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AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, June 27, 2011
7:00 PM

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PROCLAMATION – John May

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

The regularly scheduled Council Meeting of July 25, 2011 has been cancelled.

1. CONSENT AGENDA

a. **Council Minutes dated June 13, 2011**

b. **Acceptance of Donation from Barnes-Jewish West Hospital for the Creve Coeur Joint Crime Prevention Partnership Program**
Summary: The objective of the Creve Coeur Joint Crime Prevention Partnership Program is to promote crime prevention techniques within the private and corporate sectors. The Police Department will be requesting the yearly dues from Barnes-Jewish West Hospital, one of our partners in the Creve Coeur Joint Crime Prevention Partnership. In keeping with City Ordinance 5184, the request for donations is hereby submitted to the City Council for approval, to solicit and accept dues for 2011 and 2012 totaling $10,000. All funds collected are used for educational and safety-related programs for the entire community.

c. **Resolution No. 968 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With St. Louis County Regarding A Community Development Block Grant For ADA Compliant Improvements To The Creve Coeur Government Center.**
Summary: Approval of this resolution will allow staff to pursue CDBG Grant Funding which will be used to construct ADA compliant upgrades to the Government Center.

BILLS PAYABLE REPORT, FOR INFORMATION ONLY

For Information Only
Summary: A report of bills payable dated June 22, 2011 in the amount of $275,153.76 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5303 - An Ordinance to Adopt the International Property Maintenance Code, 2009 Edition. Final Reading and Passage**
Summary: The building division is proposing the implementation of an apartment re-occupancy program. St. Louis County and other municipalities have had residential re-occupancy programs for years and have adopted the International Property Maintenance Code to establish minimum requirements and standards for maintaining existing residential dwelling units in a code-compliant manner.

3. **Bill No. 5304 - An Ordinance to Revise The Miscellaneous Fees Portion Of the Community Development And Public Works Fee Schedule (Appendix B to Title IV). Final Reading and Passage**
Summary: This revision is needed to address fees specific to the apartment re-occupancy program. Staff has proposed a reduction in the originally proposed fee.

4. **Bill No. 5313 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading and Passage**
Summary: Fiscal Year 2011 budget adjustment No. 5 for appropriations and unappropriations from operating departments.

5. **Bill No. 5314 - An Ordinance Adopting The Annual Budget For The City Of Creve Coeur For The Fiscal Year 2012 Commencing July 1, 2011 And Appropriating Funds Pursuant Thereto. Final Reading and Passage**
   Summary: An ordinance adopting the annual budget for the City of Creve Coeur for FY 2012. http://www.creve-coeur.org/index.aspx?nid=525

6. **Bill No. 5315 - An Ordinance Approving A New Conditional Use Permit For An Automated Teller Machine Pursuant To Section 405.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The First Community Credit Union Located Within The "GC" General Commercial Zoning District At 10950 Olive Boulevard. Final Reading and Passage**
   Summary: Rick Strutman, on behalf of First Community Credit Union, is requesting a conditional use permit for updating and relocating the automated teller machine (ATM) to a new location, and site development plan approval for landscape and site improvements to the property located at 10950 Olive Boulevard. Section 405.360(C)(4), drive-in sales of goods or services including any freestanding drive-in banking facilities in the "GC", General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Planning and Zoning recommended approval at the June 6, 2011 meeting.

7. **Bill No. 5316 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Reestablishing And Making Public Previously Established Methods Of Disclosing Potential Conflicts Of Interest And Substantial Interests Pursuant To Section 105.485 Of The Revised Statutes Of Missouri. Final Reading and Passage**
   Summary: The City has previously established methods of disclosing potential conflicts of interest and substantial interest pursuant to Section 105.485 of the Revised Statutes of Missouri and codified such methods at Section 130.090 of the Code of Ordinances. The Statutes require the City to reestablish such matters by September 15, 2011.

NEW BUSINESS

8. **Bill No. 5317 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri To Name A Street Which Runs North And South Between The Olive Boulevard/West Oak Traffic Signal And Office Parkway, "Office Parkway North". First Reading**

Summary: The identified street currently does not have a name, and although there are no properties or addresses that front this road, the road remains unidentified at both Olive and Office Parkway.

9. **Bill No. 5318 - An Ordinance Amending And Restating The Provisions Of The Defined Benefit Retirement Plan For Employees Of The City Of Creve Coeur, Including By Adding The Requirement Of Employee Contributions. First Reading**
   Summary: Pursuant to the proposed budget for Fiscal Year 2012, an employee contribution to the defined benefit pension plan will be created, effective July, 2011, in the amount of 1% of salary. As proposed, the percentage of employee contribution will increase by one-half of one percent each year until it reaches 3% of salary in year five.

10. **Resolution No. 969 - A Resolution Authorizing The City To Become An Environmental Protection Agency (EPA) Green Power Partner And To Initiate An EPA Green Power Community (GPC) Challenge In The City Of Creve Coeur.**
   Summary: The City is considering whether or not to pursue becoming an EPA Green Power Partner by purchasing wind power Renewable Energy Credits to offset 10% of its electric use and to initiate an EPA Green Power Community Challenge to encourage businesses and residents to support renewable energy.

11. **Resolution No. 970 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With M & H Concrete Contractors, Inc. For Concrete Slab Repairs Related To The Street Repair Program For The 2012 Fiscal Year For $442,016.75.**
   Summary: Competitive bids were received for the annual concrete pavement replacement program, and City staff recommends award of the contract to M & H Concrete Contractors, Inc.

12. **Resolution No. 971 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Ford Asphalt Company, Inc. For Asphalt Pavement Resurfacing Related To The Street Repair Program For The 2012 Fiscal Year For $260,648.72.**
   Summary: Competitive bids were received for the City's annual asphalt pavement resurfacing project, and City staff recommends award of the contract to Ford Asphalt Company, Inc.

13. **Resolution No. 972 - A Resolution Authorizing The Purchase Of The City's Insurance Coverages For The Year Beginning July 1, 2011.**
    Summary: Insurance coverages for 2011-2012.

BUSINESS FROM THE MAYOR and CITY COUNCIL

14. **Informal Vetting Process**
    Summary: Requested by Charlotte D'Alfonso

BUSINESS FROM CITY ADMINISTRATOR

15. **Transportation Development District Updates**
    Summary: Staff will provide an update on the Olive and the Olive Graeser TDDs.

16. **2010 Census**
    Summary: Staff has prepared a report of the 2010 Census as it relates to ward data and potential redistricting.

17. **Discussion of potential text amendment to allow smoking shelters.**
    Summary: Staff have reviewed Ordinance #5158 (smoking in public places prohibition) for ways to make smoking shelters possible. A draft ordinance is offered for discussion only and examples of shelters are provided.

18. **Reciprocal Resident Golf - Ballwin**
    Summary: Staff has been working with Ballwin to begin a reciprocal agreement whereby residents of both communities will be able to play golf at both the Creve Coeur and Ballwin golf course at resident rates.

19. **Council Email**
    Summary: Staff will discuss changes to City Council email.

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 6/23/2011
Deborah Ryan, MRCC
City Clerk

Whereas, Dr. John May has served as the Chair of the Creve Coeur Climate Action Task Force since its inception in September 2008 and the Chair of the Cool Cities Subcommittee prior to that; and

Whereas, Dr. May has been the catalyst of Creve Coeur's climate action initiatives including the completion of the first municipal Greenhouse Gas Inventory in the St. Louis region, the development of a Climate Action Plan to reduce Creve Coeur's greenhouse gas emissions by 20% by 2015, and the implementation of several of the programs identified in that plan; and

Whereas, Dr. May has tirelessly devoted many hours to lead these initiatives over the past four years; and

Whereas, these initiatives have already helped the City to achieve significant reductions in its greenhouse gas emissions, save tens of thousands of dollars in annual energy costs, and become a recognized climate action leader in the region; and

Whereas, Dr. May has demonstrated sensitivity for doing what is best for the entire community, and he has shown courage in expressing his convictions and in dealing with complex issues.

Now therefore, I, Mayor Harold L. Dielmann, express sincere appreciation to Dr. John May on behalf of the City for his distinguished service, and highly commend him for the manner in which has served the City of Creve Coeur.

MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, June 13, 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 Mayor Dielmann at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, June 13, 2011.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

INVOCATION

Mayor Dielmann said the invocation.

ROLL CALL

The following members were in attendance:

Harold Dielmann	Mayor
Mr. Kreuter	Council Member Ward I
Mr. Wang	Council Member Ward II
Mrs. Nealey	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Dr. Hoffman	Council Member Ward III
Dr. Saunders	Council Member Ward IV
Mrs. Rhoades	Council Member Ward IV

* - Council Member Kistner was absent.

COMMENTS FROM THE GENERAL PUBLIC

Robert Kent resident of 13084 Fern Trails Lane asked what the charge for labor was as listed in the Capital Improvement Plan.

Jim Heines stated the charge is for labor to prepare the streets for micro surfacing. Using outside labor to prepare the streets for micro surfacing allows the City crews to stay on task with routine items such as limb chipping and mowing and to deal with unexpected issues that arise.

PUBLIC HEARING

The City Council will Hold a Public Hearing on the Proposed FY 2012 City Budget.

A presentation was made by Mark Perkins, City Administrator regarding the FY 2012 proposed City Budget.

The following residents spoke regarding the proposed budget:

- Robert Kent
- David Caldwell
- Lynn Berry
- Tony Kardis
- Mel Klearman
- Thomas Grote

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

ACCEPTANCE OF AGENDA

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

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye

The vote on the motion being 7 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 AGENDA

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

a. **Council Minutes dated May 23, 2011**

b. **Resolution No. 964 - A Resolution Authorizing The Execution Of A Cooperation Agreement Between The City Of Creve Coeur And St. Louis County, Missouri To Authorize The County To Administer A Residential Energy Efficiency Loan Program In The City Of Creve Coeur.**

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

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

BILLS PAYABLE REPORT

For Information Only.

Summary: A report of bills payable dated June 9, 2011 in the amount of $250,255.69 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5303 - An Ordinance to Adopt the International Property Maintenance Code, 2009 Edition. First Reading**

Mark Perkins stated after meetings with property owners and listening to concerns in March staff has decided to move the start date for this program to January 2012.

Steve Unser stated back in October of 2010 staff presented to Council an apartment occupancy program. This began over some personal injury claims on different properties located in the City. The Building Code of Appeals Board reviewed the proposed program and recommended to forward the program to Council. Building Department staff has met with apartment managers to hear their concerns with the program and staff has made some changes due to those meetings.

Council Member Rhoades stated she noticed that the fee for the inspection is $80 for an apartment and a commercial building is $65 and asked why the discrepancy.

Steve Unser stated typically with commercial building projects there are additional fees with a building permit for additional inspections. If there is no building permit issued there is a requirement for a reoccupancy inspection. Because there is an established reoccupancy program for commercial property already in place and it has been for years, the Building Department has a good handle on the history of the buildings.

Council Member Rhoades stated she would like to see that the fees are looked at again to possibly bring the apartment fees in line more with other inspection fees.

Council Member Wang asked if there would be any reason that we could have this program for a limited time.

Steve Unser stated he doesn't know of any other municipality occupancy program that is on a time limit.

Council Member Nealey stated back in March the apartment/property managers indicated that the staff is drastically underestimating the increase in work load this is going to be for the Building Department and asked if that concern has been addressed.

Steve Unser stated staff reviewed and has changed the time an occupancy permit is effective from three months to a year to accommodate short term leases.

Mark Perkins stated the plan is to begin the program with existing staff and hire a part time clerk position but there is the possibility of needing an additional part time code enforcement officer in the future.

Steve Unser stated the expectation is that the apartment inspections will be completed in the same time frame as any other occupancy inspection.

Council Member Kreuter asked if the procedure would be not to issue the certificate of occupancy unless all repairs are made.

Steve Unser stated as long as there aren't any life safety issues then a temporary certificate could be issued until the issues are resolved.

Celeste Rueter of St. Louis Association of Realtors stated her concerns that she voiced at the March 2011 Council meeting still stand and requested that the bill be modified to set a definite timeline for when the occupancy program would be expanded to include all residential properties.

Carla Powell property manager for Kings Landing stated she feels that the fee structure is too high as the costs will just be passed along to the renters. Ms. Powell requested that Kings Landing be exempt until their structure becomes ten years old.

Steve Unser stated he is not aware of any exemptions that exist in any other municipalities due to the age of the building. Even though it is a new building there would be a few violations like items being stored in a hallway or stairwell.

Tony Kardis resident of 678 Graeser Road stated the City is treading on dangerous ground with this and it is infringing on property owner's rights. This is only going to accelerate the teardown rate in the City and increase storm water and other issues.

Amy Burnley property manager for Waterford Downs stated she often rents apartments sight unseen to move in within 48 hours. She is asking the City to be aware of situations like this arise and will need provisions to get items addressed.

Steve Unser stated he feels that staff can accommodate those types of request on an as needed basis.

3. **Bill No. 5304 - An Ordinance to Revise The Miscellaneous Fees Portion Of the Community Development And Public Works Fee Schedule (Appendix B to Title IV). First Reading**

City Clerk read Bill No. 5304 for the first time.

4. **Bill No. 5311 - An Ordinance Repealing Ordinance Number 1921 And Approving A New Conditional Use Permit For An Automotive Dealership Pursuant To Section 405.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The Lou Fusz Fiat Located Within The "GC" General Commercial Business District At 900 N. Lindbergh Boulevard. Final Reading and Passage**

City Clerk read Bill No. 5311 for the final time.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5311, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5311 becomes Ordinance No. 5194.

5. **Bill No. 5312 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading and Passage**

City Clerk read Bill No. 5312 for the final time.

Council Member Kreuter moved, seconded by Council Member Hoffman to approve Bill No. 5312, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5312 becomes Ordinance No. 5195.

NEW BUSINESS

6. **Bill No. 5313 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading**

City Clerk read Bill No. 5313 for the first time.

7. **Bill No. 5314 - An Ordinance Adopting The Annual Budget For The City Of Creve Coeur For The Fiscal Year 2012 Commencing July 1, 2011 And Appropriating Funds Pursuant Thereto. First Reading**

City Clerk read Bill No. 5314 for the first time.

8. **Bill No. 5315 - An Ordinance Approving A New Conditional Use Permit For An Automated Teller Machine Pursuant To Section 405.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The First Community Credit Union Located Within The "GC" General Commercial Zoning District At 10950 Olive Boulevard. First Reading**

City Clerk read Bill No. 5315 for the first time.

Paul Langdon, Community Development Director made a presentation regarding this application. Questions and comments were presented by David Caldwell, Stuart McKaskill, Lynn Berry, and M. Leutz. The applicant's representatives provided additional information in response. Council discussed issues concerning the height and appearance of the ATM shelter and landscaping.

9. **Bill No. 5316 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Reestablishing And Making Public Previously Established Methods Of Disclosing Potential Conflicts Of Interest**

And Substantial Interests Pursuant To Section 105.485 Of The Revised Statutes Of Missouri. First Reading

City Clerk read Bill No. 5316 for the first time.

10. **Resolution No. 965 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Missouri Petroleum For Asphalt Pavement Surface Treatments Related To The Street Repair Program For The 2011 Fiscal Year For $111,557.16.**

City Clerk read Resolution No. 965.

Council Member Hoffman moved, seconded by Council Member Kreuter to approve Resolution No. 965, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye

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

11. **Resolution No. 966 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Lou Fusz Ford For The Purchase Of A 2012 Ford F-550 Diesel Powered Dump Truck For An Amount Of $50,739.00.**

City Clerk read Resolution No. 966. Mr. Perkins reported that $29,700 had been received from the insurance company due to the fire damage to the vehicle being replaced.

Council Member Hoffman moved, seconded by Council Member Rhoades to approve Resolution No. 966, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

12. Resolution No. 967 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Don Brown Chevrolet For The Purchase Of A 2012 Chevrolet 2500 Extended Cab Pickup Truck For An Amount Of $26,645.00.

City Clerk read Resolution No. 967.

Council Member Rhoades moved, seconded by Council Member Wang to approve Resolution No. 967, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

13. Post Retirement Health Benefits

Mark Perkins stated staff has provided information to Council after the discussion regarding retirement benefits at the last meeting. The numbers were last updated in 2008 and will be updated again this year. A majority of these benefits are going to retired police officers as they can retire at age 55. Dan Smith responded to questions.

14. Transportation Development District Updates

Mark Perkins stated he spoke with Steve Heitz of Pace Properties regarding the Graeser/Olive TDD and they indicated they anticipate construction will wrap up by the end of next week. There is a TDD Board meeting scheduled for next Thursday and the primary agenda items are financing options in regards to the A and B notes.

Council Member D'Alfonso asked what is being done about the double payment.

Mark Perkins stated we will be watching and reviewing that over the next several weeks.

Council Rhoades thanked Mr. Smith for his due diligence in catching that issue.

Mark Perkins stated staff is working on options for completion of some projects in regards to the Olive Blvd TDD with the remaining funds. Staff will present those at the next Planning and Zoning meeting to get their recommendation before bringing forward to the Council.

15. July 25 City Council Meeting

Mark Perkins stated we typically cancel the second meeting in July which would be July 25, 2011. If there are no objections by Council, we will cancel the second meeting in July.

Mayor Dielmann stated that the Westminster Academy baseball team won the State Championship for 2011. Last year they made it to State but didn't win.

Council Member Wang moved, seconded by Council Member Kistner to adjourn at 10:29 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Rhoades – Aye

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

Deborah Ryan
City Clerk

Harold Dielmann
Mayor

CREVE

COEUR

JOINT

CRIME

PREVENTION

PROGRAM

CONSTITUTION & BY-LAWS

ARTICLE I

Section 1: NAME

A. The official name of this organization shall be THE CREVE COEUR JOINT CRIME PREVENTION PROGRAM.

B. The Creve Coeur Joint Crime Prevention Program will hereafter be referred to as THE PROGRAM.

ARTICLE II

Section 1: PURPOSE

A. The purpose of THE PROGRAM is the continued establishment, development and implementation of educational and safety-related programs for the entire community. THE PROGRAM is geared toward enhanced relationships between public and private law enforcement with emphasis on business and government working together for the betterment of the community by the sharing of resources.

ARTICLE III

Section 1: OBJECTIVE

A. The objective of THE PROGRAM is to promote crime prevention techniques within the private and corporate sectors and to carry out this objective through mutual trust and cooperation between public and private law enforcement agencies working together for the health, safety and welfare of the community.

ARTICLE IV

Section 1: POLICIES

A. THE PROGRAM shall not endorse any political candidate, organization or product nor shall the name of THE PROGRAM or the names of its committee members be used as such in connection with any products, commercial or other interests other than those consistent with these By-Laws.

B. All funds collected in the name of THE PROGRAM shall be used for the express purposes outlined under ARTICLE II, PURPOSE, herein above.

Creve Coeur Police Department
Crime Prevention Coordinator
300 North New Ballas
Creve Coeur, Missouri 63141

Monsanto Corporate Security
Crime Prevention Coordinator-N1E
800 North Lindbergh Blvd.
Creve Coeur, Missouri 63167

St. John's Mercy Medical Center
Safety and Security Department
Crime Prevention Coordinator
615 South New Ballas Road

ARTICLE V

Section 1: PARTNERSHIPS

A. Acceptance of new program partners in THE PROGRAM shall be contingent on:

1. A favorable 2/3 majority vote of the current partnerships at a coordination committee meeting AND,

2. An entry fee paid to THE PROGRAM previously agreed upon by current partners and the proposed new partner AND,

3. The proposed partner(s) agreement in writing to adhere to the by-laws of THE PROGRAM and to provide (a) one (1) of their security officers as a crime prevention practitioner who would serve and work on THE PROGRAM Committee.

Section 2: GOVERNING BODY

A. The ultimate authority governing THE PROGRAM shall rest jointly with the Governing Body, consisting of:

1. The Chief of Police
2. The CEO or his designated representative, Monsanto Co.
3. The CEO or his designated representative, St. John's Mercy Medical Center and,
4. The CEO or his designated representative of any future partnerships in the program.

B. Any single VETO VOTE by a partner on any activity or proposal shall deem the activity or proposal before the Coordination Committee null and void.

C. The COORDINATION COMMITTEE shall consist of and be appointed by the Chief of Police and each of the respective Chief Executive Officer or his designee who is a member of the Governing Body.

1. Police Coordinator
2. Monsanto Coordinator
3. St. John's Mercy Medical Center Coordinator and,
4. Any future coordinator appointed by the appropriate member of the Governing Body.

D. The CRIME PREVENTION COMMITTEE shall consist of and be appointed by the Chief of Police and each of the respective Chief Executive Officers or his designee who is a member of the Governing Body.

1. Police Crime Prevention Officer
2. Monsanto Crime Prevention Officer
3. St. John's Mercy Medical Center Crime Prevention Officer and,
4. Any future crime prevention officers appointed by the appropriate member of the COORDINATION COMMITTEE.

ARTICLE VI

Section 1: DUTIES OF COORDINATION COMMITTEE

A. Plan, organize, direct and supervise the Crime Prevention Committee and any activities, projects or proposals that advance the purpose and objectives of THE PROGRAM.

Section 2: DUTIES OF THE CRIME PREVENTION COMMITTEE

A. Plan and carry out projects and activities as directed by the Coordination Committee and make proposals regarding such projects and activities. The Crime Prevention Committee (when working on a joint program) shall be directly responsible to the Coordination Committee and will not enter into any agreement, activity or project without the express approval of the Coordination Committee.

Section 3: ADDITIONAL DUTIES

Members of the Coordination Committee shall have additional responsibilities as follows:

A. POLICE COORDINATOR: Shall be the Coordination Committee Moderator
   - Special Programs
   - Police Matters
   - Liaison with Other Agencies
   - Liaison with the Neighborhood Watch Association
   - Liaison with the Business Watch Association

B. HOSPITAL COORDINATOR
   - Secretary to the Coordination Committee
   - Secretarial Services

C. MONSANTO COORDINATOR
   - Treasurer
   - Legal Services

D. PUBLIC RELATIONS REPRESENTATIVE TO COORDINATION COMMITTEE
   - Marketing and Public Relations
   - Photographic, Printing and Graphic Services
   - Ex-Officio Member of the Coordination Committee

E. POLICE CRIME PREVENTION OFFICER
   - Neighborhood Watch Programs
   - Business Watch Programs
   - Representative to the Bicycle Rodeo Committee
   - Public Appearances
   - Seat Belt Safety Program
   - Liaison with the Chamber of Commerce
   - Member, Gateway Crime Prevention Council
   - Member, Crime Prevention Committee
   - Chairman, Creve Coeur Days Activity Committee

F. MONSANTO CRIME PREVENTION OFFICER
- Special Corporate Programs
- Member, Crime Prevention Committee
- Member, Gateway Crime Prevention Council
- Chairman, Annual Awards Dinner Committee

G. HOSPITAL CRIME PREVENTION COORDINATOR
- Special Hospital Programs
- Member, Crime Prevention Committee
- Member, Gateway Crime Prevention Council
- Chairman, Annual Bicycle Rodeo Committee

ARTICLE VII

Section 1: VACANCY IN OFFICE

A. Any vacancy on the Coordination Committee shall be filled at the discretion of the agency Chief, CEO or designate whose member has vacated the committee.

B. Any Chief, CEO or designate may replace the representative on the Coordination or Crime Prevention Committees as deemed necessary.

ARTICLE VIII

Section 1: AMENDMENTS TO THE BY-LAWS

A. The Coordination Committee may amend the By-Laws of THE PROGRAM by a majority vote of a quorum.

B. Upon amending any By-Laws, the Coordination Committee shall notify the Governing Body with veto power within five (5) days after such vote. All members of the governing body must sign before any amendments become effective.

ARTICLE IX

Section 1: FUNDS MANAGEMENT

A. Operating funds shall be maintained in a banking account at a financial institution located within the corporate city limits of Creve Coeur, Missouri.

B. A checking account shall be maintained wherein it takes the signatures of the treasurer and the police moderator to make the checks negotiable. NOTE: At no time can the treasurer and police moderator be one and the same person.

C. The treasurer shall file a written financial report to the Coordination Committee and to the Chief of Police on a monthly basis.

D. The Coordination Committee will prepare an annual report of THE PROGRAM Activities during the past year. This report will also include a complete financial accounting.

E. The annual report shall be forwarded to ALL MEMBERS OF THE GOVERNING BODY, ALL MEMBERS OF THE CRIME PREVENTION COMMITTEE AND, to anyone deemed by the Coordination Committee to have an interest.

F. Fund expenditures from the Joint Bank Account shall be restricted to the purchase, production and distribution of materials necessary to accomplish the goals of THE PROGRAM for the rental of facilities and equipment, transportation, services and other items deemed necessary to conduct the activities and projects sponsored by THE PROGRAM.

ARTICLE X

Section 1: ANNUAL MEETING

A. While the Coordination Committee is encouraged to meet on a monthly basis, the January meeting shall be considered the required "annual" meeting of the organization.

ARTICLE XI

Section 1: AGENCY PROGRAM RESPONSIBILITIES

A. In order to distribute fairly the three main events in which THE PROGRAM is currently engaged, the events shall be divided equally as follows:

1. Police Department - Creve Coeur Days
2. Monsanto - Annual Neighborhood Watch Awards Dinner
3. St. John's Mercy Medical Center - Bicycle Rodeo

Richard E. Schnarr
Chief of Police
City of Creve Coeur

John T. Farrell

John T. Farrell
President & C.E.O.
St. John's Mercy Medical Center

Robert R. Burke
Director of Corporate Services and Security
Monsanto Chemical Company

CREVE COEUR POLICE DEPARTMENT
INTEROFFICE MEMO

DATE: June 21, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: Creve Coeur Joint Crime Prevention Partnership

The Police Department will be requesting the yearly dues from Barnes-Jewish West Hospital, one of our partners in the Creve Coeur Joint Crime Prevention Partnership. In keeping with City Ordinance 5184, the request for Donations will be submitted to the City Council for their review.

The objective of the Partnership Program is to promote crime prevention techniques within the private and corporate sectors and to carry out this objective through mutual trust and cooperation between public and private law enforcement agencies working together for the health, safety and welfare of the community. All funds collected in the name of the program are used for the continued establishment, development and implementation of educational and safety-related programs for the entire community.

Here is an explanation of our partnership and how it works:

1) The Creve Coeur Joint Crime Prevention Partnership was founded on April 3, 1989. The founding members were Monsanto Global Security and The Creve Coeur Police department.
2) St. John's Mercy Medical Center joined in September of 1991, with Barnes-Jewish West County Hospital joining in July of 2009. The partnership celebrated its 20th anniversary in 2009 with a proclamation issued by the Mayor and City Council on September 29th, 2009.
3) Each partner donates $5,000/year to the partnership. Donations over the last several years have been down due to a fairly high balance in the bank. Monsanto and St. John's have discussed the possibility of lowering the annual donations because of a decrease in available funding and the economy. The partnership currently has a balance of $16,590.00.
4) The money is usually spent on Crime Prevention activities/expenses (pamphlets, books, displays, and training). Often times our giveaways for National Night Out, the Safety Fair, and our on-line Crime Mapping are funded by the partnership.
5) Barnes-Jewish West County Hospital has not paid their dues as of yet and are requesting to donate their dues for 2011 and 2012, for a total of $10,000, or $5,000 this year and another $5,000 next year.

Our partnership has been a solid foundation for funding for the citizens of Creve Coeur allowing us to use these funds for Creve Coeur Days, National Night Out, Safety Fair, Trivia Night, and other community program. Thank you for your consideration.

Chief Glenn Eidman

RESOLUTION NO. 968

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ST. LOUIS COUNTY REGARDING A COMMUNITY DEVELOPMENT BLOCK GRANT FOR ADA COMPLIANT IMPROVMENTS TO THE CREVE COEUR GOVERNMENT CENTER.

WHEREAS, a Community Development Block Grant (CDBG) is offered to Municipalities to improve ADA facilities.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need for ADA compliant improvements to the existing facilities at the Creve Coeur Government Center

WHEREAS, a public forum was held at 5 pm, Thursday, June 16, 2011 in the Council Chambers to discuss future projects

WHEREAS, all persons will benefit from said improvements

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

1. Application shall be made under the CDBG Grant for a grant-in-aid to assist with some of the cost to provide ADA compliant improvements at the Creve Coeur Government Center.

2. That the project proposal described herein be prepared and submitted to the CDBG Grant Commission for reimbursement.

3. The governing body hereby authorizes the execution of the necessary documents for submitting the project proposal application for a grant-in-aid under the CDBG Grant Commission.

4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 27nd day of June 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan, MRCC
City Clerk

DEPARTMENT OF PUBLIC WORKS
OFFICE MEMO

DATE: June 20, 2011

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: CDBG Grant Funding Application

Public Works staff held a Public Hearing for the Application of the CDBG Grant on Thursday, June 16, 2011 at 5:00 pm. The event was held at the Creve Coeur Government Center in the Council Chambers. The meeting started promptly at 5:00 pm and was adjourned at 5:20 pm due to lack of attendees.

If secured, the grant funding would help pay for ADA compliant improvements and upgrades to the Creve Coeur Government Center, which include improvements to the Council Chambers and signage throughout the campus.

Improvements to the Council Chambers/Court Room that have been identified are the removal of the two steps in front of the Council Desk. By removing these steps, it allows for the Council/Judge's Desk to be accessed by a physically handicapped person. In addition, a ramp system on the south side of the dais allows for a physically handicapped person to access the rear of the desk area. Other improvements under consideration include wireless head sets for the hearing impaired, and large flat panel monitors to assist the visually impaired during presentations.

An ADA compliant Signage Mater Plan was completed by Cohen Hillbery for the Government Center several years ago, and this is another item we could use the CDBG for. The Master Plan addresses signage throughout the building and directional signage in the parking lot.

The Public Works Department requests Council approval of the attached resolution allowing city staff to pursue grant funding from the Community Development Block Grant Commission (CDBG).

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

DATE: June 22, 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 June 22, 2011 in the amount of $275,153.76.

