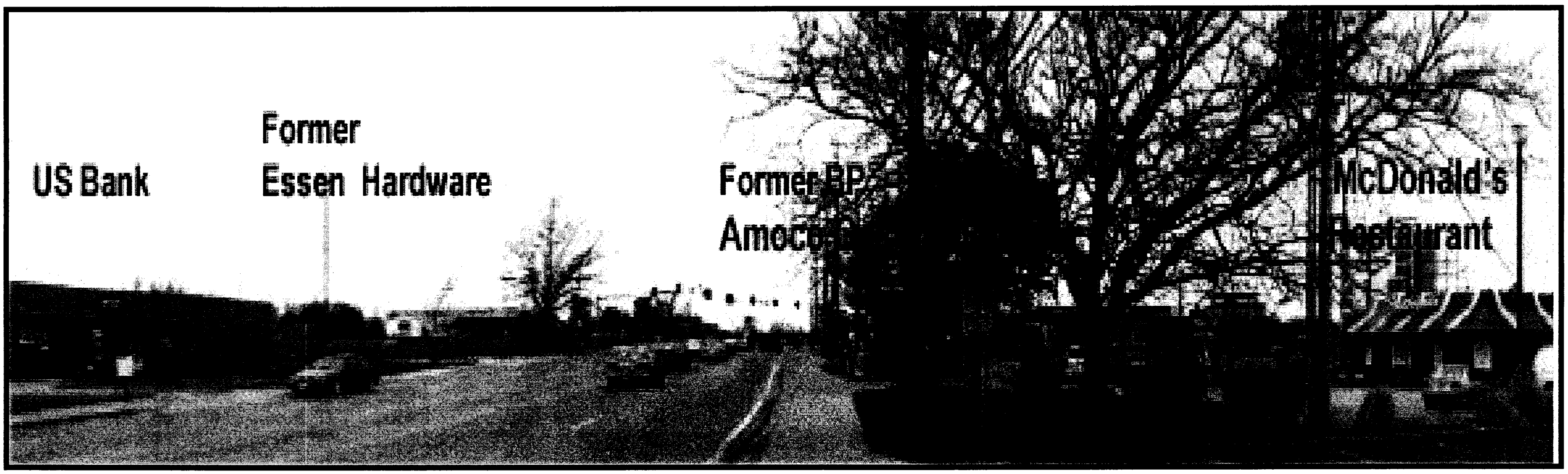
The properties to be affected by the proposed CID and the Chapter 353 tax abatement consist of 6.4 acres owned by The Koman Group and its affiliates at Olive Blvd. and Old Ballas Road. *(Source: Supplemental TDD Funding Strategy, 10/23/06; Husch & Eppenberger, LLC Letter 03/7/07)*

The CID proposal would impose a 1 cent sales tax on sales in the CID district and a special real estate assessment on the properties. Revenue from these taxes is estimated to generate approximately $800,000.00 a year, of which approximately 3/4 comes from the special real estate assessment. However, the special real estate assessment is proposed to be fully reimbursed by Chapter 353 tax abatement on the same properties. *(Source: TDD Supplemental Funding Strategy, 10/23/06)*



Tax abatement is proposed to be 75% of the tax bill for these properties for 10-12 years. The real estate tax to be abated is estimated to be approximately $600,000.00 a year. *(Source: TDD Supplemental Funding Strategy, 10/23/06)*

Chapter 353 tax abatement would require that the City declare these 6.4 acres along Olive Blvd. to be "blighted." *(Source: Chapter 353, RSMo.; Creve Coeur Redevelopment Ordinance)*



In addition to funding the Olive Blvd. TDD shortfall, the proposal includes financing for a $1.6 million parking garage on these properties. *(Source: TDD Supplemental Funding Strategy, 10/23/06)*

Most of these properties have already received site development plan approval from the City for new multistory commercial and retail development. *(Source: City Council Minutes, 01/8/07 and 04/9/07)*

The City is acting very quickly on The Koman Group's request:

- **On May 1, 2007, the City published a Notice of Request for Redevelopment Proposals for the 6.4 acres offering CID Financing and Chapter 353 Tax Abatement.** *(Source: St. Louis Countian Newspaper, 05/1/07)*
- **On May 14, 2007, the City approved a funding agreement with The Koman Group to pay for legal fees to review its proposal.** *(Source: City Resolution 735)*
- **The only substantive step remaining is a public hearing expected to be held in June.** *(Source: Husch & Eppenberger LLC Letter 03/07/07)*

The Chamber believes that this would be the first approved use of Chapter 353 tax abatement in the City of Creve Coeur and in the Parkway School District.

Municipalities

THE CITY OF CREVE COEUR OLD BALLAS AND OLIVE BOULEVARD REDEVELOPMENT AREA

Notice of Request for Redevelopment Proposals

The City of Creve Coeur, Missouri, is seeking proposals for the redevelopment of a portion of the community, hereinafter to as the Old Ballas and Olive Boulevard Redevelopment Area (the "Area"). This Area is comprised of eight properties containing approximately 6.4 acres of land currently addressed as 11550, 11560, 11553, 11557, 11559, 11561, 11563, and 11599 Olive Boulevard. The Area includes a bank in the southeast part of the Area, a McDonald's in the northeast part of the Area, a vacant gas station in the northwest part of the Area, a vacant lot, and three surface parking lots. The Area is generally bound by the northern property lines of the existing surface parking lots on the north, Old Ballas Road/City Place Drive on the west, the southern property lines of an existing vacant lot to the south, and the eastern property lines of the existing bank and a surface parking lot to the east.

The City will consider proposals from qualified developers interested in redeveloping this site as a commercial development with a unified site plan. The primary uses to be accommodated should be retail commercial on the ground floor. The primary purpose of the proposed redevelopment is to undertake and complete traffic and related public improvements within the area. The City will consider utilizing one or more municipal finance incentives provided under state law, including, but not limited to, Urban Redevelopment Corporations Law (353 R.S.Mo.) or the Community Improvement District Act (CID), R.S.Mo. 67.1401 - 67.151 to stimulate and assist in the redevelopment of the Area. Proposals must be received in the office of the City Clerk at the Creve Coeur Government Center, 300 N. New Ballas, Creve Coeur, Missouri 63141 no later than 4:00 p.m. on May 31, 2007, the date that is thirty (30) days from the date of this publication (May 1, 2007).

Interested parties may contract Michael Hurlbert, City Planner and Economic Development Administrator, at (314) 872-2551 for further information regarding this request.

10107350 County, May 1, 2007

From: Karen.Yeomans@modot.mo.gov <Karen.Yeomans@modot.mo.gov>
Subject: Re: Missouri State Auditor Report (Olive Blvd. TDD)
To: laura.bryant@yahoo.com
Cc: "Carl Lumley" <clumley@lawfirmemail.com>, "Deborah Ryan" <dryan@ci.creve-coeur.mo.us>, "Mark Perkins City Administrator" <mperkins@ci.creve-coeur.mo.us>
Date: Wednesday, October 8, 2008, 3:50 PM

Laura,

MoDOT's position on the TDD has not changed. We did not change any of our standards or requirements for this TDD.

The cost increase information that I stated is for MoDOT only, it does not necessarily apply to other construction.

Karen Yeomans, P.E.
Area Engineer, West St. Louis County
Missouri Department of Transportation
1590 Woodlake Drive,
Chesterfield, MO 63017
314-340-4356

From: Laura Bryant <laura.bryant@yahoo.com>
Subject: Missouri State Auditor Report (Olive Blvd. TDD)
To: "Karen Yeomans MoDOT" <karen.yeomans@modot.mo.gov>
Cc: "Mark Perkins City Administrator" <mperkins@ci.creve-coeur.mo.us>, "Carl Lumley" <clumley@lawfirmemail.com>, "Deborah Ryan" <dryan@ci.creve-coeur.mo.us>
Date: Tuesday, October 7, 2008, 6:37 PM

Ms. Yeomans:

As you probably know, the State Auditor recently issued a report on Missouri Transportation Development Districts, including the Olive Blvd. TDD (see attached PDF).