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01525	0		62211	22-Jun-11	ALKANOGLU, VOLKAN	CONCEPT DESIGN FOR PUBLIC ART/TRANSIT SHELTER	01-00-00-2420	1,500.00
01524	0		62211	22-Jun-11	FENNELL, CHRISTOPHER	CONCEPT DESIGN FOR PUBLIC ART/TRANSIT SHELTER	01-00-00-2420	1,500.00
00066	0		193538	13-Jun-11	FROESEL OIL	8008 UNLEADED GASOLINE	01-00-00-1651	26,160.61
01342	0		3438	01-Jun-11	ST LOUIS COUNTY DEPARTMENT OF JUSTICE SERVICE	HOUSING FOR INMATE 5/4-5/11	01-00-00-2410	210.00

Sum of Invoices *29,370.61*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-11-12-6253	191.16
00844	0		061611	16-Jun-11	JOANNE J. MARTIN, CCR	CRT RPTR-PUB HRG FOR BUDGET	01-11-13-6202	299.00
00117	0		1026850	13-Jun-11	HOME DEPOT	SHELVING MATERIAL FOR VAULT	01-11-13-9504	48.58

Sum of Invoices *538.74*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		053111	31-May-11	ASI	FLEX BENEFIT ADMIN-MAY 2011	01-12-11-6203	345.40
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-12-11-6253	78.82
00053	0		37301-48	03-Jun-11	ST JOHN'S MERCY CORPORATE HEALTH	5 EA PREPLACEMENT PHYSICALS	01-12-11-6271	420.00

Sum of Invoices *844.22*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-13-11-6253	71.02
00016	0		061511	15-Jun-11	COLLECTOR OF REVENUE	SALES TAX REPORT-JUNE 2011	01-13-11-6202	20.00
00144	0		303000	01-Jun-11	HAINES & COMPANY, INC.	CRISS CROSS DIRECTORY LEASE	01-13-11-6202	795.50
01020	0		060811	08-Jun-11	MARYVILLE UNIVERSITY	TUITION FOR T. BROTHERS	01-13-11-6261	1,394.00
00140	6		29397	06-Jun-11	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-MAY 2011	01-13-11-6202	35.00

Sum of Invoices *2,315.52*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00779	0	P001098	INV00006000	30-Apr-11	AMERICAN TRAFFIC SOLUTIONS, INC.	RED LIGHT CAMERA FEES-APRIL 20	01-13-14-6248	34,230.00
00254	0		061311	13-Jun-11	CASWELL, JODY	REIMB FOR 2011 COURT CONF.	01-13-14-6265	255.34
00050	0		INV0017148	15-Jun-11	REJIS	COMPUTER FEES-JUNE 2011	01-13-14-6202	2,216.56
00537	0		061311	13-Jun-11	VIDEMSCHEK, GIGI	REIMB FOR 2011 COURT CONFER.	01-13-14-6265	209.25

Sum of Invoices *36,911.15*

6/22/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00191	1		2077722	08-Jun-11	BUCK CONSULTANTS LLC	RETIREMENT PLAN CHANGES COST	01-13-15-6203	2,150.00
00234	1		348810	07-Jun-11	ED ROEHR SAFETY PRODUCTS	PUSH BUMPER FOR 2406	01-13-15-6220	226.50
00118	0	P001215	13879	14-Jun-11	OLD STYLE BODY COMPANY	REPAIR DAMAGE CAUSED BY VANDAL	01-13-15-6220	1,107.60
00051	1		20.21314	07-Jun-11	BCA, INC.	INSURANCE DEDUCTIBLE	01-13-15-6220	500.00
01169	0		108650565	25-May-11	STAPLES ADVANTAGE	TONER-MUNI COURT	01-13-15-7312	138.62
01169	0		108674617	26-May-11	STAPLES ADVANTAGE	ELECTRIC STAPLER-CHIEF'S OFFIC	01-13-15-7312	24.41
01484	0		234300-1	03-Jun-11	OFFICE SOURCE, INC.	PENS	01-13-15-7312	7.76
00045	1		567272433001	08-Jun-11	OFFICE DEPOT	TONER-CA OFFICE	01-13-15-7312	142.54
01169	0		108913397	13-Jun-11	STAPLES ADVANTAGE	PAPER, CPU STAND	01-13-15-7312	53.66
01484	0		239088-0	15-Jun-11	OFFICE SOURCE, INC.	TONER-COPPS OFFICE	01-13-15-7312	267.20
00045	1		566367668001	01-Jun-11	OFFICE DEPOT	STORAGE BOXES	01-13-15-7312	42.12
00045	1		566724030001	03-Jun-11	OFFICE DEPOT	TONER-IT	01-13-15-7312	121.82

Sum of Invoices *4,782.23*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00431	0		58184	10-Jun-11	ELLIOTT DATA SYSTEMS	ID CARDS AND RIBBON	01-14-11-7304	312.50
00116	0		6106	09-Jun-11	SAM'S CLUB	5K RUN SUPPLIES	01-14-11-6281	87.83
00116	0		6106	09-Jun-11	SAM'S CLUB	5K RUN SUPPLIES	01-14-11-7304	39.00

Sum of Invoices *439.33*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		EF 6/11	01-Jun-11	AT&T	CELL PHONE-MAY 2011	06-14-31-6253	68.42
00015	1		452766583	01-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (060111)	06-14-31-7301	1.92
00015	1		452769667	08-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (060811)	06-14-31-7301	1.92
00015	1		452772715	15-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (061511)	06-14-31-7301	1.92
00015	1		452766583	01-Jun-11	CINTAS CORP. #452	UNIFORMS (060111)	06-14-31-7308	1.58
00015	1		452769667	08-Jun-11	CINTAS CORP. #452	UNIFORMS (060811)	06-14-31-7308	5.01
00015	1		452772715	15-Jun-11	CINTAS CORP. #452	UNIFORMS (061511)	06-14-31-7308	5.01
00081	1		9557986255	09-Jun-11	GRAINGER	LIGHTING SUPPLIES ICE ARENA	06-14-31-6211	162.62
01510	0		743	14-May-11	LAKESHORE CO LLC	WATER TREATMENT PUMP REPLACE	06-14-31-6211	127.00
00082	0		0480719	07-Jun-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	214.58
00048	0		187736	14-Jun-11	PAVYER	OLYMPIA BLADE SHARPENING	06-14-31-6211	56.51

Sum of Invoices *646.49*

6/22/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00859	0		71868	20-Apr-11	AMERICAN DRY GOODS	TEE SHIRTS FOR CREW	06-14-32-7308	345.26
00564	0		11-4313	10-Jun-11	BOB RAEKER PLUMBING CO.	BACK FLOW ANNUAL TEST	06-14-32-6202	155.00
00197	0		70460	13-May-11	FOSTER MECHANICAL CORP.	HYDRAULIC HOSE AND FITTING	06-14-32-6211	22.76
00066	0		000193318	09-Jun-11	FROESEL OIL	REGULAR GAS AND DIESEL	06-14-32-7307	1,076.72
00117	0		2186006	02-Jun-11	HOME DEPOT	EYE HOOKS	06-14-32-6212	2.94
00117	0		2186006	02-Jun-11	HOME DEPOT	PERENNIAL FLOWERS	06-14-32-7303	141.92
00155	0		0925	20-May-11	KURTZ NURSERY & TOP SOIL CO.	MULCH FOR LANDSCAPE PLANTERS	06-14-32-6212	450.00
00175	0		788603-00	25-May-11	MTI DISTRIBUTING, INC.	EXHAUST MANIFOLD FOR TORO 3100	06-14-32-6211	153.56
00173	0		11464-1	31-May-11	SUPREME TURF PRODUCTS	FERTILIZER AND GREENS FLAGS	06-14-32-7303	653.00

Sum of Invoices *3,001.16*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00344	1	P001150	1001849009	17-May-11	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	132.00
00344	1	P001150	1001849010	17-May-11	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	96.00
00224	0		2345	17-May-11	METROPOLITAN AMATEUR GOLF ASSOCIATION	HANDICAP SERVICE	06-14-33-6202	782.00
00217	1	P001147	933027608	25-Apr-11	NIKE USA, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	208.26
00119	1		2619705	18-May-11	TITLEIST	SPECIAL ORDER DON HEDRICK	06-14-33-8323	211.02

Sum of Invoices *1,429.28*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452766583	01-Jun-11	CINTAS CORP. #452	WIPING TOWELS (060111)	06-14-34-7301	10.13
00015	1		452769667	08-Jun-11	CINTAS CORP. #452	WIPING TOWELS (060811)	06-14-34-7301	10.13
00015	1		452772715	15-Jun-11	CINTAS CORP. #452	WIPING TOWELS (061511)	06-14-34-7301	10.13
00084	2	P001142	3877356501	10-Jun-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	527.20
00084	2	P001142	3877356501	10-Jun-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	231.85
01491	0	P001192	54255224	26-May-11	FARMER BROS. COFFEE	COFFEE, TEA, SOFT DRINKS FOR	06-14-34-8317	16.50
01491	0	P001192	54255224	26-May-11	FARMER BROS. COFFEE	MISC SUPPLIES (8321)	06-14-34-8321	3.09
01491	0	P001192	54255297	10-Jun-11	FARMER BROS. COFFEE	MISC SUPPLIES (8321)	06-14-34-8321	32.38
01263	0	P001151	45834	07-Jun-11	FROZEN DISTRIBUTION INC	ICE CREAM FOR RESALE (8319)	06-14-34-8319	132.75
00116	0		1363	03-Jun-11	SAM'S CLUB	FOOD/SANDWICHES FOR RESALE	06-14-34-8315	118.67
00086	0	P001143	106020551	02-Jun-11	SYSCO FOOD	SANDWICHES FOR RESALE (8315)	06-14-34-8315	639.51
00086	0	P001143	106020551	02-Jun-11	SYSCO FOOD	MISC ITEMS (8321)	06-14-34-8321	130.81
00086	0	P001143	106020551	02-Jun-11	SYSCO FOOD	MISC ITEMS (8321)	06-14-34-8321	2.96
01121	0	P001190	20188	06-Jun-11	TJ'S PIZZA	PIZZA FOR RESALE (8315)	06-14-34-8315	49.00

Sum of Invoices *1,915.11*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-16-11-6253	39.67
00015	1		452769665	08-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/8/11)	01-16-11-7308	10.00
00015	1		452772713	15-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/15/11)	01-16-11-7308	10.00
00081	1		9554750027	06-Jun-11	GRAINGER	CLOCK FOR COUNCIL CHAMBERS	01-16-11-6212	38.25
00081	1		9555918045	07-Jun-11	GRAINGER	4 EA FOLDING TABLES	01-16-11-6212	540.92
00117	0		1026850	13-Jun-11	HOME DEPOT	PAINT, MISC ITEMS FOR STOCK	01-16-11-6212	228.02
01521	0		50291	09-Jun-11	MISSOURI GLASS CO.	REPLACE WINDOW IN CHIEF'S OFFC	01-16-11-6212	421.36
00164	0		016536	06-Jun-11	NEW SYSTEM CARPET & BUILDING CARE	HANDSOAP, CLEANERS	01-16-11-7301	621.41
00164	0		016536	06-Jun-11	NEW SYSTEM CARPET & BUILDING CARE	COLORED CUT T-SHIRTS	01-16-11-7308	22.00
00116	0		1175	15-Jun-11	SAM'S CLUB	10 CASES OF WATER	01-16-11-7304	39.80
00092	7		2794 6/11	03-Jun-11	ST LOUIS COUNTY	CREDIT	01-16-11-6211	(112.00)
00092	7		2794 6/11	03-Jun-11	ST LOUIS COUNTY	BOILER INSPECTION	01-16-11-6211	56.00
00092	7		2794 6/11	03-Jun-11	ST LOUIS COUNTY	BOILER INSPECTION	01-16-11-6211	56.00
00092	7		2794 6/11	03-Jun-11	ST LOUIS COUNTY	GENERATOR INSPECTION	01-16-11-6211	56.00
00092	7		2794 6/11	03-Jun-11	ST LOUIS COUNTY	KITCHEN EXHAUST INSPECTION	01-16-11-6211	56.00
00092	7		4622 6/11	12-Jun-11	ST LOUIS COUNTY	AIR COMPRESSOR INSPECTION	01-16-11-6211	28.00
00087	1	P001184	37951	03-Jun-11	SYSTEMAIRE, INC.	3 BLOWER WHEELS & HOUSINGS	01-16-11-6211	3,171.80
00087	1		38043	30-May-11	SYSTEMAIRE, INC.	THERMOSTAT REPAIR IN GYM	01-16-11-6212	750.85
00087	1		38040	30-May-11	SYSTEMAIRE, INC.	CIRCUIT BOARDS, RPR HEAT PMP34	01-16-11-6212	1,465.00
00054	1		01789674	02-Jun-11	WALTER KNOLL FLORIST	ATRIUM FLORAL SERVICE-JUL 2011	01-16-11-6212	80.00

Sum of Invoices *7,579.08*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		44456	17-Jun-11	ALARM 24, INC.	30 HID KEY FOBS	01-21-11-7302	150.00
00195	0	P001208	44485	03-Jun-11	ALARM 24, INC.	ISONAS LOCKING SYSTEM-PD INNE	01-21-11-9501	1,850.00
00195	0	P001208	44485	03-Jun-11	ALARM 24, INC.	ISONAS LOCKING SYSTEM-MAINTENA	01-21-11-9503	2,562.00
00195	0	P001208	44485	03-Jun-11	ALARM 24, INC.	ISONAS/SPECO	01-21-11-9503	3,277.00
00195	0	P001208	44485	03-Jun-11	ALARM 24, INC.	ISONAS DOOR CONTROL SYSTEM	01-21-11-9503	287.00
00335	0		139095	10-Jun-11	ARCH ENGRAVING	RETIREMENT PLAQUE FOR KNOBBE	01-21-11-7306	65.95
00114	11		826147039X/PD	31-May-11	AT&T	WIRELESS PHONES FOR ADM	01-21-11-6253	150.45
00073	0		XKP7535	17-May-11	CDW-G	MS PUB FOR CHIEF'S OFFICE	01-21-11-7304	133.48
00002	0		052711	27-May-11	HAHN, LISA	MAILING OF 4 TESTS FOR SCORING	01-21-11-6203	5.65
00148	0		C25501A	01-Jun-11	I/O SOLUTIONS	SCORING OF TESTS	01-21-11-6203	68.00
00125	0		244816	13-Jun-11	LEON UNIFORM	RETIRMENT BADGE	01-21-11-7308	394.90
00125	0		244227	13-Jun-11	LEON UNIFORM	KNOBBE'S RETIREMENT BADGE	01-21-11-7308	139.45
01378	0		96831	31-May-11	PERSONNEL EVALUATION INC.	JV PEP START UP KIT	01-21-11-6203	257.40
01378	0		96813	31-May-11	PERSONNEL EVALUATION INC.	PEP TEST FOR NEW OFFICER	01-21-11-6203	20.00
01522	0		066581	14-Jun-11	PRECISION OFFICE INSTALLERS	SUPPLY/INSTALL 3 WORKSTATIONS	01-21-11-9501	2,390.00
00050	0		INV0016987	26-May-11	REJIS	ONE TIME CHARGE FOR VAR ITEMS	01-21-11-6202	435.75
00116	0		1175	15-Jun-11	SAM'S CLUB	ATOMIC CLOCK FOR CHIEF OFFICE	01-21-11-7302	21.98
00116	0		1175	15-Jun-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	79.56
01520	0		11938	06-Jun-11	SECURE DOCUMENT DESTRUCTION	ANNUAL RECORDS PURGE/SHRED	01-21-11-6202	300.00
00093	0		6213	31-May-11	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR PO CANDIDATE	01-21-11-6203	395.00
00092	4	P000995	27050	01-Jun-11	ST LOUIS COUNTY TREASURER	C.A.R.E. CONTRACT JUNE 2011	01-21-11-6202	23.91

Sum of Invoices *13,007.48*

6/22/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X/PD	31-May-11	AT&T	WIRELESS PHONES FOR INVEST	01-21-21-6253	184.85

Sum of Invoices *184.85*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0	P001201	20156	01-Jun-11	ADGRAPHIX	NEW GRAPHICS TO REPLACE DAMAGE	01-21-22-6210	55.00
00891	0	P001204	958	04-May-11	ANDY'S MOTORCYCLE REPAIR	REPAIRS TO POLICE MOTORCYCLE	01-21-22-6210	872.85
00891	0	P001204	958	04-May-11	ANDY'S MOTORCYCLE REPAIR	REPAIRS FOR POLICE MOTORCYCLE	01-21-22-6210	1,550.44
00891	0		976	08-Jun-11	ANDY'S MOTORCYCLE REPAIR	MOTOR 2420 REPAIRS	01-21-22-6210	215.49
00891	0		972	04-Jun-11	ANDY'S MOTORCYCLE REPAIR	REPAIR BROKEN WIRE ON MOTOR 21	01-21-22-6210	107.50
00891	0		974	07-Jun-11	ANDY'S MOTORCYCLE REPAIR	MOTOR 2421 REPAIRS	01-21-22-6210	569.98
00669	1		S132310	15-Jun-11	APPLIED CONCEPTS-STALKER RADAR	RADAR CABLES	01-21-22-6211	176.00
00114	11		826147039X/PD	31-May-11	AT&T	WIRELESS PHONES FOR PATROL	01-21-22-6253	301.20
00007	0		270-243120	09-Jun-11	BATTERIES PLUS - 270	(15) BATTERIES FOR RADAR UNITS	01-21-22-6211	48.00
00295	1	P001206	1397140	27-May-11	CARDIAC SCIENCE CORP.	4 EA 9730-002 POWERHEART G3	01-21-22-6271	296.00
00295	1	P001206	1397140	27-May-11	CARDIAC SCIENCE CORP.	1 EA 168-6000-001 POWERHEART	01-21-22-6271	99.00
00295	1	P001206	1397140	27-May-11	CARDIAC SCIENCE CORP.	2 EA 9146-102 POWERHEART G3	01-21-22-6271	490.00
00295	1	P001206	1397140	27-May-11	CARDIAC SCIENCE CORP.	APPROXIMATE SHIPPING	01-21-22-6271	17.05
00096	0		114893	16-Jun-11	EVS	2405REPAIRS LIGHTS & SWITCHES	01-21-22-6210	89.78
00096	0		114877	04-Jun-11	EVS	INSTALL CHRG GRD & USB CBLE	01-21-22-6211	50.00
01326	0		5745	06-Jun-11	FIREPRO LLC	SERVICE (2) FIRE EXTINGUISHERS	01-21-22-7301	88.50
00094	1		137890	09-Jun-11	FIRESTONE	CAR 2408 3000 MILE SER + TIRES	01-21-22-6210	75.95
00094	1		137832	07-Jun-11	FIRESTONE	3000 MILE SERVICE + BULB	01-21-22-6210	51.12
00094	1		137854	07-Jun-11	FIRESTONE	3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		137966	10-Jun-11	FIRESTONE	VST 2409 3000 MILE SER + TIRE	01-21-22-6210	32.98
00094	1		138126	15-Jun-11	FIRESTONE	CAR 2410 CHECK ALIGNMENT	01-21-22-6210	21.99
00117	0		6013648	08-Jun-11	HOME DEPOT	6 CANS MARKING PAINT	01-21-22-6210	31.62
00347	0		272222SK	15-Jun-11	KUSTOM SIGNALS, INC.	SPARKLAN WIRELESS ROUTER	01-21-22-7302	344.00
00125	0	P001203	242933-01	13-Jun-11	LEON UNIFORM	UNIFORM PANTS	01-21-22-5107	34.95
00125	0	P001203	242933	08-Jun-11	LEON UNIFORM	INITIAL UNIFORM PURCHASE	01-21-22-5107	770.25
00125	0		243040	08-Jun-11	LEON UNIFORM	UNIFORM SHIRT FOR SGT	01-21-22-7308	41.50
00125	0		244894	13-Jun-11	LEON UNIFORM	(4) ANSI VEST	01-21-22-7308	147.80
00237	1	P001200	2540450	03-Jun-11	WORLD WIDE TECHNOLOGY	8 EA ZEBRA PRINTER BATTERIES	01-21-22-6211	664.24

Sum of Invoices *7,261.18*

6/22/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-31-11-6253	260.40

Sum of Invoices *260.40*

6/22/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111708854	31-May-11	AIRGAS MID AMERICA	WELDING GAS/TANKS	01-31-41-7307	45.10
00114	15		3149941534 6/11	27-May-11	AT&T	IRRIGATION SENSOR 12015 OLIVE	01-31-41-6253	42.92
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-31-41-6253	130.38
00013	0		1763-173978	09-Jun-11	CARQUEST	OIL STABILIZER TRUCK #200	01-31-41-6210	11.70
00013	0		1763-173979	09-Jun-11	CARQUEST	OIL STABILIZER FOR STOCK	01-31-41-6210	11.70
00013	0		1763-173422	02-Jun-11	CARQUEST	BRAKE LINES FOR TRUCK #306	01-31-41-6210	29.10
00013	0		1763-173423	02-Jun-11	CARQUEST	STOP LEAK FOR AC ON TRUCKS	01-31-41-6210	71.96
00013	0		1763-173849	08-Jun-11	CARQUEST	LIGHT FLASHER FOR TRUCK #105	01-31-41-6210	25.92
00013	0		1763-173573	03-Jun-11	CARQUEST	CREDIT MEMO-MDSE RETURN	01-31-41-6210	(16.84)
00011	0		32002980	09-Jun-11	CARTER-WATERS LLC	GRINDING WHEEL	01-31-41-7305	50.00
00011	0		32002980	09-Jun-11	CARTER-WATERS LLC	SAFETY SHIRT	01-31-41-7308	6.00
00015	1		452766586	01-Jun-11	CINTAS CORP. #452	SAFETY MATS (6/1/11)	01-31-41-6212	36.46
00015	1		452772719	15-Jun-11	CINTAS CORP. #452	SAFETY MATS (6/15/11)	01-31-41-6212	36.46
00015	1		452769670	08-Jun-11	CINTAS CORP. #452	SAFETY MATS (6/8/11)	01-31-41-6212	36.46
00015	1		452766586	01-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/1/11)	01-31-41-7301	18.53
00015	1		452772719	15-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/15/11)	01-31-41-7301	18.53
00015	1		452769670	08-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/8/11)	01-31-41-7301	18.53
00015	1		452766587	01-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/1/11)	01-31-41-7308	8.19
00015	1		452769672	08-Jun-11	CINTAS CORP. #452	NEW HATS	01-31-41-7308	180.38
00015	1		452772720	15-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/15/11)	01-31-41-7308	38.87
01132	0		W12599	31-May-11	CMW EQUIPMENT	ASPHALT ROLLER REPAIR	01-31-41-6211	202.13
00127	0		01 1040066	03-Jun-11	ERB EQUIPMENT COMPANY	REAR VIEW MIRROR FOR BACKHOE	01-31-41-6211	112.00
00117	0		8140769	06-Jun-11	HOME DEPOT	MEASURING WHEEL FOR ASPHALT	01-31-41-7305	29.96
00349	1		550966-001	15-Jun-11	HTE TECHNOLOGIES	PLUMBING SUPPLIES FOR STOCK	01-31-41-6212	32.83
00105	2		0347-000134923	31-May-11	JOHNNY ON THE SPOT #347	RENTAL UNITS FOR 2 LEAF SITES	01-31-41-6266	190.32
00789	0		344442	01-Jun-11	K&K SUPPLY	WORK GLOVES, GATORADE	01-31-41-7308	69.25
00789	0		345915	14-Jun-11	K&K SUPPLY	SAFETY VESTS	01-31-41-7308	276.00
01523	0		20682403-00	09-Jun-11	NEW PIG	OIL ABSORBING MATS	01-31-41-6212	113.17
00970	0		1388-369170	10-Jun-11	O'REILLY AUTO PARTS	BRAKE FLUID, CLEANERS	01-31-41-6210	59.70
00970	0		1388-369507	13-Jun-11	O'REILLY AUTO PARTS	SHOCKS FOR BUCKET TRUCK	01-31-41-6210	132.86

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00865	0	P001181	225814-1	01-Jun-11	OUTDOOR SOLUTIONS	GROUNDS MAINTENANCE-MAY 2011	01-31-41-6212	1,920.00
00692	0		506920	14-Jun-11	ST LOUIS SAFETY, INC.	SAFETY GLOVES	01-31-41-7308	46.56
00173	0		IN094631	01-Jun-11	SUPREME TURF PRODUCTS	CHEMICALS FOR CONWAY LAKE	01-31-41-7301	111.25
00173	0		IN094476	31-May-11	SUPREME TURF PRODUCTS	CHEMICALS-CONWAY LAKE,MULCHBDS	01-31-41-7301	371.50
00109	0		443605	06-Jun-11	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-41-7301	233.40
00109	0		443606	06-Jun-11	WESTPORT POOLS	FILTER CARTRIDGE FOR SPLASH PD	01-31-41-7301	233.40

Sum of Invoices *4,977.26*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-31-42-6253	33.92
01480	1		2110268718	31-May-11	IESI MO - CHAMP LANDFILL LLC	LANDFILL FEE	01-31-42-6214	44.61

Sum of Invoices *78.53*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-31-43-6253	36.87
00102	0		705268	02-Jun-11	BEYERS LUMBER	MATERIALS FOR BENCH-MILL PARK	01-31-43-6212	88.45
00102	0		705365	03-Jun-11	BEYERS LUMBER	MORTAR FOR BENCH AT MILL PARK	01-31-43-6212	37.74
00712	2		K35933	06-Jun-11	BOBCAT OF ST. LOUIS	PARTS FOR SKIDSTEER	01-31-43-6211	175.73
00455	1		106663	14-Jun-11	CHECKER BAG COMPANY	DOG WASTE BAGS	01-31-43-6212	319.00
00015	1		452766586	01-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/1/11)	01-31-43-7301	18.53
00015	1		452772719	15-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/15/11)	01-31-43-7301	18.53
00015	1		452769670	08-Jun-11	CINTAS CORP. #452	CLEANING SUPPLIES (6/8/11)	01-31-43-7301	18.53
00015	1		452766587	01-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/1/11)	01-31-43-7308	8.18
00015	1		452769672	08-Jun-11	CINTAS CORP. #452	NEW HATS	01-31-43-7308	180.37
00015	1		452769671	08-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/8/11)	01-31-43-7308	42.58
00015	1		452772720	15-Jun-11	CINTAS CORP. #452	UNIFORM RENTAL (6/15/11)	01-31-43-7308	38.88
00789	0		344442	01-Jun-11	K&K SUPPLY	WORK GLOVES, GATORADE	01-31-43-7308	69.25
00209	0		128629/1	06-Jun-11	KIRKWOOD MATERIAL SUPPLY	STONE FOR BENCH TOP @ MILL PK	01-31-43-6212	366.52
00040	0		760594	07-Jun-11	MILBRADT	LAWN MOWER PARTS	01-31-43-6211	64.48
00040	0		760720	08-Jun-11	MILBRADT	CHAINSAW REPAIR	01-31-43-6211	203.56
00040	0		759790	31-May-11	MILBRADT	PARTS FOR X-MARK MOWER	01-31-43-6211	442.25
00040	0		760768	08-Jun-11	MILBRADT	BULB SYRINGES	01-31-43-7303	9.92
00865	0	P001182	225814	01-Jun-11	OUTDOOR SOLUTIONS	R.O.W. MOWING MAY 2011	01-31-43-6212	887.32
00173	0		IN094631	01-Jun-11	SUPREME TURF PRODUCTS	CHEMICALS FOR CONWAY LAKE	01-31-43-7301	111.25
00173	0		IN094476	31-May-11	SUPREME TURF PRODUCTS	CHEMICALS-CONWAY LAKE,MULCHBDS	01-31-43-7301	371.50
01483	0	P001183	642-0	30-May-11	TURFGRASS PROFESSIONALS	PARKS MOWING-MAY 2011	01-31-43-6212	3,338.00
00109	0		443605	06-Jun-11	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	233.40
00109	0		443606	06-Jun-11	WESTPORT POOLS	FILTER CARTRIDGE FOR SPLASH PD	01-31-43-7301	233.40

Sum of Invoices *7,314.24*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

6/22/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 6/11	01-Jun-11	AT&T	CELL PHONES - MAY 2011	01-32-11-6253	168.18
01519	0	P001222	84788	31-May-11	THE SIDWELL COMPANY	PROF SERVICES FOR GIS PROJECT	01-32-11-6203	5,643.00
01519	0	P001222	84509	30-Apr-11	THE SIDWELL COMPANY	PROF SERVICES FOR GIS PROJECT	01-32-11-6203	15,808.50

Sum of Invoices *21,619.68*

6/22/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00044	1		2659923616-114	09-Jun-11	NEXTEL	CELL PHONES 5/6 - 6/5/11	01-32-61-6253	358.31

Sum of Invoices *358.31*

6/22/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00049	3		34904	09-Jun-11	EMPLOYMENT SOLUTIONS GROUP	TEMP PERSONNEL W/E 6/5/11	02-61-71-9510-11606	864.00	
00049	3		34913	16-Jun-11	EMPLOYMENT SOLUTIONS GROUP	TEMP PERSONNEL W/E 6/12/11	02-61-71-9510-11606	1,080.00	
00127	0	P001179	143274	03-Jun-11	ERB EQUIPMENT COMPANY	JOHN DEERE 544K FRONT END LOAD	02-61-71-9516	121,240.00	
00023	1		179315	03-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	236.00	
00023	1		178926	01-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	295.00	
00023	1		179111	02-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	295.00	
00023	1		182364	13-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	354.00	
00023	1		181881	09-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	354.00	
00023	1		181343	08-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	164.25	
00023	1		181279	07-Jun-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	354.00	
00606	0	P001086	PAY #8	31-May-11	HORNER & SHIFRIN INC	PAY #8 EMERSON RD CONCEPT PLAN	02-61-71-9510-11603	4,292.66	
00606	0	P000536	40153	06-Jun-11	HORNER & SHIFRIN INC	SVCS FOR BALLAS LADUE SIDEWALK	02-61-71-9512-07706	258.00	
00303	1		21003427	02-Jun-11	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-CONWAY PK PLAYGRD	02-61-71-9506-11304	532.00	
							Sum of Invoices		*130,318.91*

GRAND TOTAL OF ALL INVOICES ***275,153.76***

CITY OF CREVE COEUR

Department of Community Development

BUILDING DIVISION

STAFF REPORT

TO: Mark Perkins, City Administrator
Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official
Brad Holmes, Senior Plans Examiner

DATE: ~~June 8, 2011~~ June 22, 2011 (Changes noted in red)

RE: Proposed Apartment Re-Occupancy Program.

Attachments:
Bill No. 5303 – Proposed Ordinance to Adopt the International Property Maintenance Code
Bill No. 5304 – Proposed Ordinance to Revise the Fee Schedule
Exhibit 3 – Proposed Revised Appendix B Fee Schedule
Exhibit A – Apartment Community Summary
Exhibit B - Proposed Fee Schedule Comparison (revised)
Exhibit C – Projected Revenue and Expenditures (revised)
Exhibit D - Apartment Inspection Checklist
Exhibit E - Certificate of Occupancy

The apartment buildings within the City of Creve Coeur have reached an age and condition where it is becoming necessary for the city's building division to expand one of its primary responsibilities (which is, to ensure the public's safety, health and welfare) to include the city's apartment residents.

The City has recently been made aware of two separate incidents, at two different apartment complexes, where portions of stairways have failed and residents were injured. Upon further investigation, it appears that the exterior elements of many Creve Coeur apartment complexes are not being maintained in a manner consistent with Creve Coeur standards. It stands to reason that the interior elements of apartment dwelling units are also aging and are likely to be

in need of preventive maintenance. An additional level of oversight, in the form of an apartment re-occupancy program, would be an effective means to (1) maintain surrounding property values as well as (2) promote life safety.
Cities such as Maryland Heights, Ballwin, Kirkwood, University City, Richmond Heights, Webster Groves, Clayton, Olivette, Brentwood and St. Louis County (Chesterfield, Wildwood) have all recognized the need for similar programs in their jurisdictions. Presently, the city has no authority to inspect an apartment's interior electrical, mechanical or plumbing systems. An apartment re-occupancy inspection program will help to ensure that the city's apartment buildings will be maintained (internally and externally) so as to be in compliance with the city's residential exterior maintenance code and the 2009 International Property Maintenance Code.