On page 41 of the report, it appears that the Olive Blvd. TDD board officially attributed its ongoing delays and cost increases to the following:

o Problems acquiring the necessary right-of-way needed to obtain the required permits to begin construction.

o Several additional items were being required by MoDOT after the transportation project plans were reviewed in more detail. This included replacing existing signal equipment at a cost of approximately $800,000.

o Material costs for all construction, particularly road-related projects, have increased dramatically. According to the district representative, a construction cost index reported a 9.5 percent increase from 2004 to 2005 and an 11.9 percent increase in 2006.

I was confused by these explanations, since my understanding was that all three had been refuted quite a while ago.

For example, it is well documented that the Creve Coeur Fire Protection District did not appreciate being publicly blamed for the TDD Board's own inadequate right-of-way planning. In fact, the Fire District wrote a pointed letter (see attached), stressing that "...*During the course of the last several weeks, the local press has unfairly and unreasonably portrayed the Fire District as having delayed and obstructed the efforts of the Transportation Development District (TDD)."*

So the TDD's public rationale seemed very odd to under these circumstances -- and caused me to take a closer look at the board's other responses to the State Auditor, especially those addressing the TDD's chronic multi-million-dollar cost overruns.

For instance, the reasons behind the Olive Blvd. TDD's cost increases seem to be likewise redirected -- and now attributed, at least in part, to MoDOT's last-minute changes.

This is confusing because you sent an email (see attached) to me -- as well as the Chamber of Commerce, the Creve Creve Coeur City Administrator and the Creve Coeur Fire District -- verifying that MoDOT had not changed its requirements at all.

In fact, you clearly pointed out in your email that MoDOT still had not given the TDD Board any official approval to date (as of August 6, 2007). Now the Missouri Auditor is stating, based on information provided by the Olive TDD Board, that MoDOT is the reason for at least $800,000 in additional TDD costs.

Is that an accurate statement?

Finally, the issue of how much construction costs have increased is similarly confusing.

For instance, the State Auditor reports -- according to the Olive Blvd. TDD Board -- that construction costs in 2006 generally increased 11.9 percent. Yet, according to the July 14, 2006, Olive Blvd. TDD Board minutes (see attached) , MoDOT had seen a "statewide increase of 7 percent in the cost of it projects over recent estimates." Can you help clarify what percentage figure would be accurate for 2006?

As we continue to monitor the existing Olive Blvd. TDD -- and carefully consider a newly proposed Graeser/Olive TDD -- we must try to sort through these questions and inconsistencies as part of our ethical and fiduciary responsiblities as City Council members.

So thank you, as always, for your hard work in our city and for helping the City of Creve Coeur make Olive Blvd. the best that it can be for our citizens and businesses.

Sincerely,

Laura Bryant
Ward 4/Creve Coeur City Council

Creve Coeur FIRE PROTECTION DISTRICT
Administrative Center • 11221 Olive Boulevard • St. Louis, Missouri 63141-7652
Office (314) 432-5570 • Fax (314) 432-2367

July 20, 2007

Harold Dielmann, Mayor
Chairman of TDD
300 North New Ballas Road
Creve Coeur, Missouri 63141

Dear Mayor Dielmann:

The City of Creve Coeur and the Creve Coeur Fire Protection District have maintained an outstanding working relationship for many years. The City has undergone substantial growth and development and the Fire District has endeavored to provide the highest quality of services to those residents of the City that the Fire District serves. During the course of the last several weeks, the local press has unfairly and unreasonably portrayed the Fire District as having delayed and obstructed the efforts of the Transportation Development District (TDD) to develop certain portions of the City of Creve Coeur as set forth below.

The actual facts are as follows: TDD requested that the Fire District convey to it a strip of land owned by the Fire District on the south side of Olive Street Road directly in front of Firehouse #1. The Fire District informed the TDD that a transfer of this land would severely limit the present use of Firehouse #1, since the Fire District would not be able to service and maintain its equipment on its front ramp. Firehouse #1 currently does not have sufficient property to service and maintain its vehicles and equipment on any other part of the property. Alternatives to this problem have been discussed with you in your capacity as the Chairman of the TDD. You suggested that we consider acquiring land behind our firehouse to conduct the maintenance and service activities presently performed on the front ramp. This is an option which may be viable and certainly will be considered if such land is made available to the Fire District. The Fire District welcomes continued conversations with representatives of the TDD and/or the City. However, I am certain, you recognize and understand that the Directors of the Fire District cannot commit to a transfer of property which will have a significant negative impact on the operation of the firehouse which could result in the endangerment of the lives and property of the citizens that we serve.