St. Louis County and other municipalities have adopted the 2009 International Property Maintenance Code to establish minimum requirements and standards for existing apartment dwelling units and premises. See Bill No. 5303.

Background:

Creve Coeur has approximately 2,456 apartment units that range in age from 43 years old to 3 years old. 50% of all city apartments are 30 years old or older. 87% of all city apartments are 20 years old or older. Apartments are inherently exposed to a more demanding level of use than that of a single family residence due to the higher rate of turnover. See Exhibit A.

From November of 2004 through July of 2008, the city issued building permits to renovate 192 apartments at the Town and Four (now Edgewater Court) apartment complex. These apartments were originally constructed in 1967. Because building permits were required to renovate these apartment units, the city had the opportunity and authority to inspect the interior of these units and require that corrections be made in conjunction with the renovation work. Some of the violations city inspectors found included lack of combustion air for gas-fired furnaces, failed connections in furnace and water heater vents, exposed wiring in electrical panels, unprotected penetrations through fire-rated walls and floors, holes in attic draftstopping between dwelling units, loose stair treads, missing handrails on interior stairs and deteriorating balconies and decks. These violations may not have been corrected had it not been for the city's involvement.

This experience with the renovated Town and Four apartment units is reason to believe that apartment units within other city apartment complexes have similar interior violations. An apartment re-occupancy program would ensure these violations are corrected before another family moves in. See Exhibits D and E.

In general, property maintenance is vital to an area's reputation, appearance and retained property values. Once an area starts to decline, due to poor building maintenance, it is very difficult to reverse that trend and correct the market responses to those problems. This is indeed one instance where the axiom of "an ounce of prevention is worth a pound of cure" is applicable.

Creve Coeur presently has exterior maintenance codes that apply to exterior conditions of both residential and commercial buildings and properties. The city currently performs re-occupancy inspections of commercial spaces. Staff is experiencing an increasing demand to enforce both of these exterior maintenance code requirements through an increased level of nuisance complaints including, but not limited to, apartment communities. Responding to these complaints is time consuming and without a means of cost recovery short of municipal court fines. Residential re-occupancy programs are designed to address exterior nuisance issues, maintain surrounding property values and correct interior violations by utilizing a consistent, efficient, standardized program that has a method of recovering code enforcement costs. The proposed fee schedule is in line with surrounding communities. See Bill No. 5304, Exhibits 3, B (revised) and C (revised).

During the 6/13/2011 City Council meeting it was suggested that a reduced fee should apply to apartment communities that were not as 'old' as other apartment communities. The reason being that 'younger' apartment communities should not take as long to inspect because there should not be as many violations noted. The building division could not find a precedent for this type of reduced fee with any other jurisdiction that administers a re-occupancy program. Also, one apartment manager weighed in with an opinion stating "I do not agree that it would it would be fair and equal to lower the fee for some and not for all". See Exhibit H.

The building division does agree that the 'younger' apartment communities should take less time to inspect than 'older' apartment communities. The projected time it will take the building division to inspect each dwelling unit and premises at Kings Landing and Hallmark has been reduced from 1 hour to 45 minutes. This causes a net reduction of 3% in the Projected Expenditures needed to operate the Apartment Re-Occupancy Program. As a result, the proposed certificate of occupancy fee for each apartment dwelling unit has been reduced from $80 to $75. See Exhibit B (revised) and Exhibit C (revised)

Summary:

There is an evident public service need for an apartment re-occupancy program. The resulting impact on the City will be that residents' safety has been ensured, high property values have been maintained and the number of nuisance complaints reduced.

There will be a need for a part-time office clerk to assist with computer tracking, written notifications, inspection scheduling and billing for this program. It may also be necessary to hire a code enforcement officer to handle the approximately 380-400 annual complaints received by the building division that relate to the city's nuisance, sign, zoning and residential / nonresidential exterior maintenance codes. This will allow the city's building inspectors (who assumed these 'complaint' duties when the code enforcement officer's position was eliminated during 6/2009) to make the apartment re-occupancy inspections in addition to their daily building inspections. The learning curve for apartment re-occupancy inspections is relatively low and the city's building inspectors can easily be trained to be consistent during the course of these inspections.

During the course of their March 16, 2011 meeting, the Building Code Board of Appeals reviewed and recommended approval of the proposed apartment re-occupancy program.

On 3/31/2011 and again on 5/10/2011, building division staff members met with apartment managers to hear their concerns regarding this proposed program. Some of the feedback the city received is noted below.

- The effective date of the program should be delayed from 7/1/2011 to 1/1/2012. The managers stated all of their fiscal years begin on January 1 and this delay would allow them to properly budget for this program.
- The apartment managers felt staff had underestimated the % turnover of their apartment units and the expected number of occupancy inspections required. Staff adjusted those numbers in Exhibit A to more accurately reflect the projected scope of the program.
- Apartment managers felt that the original duration of 30 days for a certificate of occupancy was not long enough since many of their renters sign short-term leases for less than 1 year. A certificate of occupancy is now proposed to be valid for a minimum of 1 year per Section 113.6 of proposed Bill No. 5303.
- The Inspection Checklist (Exhibit D) that city inspectors will use to evaluate apartment units and their surrounding premises was discussed at length. Photos of typical violations were shown and how to correct these violations within certain time frames were evaluated.
- When permits (electrical, plumbing, building) are required (and when they are not) for correcting certain violations was clarified.

The building division will be prepared to begin enforcement of the apartment re-occupancy program on January 1, 2012.

BILL No 5303 **ORDINANCE No ____**

AN ORDINANCE ADOPTING AND ENACTING NEW ARTICLE IX, PROPERTY MAINTENANCE CODE, OF CHAPTER 500 OF THE CITY CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, the city regulates construction practices and standards by means of technical codes to protect the health, safety and welfare of its citizens, and

WHEREAS, such codes must be updated from time to time, and

WHEREAS, at least one copy of the 2009 International Property Maintenance Code, which is hereby to be adopted by reference, have been filed with the City Clerk's office and made available for public use, inspection and examination for a period of at least 90 days prior to adoption of this ordinance pursuant to Section 67.280 RSMo and notice thereof has been publicly posted, and

WHEREAS, a copy of this ordinance has been available for public inspection in the City Clerk's office and it has been read two times by the City Council as required by the City's Charter prior to adoption.

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

SECTION 1: ARTICLE IX, PROPERTY MAINTENANCE CODE, of Chapter 500 of the City Code of Ordinances is hereby enacted to be known as "THE PROPERTY MAINTENANCE CODE". Said ARTICLE to read as follows:

ARTICLE IX. PROPERTY MAINTENANCE CODE

SECTION 500.910 ADOPTED: A certain document, a copy which is on file with of the Office of the City Clerk; such copy being marked and designated as the "INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009 EDITION", as published by the International Code Council, Inc., is hereby adopted as the Property Maintenance Code of the City of Creve Coeur, Missouri, for the control of property, building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009 EDITION, are hereby referred to, adopted and made a part thereof, as if fully set out in this Article, with the additions, insertions, deletions, and changes, prescribed in this Article.

SECTION 500.920 JURISDICTIONAL TITLES: Throughout the INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009 EDITION, wherever the terms "name of jurisdiction" or "local jurisdiction" appear, it shall be deemed to mean "City of Creve Coeur, Missouri". Likewise, wherever the terms "department of building inspection" or "department of property maintenance inspection" appear, it shall be deemed to mean "Creve Coeur Building Division". Wherever the term "code" appears, it shall mean the INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009 EDITION.

SECTION 500.930. AMENDMENTS TO CHAPTER 1 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 1 – Scope and Administration :

Chapter 1 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection or clause number in the code is hereby enacted and added thereto.

101.1 Title. These regulations shall be known as the Property Maintenance Code for the City of Creve Coeur, Missouri, hereinafter referred to as "this code".

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and premises in addition to the provisions of the codes that were in effect when the existing residential and nonresidential structures and premises were built. Where differences occur between the provisions of this code and the provisions of the building, mechanical, electrical and plumbing codes that were in effect when the existing residential and nonresidential structures and premises were built, the provisions of the codes that were in effect shall apply. The provisions of this code shall constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Exception: Detached single-family dwellings or owner-occupied dwelling units are not subject to the provisions of this code.

102.3 Application of other codes. The Building, Mechanical, Electrical, Plumbing, Fuel Gas and Zoning Codes referenced in this code and listed in Chapter 8 of this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes, the provisions of this code shall apply. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Zoning Code, Building Codes, Mechanical Code, Electrical Code, Plumbing Code and Fuel Gas Code as adopted by the City of Creve Coeur.

103.5 Fees. The fees for making inspections, working overtime, issuing certificates of occupancy, penalties and other administrative enforcement activities performed by the building division shall be paid in accordance with the fees established in Appendix B, Community Development and Public Works Fee Schedule, of the City Code of Ordinances.

103.5.1 Building Code Board of Appeals filing fee. A filing fee of $150.00 shall be paid upon the submittal of the written appeal in order for a quorum of the Building Code Board of Appeals to be notified to convene for the purpose of hearing an appeal of a decision of the building official as set forth in Section 111. The filing fee shall be refunded to the applicant if the Board reverses the decision of the building official.

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any requirements thereof, shall be guilty of an ordinance violation, punishable by a fine of not more than $500, or by imprisonment not exceeding 90 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

109.2 Temporary safeguards. When, in the opinion of the code official, there is eminent danger due to an unsafe condition, the code official may cause the necessary work to be done in an effort to render such structure temporarily safe, whether or not legal procedure described herein has been instituted. Neither the city or the code official or any other city employee shall be deemed to have guaranteed such security or safety or have any liability related to actions or omissions hereunder.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the city on approval from the code official. The city attorney shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for purpose of recovering such costs and may cause a special tax lien to be placed against the property for such purposes.

111.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there is and shall remain a Building Code Board of Appeals. The board shall adopt rules of procedure for conducting its business.

111.2 Limitations on authority. Any person shall have a right to appeal a decision of the code official to the Building Code Board of Appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent form of construction shall be allowed to be used. The board shall have no authority to waive requirements of this code.

111.3 Time limitation and filing procedure. All appeals shall be filed in writing with the code official. A written appeal may not be filed more than thirty days after the affected individuals are notified of the code official's decision.

111.3.1 Filing fee. An application for appeal shall not be filed without full payment of the filing fee as set forth in Section 103.5.1. Said filing fee shall be refunded to the applicant if the Board reverses the decision of the code official.

111.4 Membership of board. The Building Code Board of Appeals shall consist of five regular members, who shall be residents of the City of Creve Coeur, appointed pursuant to Section 4.4(i) of the City Charter for three-year staggered terms. To the extent possible, based on applications submitted to the City, members of the Building Code Board of Appeals should be representative of the following professions or disciplines: registered architects, builder or superintendent of building construction with ten years of experience, structural engineer, code enforcement professional, mechanical engineer, electrical engineer, civil engineer, fire protection engineer, mechanical contractor, electrical contractor, plumbing contractor, fire protection contractor, or other disciplines associated with the building trades or design professions.

111.4.2 Chair. The Chair of the Building Code Board of Appeals shall be elected annually by the Board of Appeals.

111.4.3 Secretary. The City Administrator shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the city administrator.

111.4.4 Compensation of members. Members of the Building Code Board of Appeals shall not be compensated for service but shall be reimbursed for actual expenses pursuant to established City policy.

111.4.5 Code of Ethics for members. All members shall be subject to the city's Code of Ethics.

111.5 Notice of meeting. The Building Code Board of Appeals shall meet upon notice from the chair, within 5 calendar days of the filing of a written appeal with the code official, or at stated periodic meetings.

111.6 Open hearing. All hearings before the Building Code Board of Appeals shall be open to the public. Proper public notice shall be given. The appellant, the appellant's representative, the code official, and any person whose interests are affected shall be given the opportunity to be heard.

111.6.1 Procedure. The Board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.

111.7 Quorum. Three members of the Building Code Board of Appeals shall constitute a quorum for the purpose of hearing appeals.

111.9 Board decision. The Building Code Board of Appeals shall only reverse or modify the decision of the code official by a majority vote of the quorum present and voting. Otherwise, the decision shall be deemed to be upheld.

111.9.1 Notification of decision. The secretary of the board shall notify the appellant and the building official of the decision in writing.

111.9.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

111.10 Court review: Any aggrieved person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision of the Building Code Board of Appeals in the office of the City Administrator.

112.4 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as set forth in Section 106.4.

SECTION 113
CERTIFICATE OF OCCUPANCY

113.1 Use and occupancy. It shall be unlawful for any person, owner or agent thereof to re-occupy or re-use, or to permit any person to re-occupy or re-use any existing building, structure, tenant space or dwelling unit for any purpose, including the movement of any furniture, equipment or other personal property into said building, structure, tenant space or dwelling unit, until the code official has issued a certificate of occupancy therefor as provided herein.

> **Exceptions:** Detached single-family dwellings, owner-occupied dwelling units and sleeping rooms within hotels, motels or dormitories may be re-occupied or re-used without the issuance of a certificate of occupancy.

113.2 Application. Upon written request from the owner or prospective tenant of an existing building, structure, tenant space or dwelling unit, the code official shall issue a certificate of occupancy, provided that there are not violations of this code or orders of the code official pending which are found to exist upon an inspection of the building, structure, tenant space or dwelling unit, and it has been established after inspection and investigation that the proposed occupancy is also in conformance with the Zoning Ordinance of Creve Coeur, Missouri. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the city.

113.3 Certificate issued. After the code official inspects the existing building, structure, tenant space or dwelling unit and finds no violations of the provisions of this code or other city laws, the code official shall issue a certificate of occupancy that contains the following:

1. The date of issuance.
2. The address of the building, structure, tenant space or dwelling unit.
3. The name and address of the owner.
4. Type of use.
5. Description of occupancy.
6. Name of the code official.

113.4 Required certificate of occupancy. Failure of the owner or tenant of a building, structure, tenant space or dwelling unit to obtain a certificate of occupancy as required by Section 113.1 shall be deemed a violation of this code and shall subject said owner or penalties as set forth in Section 106.4 and/or fees as set forth in Section 103.5.

113.5 Suspension of the certificate of occupancy for buildings, structures and tenant spaces. Any certificate of occupancy shall become invalid if the occupation of the building, structure or tenant space ~~or dwelling unit~~ is not commenced within three months or if said occupation is terminated.

113.6 Suspension of the certificate of occupancy for dwelling units. Any certificate of occupancy for a dwelling unit shall become invalid after one (1) year of the date of issuance or after said occupation is terminated, whichever is longer.

~~113.6~~ 113.7 Revocation of the certificate of occupancy. The certificate of occupancy shall always be subject to this code and other laws enforced by the code official. Non-compliance with the regulations of this code and other laws enforced by the code official shall be deemed a violation subject to the penalties set forth herein, and, in addition, the code official shall be empowered to revoke the certificate of occupancy issued for the building, structure, tenant space or dwelling unit in question, until such time as the violations are corrected and the building, structure, tenant space or dwelling unit is in compliance with this code and the Zoning Ordinance of Creve Coeur, Missouri. The issuance of a certificate of occupancy shall not relieve the owner or tenant from compliance with all regulations of this code and other applicable regulations.

SECTION 500.940 AMENDMENTS TO CHAPTER 2 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 2 – Definitions:

Chapter 2 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection, or clause number in the code is hereby enacted and added thereto.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the City of Creve Coeur Building Code, St. Louis County Mechanical Code, St. Louis County Electrical Code, St. Louis County Plumbing Code and City of Creve Coeur Zoning Ordinance, such terms shall have the meanings ascribed to them as in those codes.

SECTION 500.950 AMENDMENTS TO CHAPTER 3 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 3 – General Requirements:

Chapter 3 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set forth below without a corresponding section, subsection, or clause number in the code is hereby enacted and added thereto.

302.4 Weeds. Insert: “seven (7) inches”.

304.14 Insect screens. Insert: “April 15 to November 15”.

SECTION 500.960 AMENDMENTS TO CHAPTER 4 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 4 – Light, Ventilation and Occupancy Limitations:

Chapter 4 of the International Property Maintenance Code, 2009 Edition, is adopted without modification.

SECTION 500.970 AMENDMENTS TO CHAPTER 5 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 5 – Plumbing Facilities and Fixture Requirements:

Chapter 5 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection, or clause number in the code is hereby enacted and added thereto.

504.1 General. Add: “Accordion type plastic or other flexible materials are not allowed on any drains or traps”.

505.3 Supply. Add: “Supply lines to the hot and cold water valves at the sink shall be metal or metal braid composition. Plastic is not permitted”.

SECTION 500.980 AMENDMENTS TO CHAPTER 6 INTERNATIONAL PROPERTY MAINTENANCE CODE:

– CHAPTER 6 – Mechanical and Electrical Requirements:

Chapter 6 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection, or clause number in the code is hereby enacted and added thereto.

602.3 Heat supply. Insert: “October 1 to May 15”.

602.4 Occupiable work spaces. Insert: “October 1 to May 15.”

605.2 Receptacles. Every habitable space in a dwelling unit shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. All receptacles in a bathroom shall be GFCI protected. All receptacles intended to serve the kitchen countertop shall be GFCI protected. All receptacles installed outdoors shall be GFCI protected.

SECTION 500.990 AMENDMENTS TO CHAPTER 7 INTERNATIONAL PROPERTY MAINTENANCE CODE:
– CHAPTER 7 – Fire Safety Requirements:
Chapter 7 of the International Property Maintenance Code, 2009 Edition, is adopted without modification.

SECTION 500.1000 AMENDMENTS TO CHAPTER 8 INTERNATIONAL PROPERTY MAINTENANCE CODE:
– CHAPTER 8 – Referenced Standards:
Chapter 8 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection, or clause number is hereby enacted and added thereto.

ICC – International Code Council
5203 Leesburg Pike, Suite 600
Falls Church, VA 22041

Standard reference number	Title	Referenced in code section number
Delete: IMC-09	International Mechanical Code	
Add: Mechanical Code	St. Louis County Mechanical Code	No changes made.
Delete: IPC-09		
Add: Plumbing Code	St. Louis County Plumbing Code	No changes made.
Delete: IZC-09		
Add: Zoning Code	City of Creve Coeur Zoning Code	No changes made.

NFPA – National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
Delete: 70-08	National Electrical Code	
Add: Electrical Code	St. Louis County Electrical Code	No changes made.

SECTION 2: SAVING CLAUSE: Nothing in this ordinance or in the Property Maintenance Code hereby adopted, shall be construed to affect any suit or proceeding currently pending in any court as of the effective date hereof, or any rights previously acquired or liability previously incurred, or any cause or causes of action existing under any ordinance hereby repealed, as cited herein.

SECTION 3: SEVERABILITY: If any section, subsection, provision, sentence, clause, or phrase of this ordinance or of the ICC International Property Maintenance Code, 2009 Edition, is, for any reasons held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or of said code, and the City of Creve Coeur City Council hereby declares that it would have passed the same , even though such portion so held to be unconstitutional had not been included therein.

SECTION 4: EFFECTIVE DATE: This ordinance shall become effective on ~~September 1, 2011~~ January 1, 2012.

Adopted by the City Council this ____ day of ________, 2011.

____
Tara Nealey
PRESIDENT OF THE CITY COUNCIL

Approved this ___ day of ______, 2011.

____
Harold L. Dielmann
MAYOR

ATTEST:

____
Deborah Ryan, MRCC
CITY CLERK

Creve Coeur Apartment Complexes Exhibit A

Apartment Complex	Total # Units	Turnover Rate (%) / year	Contact Information	Age of Complex (year built)	Approximate # of re-occupancy inspections/year
Waterford Downs	208	61	11502 Craig Court Creve Coeur, MO 63146-5230 1-866-421-2577 Amy	1988	126
Heather Ridge	186	54	1007 E. Rue De La Banque Creve Coeur, MO 63141-5175 569-0062	1980	100
Village Park	144	20	11614 Old Ballas Road Creve Coeur, MO 63141 1-866-487-7059 Julie	1977	29
Camden Cross Creek	591	57	807 Cross Creek Drive Creve Coeur, MO 63141 314-878-4000	1975	337
Camden Cove West	276	61	12400 Lighthouse Way Creve Coeur, MO 63141 314-878-3000	1988	168
Kings Landing	152	74	618 N. New Ballas Road Creve Coeur, MO 63141 314-579-0200 Carla	2007	112
Warson Village	162	50	1000 Darwick Court Creve Coeur, MO 63132-2910 1-866-559-1103 Mandy	1969	81
Camden Westchase	160	63	10871 Chase Park Lane Creve Coeur, MO 63141 314-432-3700	1986	100
Edgewater Court	359	57	1003 Mariners Point Court Creve Coeur, MO 63141 1-888-880-9517 Tracy	1967	205
Hallmark	218	15	1 New Ballas Place Creve Coeur, MO 63146 314-432-5200	2001	33
TOTAL	2,456	53	-	-	1,291

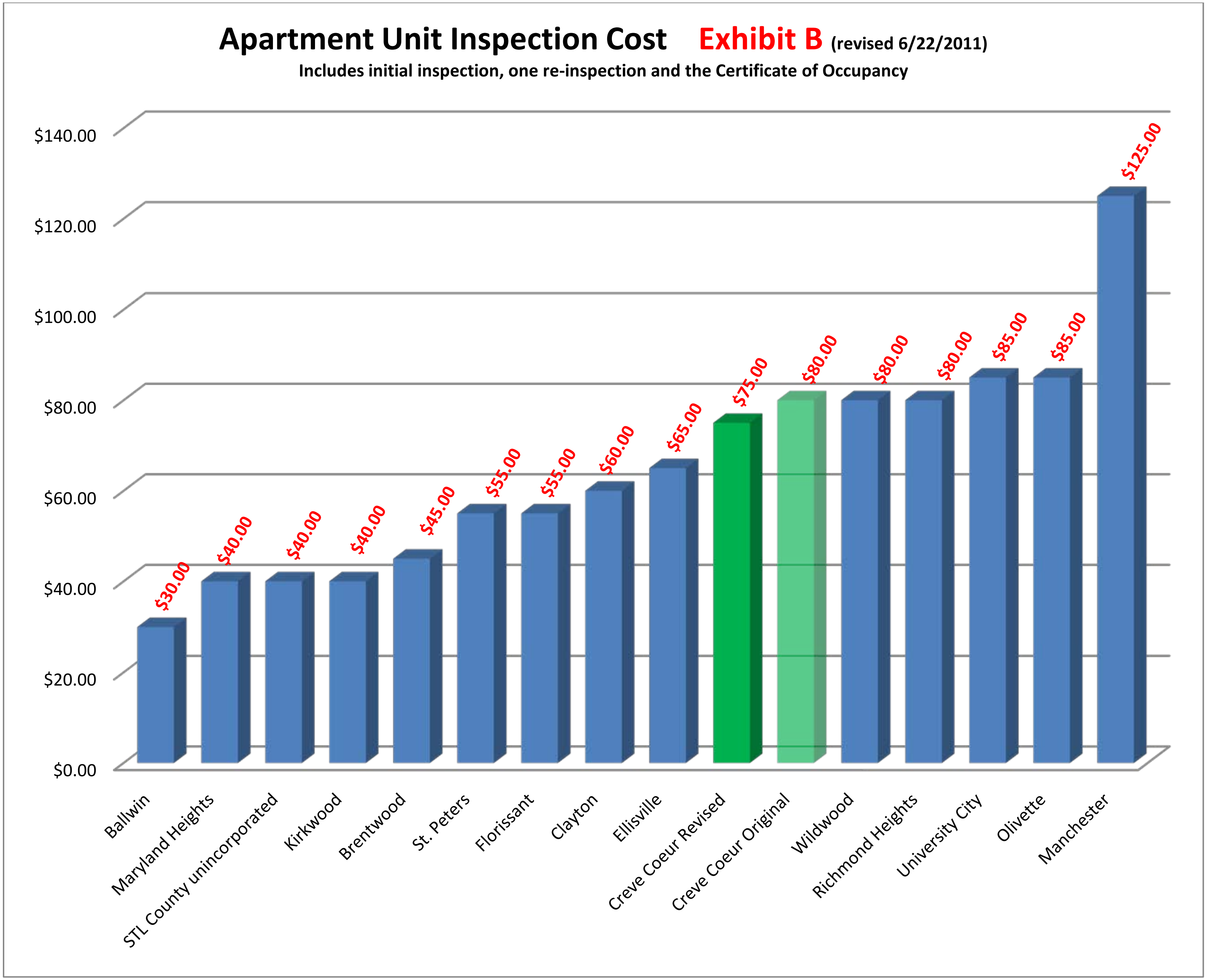
Apartment Unit Inspection Cost
Exhibit B (revised 6/22/2011)
Includes initial inspection, one re-inspection and the Certificate of Occupancy
$140.00
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$30.00
$40.00
$40.00
$40.00
$45.00
$55.00
$55.00
$60.00
$65.00
$75.00
$80.00
$80.00
$80.00
$85.00
$85.00
$125.00
Ballwin
Maryland Heights
STL County unincorporated
Kirkwood
Brentwood
St. Peters
Florissant
Clayton
Ellisville
Creve Coeur Revised
Creve Coeur Original
Wildwood
Richmond Heights
University City
Olivette
Manchester

EXHIBIT C (revised 6/22/11)

PROJECTED REVENUE AND EXPENDITURE

(Based upon an average of 1,291 apartment units inspected per year)

Revenue Projections

~~$80.00~~ $75.00 inspection fee x 1,291 units inspected*=~~$103,280~~ $96,825

PLUS penalty revenue from landlords who allow occupancy before inspection.

PLUS additional permit fees for mechanical or remodeling projects proceeding without permits discovered during occupancy inspections.

PLUS reinspection fees ($40) if more than 2 inspections are required.

There will be a $100.00 penalty fee assessed for allowing occupancy before inspection. These inspections take more time to perform, violations are more difficult to correct and there is an increased potential for court action.

*Assume 53% turnover of apartment units per year.

Projected Expenditures : $12,000 = Part-time Office Assistant

~~$80,134~~ $77,899 = Inspection Costs*

~~$92,134~~ $89,899= Total**

*Inspection Costs are based on:

A. Kings Landing and Hallmark - 145 initial inspections plus 72 re-inspections being made per year x .75 man-hours per inspection x $41.37 per hour (includes wages, benefits, social security, etc.) OR 163 man-hours x $41.37 = $6,743.

B. Other Apartment Communities - ~~1,291~~ 1,146 initial inspections plus ~~646~~ 574 re-inspections being made per year x 1 man-hour per inspection x $41.37 per hour OR ~~1,937~~ 1,720 man-hours x $41.37 = ~~$80,134~~ $71,156.

These costs may be absorbed by present staff if a full-time code enforcement officer is not hired.

** Total projected expenditures do not include other administrative and overhead costs (approximately 8%)

City of Creve Coeur (Exhibit D)

Apartment Re-Occupancy Inspection Checklist

Rental Unit Address ______________________ Apartment Community ______________________

Date of Inspection ______________________ Inspector Name ______________________

This inspection report is intended to be used exclusively by the City of Creve Coeur and should not be used for any other purpose. This report is based solely upon what features and facilities were readily visible at the time of inspection and should not be considered to be a comprehensive review of the entire structure.

Check the box next to each item that was inspected and found to be in compliance or noncompliance with the 2009 International Property Maintenance Code, as adopted by the City of Creve Coeur. Questions about this report can be directed to the Creve Coeur Building Division at 314-872-2500.

	YES	NO		YES	NO		YES	NO
Premises / Site: Walkways, stairways, parking lot, fences, swimming pool/barrier, refuse and debris, trash enclosures, retaining walls, storm water drainage, erosion, derelict vehicles.	p	p	**Sanitation :** Toilets operational, hot water, food preparation facilities, odors, clothes dryer vented to exterior	p	p	**Street Address :** Street signs intact, unit address visible, numbers minimum 4 inches in height, contrasts with background, missing numbers.	p	p
Interior Envelope : Attic access, draftstopping and/or fire partitions in attic, continuity and integrity of fireresistance rated walls/ceilings, fire sprinkler system.	p	p	**Kitchen :** Exhaust fan filter, GFCI receptacle, disposal wiring, plumbing under sink, faucets, dishwasher works.	p	p	**Floor coverings :** Worn carpet/tile, uneven surfaces, trip hazards, thresholds	p	p
Exterior Envelope : Peeling paint, siding, roof covering, guttering, trim, exterior doors, tuck-pointing, caulk, balcony/deck condition, foundation watertight.	p	p	**Smoke Detectors :** Operational, battery back-up, proper location, expired	p	p	**Bathroom :** Bathing facilities, exhaust fan, tempered glass by tub, plumbing, privacy, fixtures work.	p	p
Garage / Carport : Fireresistance rated floor/ceiling assemblies, storage areas, lighting, doors, floor surface, fire sprinklers.	p	p	**Water Heater :** T&P valve, venting, seismic restraint, leakage, gas shut off valve, dielectric unions, discharge tube, floor drain/pan	p	p	**Interior Stairway :** Structurally sound, guardrails, handrails, treads tight, headroom, lighting	p	p
Windows : Broken glass, screens, window balances, locks, leaks, seals, bedroom windows fully open.	p	p	**Furnace/AC :** Operational, thermostat, filter, clearance to combustibles, venting, floor drain/pan, proper shut-offs, combustion air.	p	p	**Infestation :** Evidence of rodents or insects, mold visible	p	p
Interior Surfaces : Holes in walls, paint, trim attached, interior doors, door hardware, closet doors, ceilings, double keyed deadbolts not permitted.	p	p	**Electrical :** Grounded outlets, service entry cable, panel box cover, cover plates, proper operation of switches, breakers labeled, no extension cords	p	p	**Fireplaces :** Hearth extension, shut off valve, clearance to combustibles, firebox condition, damper operates.	p	p

Please correct the following violation(s) noted above and below within thirty (30) days of the inspection date and schedule a re-inspection to verify compliance. A Certificate of Occupancy will not be issued until violations within the dwelling unit and exterior violations relating to the life safety of the occupants have been corrected. A separate violation notice may be issued for exterior violations that will take more than thirty (30) days to correct.

____

____

____

____

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____

Occupancy of this unit is APPROVED / DISAPPROVED / CONDITIONAL APPROVAL on this date. Re-inspection Required YES / NO.

Inspector Signature ______________________________ Phone #__________________Date __________________

Re-inspection Approval ______________________________ Date ____________________

EXHIBIT E

City of Creve Coeur

Certificate Of Occupancy

This apartment dwelling unit has been inspected and found to be in substantial compliance with the 2009 International Property Maintenance Code as adopted by Ordinance No._______.

Address ____.

This certificate is non-transferable and is applicable only to the address of the apartment dwelling unit that appears on this document. A re- inspection and new certificate of occupancy is required after one (1) year of the date of issuance OR after the occupation of this apartment dwelling unit is terminated, whichever is longer. This certificate is not to be used for any other purpose and does not convey any other rights, warranties or guarantees to the occupant. Use of this property for any other purpose other than as a residential dwelling unit is a violation of the Creve Coeur Zoning Code.

Inspector Certification ________________________________ Date _______________

Any questions or concerns about this document should be directed to the Creve Coeur Building Division at 314-872-2500

CITY OF CREVE COEUR
BUILDING DIVISION

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: June 8, 2011

RE: Response to Carla Powell's (Regional Property Manager for King's Landing Apartments) May 16, 2011 Letter (Exhibit F).

Ms. Powell is requesting that King's Landing Apartments be exempted from the proposed Apartment Re-Occupancy Program until 2017 for reasons stated in her letter.

The building division is proposing that the 2009 International Property Maintenance Code be adopted to provide minimum requirements and standards for the maintenance of premises, HVAC equipment, sanitation equipment, electrical service, life safety equipment and fire safety features that serve existing apartments and other buildings.

This code has no 'age of building' exemption or 'younger building' exception. It regulates all existing buildings regardless of their construction date. Per the building code, once a building under construction has been given its final mechanical, electrical, plumbing and building inspection approvals (and been issued its certificate of occupancy) it becomes an existing building.

Listed below are common violations the building division has found in apartment buildings of any age:

- Burnt-out bulbs in exit signs and emergency egress lights.
- Depleted batteries that provide emergency power to illuminate exit signs and emergency egress lights during a power outage.
- Fire door assemblies that serve exit stairways do not close and latch properly OR have been propped open.
- Holes have been cut through fire barriers in attics that prevent the spread of fire and smoke from one dwelling unit to another.
- Illegal storage occurs in exit stairways that provide safe egress for the building's occupants.

- Fire door assemblies that separate dwelling units from the exit access corridor no longer close and latch properly.
- Smoke detectors within dwelling units are not functioning properly.
- Ground-fault circuit interrupters (GFCIs) serving electrical receptacles in bathrooms or near kitchen sinks are no longer operable.

If it is decided that an Apartment Re-Occupancy Program should be implemented, all ten (10) apartment complexes within the City of Creve Coeur should be equally and consistently regulated by the 2009 International Property Maintenance Code.

EXHIBIT F

c: Paul L
~~Steve U.~~

RECEIVED
MAY 20 2011
BUILDING DEPT.

Kings LANDING
CREVE COEUR

RECEIVED
MAY 19 2011
CITY OF CREVE COEUR

May 16, 2011

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

To: Councilwoman Tara Nealey, Ward 2
Councilman James Wang, Ward 2

RE: Proposed Apartment Re-occupancy Permit Program

Attachments: Exhibit A – 2011 Inspection of Sprinkler System
Exhibit B – Authorized Elevator Contract
Exhibit C – 2011 Elevator Inspection

My name is Carla Powell and I am the Regional Property Manager for Kings Landing Apartments. I would like to request that Kings Landing Apartments be exempted from the proposed Apartment Re-occupancy Permit Program until the property is at minimum 10 years of age in 2017.

Kings Landing is the newest property in Creve Coeur, at just 4 years of age. The concerns outlined in the proposal seem to be focused on maintenance issues that are prevalent in older properties. We do not have these issues at Kings Landing. There are no gas appliances. All apartments have hard wired smoke detectors, GFCI's, and sprinkler systems that are monitored by an outside company. The sprinkler system is inspected annually. The most recent inspection took place in February 2011, with no deficiencies cited. I have enclosed a copy of that inspection (Exhibit A).

Our property has a contract with Authorized Elevator (Exhibit B), to inspect our elevators monthly to ensure that they are in proper working order, and safe for residents. This far exceeds the requirement of an annual inspection required by the State of Missouri. Our four elevators were inspected in March 2011, with no deficiencies cited (Exhibit C).

Kings Landing was built to today's construction standards, and each unit was signed off on by the City of Creve Coeur just 4 years ago. I believe it is unfair to compare a 4 year old property to a 40 year old property.

Due to our flexible lease terms, and relationships with corporate companies in the area, our property has averaged 112 move ins per year for the last three years. The average turnover rate for most apartment communities in Creve Coeur is between 70-80% annually. I believe the amount of inspections will be close to double what the city proposal anticipates. Eliminating inspections at Kings Landing for the first few years of the program should help the city keep up with the pace of the inspections at the older properties.

I, along with other property managers, met with Mark Perkins & Steve Unser on April 1, 2011 and May 10, 2011 to address some of our concerns. Mr. Unser expressed a concern that waiving the permit requirement for only Kings Landing would provide us with an unfair advantage over the other Creve Coeur communities. Being that my monthly rents are $400-$800 more, per month, than the other Creve Coeur communities, I don't believe waiving the permit requirement allows Kings Landing an unfair advantage.

I would like to, again, extend the offer for all Council members to stop by Kings Landing to view our property. We are very proud of our property and our ability to maintain it to the highest standards that the City of Creve Coeur desires.

If you have any questions or concern, please feel free to contact me at the Kings Landing leasing office at 314-432-1030.

Sincerely,

Carla Powell
Regional Property Manager
Kings Landing Apartments/MLP Management
cpowell@mlpllc.com

cc: Beth Kistner, Councilwoman Ward 1
David Kreuter, Councilman Ward 1
Charlotte D'Alfonso, Councilwoman Ward 3
Robert Hoffman, Councilman Ward 3
Scott Saunders, Councilman Ward 4
Jeanne Rhoades, Councilwoman Ward 4
Mark Perkins, City Administrator

CITY OF CREVE COEUR
BUILDING DIVISION

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: June 8, 2011

RE: Response to Celeste Reuter's (Governmental Affairs Director for the St. Louis Association of Realtors) March 25, 2011 Letter (Exhibit G).

For reasons stated in her letter, Ms. Reuter is requesting that a deadline (date) for expanding the proposed re-occupancy program to include detached single-family dwellings, townhomes and multi-story condominiums be inserted into Bill No. 5303.

As proposed, Bill No. 5303 would exempt these type dwelling units from being inspected by the city prior to them being occupied by new owners or new renters.

The building division is proposing this exemption because:

- There is a more immediate need to regulate the re-occupancy of apartment dwelling units for the reasons described in the June 8, 2011 Memo to the City Administrator.
- Additional staff would be needed to handle the additional inspection and administrative work load that would result from expanding the re-occupancy program.

Due to the city's aging housing stock and the witnessing of similar violations by city staff when responding to complaints from neighbors, expanding the apartment re-occupancy program to include detached single-family units, townhomes and multi-story condominiums would seem to be the next logical step.

ST. LOUIS ASSOCIATION OF REALTORS®

12777 Olive Blvd., St. Louis, MO 63141-6210
314/576-0033 Education Department 314/275-7888
FAX 314/576-7143
www.stlREALTORS.com

March 25, 2011

Mr. Steve Unser
Building Division Manager
City of Creve Coeur
300 North New Ballas Rd
Creve Coeur, MO 63141

Dear Steve,

Thank you for sending the packet related to the proposed Apartment Re-occupancy Inspection Program. On behalf of the nearly 7500 members of the St. Louis Association of REALTORS®, I would like to express my sincere appreciation for your willingness to discuss this program with us and for the opportunity to share some comments based on the position of our Association. After reviewing the materials and the proposed ordinance, our Association has the following comments:

The St. Louis Association of REALTORS® supports the efforts of the City to improve public safety and welfare, increase code compliance, and preserve housing values through proper maintenance initiated by re-occupancy inspections. However, we believe that this program should be implemented for all residential property, not just for apartment complexes. While apartments may suffer increased wear and tear as a result of more frequent turnover, not all building code updates are dependent on wear and tear. Most single family homes in the 30-60 year old range will have some of the compliance issues mentioned in the staff memo simply because the codes have been changed in the years since the homes were built.

Additionally, the St. Louis Association of REALTORS® strives to protect the private property rights of all owners and tenants. While we don't believe this to be the City's intention, singling out apartment complexes creates a separate class of property owners and residents with respect to inspection requirements.

We understand that the logistics of instituting a program such as this can be daunting. Therefore, we would propose and strongly encourage a timeframe whereby the program would be expanded to all residential property, similar to what was implemented in unincorporated St. Louis County in 2005-2007. St. Louis County began requiring re-occupancy permits for rental properties on October 1, 2005, and this requirement was expanded to all residential properties on July 1, 2007. The Association asks that a similar timeframe be incorporated into the ordinance in Creve Coeur.

According to the research I shared with you earlier this year, approximately 200-300 single family homes and condos are sold within the City of Creve Coeur each year, depending on how well the market is performing. This number gives an estimate of the additional number of inspections that would need to be performed in a given year in order to expand the program to all residential property.

Once again, I appreciate the opportunity to share with you the position of the St. Louis Association of REALTORS® and I look forward to continuing to work with you on this program. I encourage you to share this letter with the Mayor, Council Members and City Staff who are involved in this process. If there are any questions or concerns, please don't hesitate to contact me at 314-590-2307 or crueter@stlrealtors.com. Thank you.

Sincerely,

C Rueter

Celeste Rueter, MD
Governmental Affairs Director

Exhibit H

Unser, Steve

From: Waterford Downs Manager [waterfordmanager@charter.net]
Sent: Tuesday, June 14, 2011 4:10 PM
To: Perkins, Mark C.; Unser, Steve
Cc: Greg Welch
Subject: Occupany Permit Creve Coeur

Hello Mark and Steve,

Thank you for speaking with me today. Per our discussion regarding the mention of Occupancy Permit fee being lowered for apartment communities due to the age of the building, I believe that this will create an issue within the Apartment Leasing Market in Creve Coeur.

Per the example that I had used: A prospective resident visits Waterford Downs and learns that they will need to provide the $80.00 fee for permit as part of move in fees and then visits our competition, Kings Landing. When visiting Kings Landing they learn that they will only have to pay $60.00 for the permit fee.

This will make two issues occur. The first being that our prospective resident may think Waterford Downs is trying to earn an additional income from the permit fee. The second being that they may choose to lease with the competition due to the permit fee being lower.

All of the Apartment communities will be passing this fee onto the new resident. The only time the apartment community will be paying for this out of pocket is if it does not pass a second/third inspection and is forced to pay the additional re-inspection fee.

While I do agree that the price of the Occupancy Permit fee is high for the Creve Coeur area, I do not agree that it would be fair and equal to lower the fee for some and not for all.

Thank you for your time,

Amy Burnley | Property Manager | Waterford Downs Apartments | P 314.432.2007 | F 314.432.1996

BILL NO. 5304 **ORDINANCE NO. ________**

AN ORDINANCE AMENDING APPENDIX B, COMMUNITY DEVELOPMENT AND PUBLIC WORKS FEE SCHEDULE, TO TITLE IV OF THE CITY CODE OF ORDINANCES AND ENACTING A REVISED APPENDIX B TO TITLE IV, COMMUNITY DEVELOPMENT AND PUBLIC WORKS FEE SCHEDULE.

WHEREAS, the city has previously adopted a schedule of fees for building permits and inspections, other permit fees and inspections and other code enforcement charges, and

WHEREAS, surveys of St. Louis County Department of Public Works and other St. Louis County municipalities and an internal Staff review of costs indicate that revision of this Schedule of Fees is warranted and appropriate, and

WHEREAS, the Department of Community Development of the City of Creve Coeur and the Building Code Board of Appeals of the City of Creve Coeur have recommended that the Schedule of Fees outlined in Appendix B to Title IV of the Municipal Code be revised as outlined in this ordinance, and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by 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, MISSOURI, AS FOLLOWS:

SECTION 1. Appendix B to Title IV of the Code of Ordinances of the City of Creve Coeur, Missouri, entitled as “Community Development and Public Works Fee Schedule”, is hereby amended so as to revise the existing provisions noted in the attached Appendix B therefore.

SECTION 2. Be it further ordained this Ordinance shall become effective on ~~September 1, 2011~~ January 1, 2012.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF ______________, 2011.

____
Tara Nealey
President of the City Council

APPROVED THIS ____ DAY OF ____________, 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan, City Clerk

Exhibit 3
(Proposed changes are noted in red)

APPENDIX B TO TITLE IV.
COMMUNITY DEVELOPMENT AND PUBLIC WORKS
FEE SCHEDULE

Cross Reference—Licenses, permits and miscellaneous business regulations, ch.605

Schedule of Fees
For
Community Development and Public Works

City of Creve Coeur, Missouri
300 N. New Ballas Rd.
Creve Coeur, Missouri 63141

MISCELLANEOUS FEES

1. Fence permit fee……$15.00
   Plus a minimum of two (2) inspections, each $5.00

2. Certificate of occupancy for a commercial building, tenant space or new home.
   Temporary…$65.00
   Permanent …$65.00

3. Certificate of occupancy for an apartment dwelling unit…..~~$80.00~~ $75.00
   The certificate of occupancy fee shall be doubled when an apartment dwelling unit is found to be occupied without a certificate of occupancy and, in addition, a penalty of up to one hundred dollars ($100.00) may be levied against the apartment complex owner who has previously allowed occupancy without a certificate of occupancy.

NO OTHER CHANGES TO APPENDIX B ARE PROPOSED.

BILL NO. 5313 ORDINANCE NO. __________

AN ORDINANCE AMENDING THE ADOPTED 2010-2011 GENERAL FUND
BUDGET OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 28, 2010 BY ORDINANCE NO. 5137, AMENDED BY ORDINANCE NO. 5151 ON SEPTEMBER 27, 2010, AMENDED AMENDED BY ORDINANCE NO. 5168 ON DECEMBER 13, 2010 AND AMENDED BY ORDINANACE NO. 5179 ON MARCH 14TH, 2011, AND AMENDED BY BILL NO. 5312 CONSIDERED FOR PASSAGE AT THE JUNE 13, 2011 MEETING.

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL ,ENTERPRISE, AND CAPITAL FUNDS FOR THE 2010-2011 FISCAL YEARS AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF $40,622 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND		
CITY COUNCIL	$	200
CITY CLERK		300
ADMINISTRATION		3,994
MIS		1,818
COMMUNITY SERVICES		450
POLICE - INVESTIGATIONS		710
POLICE - -PATROL		5,600
PUBLIC WORKS - ADMIN		5,425
STREETS		4,100
PARKS		5,200
BUILDING INSPECTIONS		1,200
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	$	28,997
ENTERPRISE FUND		
PROSHOP	$	835
TOTAL ADDITIONAL APPROPRIATIONS-ENTERPRISE FUND	$	835
CAPITAL FUND		
LAVERNE COLLINS PARK	$	10,790
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	$	10,790
TOTAL ALL ADDITIONAL APPROPRIATIONS	$	40,622

BILL NO. 5313 ORDINANCE NO. __________

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL ,ENTERPRISE, AND CAPITAL FUNDS FOR THE 2010-2011 FISCAL YEARS AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF $841,575 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND		
CITY COUNCIL	$	20,000
CITY CLERK		3,000
ADMINISTRATION		8,940
MIS		5,000
FINANCE		1,200
INTERDEPARTMENTAL		5,000
MAINTENANCE OF MUNICIPAL PROPERTY		7,500
POLICE - ADMINISTRATION		10,000
POLICE - INVESTIGATIONS		6,000
POLICE - PATROL		8,000
PUBLIC WORKS - ADMIN		6,500
STREETS		51,200
PARKS		12,000
PLANNING		15,000
BUILDING		5,000
TOTAL ADDITIONAL UNAPPROPRIATIONS-GENERAL FUND	$	164,340
ENTERPRISE FUND		
ICE ARENA	$	11,400
GOLF COURSE MAINTENANCE		835
GOLF COURSE PROSHOP		8,000
FOOD SERVIICE		2,000
TOTAL ADDITIONAL UNAPPROPRIATIONS-ENTERPRISE FUND	$	22,235
CAPITAL FUND		
GOVERNMENT CENTER BOILER REPLACEMENT	$	200,000
DAUTEL ROAD REALIGNMENT		200,000
NEW BALLAS ROAD SIDEWALK		250,000
CAPITAL EQUIPMENT		5,000
TOTAL ADDITIONAL UNAPPROPRIATIONS-CAPITAL FUND	$	655,000

SECTION 3. THE ANNUAL ENTERPRISE FUND OPERATING BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED, IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES

ACCOUNT		AMOUNT
GREENS FEES	$	(25,000)
CART RENTALS		(8,000)
BEER		(4,000)
SANDWICHES AND HOTDOGS		1,000
COFFEE, TEA, SOFT DRINKS		(5,000)
SNACKS		(2,500)
TOTAL ENTERPRISE FUND REVENUES	$	(43,500)

BILL NO. 5313 ORDINANCE NO. ________

SECTION 4. THE ANNUAL CAPITAL FUND BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT		AMOUNT
SALES TAX	$	107,000
REIMBURSEMENTS		(500,000)
TOTAL RETIREMENT FUND REVENUES	$	(393,000)

SECTION 5. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _______ DAY OF _______________ 2011.

TARA NEELEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _______ DAY OF _______________ 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

MEMORANDUM

DATE: 6/9/2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Fiscal Year 2011 Budget Adjustment Number 5

During the fiscal year it becomes necessary to adjust the adopted budget. Since the last budget adjustment in May, 2011 a number of events have occurred that require an adjustment to the fiscal year budget adopted on June 28, 2010. Some of the more significant adjustments include:

1. Legal Services (City Council) – Reduce by $20,000
   Less legal services used in 2011
2. Professional Services (Admin) – Reduce by $6,000
   Less professional services than anticipated
3. Salaries Temp (Police Admin) – Reduce by $8,000
   Less part-time help needed
4. Overtime (Investigation) – Reduce by $6,000
   Less overtime needed than anticipated
5. Overtime – (Public Works Admin) – Reduce by $6,500
   Less overtime needed than anticipated
6. Workers Compensation (Streets) – Reduce by $9,900
   Workers compensation rate lower than anticipated
7. Technical & Professional Services (Streets) – Reduce by $20,000
   Less professional services than anticipated
8. Water & Sewer (Parks) – Reduce by $12,000
   More charged to streets than anticipated
9. Planning & Design (Planning) – Reduce by $15,000
   The planning work budgeted for 2011 will not be done
10. Equipment Maintenance (Ice Arena) – Reduce by $10,000
    Maintenance costs reduced in 2011
11. Government Center Boiler Project (Capital Fund) – Reduce by $200,000
    Project will not be done in 2011 was re-budgeted in 2012
12. Dantel Road Realignment (Capital Fund) – Reduce by $200,000
    Project will be moved to 2012
13. New Ballas Road Sidewalk (Capital Fund) – Reduce by $250,000
    Project will not be completed in 2011. Will be re-budgeted in future years

In addition, revenues in the Enterprise and Capital Funds were adjusted. In the Enterprise Fund golf course and snack bar revenues were reduced due to decreased usage. Capital Fund revenues were adjusted by increasing anticipated sales tax and decreasing reimbursements as a result of the Conway road project being delayed until 2012.

I would be please to respond to any questions.

FIFTH BUDGET ADJUSTMENTS
2011

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	DEPT TOTAL
		GENERAL FUND REVENUES		
TOTAL REVENUE ADJUSTMENTS				
	TOTAL		0	
		GENERAL FUND EXPENDITURES		
Salaries(City Council)	01-11-12-5101	Partial salaries for out going Council Members	200	
Legal and accounting Services(Council)	01-11-12-6201	Less legal expense than anticipated	-20000	-19800
Salaries(City Clerk)	01-11-13-5101	Slightly higher raise than anticipated	300	
Health Insurance(City Clerk)	01-11-13-5230	Less Insurance cost than anticipated	-3000	-2700
Provision for Salary adjustment(Administration)	01-12-11-5109	Less salaries than anticipated	-2940	
Health Insurance(Administration)	01-12-11-5230	Higher health cost than anticipated	2200	
Pension(Administration)	01-12-11-5241	Higher Pension cost than estimated	1794	
Professional Services(Administration)	01-12-11-6203	Less money spent on Professional services than anticipated	-6000	-4946
Salaries(MIS)	01-12-51-5101	Slightly higher salaries than anticipated	318	
Health Insurance(MIS)	01-12-51-5230	Change in Coverage	-5000	
Office Equipment Maintenance(MIS)	01-12-51-6213	Higher Maintenance cost due to Fishnet study	1500	-3182
Pension(Finance)	01-13-11-5241	Less Pension payments than anticipated	-1200	-1200
Health Insurance Dedictible Reimbursement(Interdepartme	01-13-15-5246	Less Reimbursements than anticipated	-5000	-5000
Pension(Community Services)	01-14-11-5241	Pension slightly higher than anticipated	450	450
Maintenance(Equipment Maintenance)	01-16-11-6211	Less Maintenance than anticipated	-5000	
Maintenance(Building and Grounds)	01-16-11-6212	Less Maintenance than anticipated	-2500	-7500
Salaries-Temp(Police Admin)	01-21-11-5102	Reduced Part-time help this year	-8000	
Pension(Police Admin)	01-21-11-5241	Reduced Pension Cost	-2000	-10000
Salaries(Investigation)	01-21-21-5101	Salaries slightly higher than anticipated	50	
Overtime(Investigation)	01-21-21-5103	Overtime less than anticipated	-6000	
Longevity(Investigation)	01-21-21-5105	Longevity higher than anticipated	660	-5290
Salaries(Patrol)	01-21-22-5101	Less salaries due to vacancies	-5000	
Longevity(Patrol)	01-21-22-5105	Less longevity due to retirements and reassignments	-3000	
Pension(Patrol)	01-21-22-5241	Higher Pension than anticipated	5600	-2400
Salaries(PW Admin)	01-31-11-5101	Salaries more than anticipated.	625	
Overtime(PW Admin)	01-31-11-5103	Less Overtime than anticipated	-6500	
Health Insurance(PW Admin)	01-31-11-5230	Higher Health Insurance cost than anticipated	3400	
Pension(PW Admin)	01-31-11-5241	Pension cost higher than anticipated	1400	-1075
Salaries(Streets)	01-31-41-5101	Vacancies	-5000	
Salaries-Temps(Streets)	01-31-41-5102	Increased use of Temps due to vacancies	4100	
Longevity(Streets)	01-31-41-5105	Saving due to vacancies	-3800	
Worker's Compensation(Streets)	01-31-41-5243	WC rate lower than anticipated	-9900	
Technical and Professional services(Streets)	01-31-41-6202	Less than anticipated	-20000	
Equipment Maintenance(Streets)	01-31-41-6211	Less than anticipated	-5000	
Building and Grounds Maint.(Streets)	01-31-41-6212	Less than anticipated	-7500	-47100
Social Security(Parks)	01-31-43-5240	More than anticipated	1200	
Pension(Parks)	01-31-43-5241	Pension cost higher than anticipated	4000	

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	
Water and Sewer(Parks)	01-31-43-6254	More water cost charged to Streets	-12000	-6800
Planning and Design(Planning)	01-32-11-6204	No Design work done in 2011	-15,000	-15,000
Health Insurance(Building Inspection)	01-32-61-5230	Higher Insurance cost than projected	1200	
Pension(Building Inspection)	01-32-61-5241	Less Pension cost than anticipated	-5000	-3800
TOTAL EXPENDITURE ADJUSTMENTS			-135343	-135343

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
		ENTERPRISE FUND-REVENUES	
Green Fees	06-00-00-4500	Revenue estimates were too high and revenues are less than anticipated	-25000
Cart Rentals	06-00-00-4501	Revenue estimates were too high and revenues are less than anticipated	-8000
Beer	06-00-00-4504	Revenue estimates were too high and revenues are less than anticipated	-4000
Sandwiches and Hot dogs	06-00-00-4505	Revenue estimates were too high and revenues are less than anticipated	1000
Coffee, Tea. Soft Drinks	06-00-00-4507	Revenue estimates were too high and revenues are less than anticipated	-5000
Snacks	06-00-00-4508	Revenue estimates were too high and revenues are less than anticipated	-2500
TOTAL REVENUE ADJUSTMENTS			-43500
		ENTERPRISE FUND-REVENUES-CONTINUED	
TOTAL ENTERPRISE FUND REVENUE ADJUSTMENTS			0
Worker's Comp(Ice Arena)	06-14-31-5243	Rate lower than anticipated	-1400
Equipment Maintenance(Ice Arena)	06-14-31-6211	Lower than anticipated	-10000
Pension Contribution(Golf Maintenance)	06-14-32-5241	Less than anticipated	-835
Pension Contribution(Pro Shop)	06-14-33-5241	More than anticipated-budgeted to wrong account	835
Technical and Personal services(Pro Shop)	06-14-33-6202	Less services than anticipated	-3000
Salaries-Temp Employees(Food Service)	06-14-34-5102	Less Temps needed than anticipated	-5000
Soft Drinks	06-14-34-8317	Less expenses than anticipated	-1000
Beer	06-14-34-8316	Less expenses than anticipated	-1000
		ENTERPRISE FUND-EXPENDITURES	-21400
TOTAL ENTERPRISE FUND EXPENDITURE ADJUSTMENTS			0
		CAPITAL FUND REVENUES	
Sales Tax	02-00-00-4301	More sales tax than anticipated	107000
Reimbursements	02-00-00-4730	Conway Rd not funded until next year	-500000
TOTAL CAPITAL FUND REVENUE ADJUSTMENTS			-393000
		CAPITAL FUND EXPENDITURES	
Government Center Boiler Replacement	02-61-71-9501-11110	Will be done in 2012	-200000
Dautel Road realignment	02-61-71-9510-11604	Project will be finished in 2012	-200000
Laverne Collins Park	02-61-71-9506-11315	Expenditure encumbered in 2010 but paid in 2011	10790
Stormwater Master Plan	02-61-71-9509-11522	Project will not be done in 2011	-40000
New Ballas sidewalk Phase 2	02-61-71-9510-11602	Project will not be done in 2011	-250000
Capital Equipment	02-61-71-9516	Less Capital purchased than anticipated	-5000
TOTAL CAPITAL FUND EXPENDITURE ADJUSTMENTS			0

		-684210
	PENSION FUND REVENUES	
TOTAL PENSION FUND REVENUE ADJUSTMENTS		0
	PENSION FUND EXPENDITURES	
TOTAL PENSION FUND EXPENDITURE ADJUSTMENTS		0

EXPENDITURE SUMMARY

GENERAL FUND ADDITIONAL APPROPRIATIONS	28997
GENERAL FUND UNAPPROPRIATIONS	164340
NET INCREASE/DECREASE IN GENERAL FUND APPROPRIATIONS	-135343
ENTERPRISE FUND ADDITIONAL APPROPRIATIONS	835
ENTERPRISE FUND UNAPPROPRIATIONS	22235
NET INCREASE/DECREASE IN ENTERPRISE FUND APPROPRIATIONS	-21400
CAPITAL FUND ADDITIONAL APPROPRIATIONS	10790
CAPITAL FUND UNAPPROPRIATIONS	695000
NET INCREASE/DECREASE IN CAPITAL FUND APPROPRIATIONS	-684210
PENSION FUND ADDITIONAL APPROPRIATIONS	0
PENSION FUND UNAPPROPRIATIONS	0
NET INCREASE/DECREASE IN PENSION FUND APPROPRIATIONS	0
TOTAL ADDITIONAL APPROPRIATIONS ALL FUNDS	40622
TOTAL UNAPPROPRIATIONS ALL FUNDS	881575
TOTAL TRANSFERS ALL FUNDS	-840953

REVENUE SUMMARY

GENERAL FUND ADDITIONAL REVENUES	0
GENERAL FUND REDUCTION IN REVENUES	0
NET INCREASE/DECREASE IN GENERAL FUND BUDGET REVENUES	0
ENTERPRISE FUND ADDITIONAL REVENUES	0
ENTERPRISE FUND REDUCTION IN REVENUES	43500
NET INCREASE/DECREASE IN ENTERPRISE FUND BUDGET REVENUES	-43500
CAPITAL FUND ADDITIONAL REVENUES	107000
CAPITAL FUND REDUCTION IN REVENUES	500000
NET INCREASE/DECREASE IN CAPITAL FUND BUDGET REVENUES	-393000
PENSION FUND ADDITIONAL REVENUES	0
PENSION FUND REDUCTION IN REVENUES	0
NET INCREASE/DECREASE IN PENSION FUND BUDGET REVENUES	0

TOTAL ADDITIONAL REVENUES ALL FUNDS	107000
TOTAL REDUCTION IN REVENUES ALL FUNDS	543500
	-436500

BILL NO._5314_____ **ORDINANCE NO.___________**

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF CREVE COEUR FOR THE FISCAL YEAR 2012 COMMENCING JULY 1, 2011 AND APPROPRIATING FUNDS PURSUANT THERETO

WHEREAS, THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2011 HAS BEEN PROPOSED IN ACCORDANCE WITH STATE LAWS AND THE CITY CHARTER, AND

WHEREAS, THE FINANCE COMMITTEE REVIEWED AND RECOMMENDED APPROVAL OF THE PROPOSED BUDGET ON MAY 18, 2011, AND

WHEREAS, A COPY OF THE PROPOSED BUDGET HAS BEEN AVAILABLE FOR PUBLIC INSPECTION AT THE CREVE COEUR GOVERNMENT CENTER AND A PUBLIC HEARING ON THE BUDGET WAS CONDUCTED ON JUNE 13, 2011, AT WHICH TIME ALL PERSONS WERE GIVEN AN OPPORTUNITY TO BE HEARD IN ACCORDANCE WITH CITY CHARTER REQUIREMENTS AND A NOTICE OF THE PUBLIC HEARING AND A GENERAL SUMMARY OF THE PROPOSED BUDGET WERE PUBLISHED IN THE ST. LOUIS COUNTIAN ON MAY 26, 2011, AND

WHEREAS, A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS ADOPTION AND THIS BILL WAS READ BY TITLE IN AN OPEN MEETING TWO TIMES BEFORE FINAL PASSAGE.

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

SECTION 1: THE ANNUAL BUDGET FOR THE CITY OF CREVE COEUR, MISSOURI FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2011, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN, IS HEREBY ADOPTED.

SECTION 2: THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

PASSED THIS 27TH DAY OF JUNE, 2011

____
TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 27TH DAY OF JUNE, 2011

____
HAROLD DIELMANN
MAYOR

ATTEST:

____
DEBORAH RYAN, MRCC
CITY CLERK

MEMORANDUM

DATE: June 8, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Budget Adjustments to Proposed FY 2012 Budget

The proposed FY 2012 budget was previously submitted in April for consideration by the City Council. Since that time certain events have occurred that necessitate a budget adjustment. The adjustments are as follows:

1. Reduction in health insurance costs.
   The proposed 2012 budget was based on an estimated increase of 10% in health insurance premiums. The actual premium will only increase by 7.5% for 2012.

2. Change in salary for Communications Specialist.
   The salary for the Communications Specialist was increased based on the assessment of current candidates. There is some savings in benefits because the new employee will not be eligible for the retirement plan until FY 2013.