Very truly yours,
CREVE COEUR FIRE PROTECTION DISTRICT
Ron Olshwanger
Ronald Olshwanger,
Chairman of the Board of Directors

From: Karen.Yeomans@modot.mo.gov [mailto:Karen.Yeomans@modot.mo.gov]
Sent: Monday, August 06, 2007 3:16 PM
To: Laura Bryant
Cc: Vi Smith; Carl Lumley; Mark Perkins; Ron Olshwanger Creve Coeur Fire District
Subject: Re: Clarification requested from MoDOT

Ms. Bryant,

I checked our records and the first time we received any design plans (different from the traffic study) from CBB is June 2005 (I am double checking that with CBB).

We did not give Koman any approval of design plans prior to that, and actually have not given them any official approval at this point in time. The first time that right of way issues usually comes up is when we start reviewing the construction plans. Prior to that point it time it is very difficult to know exactly how much right of way is needed for a project because you don't have those detailed plans.

Please let me know if that answers your question.

Karen Yeomans, P.E.
Area Engineer, West St. Louis County
Missouri Department of Transportation
1590 Woodlake Drive,
Chesterfield, MO 63017
314-340-4356

OLIVE BOULEVARD
TRANSPORTATION DEVELOPMENT DISTRICT
MEETING OF THE BOARD OF DIRECTORS

July 14, 2006

Creve Coeur Government Center
300 North New Ballas Road
Creve Coeur, Missouri 63141

A meeting of the Board of Directors of the Olive Boulevard Transportation Development District (the *"District"*) was held on Friday, July 14, 2006 at the Creve Coeur Government Center.

Those Directors present included: Harold Dielmann, Dan O'Connor, Theresa Lynch, Beth Kistner, and Robert Haddenhorst. Directors absent: Paul Chesterton and Debra Meyer.

Advisors present: Michael Bardot, St. Louis County Department of Highways & Traffic, and Karen Yeomans, Missouri Department of Transportation. Advisors absent: None. Others present included: Dan Smith, Creve Coeur Finance Director, Robert Klahr, Armstrong Teasdale, Ronna Alaniz, MUNI Financial, and members of the general public, including Charles Gillum and Leo Anglo.

1. OPENING

Chairman Dielmann called the meeting to order at 8:06 a.m.

2. APPROVAL OF MINUTES

APPROVAL OF MINUTES OF MEETING OF BOARD OF DIRECTORS HELD JULY 6, 2006

Mr. O'Connor noted that, in the second paragraph of Section 3.A. of the draft minutes, two references to "Mr. Chesterton" should be revised to "Mr. O'Connor". Motion made by Beth Kistner and seconded by Dan O'Connor to approve the minutes as corrected. Motion approved 5-0.

3. PUBLIC COMMENTS

Motion made by Bob Haddenhorst and seconded by Theresa Lynch to move Section 3 to the end of the agenda. Motion approved unanimously 5-0.

4. OLD BUSINESS

A. APPOINTMENT OF INTERIM DIRECTORS TO REPLACE DEBRA MEYER WHOSE TERM EXPIRES ON SEPTEMBER 17, 2008 AND PAUL CHESTERTON WHOSE TERM EXPIRES ON SEPTEMBER 17, 2007

Motion by Dan O'Connor and seconded by Beth Kistner to nominate Charles Gillum to replace Paul Chesterton as an interim director and Leo Anglo to replace Debra Meyer as an interim director. There being no further nominations, the motion was approved unanimously 5-0.

Mr. Gillum and Mr. Anglo assumed their positions as interim directors.