3. Increase in WCDC Budget.
   Based on the 2012 WCDC budget the City of Creve Coeur's cost for dispatch service has increased by $7,316 from $420,000 to $427,316.

4. Increase in Storm Water Budget.
   Based on the revised storm water plan the Capital Fund budget was increased by $16,000.

5. Dautel Road Realignment.
   This payment was budgeted in 2011 but will not be made until 2012.

As a result of these changes the budget is proposed to be amended as follows:

General Fund

Expenditure	Original Proposed 2012 Budget	Amended Proposed 2012 Budget	Difference
Salary & Wages	6,688,999	6,701,381	12,382
Benefits & Welfare	3,236,004	3,210,890	(25,114)
Contractual Services	4,215,197	4,222,513	7,316
Commodities	553,671	553,671	0
Capital	303,024	303,024	0
Total	14,996,895	14,991,479	(5416)

Municipal Enterprise Fund

Expenditure	Original Proposed 2012 Budget	Amended Proposed 2012 Budget	Difference
Salary & Wages	405,620	405,620	0
Benefits & Welfare	148,070	147,037	(1,033)
Contractual Services	256,894	256,894	0
Commodities	44,325	44,325	0
Retail Operation	58,500	58,500	0
Debt Interest Payment	56,550	56,550	0
Capital	45,242	45,242	0
Total	1,015,201	1,014,168	(1,033)

Capital Improvement Fund

Expenditure	Original Proposed 2012 Budget	Amended Proposed 2012 Budget	Difference
Storm Water Master Plan	40,000	56,000	16,000
Dautel Road Realignment	0	0	200,000
Total	40,000	56,000	16,000

In addition, due to a problem with the benefit spreadsheet link with the sewer lateral budget, an adjustment is required. The adjustment would reduce the proposed budget from $115,800 to $113,892.

Staff is requesting adoption of the proposed FY 2012 budget with the outlined changes above. I would be pleased to respond to any questions.

Revised
Budget

CITY OF CREVE COEUR
SUMMARY OF ESTIMATED REVENUES AND EXPENDITURES - ALL FUNDS
AND PROJECTED FUND BALANCE
FOR THE FISCAL YEAR ENDING JUNE 30, 2012

	PROJECTED JUNE 30, 2011 FUND BALANCE	REVENUES	TRANSFERS FROM OTHER FUNDS	UTILIZATION OF FUND BALANCE	TOTAL REVENUE	ESTIMATED EXPENDITURES	TRANSFERS TO OTHER FUNDS	SURPLUS/ DEFICIT	PROJECTED JUNE 30, 2012 FUND BALANCE
General Fund	$ 11,242,379	$ 15,909,457	$ 138,537	$ 0	$ 16,047,994	$ 14,991,479	$ 540,000	516,515	$ 11,758,893
Capital Improvement Fund	1,695,900	3,646,570	400,000	987,249	5,033,819	5,033,819	0	0	708,651
City Employees Retirement Fund	17,114,166	2,465,992	0	0	2,465,992	1,492,323	0	973,669	18,087,835
Municipal Enterprise Fund	25,665	953,700	140,000	2,455	1,096,155	957,618	138,537	0	23,210
Sewer Lateral Fund	331,288	135,000	0	0	135,000	113,892	0	21,108	352,396
TIF Fund	28,642	0	0	0	0	28,642	0	0	0
TOTAL - ALL FUNDS	**$ 30,438,040**	**$ 23,110,719**	**$ 678,537**	**$ 989,704**	**$ 24,778,960**	**$ 22,617,773**	**$ 678,537**	**$ 1,511,292**	**$ 30,930,986**

Proposed Budget

CITY OF CREVE COEUR
SUMMARY OF ESTIMATED REVENUES AND EXPENDITURES - ALL FUNDS
AND PROJECTED FUND BALANCE
FOR THE FISCAL YEAR ENDING JUNE 30, 2012

	PROJECTED JUNE 30, 2011 FUND BALANCE	REVENUES	TRANSFERS FROM OTHER FUNDS	UTILIZATION OF FUND BALANCE	TOTAL REVENUE	ESTIMATED EXPENDITURES	TRANSFERS TO OTHER FUNDS	SURPLUS/ DEFICIT	PROJECTED JUNE 30, 2012 FUND BALANCE
General Fund	$ 11,242,379	$ 15,909,457	$ 138,537	$ 0	$ 16,047,994	$ 14,996,895	$ 540,000	511,099	$ 11,753,477
Capital Improvement Fund	1,695,900	3,646,570	400,000	771,249	4,817,819	4,817,819	0	0	924,651
City Employees Retirement Fund	17,114,166	2,465,992	0	0	2,465,992	1,492,323	0	973,669	18,087,835
Municipal Enterprise Fund	25,665	953,700	140,000	3,488	1,097,188	958,651	138,537	0	22,177
Sewer Lateral Fund	331,288	135,000	0	0	135,000	115,800	0	19,200	350,488
TIF Fund	28,642	0	0	0	0	28,642	0	0	0
TOTAL - ALL FUNDS	**$ 30,438,040**	**$ 23,110,719**	**$ 678,537**	**$ 774,737**	**$ 24,563,993**	**$ 22,410,130**	**$ 678,537**	**$ 1,503,968**	**$ 31,138,629**

14

BILL NO. _5315_____ **ORDINANCE NO. _________**

AN ORDINANCE APPROVING A NEW CONDITIONAL USE PERMIT FOR AN AUTOMATED TELLER MACHINE PURSUANT TO SECTION 405.360(C)OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE FIRST COMMUNITY CREDIT UNION LOCATED WITHIN THE "GC" GENERAL COMMERCIAL ZONING DISTRICT AT 10950 OLIVE BOULEVARD

WHEREAS, application was made by Rick Strutman, on behalf of First Community Credit Union, requesting a conditional use permit for updating and relocating the automated teller machine (ATM) to a new location, and site development plan approval for landscape and site improvements to the property located at 10950 Olive Boulevard located in the "GC" General Commercial district; and

WHEREAS, under Section 405.360(C)(4), drive-in sales of goods or services including any freestanding drive-in banking facilities in the "GC", General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, May 16, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(3); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 4-1 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on June 6, 2011; and

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

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

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

BILL NO. 5315 **ORDINANCE NO. _________**

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

Section 1: A Conditional Use Permit is authorized for an automated teller machine pursuant to Section 405.360(C) in the "GC" General Commercial zoning district addressed as 10950 Olive Boulevard and whose legal description is as follows:

Parcel 1:
A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County, Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolongated South line of Olive Boulevard, 90 feet wide. as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point said point being 10.00 feet East of the prolongated East line of said Graeser Road. 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance or 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance or 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Read, a distance of 334.90 feet to the point of beginning. Excepting Therefrom that part conveyed to the City of Creve Coeur, according to instrument recorded in Book 7464 page 215 and further excepting therefrom that part conveyed to State of Missouri, acting by and through the Missouri Highways and Transportation Commission by instrument recorded in Book 19038, Page 258.

Parcel 2:
EASEMENT for sanitary and storm sewer drainage, created by instruments recorded in Book 6771 pages 1163 thru 1164 of the St. Louis County Records, over the following described property: A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County, Missouri, and being more particularly described as follows: commencing at the Southeast comer of the above described tract, thence South 0 degrees 02 minutes West, a distance or 200 feet, more or less, to the existing public sewer, being also the Northeast Comer or property conveyed to John A. Hezel by deed recorded in Book 1670 page 565 of the St. Louis County Records, thence North 89 degrees 14 minutes West a distance of 15 feet; thence North 0 degrees 02 minutes East, a distance of 200.00 feet, more or less, to the Southerly line of the above described tract; thence South 89 degrees 14 minutes East to the point or beginning.

SECTION 2: The issuance of this conditional use permit and the operation and maintenance of said facilities provided for by this ordinance shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and the following conditions:

1. Landscaping shall be permanently maintained in strict conformance and in good condition with at least the same quality and quantity of landscaping as shown in the drawings last revised on June 1, 2011.
2. An underground irrigation system shall be installed and maintained to serve all vegetated areas identified on the Landscape Plan dated June 1, 2011.
3. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. All hedges and shrubs shall have a minimum height of not less than two feet in height at any time.

5. The trash enclosure shall be of sealed, unpainted wood and/or brick and/or wood-grain finished PVC material that is complimentary to the principal building. At no time shall any of the structure be painted.
6. All exterior lighting will be replaced with fixtures that are fully shielded and downcast in compliance with the City of Creve Coeur's Code of Ordinances.
7. A photometric plan shall be submitted prior to the issuance of permits, showing that lighting will not cast upon an adjacent property or right-of-way.
8. Stormwater facilities shall be clean, free of debris and in proper working order as required by the Metropolitan Sewer District
9. The applicant shall submit a sign application for approval of any new signs.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
11. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
12. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF ____________________, 2011.

____
TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF ___________________, 2011.

____
HAROLD DIELMANN
MAYOR

ATTEST:

____
DEBORAH RYAN, MRCC
CITY CLERK

city of CREVE COEUR

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

Application to Planning and Zoning Commission #11-009 for a Conditional Use Permit and Site Development Plan for new Automated Teller Machine and Landscape Improvements for the First Community Credit Union

For The Meeting of: June 6, 2011

Location: 10950 Olive Boulevard

Request:
Mr. Rick Strutman, on behalf of First Community Credit Union, has submitted a request for a conditional use permit for updating and relocating the automated teller machine (ATM) to a new location, and site development plan approval for landscape and site improvements. The subject property is located on the southeast corner of Olive Boulevard and Graeser Road and is currently zoned "GC" General Commercial.

Additional Information:
The City of Creve Coeur's Zoning Ordinance requires a conditional use permit for drive-in sales of goods or services including freestanding drive-in banking facilities [Section 405.470 (8) *Conditional Use*].

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the landscape design provide for a "green line" park?

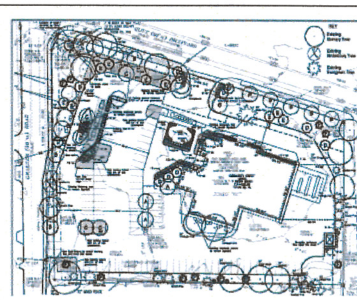
Comp. Plan References

- East Olive Corridor
- Design Guidelines

Zoning Code References

- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses
- Section 405.540: Landscaping

Applicant: Rick Strutman
First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005



Report Prepared by:

Whitney Kelly

Whitney Kelly, AICP, City Planner

6/3/2011
Date

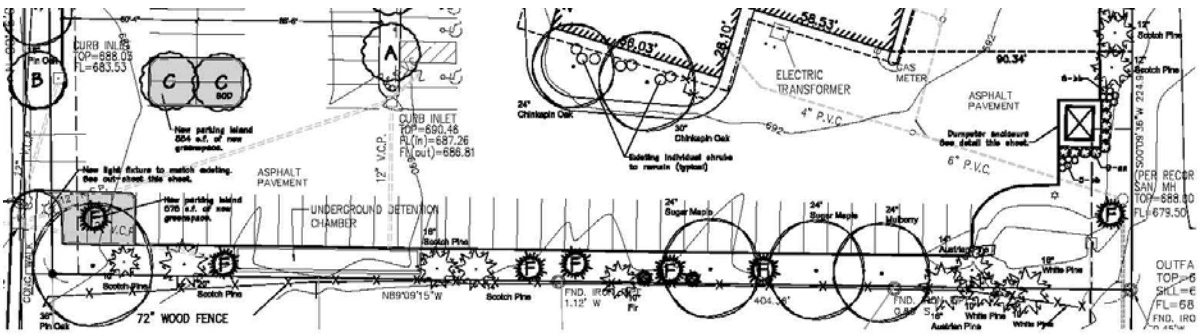
Attachments: Applicant's Landscaped Plan, last revised June 1, 2011
Previous staff report dated May 16, 2011
Draft Ordinance

PROJECT UPDATE AND DISCUSSION

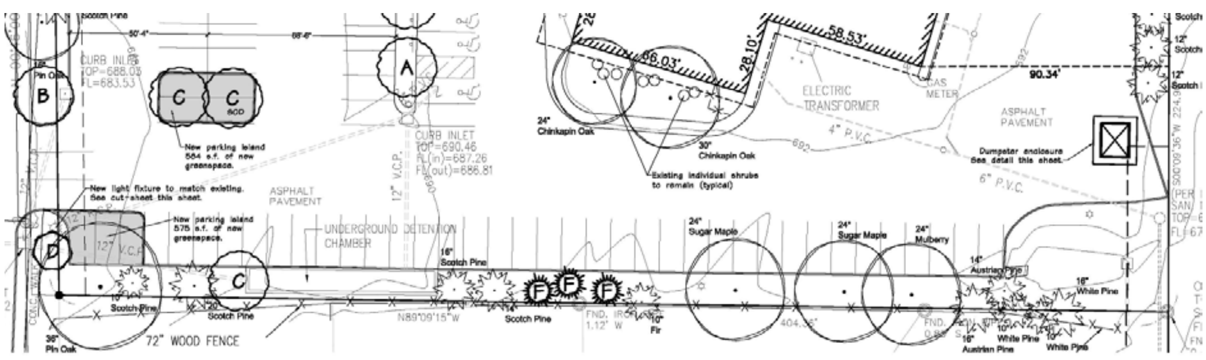
Buffer:

Bob Rosenthal, Landscape Architect with Loomis Associates, on behalf of First Community Credit Union, submitted a revised Landscape Plan based on comments at the May 16th meeting, as well as a meeting with the adjacent residents on May 31st. The changes to the landscape plan include, at the neighbors request, replacing two of the understory trees with evergreen trees, adding four more evergreen trees, and spacing them along the south property line. Comparison details of the Landscape Plan are provided below. Also shown is landscaping around the new proposed trash enclosure, as discussed during the previous Planning and Zoning Commission meeting.

Detail of the revised Landscape Plan submitted June 1, 2011 showing the south property line.



Detail of the Landscape Plan reviewed at the May 16, 2011 meeting showing the south property line.



Lighting:

The applicant has also included, on the revised drawings, details of new exterior lighting fixtures that are down cast and fully shielded in accordance with the City's Code of Ordinances. Staff recommends that a condition of approval include replacement of all of the exterior lighting on site with fixtures that are fully shielded and downcast to bring the property in conformance with the Code. Further, a condition is recommended to include a photometric study insuring lighting will not cast upon the adjacent property or right-of-way.

SUMMARY AND DRAFT ORDINANCE

The draft conditional use permit offered by Staff recommends that the approval of the ATM location and site development plan reflect the conditions discussed at the May 16th Planning and Zoning Commission Meeting, and those recommended above regarding the lighting:

- Landscaping shall be permanently maintained in strict conformance and in good condition with at least the same quality and quantity of landscaping as shown in the drawings last revised on June 1, 2011.
- An underground irrigation system shall be installed and maintained to serve all vegetated areas identified on the Landscape Plan dated June 1, 2011.
- Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- All hedges and shrubs shall have a minimum height of not less than two feet in height at any time.
- The trash enclosure shall be of sealed, unpainted wood and/or brick and/or wood-grain finished PVC material that is complimentary to the principal building. At no time shall any of the structure be painted.
- All exterior lighting will be replaced with fixtures that are fully shielded and downcast in compliance with the City of Creve Coeur's Code of Ordinances.
- A photometric plan shall be submitted prior to the issuance of permits, showing that lighting will not cast upon an adjacent property or right-of-way.
- Stormwater facilities shall be clean, free of debris and in proper working order as required by the Metropolitan Sewer District
- The applicant shall submit a sign application for approval of any new signs.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

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

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

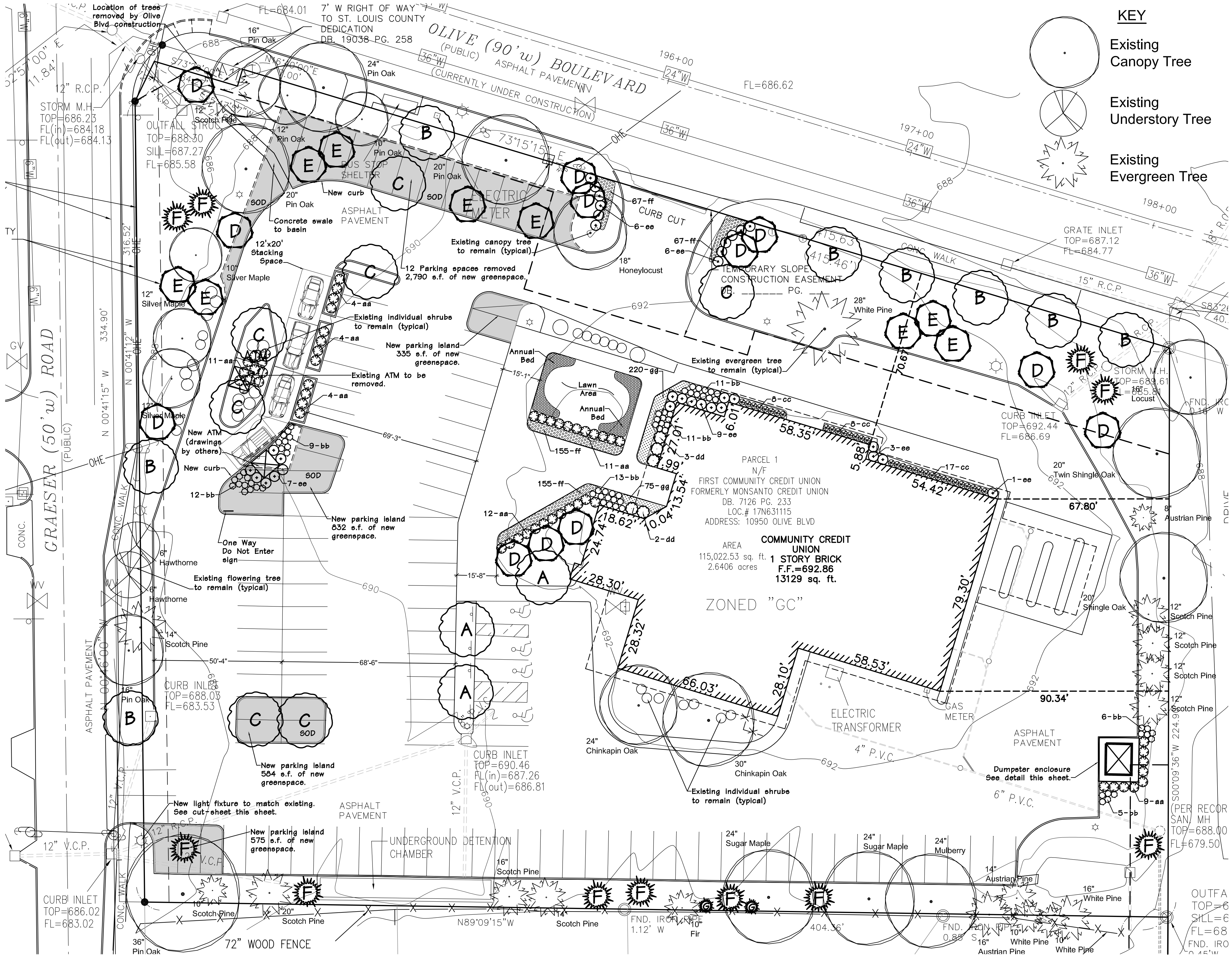
> "I move to recommend approval of the Conditional Use Permit for the ATM and site development plan submitted with Application #11-009, subject to the conditions contained in the draft ordinance attached to the staff report dated June 6, 2011" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

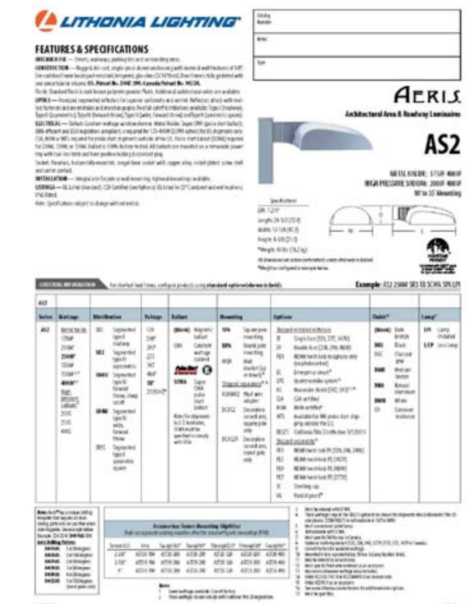


KEY

Existing Canopy Tree

Existing Understory Tree

Existing Evergreen Tree



2 L-1 **LIGHTING CUT SHEET**

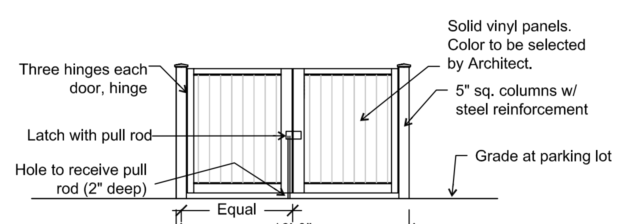
N.T.S.

SITE COVERAGE:
Building Area: 13,129 SF
Parking Areas: 59,816 SF
Site Area: 115,786
Site Coverage: 62.99%

INTERIOR LANDSCAPED AREA:
Parking Areas: 64,841 SF
Required Interior Landscaped Areas: 1,853 SF
Existing Interior Landscaped Areas: 1,293 SF
New Interior Landscaped Areas: 1,416 SF
Total Interior Landscaped Areas: 2,709 SF

CONCEPT LANDSCAPE PLAN

SCALE 1" = 20'



1 L-1 **TRASH ENCLOSURE DETAIL**

N.T.S.

Note:
An underground irrigation system will be installed per city requirements.

PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
A	3	Tilia cordata 'Greenspire'	Greenspire Linden	3"	B&B
B	8	Zelkova serrata 'Green Vase'	Green Vase Zelkova	3"	B&B
C	4	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	3"	B&B
D	12	Prunus x yedoensis	Yoshino Cherry	2 1/2"	B&B
E	9	Cercis canadensis	Redbud	2 1/2"	B&B
F	11	Picea abies	Norway Spruce	8'	B&B
G	2	Thuja standishii x plicata	Green Giant Arborvitae	6-8'	B&B
aa	55	Ilex x meserveae 'Blue Maid'	Blue Maid Holly	2-3'	
bb	67	Spiraea x bumalnda 'Goldflame'	Goldflame Spirea	18-24"	
cc	33	Buxus microphylla	Boxwood	18-24"	
dd	5	Hydrangea quercifolia	Oakleaf Hydrangea	2-3'	
ee	32	Itea virginicus 'Henry's Garnet'	Henry's Garnet Itea	2-3'	
ff	444	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 qt.	12" o.c.
gg	295	Vinca minor	Periwinkle	2" c.p.	9" o.c.

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

FIRST COMMUNITY CREDIT UNION

Creve Coeur, Missouri

Revisions:

Date	Description	No.
11-5-10	City Comments	1
12-20-10	City Comments	2
2-3-11	City Comments	3
6-1-11	P&Z Comments	4

Drawn: BAR
Checked: JAS

loomisAssociates
landscapeArchitects|planners
707 Spirit 40 Park Drive, Suite 135
Chesterfield, Missouri 63005-1194
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

Sheet Title: Concept Landscape Plan

Sheet No: L-1

Date: 08/24/10
Job #: 639.002

city of **CREVE COEUR**

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

APPLICATION TO PLANNING AND ZONING COMMISSION #11-009 FOR A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR NEW AUTOMATED TELLER MACHINE AND LANDSCAPE IMPROVEMENTS FOR THE FIRST COMMUNITY CREDIT UNION

FOR THE MEETING OF: May 16, 2011

LOCATION: 10950 Olive Boulevard

REQUEST:
Mr. Rick Strutman, on behalf of First Community Credit Union, has submitted a request for a conditional use permit for updating and relocating the automated teller machine (ATM) to a new location, and site development plan approval for landscape and site improvements. The subject property is located on the southeast corner of Olive Boulevard and Graeser Road and is currently zoned "GC" General Commercial.

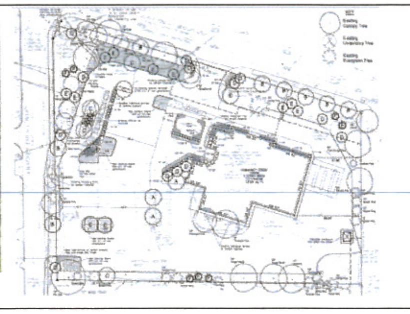
ADDITIONAL INFORMATION:
The City of Creve Coeur's Zoning Ordinance requires a conditional use permit for drive-in sales of goods or services including freestanding drive-in banking facilities [Section 405.470 (8) *Conditional Use*].

Key Issues:
- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the landscape design provide for a "green line" park?

Comp. Plan References
- East Olive Corridor
- Design Guidelines

Zoning Code References
- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses
- Section 405.540: Landscaping

APPLICANT: Rick Strutman
First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005

REPORT PREPARED BY:

Whitney Kelly, AICP, City Planner — 5/13/2011 Date

ATTACHMENTS: Applicant's Landscaped Plan, last revised Feb. 3, 2011 and photos of an example ATM facility being proposed.
Draft Ordinance

INTRODUCTION

First Community Credit Union is proposing to update and relocate the existing automated teller machine (ATM) to a new location to bring it up to current ADA Code recommendations. The applicant is also proposing new landscaping, site improvements that address property maintenance issues, and the reduction of site coverage to meet the sixty-three percent (63%) coverage standard per Section 405.360(E)(3). No changes to the building are being made with this application. The property is currently zoned "GC" General Commercial District and drive-in sales of goods or services including any freestanding drive-in banking facilities are permitted with conditions by the City Council.

BACKGROUND AND EXISTING CONDITIONS

The subject property was originally developed in 1970. The property received approval of a site development plan and landscape plan in 1993 for the ATM at its current location from the Planning and Zoning Commission. In June of 2010, staff notified the applicant of property maintenance complaints and that the landscaping had been allowed to deteriorate beyond conformance with the prior approved landscape plan. Since then, staff has been working with the applicant on submitting a landscape plan to either match the prior approved plan or to submit a new design. While developing a new landscape design for this site, First Community Credit Union, also decided to replace the existing ATM and relocate it to a new location on site, thus requiring a conditional use permit. The ATM facility will be of similar style as those presented in the photographs as part of the applicant's materials. The project will address the property maintenance issues that include properly enclosing the dumpster, and replacing non-conforming light fixtures, and improving the site coverage. Current conditions include site coverage of 70.4%.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	"GC" General Commercial	Olive Boulevard
South	Residential	"C" Single Family Residential	NA
East	Residential	"C" Single Family Residential	N/A
West	Commercial	"GC" General Commercial	Graeser Road

COMPREHENSIVE PLAN REVIEW

The subject property is located in the East Olive Corridor planning area of the Comprehensive Plan. The Comprehensive Plan outlines a vision of small businesses with a residential neighborhood character, substantial green spaces and landscaping, and with a goal of a "green line" park giving the impression of driving or walking through a park along Olive Boulevard. The Neighborhood Preservation and Economic Development element also advocates for greenspaces that buffer adjacent residences from the business along Olive. Boulevard.

The proposed landscaping maintains the suburban and open greenspace character advocated in the Comprehensive plan, and will allow this property to blend in with surrounding neighborhood south and east of Olive Boulevard.

DESIGN GUIDELINES REVIEW
The Design Review Guidelines provide specific direction for the redevelopment of properties:

Chapter 4 / Landscape Design

1. *The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept.*
2. *There should be a consistency of landscape design throughout a development. Different landscape themes may be used to heighten the distinction between spaces, and to strengthen a sense of movement and space, but such themes should be internally consistent*
3. *The design of a landscape plan should aid and direct vehicular and pedestrian circulation and encourage pedestrian interaction.*
6. *Parking areas, traffic-ways and parking structures are to be enhanced with landscaped spaces containing trees, tree groupings, and shrubbery or other landscape enhancements, including berms.*
8. *Landscaped areas are to be maximized and balanced throughout the site. Tree and shrub plantings should be grouped together to create strong accent points with the site plan.*
9. *Landscape plans should incorporate all site elements, such as outdoor lighting, signage, trash receptacles and fencing.*
10. *The scale and nature of landscape materials are to be appropriate to the site and/or the structure. Large-scale landscaping generally should complement large-scale buildings. Landscaping of sites on major streets should include large-scale trees.*

Chapter 5 / Miscellaneous

F. *Screening (Fences and Walls)*
   2. *The design of fencing, sound walls, trash enclosures, and similar site elements is to be compatible with the architecture of the main buildings and should use similar materials.*
   6. *All exterior trash and storage area, service yards, loading docks and ramps, wood service poles, electric and gas meters, irrigation back flow prevention devices, and transformers are to be screened from view in a manner that is compatible with the building and site design. Screening materials should be the same as the primary building materials. The location of such services should be sited with limited visibility to pedestrians and/or adjacent property.*

The proposed landscape plan is an improvement to the existing site and will lower site coverage from 70.4% to 63%, through the removal of 24 parking spaces. The plan includes a mix of trees and the deletion of the 12 parking spaces along Olive Boulevard at the northwest corner that allows the entire frontage to provide the kind of substantial landscape in the context of the “green line park” concept advocated by the Comprehensive Plan and the Design Guidelines.

The new landscape plan also provides adequate plantings around the building to soften the building and the parking area. Whether or not the overall design provides for the lushness in character to meet with the “green line” park objective is up to the Commission Members to decide. Given prior experience regarding the maintenance of the landscaping at this site, Staff recommends that a condition includes strict conformance with the plant quantity and quality, and all shrubs and hedges have a minimum height of twenty-four inches at any time to ensure the intended effect of the landscape design is maintained.

The proposed trash enclosure elevation indicates solid vinyl panels of a color to be selected by the architect. This would be inconsistent with the design guidelines outlined above that advocates for the use of natural materials, such as wood or masonry, and that are similar in architectural style as the building. However, the existing building is cream colored painted brick and this does not follow the design guidelines either. As an alternative, staff suggest that the use of unpainted brick and/or wood or wood-grain textured PVC for the enclosure would allow it to recede into the landscape thereby diminishing its impact on the appearance of the site. The attached draft ordinance contains a condition to this effect.

ZONING REVIEW

The subject property is located in the "GC" General Commercial District (Section 405.360) where the City Council may authorize drive-in sales of goods or services including any freestanding drive-in banking facilities by conditional use permit as provided in Section 405.1070, based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such other restrictions and conditions as are deemed necessary. The maximum site coverage permitted under the "GC" District is 63%, with bonus coverage not to exceed a total of 70% in consideration of special or outstanding landscape and site planning features. The applicant is proposing to decrease the existing coverage to 63% to meet the requirement.

Yard Regulations Review:
The subject property abuts residential properties to the east and south. Section 405.360(E)(4)(d), under Yard Regulations, requires that:

> "…any tract or site abutting or adjoining a single-family residential zoning district shall provide a buffer yard of twenty (20) feet on all sides that abut the single-family district. The minimum required buffer yard shall be increased in five (5) foot increments, up to a maximum of forty (40) feet, for each acre of the subject property over two (2) acres in area. All acreage shall be rounded up to the next whole number for buffer yard calculation purposes. The buffer yard shall not contain any impervious surface and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission."