B. DISCUSSION OF BUDGET FOR TRANSPORTATION PROJECT

Dan O'Connor reviewed a packet of information that he had previously distributed to the Board members. He explained that the final page of the packet provided a comparison of the original budget for the Transportation Project with the current budget, which shows that the budget as increased from $4,500,000 to $5,361,496 without accounting for additional work that is now being required. He stated that the original estimate of the Transportation Project was prepared in 2003 based upon the preliminary plans that were attached to the traffic study prepared by Crawford Bunte Brammeier.

Mr. O'Connor reviewed the detailed estimates prepared in 2003 as follows: (1) various portions of the Transportation Project were estimated at $4,500,000 and were to be financed by the TDD Bonds; (2) additional work on the tree grates and landscaping was estimated at $844,630 and was to be financed by the TDD Bonds; and (3) the Developer Project was estimated at $730,250.

Mr. O'Connor then identified the various sources of funds for the Transportation Project, which total $6,763,000. He noted that a portion of the proceeds of the TDD Bonds was intended to be used for tree grates and landscaping when the 2003 estimates were prepared, but that 2003 estimate did not include the additional costs that have been identified in connection with the Ameren UE substation screening and the work on the duct bank switches.

Mr. O'Connor then explained that the current cost estimate for the Transportation Project based upon the current bid amount. He stated that the cost estimate is based upon a combined bid of the Transportation Project and the Developer Project as one job, which would allow for cost savings. He stated that the current estimate of the Transportation Project is $5,361,496 plus additional work of $1,833,050 that is being required by MoDOT and the Metropolitan St. Louis Sewer District, which results in a total estimated cost of $7,194,546.

Mr. O'Connor explained that some of the delay in the review and approval of plans for the Transportation Project has involved the need to place any relocated utilities within an additional 6 foot wide utility corridor outside of the existing Olive Boulevard right of way. He explained that the utilities will likely be placed under the sidewalks.

Karen Yeomans indicated that MoDOT's requirement of a utility corridor is nothing new and that the District's engineers have been aware of this requirement for some time. Mr. O'Connor indicated that there are other instances in which MoDOT has relaxed these requirements to some degree. He also indicated that there are certain choke spots that will create difficulty in providing the necessary utility corridor, such as the Trader Joe's property, where there is an agreement in place that no parking will be taken. He indicated that various solutions are being discussed, including using narrower traffic lanes in that area or providing a narrower utility corridor.

Leo Anglo asked if the screening of the Ameren UE substation and the pedestrian crossing on New Ballas Road at Studt Avenue were being eliminated from the Transportation Project. Mr. O'Connor indicated that the substation screening is being eliminated, but that the pedestrian crossing has been combined with the installation of the new traffic signal at New Ballas Road and Studt Avenue.

Theresa Lynch noted that the current estimate of the cost of that portion of the Transportation Project adjacent to the Dierbergs is $629,000. She asked if Dierbergs would be willing to increase its contribution to the District by $29,000 to pay for those costs. Mr. O'Connor indicated that the Developer and Dierbergs are working on a memorandum of understanding that would address this, but that there are other outstanding issues that need to be resolved, including concerns about truck access to the Trader's Joes restricting access to Dierbergs. Mr. O'Connor indicated that the Developer is considering a plan to level the old Imo's property to provide Rafco an additional six feet along its western property line to shift parking from the eastern edge so that trucks can access Trader Joe's from the east side of the Rafco property without blocking Craig Road. He stated that this would be an interim solution until a resolution can be reached regarding the BP Amoco property.

Mr. O'Connor explained that St. Louis County Department of Highways & Traffic originally agreed with this plan, but then changed its position. Michael Bardot stated that the County Department of Highways & Traffic agreed to consider the design, but that when it received the proposed plans, it determined that the proposed plans were a deviation from the County's design standards and provided its comments accordingly. Mr. O'Connor indicated that there have been no changes to the design since December of 2004 when representatives of the Developer met with Rich Beckmann of the County Department of Highways & Traffic.

Chairman Harold Dielmann suggested that Mr. O'Connor and the District's engineers should meet with Mr. Bardot and representatives of the County Department of Highways & Traffic in the next couple of weeks to try to resolve this issue.