The site is 2.63 acres, and is legally pre-existing non-conforming with the buffer areas at approximately 22 feet, except at the area that jags to the east property line near the trash enclosure. Again Staff recommends removal of this hard surface to provide further landscaping to screen the masonry/fence around the dumpster.

Standard for Conditional Use Permits Review:
Article IV Standards for Permitted, Accessory and Conditional Uses, Section 405.470 Conditional Uses states:

> *8. Drive-in sales of goods or services including freestanding drive-in banking facilities (conditional use in the "PC", "GC" and "CB" districts).*

a. *Shall provide space for at least three (3) cars per drive-up window or station.*
b. *Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.*
c. *Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.*

The proposed landscaping at the new ATM location should provide adequate screening of the headlights from the surrounding properties.

Landscape Review:
As stated above, the landscape plan approved by the Planning and Zoning Commission in 1993 has since deteriorated beyond conformance and Staff has been working with the applicant in bringing the landscape, along with other property maintenance issues, into compliance.

Staff reviewed the landscape plan to include:

1. *Coordinated landscaping at the main entrance along Olive Boulevard on both sides of the entrance that further the goal of creating a significant, proper entryway to the site.*

   The applicant is proposing adding additional plantings to fill in the existing landscaping and match both sides of the entrance drive.

2. *Section 405.540 (F)(1) requires street trees shall be deciduous hardwood trees, not less than three (3) inch caliper sixe providing clear headroom of at least six (6) feet, and at a minimum of one tree for every 30 lineal feet or part thereof of street frontage and such street trees shall be located on the subject property at least 2 feet 6 inches, but not more than 12 feet from the back of the curb, unless additional setback is necessary.*

3. *Section 405.540 (F) (2) requires that when off-street parking or loading areas are located adjacent to a residential district or to any lot upon which there is a dwelling as a permitted use, there shall be provided along the lot line a continuous opaque screen to a height adequate to prevent the direct light from automobile headlights being cast on adjacent residential units but with a minimum height of four (4) feet and not more than eight (8) feet except that the height of such opaque screen shall not exceed three and one-half (3½) feet within fifteen (15) feet of a public right-of-way. The opaque screen may consist of a wall, fence, landscaped earth berm, planted vegetation or existing vegetation or any combination thereof which maintains a completely opaque screen. The opaque portion of the screen must be opaque in all seasons of the year.*

   The applicant is not proposing to change the parking area along the south property line, except for the removal of three parking spaces at the entrance to add greenspace, and to fill in with three evergreen trees. The property already has a wood fence to screen this area from the property to the south..

4. *Section 405.540(F)(3) further requires a minimum of 10 square feet of interior landscaped area shall be provided within the parking lot for each 350 square feet of paved area within this parking lot including parking spaces and driving aisles. The*

landscaping shall be in 1 or more areas so as to minimize and reduce the apparent size of parking areas.

The applicant is proposing to add an additional 1,416 square feet of interior landscaped area. The parking area is total of 64,841 sq. ft.; requiring 1,853 sq. ft. of interior landscaping. With the additional interior landscaping proposed the total interior landscaped area is 2, 709 sq. ft.

5. *Section 405.540(F)(7) No landscaped hedge shall be less than two (2) feet in height and two (2) feet in spread at time of installation; however, no hedge or wall or berm shall exceed three (3) feet in height within ten (10) feet of any driveway opening. The individual plants used in the development of such a hedge shall be placed so as to be not more than thirty (30) inches on center.*

   Given prior experience regarding maintenance with this property, Staff recommends that a condition include that all hedges and shrubs have a minimum height of not less than two feet in height at any time, even after planting.

6. *Section 405.540(F)(10) All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. In order to present a healthy, neat and orderly appearance, all landscaped areas including interior parking lot islands and grass areas shall be provided with adequate irrigation for the maintenance of grass, shrubs, ground covering and other landscaping. An underground irrigation system shall be installed, operated and maintained to meet the intent of this Section. Such systems shall be required for all new developments and redevelopments projects. For sites proposing additions and/or expansions, an underground irrigation system shall be installed, operated and maintained to meet the intent of this Section, where physically practical and reasonable, as determined by the Planning and Zoning Commission.*

   Staff recommends that a condition require the installation of an underground irrigation system to be installed, operated and maintained to meet with the intent of this Section.

7. *Section 405.540(F)(12) A perimeter landscaped buffer strip shall be provided and maintained at a width of not less than five (5) feet between a parking lot and the property line of abutting property. Other, more restrictive standards for yards or buffering shall govern where required by this Chapter.*

   The site plan submitted shows that the area of the new dumpster enclosure has the existing curb jag out to the east property line. Staff recommends that this area be revised to remove the hard surface, create the proper buffer area required per the Zoning Code, and provide further landscaping to screen the masonry/fence around the dumpster (see above).

8. *Foundation plantings should be designed to function with the aesthetic of the building.*

   The applicant is proposing to fill in existing foundation planting and enhance the current landscaping to meet this requirement.

9. *The garbage dumpster must be properly enclosed per Building Code standards. Such enclosures also require approval of the Planning and Zoning Commission as part of the site plan, and must be in similar architectural style of the main building.*

   The applicant is proposing solid vinyl panels of a color to be selected by the architect. As stated earlier, Staff recommends that a condition include revising the drawings to provide landscaping for additional screening of the trash enclosure along with the sight proof fence or masonry wall. Materials should be of natural wood or masonry to match the existing architecture, instead of the proposed vinyl panels.

Parking Requirements Review:
The prior discussed removal of the parking spaces should not have any impact on the required parking for the credit union and the tenant. (The Creve Coeur/Olivette Chamber of Commerce is a tenant and shares the conference room. The square footage of leased space is not provided.) Section 405.820(G), Required Off-Street Parking Spaces calculates the spaces for Financial Institutions at 4 parking spaces per 1,000 square feet of gross floor area for buildings under 15,000 sq. feet of gross leasable floor area, and member organizations at 1 space per 200 sq. ft. of floor area (i.e. 5 spaces per 1,000 sq. ft.). The total floor area indicated for the building is 13,129 sq. ft. Even if basing the parking calculation for the entire building on membership organizations, the total number of parking spaces required is 66 spaces. With the proposed removal of the 24 spaces, there remains a total of 86, plus 4 handicapped spaces on site, leaving a surplus of parking available.

SUMMARY
The draft conditional use permit offered by Staff recommends that the approval of the ATM location and site development plan include the following conditions:

- Landscaping shall be permanently maintained in strict conformance and in good condition with at least the same quality and quantity of landscaping as shown in the drawings last revised on February 3, 2011.
- An underground irrigation system shall be installed and maintained to serve all green and landscaped areas identified on the Landscape Plan dated, February 3, 2011.
- Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- All hedges and shrubs shall have a minimum height of not less than two feet in height at any time.
- The applicant shall submit revised drawings showing the removal of the hard surface area that encroaches into the buffer area on the east property line, and provide additional landscaping for screening of the trash enclosure.
- The trash enclosure shall be of natural wood or masonry material that is consistent with the principal building (without requiring it to be painted a similar color to the main building).
- Stormwater facilities shall be clean, free of debris and in proper working order as required by the Metropolitan Sewer District
- The applicant shall submit a sign application for approval of all signage.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

ACTION

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

MOTION

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

> "I move to recommend approval of the Conditional Use Permit for the ATM and site development plan submitted with Application #11-009, subject to the conditions contained in the draft ordinance attached to the staff report dated May 13, 2011" (conditions may be added, eliminated, or modified by preceding motion).

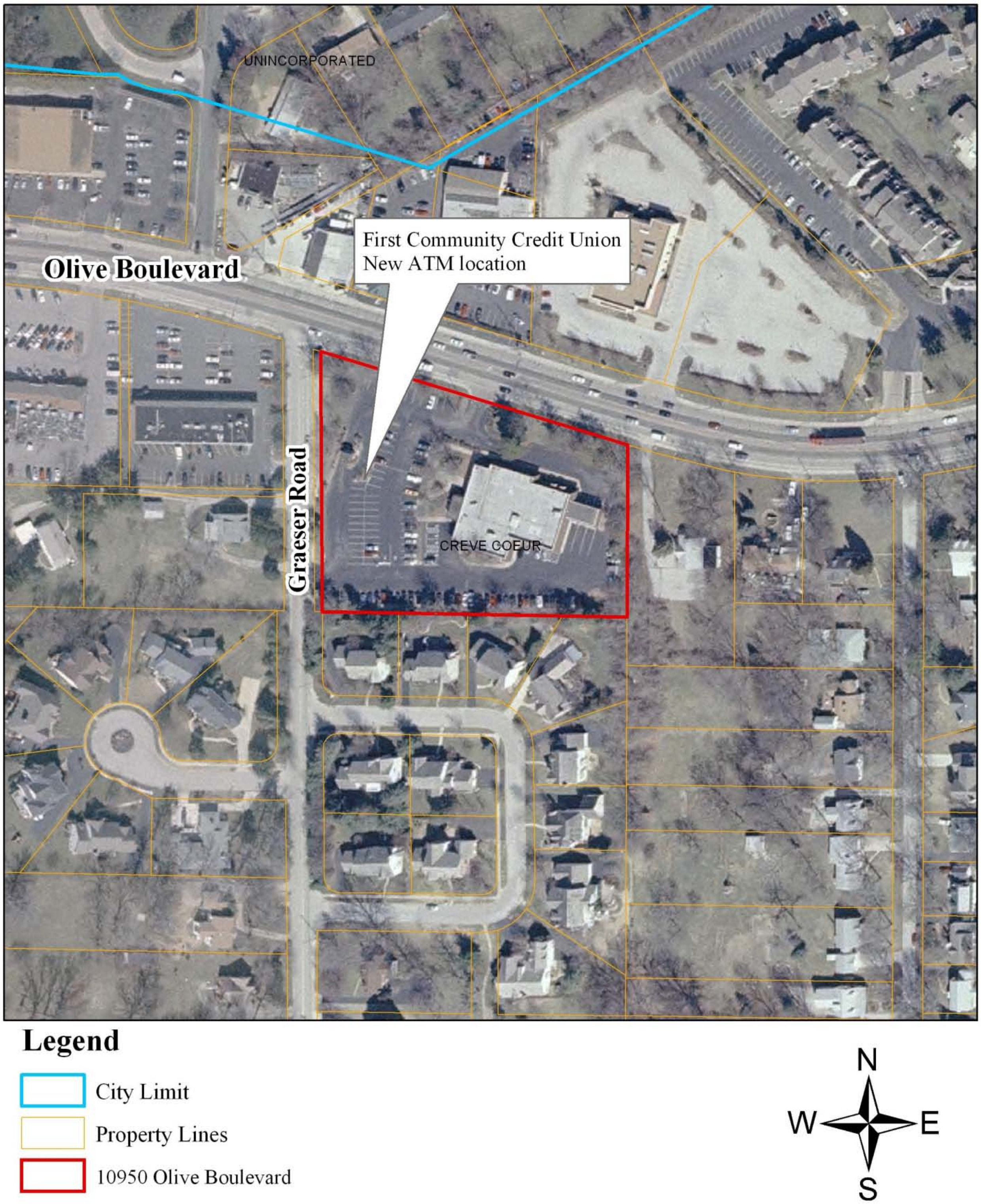
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

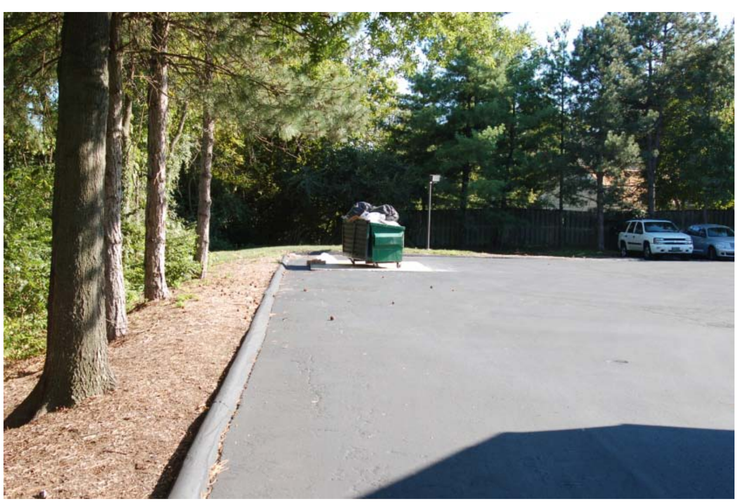
APPENDIX 2: ZONING CODE

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

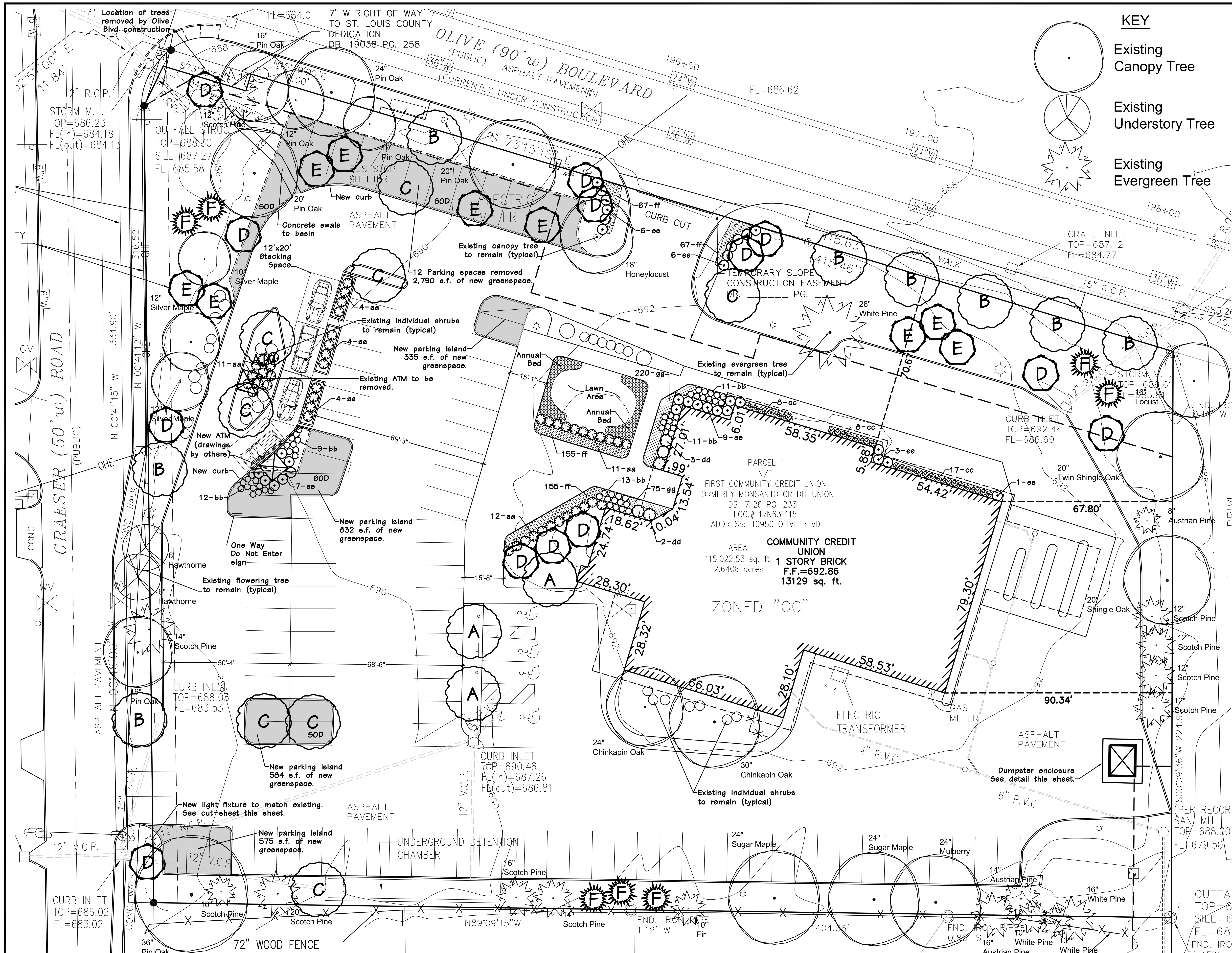
APPENDIX 3: AERIAL MAP



APPENDIX 4: SITE PHOTOGRAPHS Application #11-009	Photo Date: 08/26/2010
	Description: View of the property looking east from Graeser Road. Notice the lack of landscaping and expansive parking area.
	Description: View from the southwest corner looking north at the existing ATM structure and landscaped island where the new location of the ATM is being proposed.
	Description: View of the existing ATM and access drive.

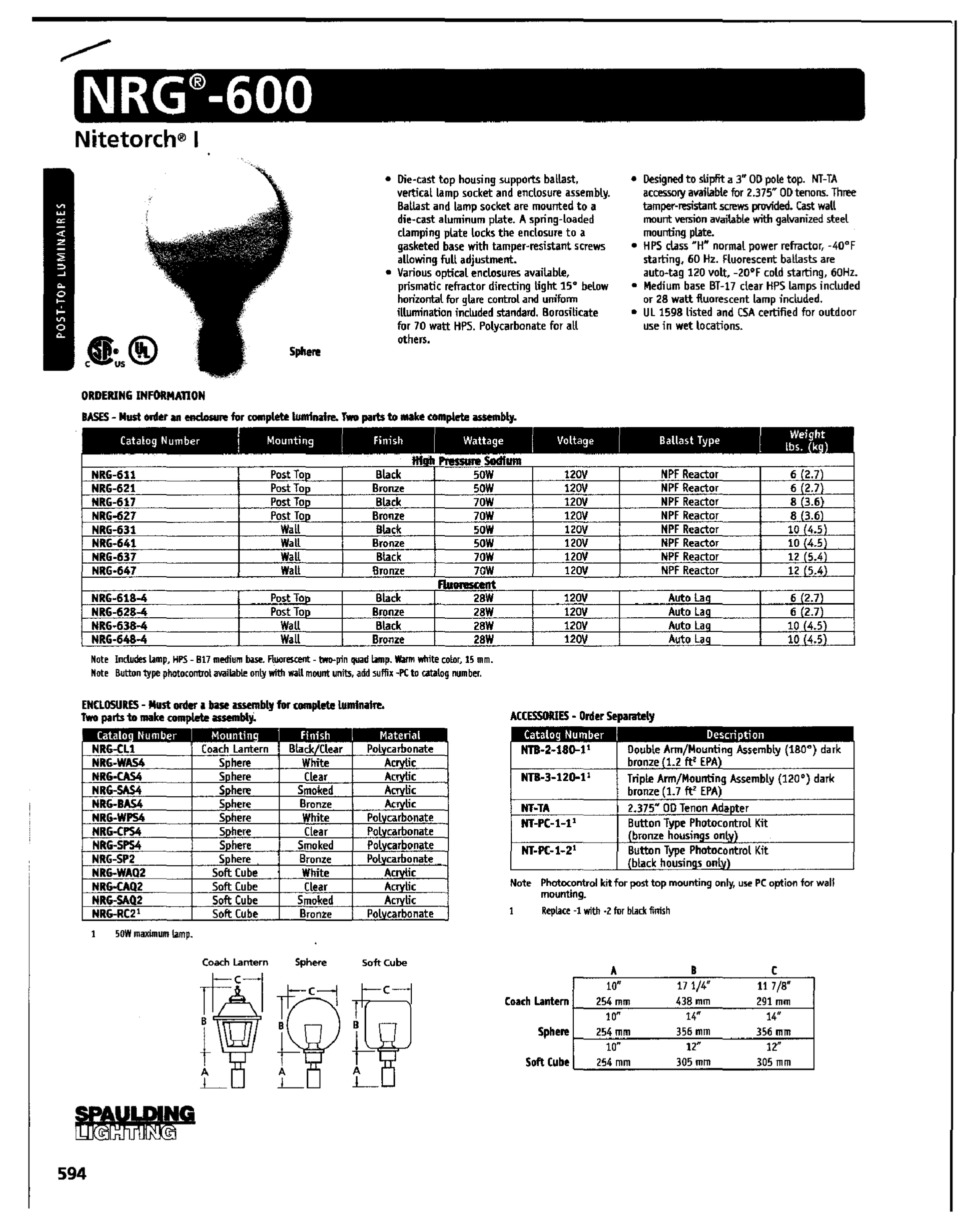
	Description: View of the prior landscaped area that has since been filled in with concrete.
	Description: View of the north façade of the building looking east. Notice the poorly maintained remnants of the prior landscaping.
	Description: View looking south along the east property line. Note the unenclosed dumpster.

	Description: View of improperly stored water line at the south west corner of the building.
	Description: View of the west façade of the building looking north east. Note the lack of properly maintained landscaping.
	Description: View along the south property line looking east.



CONCEPT LANDSCAPE PLAN

SCALE 1" = 20'

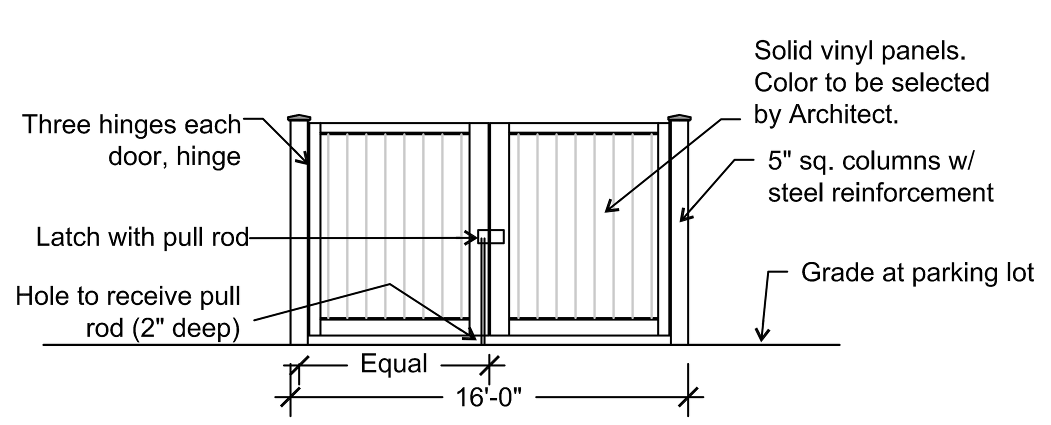


2 / L-1 LIGHTING CUT SHEET

N.T.S.

SITE COVERAGE:
Building Area: 13,129 SF
Parking Areas: 59,816 SF
Site Area: 115,786
Site Coverage: 62.99%

INTERIOR LANDSCAPED AREA:
Parking Areas: 64,841 SF
Required Interior Landscaped Areas: 1,853 SF
Existing Interior Landscaped Area: 1,293 SF
New Interior Landscaped Area: 1,416 SF
Total Interior Landscaped Area: 2,709 SF



1 / L-1 TRASH ENCLOSURE DETAIL

N.T.S.

Note:
An underground irrigation system will be installed per city requirements.

PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
A	3	Tilia cordata 'Greenspire'	Greenspire Linden	3"	B&B
B	8	Zelkova serrata 'Green Vase'	Green Vase Zelkova	3"	B&B
C	5	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	3"	B&B
D	13	Prunus x yedoensis	Yoshino Cherry	2 1/2"	B&B
E	9	Cercis canadensis	Redbud	2 1/2"	B&B
F	7	Picea abies	Norway Spruce	8'	B&B
aa	46	Ilex x meserveae 'Blue Maid'	Blue Maid Holly	2-3'	
bb	56	Spiraea x bumalnda 'Goldflame'	Goldflame Spirea	18-24"	
cc	33	Buxus microphylla	Boxwood	18-24"	
dd	5	Hydrangea quercifolia	Oakleaf Hydrangea	2-3'	
ee	32	Itea virginicus 'Henry's Garnet'	Henry's Garnet Itea	2-3'	
ff	444	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 qt.	12" o.c.
gg	295	Vinca minor	Periwinkle	2" c.p.	9" o.c.

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

FIRST COMMUNITY CREDIT UNION

Creve Coeur, Missouri

Revisions:

Date	Description	No.
11-5-10	City Comments	1
12-20-10	City Comments	2
2-3-11	City Comments	3

Drawn: BAR
Checked: JAS

loomisAssociates
landscapeArchitects|planners
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

Sheet Title: Concept Landscape Plan

Sheet No.: L-1

Date: 08/24/10
Job #: 639.002


UNDER NEW
OWNERSHIP
Computer


ATM
First Community
No Surcharge
ATM
Coming Soon!
FIRST


ATM
First Community

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, MAY 16, 2011

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Dr. Michael Barton
Mr. Gary Eberhardt, Vice Chair
Mr. Barry Glantz
Ms. Cynthia Kramer
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314)487-2259

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CHAIRMAN MADDEN: Good evening.

I'd like to call to order the Planning Zoning Commission Meeting for the City of Creve Coeur, Missouri for Monday, May 16th, 2011.

We'll start with roll call.

Dr. Barton?

MR. BARTON: Yes.

CHAIRMAN MADDEN: Mr. Gary Eberhardt?

MR. EBERHARDT: Present.

CHAIRMAN MADDEN: Mr. Barry Glantz?

MR. GLANTZ: Present.

CHAIRMAN MADDEN: Ms. Cynthia Kramer?

MS. KRAMER: Present.

CHAIRMAN MADDEN: Mr. Jim Schnarr will not be here tonight.

Mr. Carl Lumley, our City Attorney?

MR. LUMLEY: Present.

CHAIRMAN MADDEN: Paul Langdon, our Director of Community Development?

MR. LANGDON: Present.

CHAIRMAN MADDEN: Ms. Whitney Kelly, our City Planner?

MS. KELLY: Present.

CHAIRMAN MADDEN: And Julie Lowery, our Recording Secretary.

MS. LOWERY: Present.

CHAIRMAN MADDEN: Conditional use permit for First Community Credit Union.

(Whitney Kelly was sworn by the court reporter.)

MS. KELLY: Good evening. I'm Whitney Kelly, City Planner.

Rick Strutman, on behalf of First Community Credit Union, submitted an application for conditional use permit to update the existing automated teller machine located nearby.

And with that, they are proposing a new

landscape site improvement, property maintenance issues and a reduction in site coverage to meet the 63 percent coverage per Section 405.360 of the General Commercial District.

The current ATM is located here, and they will be moving it approximately here. The new facility will be in similar appearance to other ATM facilities that they have.

The current conditions include a site coverage of 70.4 percent, and they will be removing the parking spaces along the Olive Boulevard here, and several spaces within the existing parking lot to create islands to meet this -- the coverage requirement.

No other changes are being proposed to the

building.

Staff is recommending a number of conditions, including that all shrubs and hedges maintain a height of at least 24 inches at time of planting, as well as any time after that.

That underground irrigation be included as part of a condition, and that the trash enclosure here be of masonry or brick or wood fence, natural wood fence, or PBC -- PCV fencing that is similar in style of wooden fence, and that the green space be included to wrap around the back of the parking -- I mean back of the trash enclosure here to make this area more in conformity with the buffer yard requirement, and to provide landscaping around the enclosure for further screening of the accessory use structure.

We received two emails, which are included on your desk for you. A number of higher -- I was not here at the time, but a number of issues that were discussed as part of those emails had to do with a prior project that never went through.

Mr. Langdon can provide some more history on that.

And if you have any other questions.

The applicant could not be here tonight, but Bob Rosenthal, who's the landscape architecture is here to

provide any other questions.

CHAIRMAN MADDEN: Any questions?

I know we have a couple people in the audience that have signed cards, and I'll take them in the order I got them.

Stuart Macaskill, 7 Winfield Pointe Lane.

Mr. Macaskill, will you please state your name and address for the record.

MR. MACASKILL: Yes, sir.

CHAIRMAN MADDEN: You have to be sworn in first. I'm sorry.

(Stuart Macaskill was sworn by the court reporter.)

MR. MACASKILL: Good evening. My name is Stuart Macaskill, and I live on 7 Winfield Pointe Lane. And 7 Winfield Pointe Lane, thanks for leaving this up, is right here, right on this back fence. And I do have another neighbor here and he lives kind of back here.

And I guess this is -- I'm looking at this plan, and I -- and I note that we're going to provide some buffer screening to the -- to the south and -- and there's very little screening, from our perspective, immediately behind the First Credit Union parking lot.

Now, there is existing large canopy deciduous trees there, but there's a huge space in between where

that canopy is and my sightline from my yard. All right. I can see right underneath the current trees that are there.

And I would hope that we could negotiate with the landscape architect a little bit of in-between or some other kind of screening that I could kind of fill up this void in between me and this screening that is about six months long because in the winter that's pretty barren, right, I can see right through that commercial property.

It's almost to the point that not only do I see the building, but some of the light pollution from the building, albeit it's to code, I think, we can still see that.

So we're just asking for a negotiation with the landscape architect and First Community to see if we can plant something that would make the four homeowners that abut that property and parking lot to make us a little more happy than currently is the plan that I see.

To be honest with you, maybe the landscape architect can help me understand the plan. It doesn't appear like there's a whole bunch of new, maybe this F three trees is new, but I can't really tell from the plan what is existing versus what is going to go into the plan. So maybe he could help me out by starting to explain that.

CHAIRMAN MADDEN: Okay.

MR. MACASKILL: Appreciate it. Thanks.

CHAIRMAN MADDEN: Why don't I have Mr. Jarrett come up first because I have a feeling he's speaking about the same thing, and we'll bring you up Mr. Jarrett.

(Richard Jarrett was sworn by the court reporter.)

CHAIRMAN MADDEN: Please state your name and address.

RICHARD JARRETT: Richard Jarrett, 8 Winfield Pointe Lane.

Kind of echo the same concerns as Stuart has.

The savings credit union has been a good neighbor, and we don't have any real issues with them.

It's just that major landscaping is something that comes about only so often, sometimes twenty years apart, so we like to examine this opportunity while they're going through all of this work to perhaps plan for the future and make sure that we have enough screening there, so that in the future that our property values don't go down.

We got a nice neighborhood there. It's a fairly expensive neighborhood, and really don't want -- you know, I don't look at businesses as a major detractor, but someone else may. So as we're taking this opportunity to go over this landscaping, we just want them to examine the

possibility that some more screening in the back.

CHAIRMAN MADDEN: Thank you.

(Bob Rosenthal was sworn by the court reporter.)

MR. ROSENTHAL: My name is Bob Rosenthal. I'm with Loomis Associates as a landscape architect and planner. You need the address as well? It's 707 Spirit 40 Park Drive in Chesterfield, Missouri.

I'm here. Mr. Strutman is with First Community Credit Union sends his apologies. He was called out of town on business. I was going to be here anyway to represent the plan, and spoke with him this afternoon over some of these concerns, and we were able to talk through some. I'm here representing him.

I can speak for him to a certain point, but, you know, there's a certain point where I may have to confer with him on -- on issues.

To address the questions on the trees on this end. Basically, what we have is here are two existing Scotch Pines, this symbol and this symbol. Then we have three new evergreen trees, which is, I believe it's, yeah, Norway spruce. Then we have another existing, I believe that's a white pine. There are three canopy trees, this is a sugar maple, this is a sugar maple, this is a mulberry, and then there are, I believe, five more pines, a -- have to zoom in here -- a 16-foot Austrian Pine,

14-foot Austrian Pine -- sorry, those are Calabridge (phonetic) -- 16-inch Calabridge Austrian Pine, 14-inch, 10-inch White Pine, 10-inch White Pine and 16-inch White Pine, so that's what's existing as of now.

In our discussions and reviews with the City the -- that -- that was -- the existing buffer yard was through -- correct me if I'm wrong -- the 1993 plan --

MS. KELLY: Uh-huh.

MR. ROSENTHAL: -- is that correct?

And First Community was offering to fill in where a few trees had died there, these three trees here, and then concentrate the rest of their landscape work on the rest of the site.

CHAIRMAN MADDEN: Any questions?

Mr. Glantz.

MR. GLANTZ: You know one of the biggest issues we face as a City is when residential properties abut commercial properties, which inevitably they do in a number of different spots in our City.

And I know -- and what I'm hearing is I don't think anybody's complaining about the -- the buffer distance.

Landscaping should be a relatively easy, I would think, and relatively inexpensive way to make, it sounds like make the neighbors happy, and a relatively

inexpensive solution for the Credit Union to make the neighbors happy.

And it seems in that regard, since they're -- since they seem to be improving the property, it seems to be the logical time to -- to increase some of that landscaping to make sure that the buffer area, while it's not being increased, does provide that -- that separation that the neighbors are looking for.

MR. ROSENTHAL: Let me respond to one point.

I believe one issue with that, and we can talk about here, and I want to say that First Community Credit Union is interested in being a good neighbor, and they're interested in working with that as they, you know, see this as an opportunity to move their ATM and improve their landscape and everything else.

I believe the issue there is with the three existing canopy trees, and the possibility of planting anything within that space.

They -- they take up a large canopy in the health and vitality, anything planted underneath them would be difficult.

In removing the trees, it would remove a buffer, and I guess one other concern is that there is an 8-foot site-proof fence that runs the length of that property, so anything planted, you know, within these guidelines of an

8-foot spruce and such isn't going to provide immediate impact.

We're kind of looking at this window of from 8 feet to the base of the branches of the existing canopy trees.

So that's -- that's the window that they're speaking of, and it's a difficult thing to screen immediately.

MR. GLANTZ: I think as long the effort is made.

We saw that on another project, I think at Ladue Court at Ladue Road near Lindbergh when the applicant came in and immediately provided some additional landscaping, certainly -- certainly helps, and I would think it would only enhance both sides of the property.

CHAIRMAN MADDEN: What's the difference roughly between the top of the fence and the lower of the canopy?

MR. ROSENTHAL: I'm trying to think if I brought any photos with me that would cover that, I don't believe I do.

Are there any photos in this packet that cover that area?

CHAIRMAN MADDEN: Just roughly, I mean.

MR. ROSENTHAL: Yeah, I believe those canopy trees are branched up -- actually the neighbors may know better than I would what that gap is.

MR. MACASKILL: If I was guessing, fellas and ladies, there might be 6 to 8 feet where I can see up through, and it's -- and it's a visual, right, because it's not all covered. I think your fence, your site fence, is not 8 feet, it's -- I think it's 6 feet, okay. I'm up on a berm so that helps me, that's good, all right, but off in this -- where you're trying to provide the new trees, the Norway Spruce, we had a tree damaged from something that blew down, and I -- that needed some help, and that's a good plan there.

CHAIRMAN MADDEN: So you're -- you guys are mainly interested in where the three canopy trees are to try to put something in there to block the --

MR. MACASKILL: You know, I'm definitely probably the most affected along the length of the parking lot. I know that we're hurting right here because we have a underground wash, kind of catch basin here, and there's not a lot of depth, right, I mean what depth that we had is for shortened by maybe that. I'm not sure.

But is there any way that we could think about like Giant Arborvitae going up underneath where I'm not canopied out?

MR. ROSENTHAL: Yeah, and that would be the tree I would suggest because, you know, we only have, I believe, 10 feet, possibly 12 feet in that buffer, and the

width of even a pine over time is going -- is going to have to be trimmed back from the parking space.

MR. MACASKILL: Yeah.

MR. ROSENTHAL: So, yeah, so I believe Arborvitae would be the right choice. I guess what height to plant them at would become the issue, and -- and, you know, you know, the growth rate is going to be a bit slow, so we're kind of --

MR. MACASKILL: You know, we're negotiable as far as like I could understand that a 10-foot high Arborvitae might be a hundred bucks apiece. You go in there at 6-foot high, and let it grow for a year, I could deal with a year and a half coverage. We're not asking for a solution to be done next week, but just thought in helping us kind of screen where we're not screened in. I'm only screened while those leaves are up, so appreciate that I can see right through those three canopy trees, so we're a little more sensitive perhaps than some of my neighbors, but that would help a bunch.

MR. ROSENTHAL: Sure. So if we can, again, just off the top of my head here, if First Community were to agree to, you know, 6 to 8-foot Arborvitae along the fence space at, you know, I'm trying to approximate looking at that plan. The parking spaces are 9 feet. Approximately twelve Arborvitae in there would be spaced at about 8 to

10 feet apart, possibly maybe 12 feet apart, I think my client would be certainly receptive to do something like that.

CHAIRMAN MADDEN: Okay. This would be my suggestion.

Why don't we split the difference between the 6 and 10 feet and go with 8, minimum of 8, and let's do them every 10 feet across, and see if that'll work.

MR. MACASKILL: You know, I'm not that familiar with the fill-in, right, protective screen that a single plant will grow to. I know what I did in my own yard, cause I tried to do that on my side of the fence, and you're right, it's not the most inspiring thing to look out there and see those things just not growing fast enough for me to help.

MR. ROSENTHAL: Right. Right.

MR. MACASKILL: You all got a little more sunlight maybe on that side just because, albeit, you probably southern light exposed as well, but I'm trying to do the same thing in my yard.

And I just don't know what the spacing of this plan, you saying every 10 feet apart, if that's the right number or not, but I would love to be able to contact you in the future and ask what you all think about --

MR. ROSENTHAL: Yeah, I would say that the

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approximate -- a good solution to something like this is that -- is that we -- my client could agree to place some Arborvitae at discretion of the neighbors; agree to a number. I don't know if that's acceptable to the Board, but agree to a certain number of, possibly ten, Arborvitae to be planted in there, and then at the time of planting or at the time of staking the plants, have a meeting with the neighbors so that we -- they could be placed in the areas where they will grow to meet their needs.

MR. LUMLEY: Well, I think you could make subject to staff approval of the final plan. They could have that meeting and staff could review the plan and agree to it, but if you agree on the number, I think --

MR. MACASKILL: I'd rather us, if you don't mind, not agree to a number because I have two neighbors not here, and I'm speaking for them right now, and I am the trustee of the neighborhood, and I would be wary of saying ten if the right number applies. All right. But I would definitely think that they would be very interested in talking about Arborvitae Pine and number and coverage to help them out, cause I have not been in their backyard to look at what their issues might be versus my personal issues behind my house.

MR. LANGDON: Mr. Macaskill, I do need you to step up to the microphone.

MR. MACASKILL: Sorry.

MR. LANGDON: We're recording the meeting.

Thank you.

MR. MACASKILL: I would -- I would hedge on saying that we have the number described before you tonight.

CHAIRMAN MADDEN: Okay.

Paul, will you be okay if we just have them meet and then they come back with the neighbors and the -- whatever it is -- First Community Credit Union?

MR. LANGDON: Yeah, I think, definitely, I mean that's kind of, you know, over the fence kind of issue.

Another possibility that I would point out is, you know, there we have a surplus in parking on the site relative to the Zoning Code requirements, and there isn't much room here in that buffer, not only because it's not very wide, but because the fence kind of wanders around on their property line, and then you've got some pretty concentrated root mass in here.

The other thing that could happen is some of these parking stalls could be taken out and create, you know, this sort of a thing at key locations along the way.

Makes for a better shaded parking lot in the first place; it gets the tree out to where it can have its own place to grow, and we could still potentially use one

large large tree, you know, evergreen, to -- to accomplish some of the screening that the neighbors are looking for.

MR. ROSENTHAL: I believe the issue with that, and it could be worked with, the issue with that is the storm water detention basin, which is here, I believe that the majority of the storm water run-off follows that curve down to that basin, so putting any obstruction there would cause -- might cause an issue to storm water.

MR. LANGDON: We've used curb breaks along the prevailing line in order to allow water to follow.

MR. ROSENTHAL: Okay.

MR. LANGDON: That's one possibility.

MR. LUMLEY: I mean this does have to go to City Council for approval, so for P&Z purposes you could say that you're recommending approval on the condition that there be, you know, improvement on the screen in this area along the lines of, you know, with favorable staff recommendation at the time presented to Council --

CHAIRMAN MADDEN: Okay.

MR. LUMLEY: -- along those lines. Doesn't have to be all that definitive at the moment as long as you make the point that significant change there.

CHAIRMAN MADDEN: Okay.

MR. LUMLEY: And they could meet, you know, before the City Council has, hopefully, it's all sorted out by then, and everybody come forward say, here's the final plan actually lined out.

CHAIRMAN MADDEN: Okay. Is everybody okay with that?

MR. EBERHARDT: One of the staff requirements or proposals is that there be an irrigation system installed and maintained. Is there one now?

MR. ROSENTHAL: There is not, no, there is not.

MR. EBERHARDT: And -- and I don't know, I can't tell from the staff report, where would we have to have the irrigation system to maintain, not just along this one area, but, apparently, as I see, next to the building a lot of the shrubs have died off, they're very sketchy.

MR. ROSENTHAL: Yes.

MR. EBERHARDT: Would there be a requirement to have an irrigation system over a broader area?

MR. ROSENTHAL: Yes, and the intention that was agreed to with staff was that all the areas we are landscaping on this plan would -- would receive an irrigation system.

MR. EBERHARDT: Including those that were previously approved?

MR. ROSENTHAL: Yes. I believe limited areas that where plants are established and we wouldn't be going in with any new planting, you know, such as that back

buffer yard above this detention chamber here and back in the corner in the, you know, in these -- in these detention basins that are part of -- those would not receive irrigation, but areas at the front of the building definitely; areas of the new ATM and these new islands and

such would receive irrigation.
          Again, First Community Credit Union is seeing this as an opportunity to really improve their site, so they're looking to really, you know, get some pop in their landscape, so their intention is to irrigate, you know, everything out front there.
          MR. EBERHARDT: Thank you.
          CHAIRMAN MADDEN: Well, if you're going to put in new trees, I mean in the beginning, don't they need water? I mean wouldn't it be better to irrigate all along there too? Seems like that might be part of the problem why some of these things died.
          MR. ROSENTHAL: You talking about these things along this back --
          CHAIRMAN MADDEN: Yeah.
          MR. ROSENTHAL: -- buffer area? Yeah, I believe irrigation could be planned. There are only those three trees in that back area. Those are the only new trees. Everything else -- well, I guess there's some tree as well. Everything else along here is existing.

          CHAIRMAN MADDEN: But you're talking about putting, aren't you, new trees in on the right, the far right so?
          MR. ROSENTHAL: Yes. Along here you talking?
          CHAIRMAN MADDEN: No, no, the bottom right there, underneath the canopy trees?
          MR. ROSENTHAL: Oh, in here?
          CHAIRMAN MADDEN: Yeah.
          MR. ROSENTHAL: Yes.
          CHAIRMAN MADDEN: So wouldn't that be best to

irrigate it? I mean you got brand new plantings going in --
MR. ROSENTHAL: Um --
CHAIRMAN MADDEN: In fact, I think running an irrigation line along that whole back area.
MR. ROSENTHAL: Just running it along the curb?
CHAIRMAN MADDEN: Yeah, that whole area.
MR. ROSENTHAL: I believe that would be something.
CHAIRMAN MADDEN: Okay. Thank you.
Anybody else in the audience?
MR. LANGDON: Mr. Chairman, I'm not in the audience.
CHAIRMAN MADDEN: Pardon me?
MR. LANGDON: Before you close the hearing. One

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item that I --
(Paul Langdon was sworn by the court reporter.)
MR. LANGDON: One item that I wanted to bring up during the hearing, because really just came to our attention today, frankly, is that, and we've identified sort of the maintenance issue with the applicant, and they're agreeable, that this corner, the southwest corner, is a pole with no light attached to it, and that needs to be repaired, but simply escaped our notice before that there's a light back here and a light in the center, another light back here at the detention basin, which are floodlights. They're aimed toward the building, which is appropriate, not towards the property line, but they're just industrial grade flood lamps.
And then also on the property up in the corners up here, and I believe there's one up front of the back is

sort of a globe fixture, so what we have is a series of light standards with no real consistent pattern.

While the globes were initially approved back in the '80s, but the major revamping of the site at that time, they actually don't meet the requirements of the Zoning Code because they're completely unshielded. They are a glass globe, but they are preexisting.

Since we have one fixture that definitely needs to be replaced, we have two other fixtures which, I don't

think are really the appropriate choice in the landscape, and then we have these old ones, which don't meet the Code. I guess my request -- proposal to the applicant, request of you all would be an additional condition that a set of light standards be approved meeting the requirements of the Zoning Code for the entire site.

CHAIRMAN MADDEN: Is there anybody there at night? I mean they're not open at night, are they?

MR. ROSENTHAL: I spoke with Rick Strutman about the lighting issue today. He said that the two lights in the back were security lights for employees that were parking back there in winter months and going to their cars. That was the intention of that, and they intended to maintain that, that the back side of their lot was not well lit, and their employees had requested light.

So as far as the space, they have extra space that I believe they're leasing. May be speaking out of turn here, I'm not sure exactly their agreement, but I don't know if, you know, their operations are during the day, I don't know if there's anything in the lease space that that would be a nighttime use.

CHAIRMAN MADDEN: Okay. Anybody else?
Mr. Glantz.
MR. GLANTZ: There's another issue I wanted to touch upon, and I'll try and find it.

I think it's on page 80 of our -- I'm not the most tech-savvy guy.
What exactly is the ATM going to look like? There looks like there's -- trying to get to page 80, sorry. Page 80 has three pictures of ATM, none of which match, and one of them which has some pretty extensive signage, so what exactly, you know, I thought this application started with the ATM machine or relocating the ATM machine, and we haven't talked about the ATM. But I really don't like what I'm seeing in these pictures.
MR. ROSENTHAL: I can't exactly speak for the signage guy. If Mr. Strutman were here, he could speak to this a lot better than I could.
I believe the ATM that they were planning to install in the new location is what's shown here and here.
He, I believe, and, again, I apologize, but I'm speaking for him, I believe this picture was to show the height and the -- I'm sorry, leave that up. This was a picture of the ATM itself, and this picture -- these pictures were of what the canopy would look like; side view and front view.
MR. GLANTZ: Is that the color they're going to use?
MR. ROSENTHAL: Yes. That is their standard signature color, and they use that on all signage and

canopy, everything, and it's also on our -- on the building on the side.

MR. GLANTZ: So we'll get this nice new landscaping and create a wonderful buffer for the neighbors and we'll have this ATM.

MS. KRAMER: I'm sorry, can I ask --

CHAIRMAN MADDEN: Cynthia.

MS. KRAMER: I just have two questions. Thank you.

So, first, with regard to the signage, so the ATM would actually then go out to the Olive side, the --

MS. KELLY: Whitney Kelly again.

The applicant has submitted a sign application for this. We have not reviewed it because it requires CUP first.

A condition that is drafted in the Ordinance states that it would have to get a design permit. Right now we're looking at this sign would be similar, however, our Code doesn't allow it, so we'd have to discuss with them.

We would be looking more at something -- we would recommend more something in this line here.

We're still looking at how we reviewed all of the other ATM signage prior to this to see how it conforms.

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Traditionally, on some of the other ATM machines if it was under two square feet it was an exempted sign, so that we haven't issued a permit for that. Others had a little larger, and we're still looking at that prior to issuing a permit.

MS. KRAMER: Thank you, I appreciate that.

And the second question I had was with regard, can you just go back to the lighting issue because I -- I didn't hear, and maybe I just missed it, so my apologies.

I think there was an issue of directional lighting, and I think I didn't really hear on how you prevent that from actually affecting the residents.

I mean I do understand the security for the workers, but I'm wondering about the residents.

MR. ROSENTHAL: Again, this is an issue that came up today, so I'm not exactly as familiar with it as Paul.

The issue, as I understand it, is that the two lights, I believe one is here and one is here, those two lights are the directional floodlights, and the City staff recommendation written into would be that that would have to conform.

Am I saying that right?

MR. LANGDON: Yeah, essentially, we'd be looking to make all the fixtures match; the ones that are out on

the landscape. And, two, that they'd be designed to shield it appropriately so that they weren't causing off-site glare.

That the issue with these two at the back are that they're so bright and that the building is, basically, bright is the light is reflecting back off. And then you have lights that are shielded on the back of the building, and they are aimed directly down, but, again, there's this very strong, you know, Quartz-style lighting that lights up the concrete pads back here, which, again, creates a glare effect.

So it's a question of not only changing the shield so that it has the kind of esthetic value that it coordinates with the site, which we would expect anyway, but also probably that the wattage be turned down so that it can still be safe without lighting it up like an airport.

MS. KRAMER: And so for clarification, Mr. Strutman is in agreement with all of this?

MR. LANGDON: He's not aware of it as far as -- other than perhaps what has been discussed today.

MS. KRAMER: Okay.

MR. LANGDON: There -- there's, just to give you the quick background, there was a complaint filed some time ago about these lights on the back.

We pursued it with -- with the Credit Union. They did add the shields; they turned the lights down.

That appeared to resolve the issue. We didn't hear further complaints, so, apparently, the issue was resolved.

We heard today that perhaps it's not. When we went back out and tried to figure out, well, where's the problem still coming from, that's when we identified these other lights that made really, from a functional perspective, of being an issue of being too bright, more than they need, but within the -- the purview of the Commission, there's also the overall esthetic of that system, any new light -- parking lot lighting system is to be reviewed and approved by the Planning Commission.

So if we're looking at a set of new lights, you can weigh in on this issue, not only how bright they are, which way they aim, but also how they look.

CHAIRMAN MADDEN: Mr. Eberhardt.
MR. EBERHARDT: While we're on lighting, I notice that the ATM canopy also has lights underneath of it, obviously, for night people using the ATM at night.
How will those -- those are going to be fairly high. Isn't that going to be an additional light problem for the neighbors?
MR. ROSENTHAL: As far as I understand, those

lights are down lights, such as what's above you right now; that they are -- that they are can lights that shine down on the ATM.
As far as the specific design, I apologize, I can't speak to that --
MR. EBERHARDT: Oh, I understand.
MR. ROSENTHAL: -- tonight.
MR. EBERHARDT: It does appear on the photographs that we're given though that the lights appear to have a large glass globe hanging down, whether they're spotlights down below, I don't know, I can't tell, but just wondering if that ought to be a part of the fix as well.
MR. LANGDON: Those would not be allowed under Zoning Code Regulations that require full shielding, so they would be obliged, under current regulations, to use something more like what's over your head, a recessed bulb, than this type of globe fixtures.
MR. ROSENTHAL: And I believe that was -- the agreement was that the ATM would have to follow this signage standard and guideline, you know, as Ms. Kelly --
MR. EBERHARDT: Not talking about signage. I'm

talking about lighting.
MR. ROSENTHAL: Right. Yeah, that would be part

of --
MR. LANGDON: Sure, they must meet all the requirements of the Zoning Codes, as well as any additional use.
I think do sort of show the difference, if you look at the canopy over the Phillip 66 station at Ballas and Olive, most gas station canopies have that hanging glass lens, and it does create a distinct off-site glare.
If you look at that canopy, the lights are up inside of it, and while it's still very bright and there is reflected light, you don't have that -- that direct light shining out at the street like you normally would.
MR. EBERHARDT: I see.
CHAIRMAN MADDEN: Dr. Barton.
MR. BARTON: It's a shame the applicant couldn't be here.
Page 90 there's a view looking down towards the dumpster along a row of trees, and then there's a fence line behind the dumpster.
Is that the fence that separates us from -- separates the back from the back neighbors?
MR. ROSENTHAL: It's viewing to the south past the dumpster, and you see the fence --
MR. BARTON: Uh-huh.
MR. ROSENTHAL: -- yes, that would be the fence.

MR. BARTON: Well, hopefully, your discussions are with the applicant and the neighbors would kind of come up with creative solutions to try to maybe help them plant trees on their side or some sort of -- I'm kind of, you know, obviously, you're the expert, and it seems kind of unlikely that trees are going to grow well at the base of that fence on the north side of the fence, so, hopefully, there'll be some solution.

Obviously, we are on a fine line here. We don't want to be so ominous with our requirements that decide -- I mean we -- we run that fine line with every applicant.

MR. ROSENTHAL: Yeah.

MR. BARTON: In terms of trying to encourage development of properties and getting them to invest in their properties, but not make it so ominous that they're not -- you know, that makes it, you know, that they're not able to. So there will be some creative discussions that there will be volunteer solutions to it the -- with encouragement from us.

MR. ROSENTHAL: Yeah.

MR. BARTON: The other thing is the dumpster's been addressed in terms of screening that?

MR. ROSENTHAL: Yeah, on -- on this drawing there's an enclosure here that shows what type of enclosure. Written in the Ordinance that that would need

to be a wood-stained kind of PVC enclosure.

I talked to Mr. Strutman about that today. He's aware of that, and was understanding that that's what the design would be.

And then as part of what Ms. Kelly mentioned earlier, there would be additional landscaping that they have agreed to. It's not shown on this plan; that this curb would come out to here, and that the landscaping

would come around, yes, so there would be fence screening of the dumpster as well as landscape screening.
CHAIRMAN MADDEN: Mr. Glantz.
MR. GLANTZ: You know, Mr. Langdon's suggestion of taking some of those parking spaces in the rear and putting some landscape islands would add some depth to that -- to the landscaping buffer between the Credit Union and the subdivisions, and that might be a --
MR. BARTON: Right.
MR. GLANTZ: And I agree 100 percent with what you're saying. There's a fine line here between, you know, we appreciate the Credit Union trying to be a good corporate neighbor and do the right thing. We don't want to have too big of a hammer, and yet at the same time there's the opportunity to -- to improve the -- the appearance of not only the Credit Union, but that buffer area again between the Credit Union and the neighborhood.

And I think it sounds like everybody's pretty sensitive to that.
MR. ROSENTHAL: Yeah.
MR. GLANTZ: And so we could have a win/win -- win situation here.
MR. ROSENTHAL: And I would like to note that I believe that would be a good solution as well. Again, you know, I apologize he's not here to speak for himself.
Some of these islands that you see where they were taken out was an effort to get into a 63 percent coverage from the 70 percent that they were at. So the purpose of some of these islands was simply that; to -- to get more green space to meet the coverage. So if some of

these -- you know, the only intention of these three here was we chose a space at the end for additional green space to get to that requirement. So if these were moved, if this island was reduced two parking spaces, and that green space was moved here, I believe we could come up with a solution where they have the same amount of green space they're having to add, let's put in a better location of the site to where -- to where the screen is, but --

CHAIRMAN MADDEN: Mr. Langdon.

MR. LANGDON: And I don't want to negotiate this now, I think it's best done later and come back to you, but this here actually represents a much safer condition

from the traffic safety perspective cause cars northbound on Graeser turn the corner, if you've got a car backing up from these spots, you have a definite risk.

This creates an opportunity for a car to stop without colliding with anyone.

This island here, I would say maybe next only to this landscape with something that I was very pleased to see in that if you look at the site right now, this entire area, and there is a photograph in the packet, is all hard scape, you know, the trees have been lost out of all of this area and this expanse is quite wide.

This starts to introduce something of a little more human scale and a little bit more of a green esthetic that we're looking for, and which the Comprehensive Plan says we should look for.

So to lose those, in my mind, is really not a good thing.

Given that we have a parking surplus, and that all banks and credit unions tell us that the business is shifting to the ATM and to the drive-through islands as quickly as possible, that there's very little parking that goes on at these facilities anymore. I don't see why we need to maintain a heavy surplus of parking at the expense of appropriate landscaping for the site.

So that would be my perspective as we try to

address that issue.

CHAIRMAN MADDEN: I totally agree. I went through there the other day and it was hardly anybody in the parking lot, so.

Mr. Caldwell.

(David Caldwell was sworn by the court reporter.)

MR. CALDWELL: My name is David Caldwell, 257 Brooktrail Court.

Mr. Langdon brought up this little extra green space at the southwest corner. There's a little bit of a counterpoint to that, Paul, because when you're leaving the -- that parking lot, and I've done that thousands of -- hundreds of thousands of times, there's a little bit of a visual issue of being able to see the cars coming north on -- on Graeser there, and adding -- depending on the height and what -- what's done, if it was just grass it wouldn't be a problem, probably an improvement, but you could create a little bit of a problem there with -- with cars that were leaving the parking lot, particularly at night, not being able to see somebody coming north on Graeser.

Then a couple of other questions, and this may or may not be relevant, but I may as well mention it.

They used to have a shed -- utility shed there.

I was -- I don't know if that's allowed or not. I think it's been removed, but I think that should be a condition that's not put back.

Also, they had at the time, I don't know if it still exists or not either, they had parked cars back there, which were cars that were repossessed, and those would be out there at all times. And, I don't know, that might affect the parking requirements, but it might also be a draw to perhaps, you know, people that having ulterior motives trying to look at those cars or stealing those cars. So I don't know if that's -- if that falls under any City regulation or not, but just something to mention to think about.

I think those are my points.

CHAIRMAN MADDEN: Thank you.

Is there anybody else?

Mr. Eberhardt.

MR. EBERHARDT: I guess I'm concerned that enough questions have been raised about changes that need to be made to this application in terms of lighting, in terms of additional landscaping, in terms of potentially reducing even further the number of parking spaces, that I can't envision us passing a recommendation along that have so many variables to it that would make it sensible.

I would prefer, personally, I think, to see this

come back to us with some further definition.

CHAIRMAN MADDEN: I totally agree. I think once we close --

MR. BARTON: Is that a motion?

CHAIRMAN MADDEN: Well, I think once we close this, somebody make a motion that we'll continue this until the next meeting.

If everybody's agreeable to that.

MR. BARTON: Do we close the hearing or do we continue the hearing?

CHAIRMAN MADDEN: We'll close the hearing, and then we can do that.

So if there's nobody else, I'm going to close it.

MR. LUMLEY: I offer my exhibits. Are you ready for that?

CHAIRMAN MADDEN: Yes.

MR. LUMLEY: Offer the following exhibits into the record: The public hearing documentation in possession of the City Clerk reflecting the notice that's been provided of the hearing; materials that have been presented by staff this evening; the emails received from Richard Jarrett; the City Code of Ordinances and the Charter, the Comprehensive Plan and the City's file regarding application.

CHAIRMAN MADDEN: Okay. And we officially close the meeting.

(The public hearing ended at 7:57 p.m.)

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

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

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

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

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CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 16, 2011
7:00 P.M.

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 16, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: ***Mr. Timothy Madden, Chair***
Dr. Michael Barton
Mr. Gary Eberhardt
Mr. Barry Glantz
Ms. Cynthia Kramer
Mr. Jim Schnarr – ABSENT
One vacancy

OTHERS PRESENT: ***Mr. Carl Lumley, City Attorney***
Mr. Paul Langdon, Director of Community Development
Ms. Whitney Kelly, City Planner
Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

Start of Public Hearing

A. Application #11-009: Conditional use permit and site development plan approval for new automated teller machine and landscape improvements for the First Community Credit Union, located at 10950 Olive Boulevard.

Applicant/Agent: Rick Strutman
First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005

After being sworn in, a presentation was made by Ms. Whitney Kelly, City Planner, on updating and relocating the existing automated teller machine. The applicant is also proposing new landscaping and site improvements that address property maintenance issues, and the reduction of site coverage to meet the sixty three percent (63%) coverage standard. The project will also address the property maintenance issues, that include properly enclosing the dumpster, and replacing non-conforming light fixtures. The proposed landscaping plan is an improvement to the existing site and will lower site coverage through the removal of 24 parking spaces.

Comments and questions from the audience. Mr. Stuart MacAskill, of 7 Winfield Pointe Lane, Creve Coeur, MO 63141 was sworn in. Mr. MacAskill explained his concern for the lack of screening on the parking lot to block the site line from the rear of his house. Mr. MacAskill can see the building and parking lights from his home and was hopeful some negotiations could be made to better the situation. Mr. MacAskill's suggestion was to fill-up the space with some more landscaping.

Mr. Richard Jarrett, of 8 Winfield Pointe Lane, Creve Coeur, MO 63141 was sworn in. Mr. Jarrett has some of the same concerns as his neighbor Mr. MacAskill. Mr. Jarrett sees the opportunity First Community Credit Union has to better their landscape, which does not come along that often, and would like for First Community Credit Union to examine their plans to include more screening for their residential neighbors.

Mr. Bob Rosenthal, with Loomis Associates Landscapes, Architects, and Planners, of 707 Spirit Forty Park Drive, Chesterfield, Missouri, was sworn in. Mr. Rosenthal gave a presentation on the existing landscape, and what First Community Credit Union has proposed or discussed as new landscape to add.

Comments and questions from Commission members. Mr. Glantz stated that it would be relatively easy and inexpensive to update the landscaping to keep residential neighbors happy. Mr. Madden suggested the residential neighbors that are affected meet with First Community Credit Union to come to some agreement and terms. Mr. Langdon was sworn in and pointed out the surplus of parking that First Community Credit Union has, and what else could be done with landscaping and buffering for the residential neighbors. Mr. Eberhardt asked if there was an irrigation system already in place and would like to see that all the landscaped areas receive irrigation, even landscape not included in this proposal. Mr. Glantz pointed out the automated teller machine do not meet signage guidelines. Ms. Kelly discussed the sign code regulations and the proposed changes to the ATM. Mr. Eberhardt commented that enough concerns had been made in regards to the plans that perhaps this application should be revised and re-presented at the next scheduled meeting.

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

(This ends the Public Hearing; see verbatim transcript for further information)

Dr. Barton motioned to continue this application to the next scheduled meeting. Mr. Eberhardt seconded the motion with the resultant vote as follows:

Mr. Glantz – aye	Ms. Kramer – aye	Mr. Eberhardt – aye
Dr. Barton – aye	Chair – aye	

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:27 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, JUNE 6, 2011
7:00 P.M.

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, June 6, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT:	***Mr. Timothy Madden, Chair***
	Dr. Michael Barton - ABSENT
	Mr. Gary Eberhardt
	Mr. Barry Glantz
	Ms. Cynthia Kramer
	Mr. Jim Schnarr
	One vacancy
OTHERS PRESENT:	***Mr. Carl Lumley, City Attorney***
	Mr. Paul Langdon, Director of Community Development
	Ms. Whitney Kelly, City Planner
	Ms. Julie Lowery, Recording Secretary

2. UNFINISHED BUSINESS

Application #11-009: Conditional use permit and site development plan approval for new automated teller machine and landscape improvements for the First Community Credit Union.