Ms. Lynch asked Karen Yeomans to explain the additional work required by MoDOT. Ms. Yeomans stated that the additional lighting required at signalized intersections has always been part of MoDOT's standards. She also stated that the traffic cameras were part of the original traffic study. Mr. O'Connor stated that the original traffic study did not address the work on traffic cameras to this extent. Ms. Yeomans indicated that she and Mr. O'Connor continue to disagree on this issue. She stated that there needs to be a way for the cameras to communicate with MoDOT's Traffic Management Center and she assumed that the District's engineers would have taken this into account. Ms. Yeomans also stated that the replacement and upgrade of existing traffic signals is necessary because the existing signals do not fit the new roadway design. Mr. O'Connor agreed that some of the signals fall into this category, but that MoDOT is requiring that others be replaced because they are near the end of their useful life, even though they are not being touched. Ms. Yeomans indicated that the entire traffic signal system needs to work in an integrated fashion.

Beth Kistner asked why the additional MSD work was required. Mr. O'Connor explained that this was due to the age of the system and the amount of new businesses coming on line in the area. He stated that the existing system is inadequate to provide drainage for a three-lane Olive Boulevard. Ms. Kistner asked if MSD was consulted about the Transportation Project. Mr. O'Connor stated that MSD was not consulted, but that he did consult with MoDOT, Ameren UE and SBC.

Chairman Dielmann asked about the additional cost of $791,598 for north and south widening of Olive Boulevard. Mr. O'Connor indicated that he only anticipated a third lane being required on the north side of Olive Boulevard from Craig Road to CityPlace Drive. He stated that the current plans call for a third lane on the south side of Olive Boulevard from the Fire Protection District property to Craig Road and a third lane on the south side of Olive Boulevard going eastbound from Craig Road. He stated that $450,000 of the original $1,000,000 of Subordinate TDD Obligations were earmarked for the Olive Boulevard widening. Ms. Kistner asked why there was a cost overrun of over $341,000 from $450,000 to $791,000. Mr. O'Connor stated that the cost of materials has increased and that work is now being required on other properties that are not within the boundaries of the District.

Mr. O'Connor stated that MoDOT's maintenance costs will increase as a result of the Transportation Project. He indicated that this may have resulted in some of the upgrades or additional requirements that were not originally anticipated. He cited as an example the upgraded cameras and video detection equipment required to be installed on separate poles at every intersection. Ms. Yeomans indicated that this is in keeping with MoDOT standards. Mr. O'Connor indicated that there are many projects where some of these requirements are not met. He stated that he expected some assistance from MoDOT, the County and the City with respect to some of these requirements. He acknowledged that MoDOT has made some accommodations since its original five-page list of comments to the plans.

Mr. O'Connor stated, however, that the City did not assist with grant applications or upgrades to bus stops, pedestrian crossings and landscaping, as had been discussed. He also noted that the legal, design and engineering costs have far exceeded expectations.

Mr. Anglo stated that, as the general manager of Vincent's Jeweler, he was involved at the beginning of the discussions regarding the District, which resulted in the TDD Sales Tax being set at ½% instead of 1%. He stated that Vincent's is probably one of the larger sales tax generators in the District and that Vincent's volunteered to come into the District even though the property owner did not wish to join the District. He indicated that there were several options for the Board to consider: (1) how do we increase revenues; (2) how do we reduce costs or cut projects; or (3) how do we find other sources of revenue.

Mr. O'Connor indicated that he sees two alternatives: (1) drop certain projects or (2) provide TIF assistance. Bob Haddenhorst stated that the Developer will benefit tremendously from the Transportation Project. He also indicated that he believed that there may be some possible cost-savings in working with MoDOT on design issues.

Ms. Yeomans indicated that a fiber optic interconnection is planned already as an upgrade to alternate routes that are expected to be used during the I-64 construction. She stated that, if the right-of-way for the utility corridor is obtained, MoDOT will do the related utility work and save the District some money. She indicated that she anticipates bid letting in October, award of a contract in November, commencement of the work in January and completion by June. She stated that this could save the District approximately $200,000 to $300,000.

Mr. Anglo asked if MoDOT can help with the cost of replacing traffic signals that are near the end of their useful life. Ms. Yeomans indicated that there is not enough money in the budget and that these traffic signals are not a high enough priority for MoDOT. She added that the upgraded signals will add on-going maintenance costs to MoDOT's budget, along with the maintenance of additional pavement required by the design plans.

Ms. Yeomans noted that the cost overruns faced by the District are not unusual given MoDOT's experience with other recent projects. She stated that MoDOT has seen a state-wide increase of 7% in the cost of its projects over recent estimates.

Mr. Haddenhorst reiterated that the Developer will benefit from the Transportation Project. He also stated that the cost overruns are a fact and that the costs will only continue to increase. He stated that he sees three possible alternatives: (1) cut the scope of the Transportation Project; (2) seek alternative financing; and (3) have the Developer contribute more money. He asked how much more money the Developer is willing to contribute to the Transportation Project. Mr. O'Connor stated that the Developer is not willing to contribute additional money to the Transportation Project, but that he is willing to discuss this outside the context of the District's Board meeting. Chairman Dielmann indicated that the entire City will benefit from the Transportation Project. Ms. Kistner stated that, based upon the information provided by Mr. O'Connor the amount of the cost overruns on the Transportation Project and the Developer Project is approximately $1,500,000.

At that time, Mr. O'Connor distributed to the Board members a summary of the Missouri Real Property Tax Increment Allocation Redevelopment Act. He stated that the summary had been prepared by Robert Klahr in January of 2005 and that he had obtained a copy of this summary from Armstrong Teasdale's web site. He asked that the Board members review the summary after the meeting.

C. DISCUSSION OF NEGOTIATIONS TO ACQUIRE CERTAIN REAL PROPERTY LOCATED AT 11561 AND 11563 OLIVE BOULEVARD

Motion made by Mr. O'Connor and seconded by Ms. Kistner to defer this discussion until the next Board meeting. Motion approved unanimously 7-0.

5. NEW BUSINESS

A. REVIEW AND ACCEPTANCE OF A FINANCIAL REPORT PREPARED BY MUNI FINANCIAL FOR THE TWELVE MONTH PERIOD ENDED JUNE 30, 2006

Motion made by Ms. Lynch and seconded by Ms. Kistner to accept the financial report. Mr. Anglo asked if the TDD Sales Tax revenues are on line with projections. Dan Smith indicated that the TDD Sales Tax revenues have been about 10% above the projections. There being no further discussion, motion approved unanimously 7-0.

B. RESOLUTION NO. 06-009 – A RESOLUTION APPROVING OPERATING FUND DISBURSEMENT REQUEST NO. 4 IN THE AMOUNT OF $8,497.90; AND ACTIONS IN CONNECTION THEREWITH

Motion made by Ms. Kistner and seconded by Ms. Lynch to adopt the Resolution as presented. Ms. Lynch noted for the record that this request included an invoice from Armstrong Teasdale in which the District was billed for approximately six hours of time totaling $1,200 for the District's response to a Sunshine Law request. Ms. Kistner asked if the documents had been provided as requested. Mr. Klahr explained that he was in the process of arranging a mutually agreeable time for the documents to be reviewed. There being no further discussion, motion approved unanimously 7-0.

C. DISCUSSION REGARDING TAPE RECORDING OF BOARD MEETINGS

Chairman Dielmann indicated that he sees no need to tape record the District's Board meetings. Ms. Kistner agreed, but stated that she would support the tape recording of meetings if it is simple and would result in little or no cost to the District. She stated that her support of tape recording meetings would be based on the understanding that the prepared meeting minutes would no longer need to be a detailed summary of the discussions held, but would rather be limited to the official votes and other formal actions taken by the Board.

Mr. Anglo asked if the Board had directors and officers liability insurance. Mr. Klahr indicated that the District did carry such insurance. He also asked if this was a public hearing. Ms. Kistner explained that it was a pubic meeting, although not a public hearing. Mr. Anglo noted that he is recording the Board meeting and thought it was helpful for him to fulfill his duties as a Board member. Ms. Lynch stated that she has no problem with the Board meetings being tape recorded. Ms. Kistner asked whether this would be feasible for the City staff. Mr. Smith stated that there would be no problem recording the

District's meetings. Mr. Haddenhorst echoed the approval of the other Board members for tape recording the meetings.

Motion by Ms. Kistner and seconded by Mr. Anglo to utilize the City's facilities for tape recording of District Board meetings and to change the format of the meeting minutes to limit them to the basic proceedings of the meetings. Motion approved unanimously 7-0.

6. OTHER NEW BUSINESS

A. Mr. O'Connor indicated that the Developer had not yet applied for an extension for the deadlines to commence and complete the Developer Project as required by the Transportation Development Agreement. He stated that this needs to be done at the next City Council meeting. Ms. Kistner asked whether the Developer had already commenced the Developer Project. Mr. O'Connor indicated that the Developer had, but it was beyond the date provided for in the Transportation Development Agreement. Chairman Dielmann asked if that matter would be addressed by the City Council. Mr. Klahr indicated that previously such a request was considered solely by the City Council and were granted as a limited waiver by the City of that particular requirement of the Transportation Development Agreement. He indicated that he believed it would be the same process in this case. He indicated that he would contact City Attorney Carl Lumley to discuss this matter.

B. Ms. Lynch asked Ms. Yeomans if the delay in the Transportation Project would create issues for the I-64 construction. Ms. Yeomans indicated that MoDOT is trying to limit other work on alternate routes as much as possible during the I-64 construction. Chairman Dielmann asked what the status of commencement of the Transportation Project. Mr. O'Connor indicated that the Developer Project has begun and that the duct bank work has been let and will begin shortly.

C. Mr. Klahr indicated that there is a vacancy in the position of Executive Director, which position was formerly held by Paul Chesterton. He indicated that the Board would need to consider appointment of a new Executive Director. Motion by Ms. Lynch and seconded by Ms. Kistner to appoint Charles Gillum as Executive Director. There being no other proposed appointments, motion approved unanimously 7-0.

3. PUBLIC COMMENTS

None.

7. ADJOURNMENT

There being no further business to conduct, motion made by Ms. Kistner and seconded by Mr. Haddenhorst to adjourn. Motion approved unanimously 7-0. The meeting was adjourned at 9:32 a.m.

Elizabeth Gillum

Secretary of the Olive Boulevard
Transportation Development District

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April 14, 2011

VIA EMAIL (dryan@ci.creve-coeur.mo.us)

City of Creve Coeur, Missouri
300 North New Ballas Road
Creve Coeur, Missouri 63141
Attention: Mayor Harold Dielmann

Olive Boulevard Transportation Development District
300 North New Ballas Road
Creve Coeur, Missouri 63141
Attention: Chairman Harold Dielmann

RE: Update on Olive Boulevard Transportation Development District Developer Project

Mayor Dielmann, Members of the Creve Coeur City Council and Fellow Members of the Olive Boulevard Transportation Development District Board of Directors:

The following is a brief summary of the status of the Developer Project submitted in accordance with Section 7.2 of the Second Amended and Restated Transportation Development Agreement, dated as of October 1, 2010 (the "Development Agreement"), between the City of Creve Coeur and The Koman Group, L.L.C. ("TKG").

TKG has commenced construction of the road to parallel Olive Boulevard between Craig Road and CityPlace Drive (the "Connector Road"), Item #4 of the Developer Project. The schedule for completion has suffered from some moderate delays due to extremely uncooperative weather conditions over the first calendar quarter of 2011 and an unforeseen contingency necessitating the relocation of a portion of the storm water sewer lines beneath the Connector Road. This relocation was permitted by MSD and completed last week. We are currently in the process of installing concrete forms and pouring the concrete base for the Connector Road and forecast placement in service on or about May 1, 2011, subject to cooperative weather conditions.

Respectfully,
THE KOMAN GROUP, L.L.C.

Garrick R. Hamilton
General Counsel

cc: Mark Perkins, City Administrator
Carl Lumley, City Attorney
Robert Klahr, Olive Boulevard TDD General Counsel
Dan O'Connor, The Koman Group, L.L.C.