Applicant/Agent: Rick Strutman
First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005

Mr. Bob Rosenthal, with Loomis Associates Landscapes, Architects, and Planners, 707 Spirit Forty Park Drive, Chesterfield, Missouri, on behalf of Mr. Rick Strutman, of First Community Credit Union, has submitted a request for a conditional use permit for updating and relocating the automated teller machine (ATM) to a new location, and site development plan approval for landscape and site improvements.

Mr. Rosenthal and Mr. Strutman met with the residential neighbors and went over there plans for the new landscape, and came to an agreement to add four new evergreen trees to the south property line, also move some of the existing evergreen trees and spread them across the property line.

Comments and questions from Commission members. Mr. Madden wanted to know if they intended on transplanting evergreen trees and Mr. Rosenthal replied, no they would not be transplanted, they are on the proposed plan, and existing trees will remain where they are or be moved to allow for more coverage for the residential neighbors.

Mr. Madden wanted to know about the ATM signage and plan changes. Ms. Whitney Kelly presented pictures of examples of the structure and stated at this time the signage is not an issue and will be on a whole different permit. Ms. Kramer had a question in regards to lighting and if the fixtures were being changed, and if the entire ATM structure will be torn down and replaced. Mr. Rosenthal responded that yes the entire ATM structure would be replaced and the lighting issues have been addressed and will be fixed. Mr. Glantz expressed concern about what the ATM structure is going to look like. Mr. Strutman stated that the canopy on the ATM is a trademark for all First Community Credit Unions for the last fifteen years. Ms. Kramer and Mr. Glantz expressed their thanks to Mr. Strutman and Mr. Rosenthal, but again stressed concern on what the structure will ultimately look like. Mr. Eberhardt then addressed the trash enclosure on the bank site, and Mr. Rosenthal stated that the trash receptacle will be enclosed as asked in the staff report.

Comments and questions from the audience. Mr. David Caldwell is concerned about making a left and seeing south on Greaser. Mr. Caldwell also expressed concern with the appearance of the ATM and corporate architecture of the structure. Mr. Henry Klaus expressed concern about a honeysuckle bush that obstructs the view coming out of the First Community Credit Union parking lot. Mr. Langdon stated that looking at the plan, the resident who resides where the honeysuckle is growing, cannot be made to cut it, it is within the ordinances of the city.

Stacy Manolakas, of 7 Winfield Pointe Lane, Creve Coeur, MO, did not feel that First Community Credit Union was not very flexible with their plan and would still like to see more screening. Mr. Rosenthal states that First Community has complied and done everything that the neighbors have asked. They want to continue to be a good neighbor and are going above and beyond to meet neighbor's needs and wants.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the Conditional Use Permit for the ATM and site development plan submitted with Application #11-009, subject to the conditions contained in the draft ordinance attached to the staff report dated June 6, 2011. Mr. Schnarr seconded the motion with the resultant vote as follows:

Mr. Glantz – aye	Ms. Kramer – nay	Mr. Eberhardt – aye
Mr. Schnarr – aye	Chair – aye	

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:20 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

city of **CREVE COEUR**

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

June 9, 2011

Mr. Rick Strutman
First Community Credit Union
17151 Chesterfield Airport Road
Chesterfield, MO 63005

Re: Conditional Use Permit #11-009 – ATM Relocation and Site Development Plan
10950 Olive Boulevard

Mr. Strutman:

The Planning and Zoning Commission, at its meeting of June 6, 2011, reviewed your request on behalf of First Community Credit Union, for approval of the conditional use permit and site development plan for new automated teller machine and landscape improvements for the First Community Credit Union at the referenced location.

By majority vote (4 ayes and 1 nay), the P&Z Commission recommends approval of the draft conditional use permit for the ATM and the site development plan, dated June 1, 2011, submitted for Application #11-009, subject to the conditions contained in the draft ordinance attached to the staff report dated June 6, 2011.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official

BILL NO. _5316____ **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, REESTABLISHING AND MAKING PUBLIC PREVIOUSLY ESTABLISHED METHODS OF DISCLOSING POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS PURSUANT TO SECTION 105.485 OF THE REVISED STATUTES OF MISSOURI.

WHEREAS, the City has previously established methods of disclosing potential conflicts of interest and substantial interests pursuant to Section 105.485 of the Revised Statutes of Missouri and codified such methods at Section 130.090 of the Code of Ordinances; and

WHEREAS, Section 105.485.4 requires the City to reestablish such matters by September 15, 2011;

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

SECTION 1. The City hereby reestablishes and makes public the provisions of Section 130.090 of the Code of Ordinances, a copy of which is attached hereto and incorporated herein as **EXHIBIT A.**

SECTION 2. The City Clerk shall send a certified copy of this Ordinance to the Missouri Ethics Commission within 10 days of its adoption.

SECTION 3. This Ordinance shall take effect as provided in Section 3.11(g) the City Charter.

ADOPTED THIS ____ DAY OF ____________________, 2011.

TARA NEALY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF ___________________, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

EXHIBIT A

SECTION 130.090: DISCLOSURE REPORTS

A. *Generally.* The Mayor and each member of the City Council, the Planning and Zoning Commission and the Board of Adjustment, the City Administrator, the Finance Director and any candidate for elected office of the City shall disclose the following information if any such transactions were engaged in during the previous calendar year:

1. For such person and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars ($500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

3. The City Administrator and the Finance Director also shall disclose for the previous calendar year the following information:

a. The name and address of each of the employers of such person from whom income of one thousand dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he/she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

B. *Filing Of Reports.* The reports, in the form as prescribed by the Missouri State Ethics Commission, shall be filed with the City Clerk and with the Missouri State Ethics Commission. The reports shall be available for public inspection and copying during normal business hours. Pursuant to Subsection (4) of Section 105.485, RSMo., these reports are to be filed in lieu of reports otherwise required by the Statute.

C. *When Filed.* The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

1. Each person appointed to office or employed shall file the statement within thirty (30) days of such appointment or employment.

2. Each candidate for elective office shall file a financial interest statement no later than the forty-fifth (45th) day after the last day for filing for the election at which he/she seeks nomination or election and the statement shall be for the twelve (12) months prior to the closing date, except that in the event an individual does not become a candidate until later than the forty-fifth (45th) day after the last day for filing for the election, the statement shall be filed within ten (10) days of becoming a candidate.

3. Every other person required to file a financial interest statement shall file the statement annually not later than May first (1st) and the statement shall cover the calendar year ending the immediately preceding December thirty-first (31st); provided that any member of the City Council, the Planning and Zoning Commission and the Board of Adjustment or the Mayor may supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement. (R.O. 2008 §2-170.1; Ord. No. 1603 §§1--3, 8-23-93; Ord. No. 1664 §§1--3, 9-12-94; Ord. No. 1734 §§1--3, 8-28-95; Ord. No. 2145 §1, 8-27-01; Ord. No. 2230 §§1--3, 8-11-03; Ord. No. 3040 §1, 2-14-05; Res. 748, 8-13-07; Res 871, 8-19-09).

BILL No __5317____ **ORDINANCE No _______**

AN ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI TO NAME A STREET WHICH RUNS NORTH AND SOUTH BETWEEN THE OLIVE BOULEVARD/WEST OAK TRAFFIC SIGNAL AND OFFICE PARKWAY, "OFFICE PARKWAY NORTH".

WHEREAS, the street running north and south from a point in the Office Parkway right-of-way between #760 and # 788 Office Parkway to the signalized intersection at Olive Boulevard and West Oak is not currently named; and

WHEREAS, the intersection of this street with Olive Boulevard was recently improved when the West Oak traffic signal was constructed; and

WHEREAS, there are no properties with addresses on this street, which is half privately maintained and the other half public;

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

Section 1: The street running north and south from a point in the Office Parkway right-of-way between #760 and # 788 Office Parkway to the signalized intersection at Olive Boulevard and West Oak is hereby named "Office Parkway North"

Section 2: After adoption and approval of this ordinance, the City Clerk shall cause a certified copy hereof to by duly filed in the Office of the Recorder of Deeds, St. Louis County, and shall send copies to the appropriate government authorities.

Adopted this ___ day of ________ 2011.

____
Tara Nealey
President of City Council

Adopted this ___ day of ________ 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan, MRCC
City Clerk

DEPARTMENT OF PUBLIC WORKS
OFFICE MEMO

DATE: June 20, 2011

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Name an Unnamed Street “Office Parkway North”

City Staff has been contacted by several business owners in the Creve Coeur Executive Office Park have requested that the street running north and south from Office Parkway to the Olive Boulevard/West Park traffic signal be identified with a permanent name (see attached map).

Originally this road was all private and provided access to business parking lots from Office Parkway. When City Place East was developed which was near the same time the Olive improvements at West Oak were constructed the intersection at Olive was designed and constructed to allow for a road to the south from Olive through the City Place East property. This road joined into the existing road through private property southward to its intersection with Office Parkway. The Koman Group dedicated the section of road on the City Place East property for public use.

City staff has discussed potential names for this street and agreed that “Office Parkway North” may be the best option. Since a portion of this road is on private property a letter was sent earlier this year to the owner of record, Lindbergh Warson Properties, Inc. at the address identified on the St. Louis County Recorder of Deeds website to notify them of the city’s intention and to contact me if they had any objections. Several weeks later, the letter was returned to the city marked “Return To Sender”. A second letter has been sent to additional contact locations for Lindbergh Warson Properties as a final attempt to contact the property owners. There are no existing properties that front this road or have an address on the road. This being said, we believe we have done due diligence to notify property owners which are directly affected by naming this street of the city’s intent.

Public Works staff recommends approval of the attached ordinance which will officially name the road identified on the drawing and in this memo to be “Office Parkway North”.

Public Road
Private Road

N

BILL No. __5318_____ **ORDINANCE No. _________**

AN ORDINANCE AMENDING AND RESTATING THE PROVISIONS OF THE DEFINED BENEFIT RETIREMENT PLAN FOR EMPLOYEES OF THE CITY OF CREVE COEUR, INCLUDING BY ADDING THE REQUIREMENT OF EMPLOYEE CONTRIBUTIONS.

WHEREAS, the City has in effect a Defined Benefit Retirement Plan for Employees of the City of Creve Coeur as restated and adopted by Ordinance No. 2131, and as subsequently amended, and

WHEREAS, the City Council has determined that a certain level of employee contributions should be required in order to maintain the current level of benefits and thereby keep the plan and overall benefit levels competitive during a time in which plan costs have continued to rise substantially; and

WHEREAS, the City Council is mindful of the impact of required contributions on employees, but finds that it is an appropriate time to require such contributions in light of merit pay increases authorized in the City's next fiscal year budget; and

WHEREAS, the City Council finds that employee contributions are common features of retirement plans, including the City's defined contribution plan; and

WHEREAS, the City Council has also determined to make other minor revisions to the plan and wishes to restate the plan for clarity; and

WHEREAS, the City has complied with the notice requirements of Chapter 105 RSMo;

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

Section 1: The Defined Benefit Retirement Plan for Employees of the City of Creve Coeur is hereby amended and restated as set forth in Exhibit A attached hereto.

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

Passed this ______ day of _______, 2011.

____
Tara Nealy, President
City Council

Approved this ____ day of _________, 2011.

____
Harold L. Dielmann
Mayor

ATTEST:

____
Deborah Ryan, MRCC
City Clerk

Defined Benefit Retirement Plan for Employees of the City of Creve Coeur

Amended and Restated July, 2011~~January, 2009~~

(Includes Changes Through Ordinance ______~~5072~~)

Ordinance Nos.
2131
2147
2157
2295
3067
4008
4038
4072
5067
5072
5112

~~Note: This document is an administrative restatement based on the approved ordinances; this document itself was not approved by ordinance~~

Table of Contents

Introduction

The Retirement Plan for Employees of the City of Creve Coeur (hereinafter the "Plan") is hereby amended and restated by the City of Creve Coeur, Missouri (hereinafter the "City").

The rights and benefits of Participants who are Active Participants in the Plan on or after June 26, 2001, the effective date of the restatement approved by Ordinance 2131, shall be determined as provided in this amended and restated Plan. The rights and benefits of any Participant who was not an Active Participant on or after June 26, 2001, but who is entitled to benefits under the Plan, shall be determined in accordance with the applicable provisions of the Plan in effect at the time such Participant separated from service, except as required by applicable law or regulation or except as specifically provided or changed by subsequent amendments.

It is intended that the Plan qualify under Sections 401(a) of the Code. Except as otherwise provided, the Plan and all matters relating thereto shall be governed, construed and administered in accordance with the applicable laws of the United States and the State of Missouri**.**

This Plan was amended and restated pursuant to Ordinance No. 2131 effective June 26, 2001 and ~~and was~~ subsequentl~~y~~ amendments~~ed~~ pursuant to~~by~~ Ordinance Nos. 2147, 2157, 2295, 3067, 4008, 4038, 4072, 5067, ~~and~~ 5072, 5112, and ________.

Effective May 23, 2006, the Plan shall be known as the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur and shall only apply to Participants who were~~are~~ Active Participants as of that date or, as provided above, to Participants who were~~are~~ not Active Participants as of that date but who were~~are~~ entitled to benefits under the Plan at that time, current Employees at that time who beca~~o~~me Participants under Section 2.01 of the Plan, and Participants who again beca~~o~~me Active Participants pursuant to Section 2.02(a) of the Plan. Persons who beca~~o~~me new Employees of the City after the foregoing effective date, including pursuant to Section 2.02(b) of the Plan, shall not be eligible to become a Participant of the Plan.

Effective July 1, 2011, per Ordinance ______, Active Participants must make required Employee Contributions as provided herein to meet Compensation and Credited Service requirements.

ARTICLE I

Definitions

The following terms used in the Plan have the meanings ascribed to them in Article I unless a different meaning is plainly required by the context. Some of the words and phrases used in the Plan are not defined in this Article I, but, for convenience, are defined as they are introduced into the text. Words in one gender should be deemed to include the other gender. Nouns and pronouns stated in the singular should be deemed to include the plural and the plural should be deemed to include the singular whenever appropriate. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter any of the terms of the Plan.

1.01 Accrued Benefit means the amount of the monthly Retirement Benefit a Participant has earned as of the applicable determination date and shall be determined as provided in Article III and Article IV, as applicable.

1.02 Actuarial Equivalent or Actuarial Equivalence means a benefit which is of equal value at the date of determination to the benefit for which it is to be substituted. For all purposes other than lump sum benefits, Actuarial Equivalence shall be based upon an interest rate of eight percent (8%) and a mortality table constructed from eighty-five percent (85%) of the male rates and fifteen percent (15%) of the female rates from the 1971 Group Annuity Mortality Table.

For lump sum benefits, Actuarial Equivalence shall be based on the annual rate of interest on 30-year Treasury securities, as specified by the Secretary of Treasury, for the second month preceding the Plan Year in which the determination is made. For lump sum benefits, Actuarial Equivalence shall also be based on the 1983 Group Annuity Mortality Table converted to a unisex basis by assuming fifty percent (50%) males.

1.03 Beneficiary means a person or entity designated as such by a Participant, on a form provided by the Board of Trustees, to receive benefits payable upon the Participant's death. If no person designated as Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

1.04 Board of Trustees means the committee comprised of a City Council member (to be nominated by the Mayor and ratified by the City Council), one (1) City Finance Committee member (to be designated by the Finance Committee), two (2) Plan Participants (to be elected by vote of Participants), three (3) residents of the City (to be nominated by the Mayor and ratified by the City Council and~~),~~ one or more of such residents may be members of the City Finance Committee), the City Administrator (ex-officio) and the City Finance Director (ex-officio).

Effective for members appointed after the September 12, 2001~~effective date of this Amendment (9/12/01)~~, each member of the Board of Trustees, other than the City Administrator and Finance Director, shall serve for a term of three (3) years, up to a maximum of three (3) consecutive terms. In the event of the resignation or removal of a member, the new member's term shall be established to complete the unexpired term of the former member. In no event shall any member of the Board of Trustees serve for more than nine (9) consecutive years.

1.05 City means City of Creve Coeur, Missouri.

1.06 City Council means the City Council of the City of Creve Coeur, Missouri.

1.07 Code means the Internal Revenue Code of 1986 as amended from time to time. All references to specific Code sections are deemed to be references to such sections as they may be amended or superseded.

1.08 Compensation.[1]

(a) Compensation means the Participant's earnings during employment with the City. Earnings shall include wages and salary, and longevity pay, but shall~~do~~ not include bonuses, commissions, overtime pay, expense allowances, pay in lieu of vacation, holiday pay and other similar items. Earnings include any amount which is not includable in the gross income of the Employee under Sections 125(a)(8), 402(h), 403(b) or 457 of the Code. Only employees last hired before August 1, 2004 are entitled to longevity pay. Notwithstanding any other provision of this Plan, no employee last hired on or after August 1, 2004 is entitled to longevity pay.

Compensation of each Participant taken into account under the Plan for determining all benefits provided under the Plan for any determination period shall not exceed the limit on Compensation prescribed in Section 401(a)(17) of the Code (the "Section 401(a)(17) Limit"). For Plan Years beginning before January 1, 2002, the limit is one hundred fifty thousand dollars ($150,000), as adjusted for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. For Plan Years beginning on or after January 1, 2002, the Section 401(a)(17) Limit shall be two hundred thousand dollars ($200,000) as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect on January 1 of any calendar year shall apply to any determination period beginning in such calendar year. For this purpose, the "determination period" is any period not exceeding twelve (12) months over which Compensation is determined. If a determination period consists of fewer than twelve (12) months, the Section 401(a)(17) Limit

[1] Version effective as of July 1, 2002

will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

For Plan Years beginning before January 1, 1997, in determining the Compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Code shall apply, except in applying such rules, the term "family" shall include only the Spouse of the participant and any lineal descendant of the Participant who has not attained the age of nineteen (19) years before the close of the year. If, as a result of the application of such rules, the adjusted Section 401(a)(17) Limit is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this Section prior to the application of this limitation. This paragraph shall not apply in calculating Compensation for Plan Years beginning on and after January 1, 1997.

If Compensation for any prior determination period is taken into account in determining a Participant's benefits accruing in the current Plan Year, the Compensation for the prior determination period is subject to the adjusted 401(a)(17) Limit in effect for that prior determination period. For benefits accruing in Plan Years beginning on or after January 1, 1994 and before January 1, 2002, with respect to determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the Section 401(a)(17) Limit is one hundred and fifty thousand dollars ($150,000). For benefits accruing in Plan Years beginning on or after January 1, 2002 with respect to determination periods before such date, the Section 401(a)(17) Limits is two hundred thousand dollars ($200,000).

(b) Final Average Compensation means the monthly average of a Participant's Compensation over the sixty (60) consecutive months out of the last one hundred twenty (120) months of employment immediately preceding the applicable determination date which produces the highest average. If a Participant does not have the requisite amount of service described above, Final Average Compensation shall be determined on the basis of his entire period of employment as an Employee. In making such calculation, Compensation paid in any month after June 30, 2011 in which a Participant does not make required Employee Contributions shall be disregarded.

1.09 Early Retirement Age means the date on which the Participant first attains age fifty (50) and has completed at least twenty (20) years of Credited Service. Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or ~~next~~ following the Participant's attainment of his Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

1.10 Employee means a person employed by the City.

1.10.1 Employee Contributions refer to contributions required to be made by Participants pursuant to Article X.

1.11 Entry Date means the date an Employee may enter the Plan. The Entry Date shall be the July 1 coinciding with or next following the date the Employee satisfies the eligibility requirements set out in Section 2.01 of the Plan.

1.12 Full-Time Employee means a person duly employed by the City in a position for which employment with the City is at least 35 hours per seven-day work period.

1.13 Late Retirement Date means the first day of the month coinciding with or immediately following the date a Participant retires, where such date is after his Normal Retirement Date.

1.14 Military Leave means leave granted by the City to enable an Employee to serve in the armed forces of the United States of America.

1.15 Normal Retirement Age means (a) for a Participant who is a uniformed police officer, the date the Participant attains age fifty-five (55), and (b) for any other Participant, the date the Participant attains age sixty-five. Normal Retirement Date means the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. A Participant shall be one hundred percent (100%) vested in his Accrued Benefit upon the attainment of Normal Retirement Age.

1.16 Participant means any Employee who becomes eligible to participate in the Plan pursuant to Article II and who continues to be entitled to any benefits under the Plan. An Active Participant means any Participant who is a Full-Time Employee of the City on a determination date. An Inactive Participant means any Participant who has ceased to be a Full-Time Employee but who continues to be an Employee of the City.

1.17 Plan means Defined Benefit Retirement Plan for Employees of the City of Creve Coeur as it may from time to time be amended.

1.18 Plan Year means the twelve (12) consecutive month period beginning on July 1 and ending on the next following June 30.

1.19 Retirement Benefit or Benefit means the amount to which a Participant shall become entitled, is entitled to or is receiving under this Plan, pursuant to Articles III or IV.

1.20 Spouse means the person to whom the Participant is legally married at the relevant time.

1.21 Trust Fund means all sums of money or other property held by the Trustee for the purpose of providing benefits under the Plan.

1.22 Trustee means the Board of Trustees or successors thereto appointed to administer the Trust Fund.

1.23 Unreduced Early Retirement Age means the date that the sum of the Participant's age and years of Credited Service equals~~ or exceeds~~ eighty-five (85). In determining the sum of a Participant's age and Credited Service, completed years and completed months of both age and Credited Service shall be used. Unreduced Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or ~~next~~ following the Participant's attainment of his Unreduced Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

1.24 Year of Service and other service measurements under the Plan shall be determined utilizing the special definitions of this Section.

(a) Continuous Service means a period of time commencing on the day the Employee is first employed or reemployed by the City (whichever is applicable) and ending on the date the Employee ceases to be employed by the City.

(b) A Period of Severance means the period of time commencing on a Termination Date and ending on the date the Employee again performs an h~~H~~our of s~~S~~ervice with the City as a Full-Time Employee.

(c) Termination Date means:

(i) The date the Employee resigns, retires, dies, or is discharged from employment with the City, or

(ii) The date the Employee ceases to be a Full-Time Employee.

Absences from employment while an Employee is on an authorized leave of absence, Military Leave, or absences which are authorized uses of sick leave or Family Medical and Leave Act leave or vacation leave shall not be treated as a Termination Date of Period of Severance for purposes of the Plan.

(d) Credited Service means all years and completed months of s~~S~~ervice as a Full-Time Employee of the City. Credited Service shall include:

(i) The first two (2) months of any leave of absence authorized by the City; or

(ii) Any period of absence under a Military Leave to the extent such period is required to be credited as Credited Service under applicable Federal or State law.

Notwithstanding the foregoing, as to any Participant who is a DROP Participant pursuant to Article XII, the crediting of Years of Service, Continuous Service and Credited Service shall be subject to Article XII; furthermore, Credited Service shall not include any month after June 30, 2011 during which a Participant does not make required Employee Contributions.

ARTICLE II

Service

2.01 Eligibility Requirements. Each Employee who was a Participant in the Plan immediately prior to June 26, 2001~~the effective date of this restatement (6/26/01)~~ shall continue to be a Participant subject to the terms and conditions of this Plan. Each other Employee shall become a Participant in this Plan on the Entry Date coinciding with or next the date he meets each of the following requirements:

(a) He is a Full-Time Employee;

(b) He has attained age twenty-one (21); and

(c) He has completed two (2) Years of Continuous Service.

No person who becomes a new Employee of the City after May 23, 2006, including pursuant to Section 2.02(b), shall be eligible to become a Participant in the Plan.

2.02 Participation after a Termination Date.

(a) A Participant who had a Termination Date prior to the time he became vested in any portion of his Accrued Benefit shall again become an Active Participant in the Plan on the Entry Date that coincides with or next follows the date he subsequently resumes employment as a Full-Time Employee, if such employment occurs within five years of such Termination Date.

(b) A Participant described in subsection (a) who does not resume employment as a Full-Time Employee within five years of his Termination Date will be treated, upon subsequent reemployment as a new employee subject to the participation requirements of Section 2.01.

2.03 Inactive Participants. Subject to Section 2.04, an Inactive Participant shall not be credited with Credited Service or Compensation for the period he is an Inactive Participant but shall continue to be credited with years of Continuous Service until employment with the City ceases.

2.04 Disregard of Credited Service. If a Participant has a Termination Date prior to vesting in any portion of his Accrued Benefit, Credited Service earned before such Termination Date shall not be taken into account unless the Participant resumes employment as a Full-Time Employee within five (5) Years of his Termination Date and then completes~~. If a Participant who has terminated~~

~~employment with the City is reemployed, prior Credited Service will be restored only upon completion of~~ an additional five years of Continuous Service.

2.05 Vesting in Accrued Benefit. A Participant shall become 100% vested in his Accrued Benefit upon completion of eight (8) years of Credited Service. A Participant who has not completed eight (8) years of Credited Service shall become vested in his Accrued Benefit according to the following schedule:

Sum of Participant's Age as of Last Birthday and years of Credited Service	**Vested Percentage**
Less than 50	0%
50	50%
51	60%
52	70%
53	80%
54	90%
55 and above	100%

2.06 Uniform Services Employment and Reemployment Rights Act of 1994. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994 contributions, Benefits and Credited Service with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

2.07 Employee Contributions. Credited Service shall not include any month after June 30, 2011 during which a Participant does not make a required Employee Contributions.

ARTICLE III

Retirement Benefits

3.01 Normal Retirement Benefit. A Participant who retires on his Normal Retirement Date shall be entitled to a monthly Retirement Benefit commencing on his Normal Retirement Date equal to the product of: (a) one and seven tenths percent (1.7%) of the Participant's Final Average Compensation multiplied by (b) the Participant's Credited Service, not to exceed thirty (30) years.

Notwithstanding the foregoing, for those Employees who were~~are~~ Active Participants in the Plan on June 30, 2001, item (a) above shall be two percent (2%) of the Participant's Final Average Compensation. The preceding sentence shall not apply to those Employees who were~~are~~ Active Participants in the Plan on June 30, 2001 but who filed a timely and proper election with the Plan Administrator on forms provided by the Plan Administrator to instead participate in the City of Creve Coeur Employees' Money Purchase Pension Plan. The foregoing election was~~shall be~~ timely filed if it was~~is~~ received by the P~~p~~lan A~~a~~dministrator on or before July 31, 2001.

Notwithstanding the above, for those Employees hired before July 1, 1994, the foregoing Normal Retirement Benefit shall be no less than the benefit formula in effect prior to that date.

3.02 Early Retirement Benefit.

(a) In lieu of his Normal Retirement Benefit, a Participant who has attained his Early Retirement Age may elect to receive a monthly Early Retirement Benefit commencing on his Early Retirement Date equal to his Accrued Benefit as of his Early Retirement Date, reduced so that the benefit will be the Actuarial Equivalent to his benefit as if payable starting at his Normal Retirement Date.

(b) A Participant who has attained his Unreduced Early Retirement Age may elect to receive a monthly Early Retirement Benefit commencing on his Unreduced Early Retirement Date equal to his Accrued Benefit as of such Unreduced Early Retirement Date. There shall be no reduction for commencement of such benefits prior to the Participant's Normal Retirement Date.

3.03 Late Retirement Benefit. A Participant who retires after his Normal Retirement Date shall be entitled to receive a monthly Late Retirement Benefit commencing on his Late Retirement Date equal to his Accrued Benefit as of his Late Retirement Date, which shall be determined in the same manner as the Normal

Retirement Benefit, but taking into account his Compensation and Credited Service after his Normal Retirement Date.

3.04 Cost of Living Increase for Certain Retirees. For all Benefits payable pursuant to Article III on or after January 1, 2002, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who first retired or received payment of such Benefit prior to January 1, 2001 shall be increased effective January 1, 2002 by one and seventy-five one hundredth percent (1.75%) multiplied by the number of full years since the retiring Participant's actual Early, Late or Normal Retirement Date which triggered the payment of Benefits. Notwithstanding the foregoing, Participants who received a cash-out of their Accrued Benefit pursuant to Section 5.03, shall not be eligible for the Benefit described in the preceding sentence.

3.05 Minimum Benefits.

(a) If the aggregate of Benefit payments made to a Participant, his Spouse and Beneficiary is less than the Employee Contributions made by the Participant together with interest credited thereon, taking into account such Benefit payments, at an annual rate of return of 5%, the excess of such amount over the aggregate of such Benefit payments shall be payable to the Participant's Beneficiary as an additional death benefit.

(b) If upon termination of employment with the City a Participant has no vested Benefit, the Participant or his Beneficiary shall receive payment of his total Employee Contributions together with interest credited thereon at an annual rate of return of 5% through the last day of the month preceding such termination date, as soon as practicable.

ARTICLE IV

Benefits upon Termination of Employment

4.01 Deferred Normal Retirement Benefit. A Participant who separates from service before his Normal Retirement Date but after completing eight (8) years of Credited Service shall be entitled to a monthly Retirement Benefit commencing on his Normal Retirement Date equal to the product of: (a) one and seven tenths percent (1.7%) of the Participant's Final Average Compensation multiplied by (b), the Participant's Credited Service, not to exceed thirty (30) years.

If the Participant has not completed eight (8) years of Credited Service, the monthly Retirement Benefit shall be the amount obtained in the preceding paragraph multiplied by the applicable percentage set forth in Section 2.05. Any portion of such Benefit which is not vested shall be forfeited.

Notwithstanding the foregoing, for those Employees who were~~are~~ Active Participants in the Plan on June 30, 2001, item (a) above shall be two percent (2%) of the Participant's Final Average Compensation. The preceding sentence shall not apply to those Employees who were~~are~~ Active Participants in the Plan on June 30, 2001 but who filed a timely and proper election with the P~~p~~lan A~~a~~dministrator on forms provided by the P~~p~~lan A~~a~~dministrator to instead participate in the City of Creve Coeur Employees' Money Purchase Pension Plan. The foregoing election was~~shall be~~ timely filed if it was~~is~~ received by the P~~p~~lan A~~a~~dministrator on or before July 31, 2001.

Notwithstanding the above, for those Employees hired before July 1, 1994, the foregoing Deferred Normal Retirement Benefit shall be no less than the benefit formula in effect prior to that date.

4.02 Deferred Early Retirement Benefit. A Participant entitled to the Deferred Normal Retirement Benefit described above who separated from service prior to attaining his Early Retirement Age may elect to receive the Benefit commencing at any time after age sixty-two (62). The amount of such Benefit shall be actuarially reduced to reflect early commencement.

4.03 Reemployment Adjustment. In the event a Participant who has separated from service with a right to a Deferred Normal Retirement Benefit is reemployed as a Full-Time Employee prior to the commencement of such benefits, the Benefits payable with respect to a Participant after subsequent separation from service shall be equal to the greater of:

(a) The Deferred Normal Retirement Benefit to which he was entitled under the Plan at the time of his prior separation from service, based on his previous Credited Service and Final Average Compensation, and

(b) The Deferred Normal Retirement Benefit to which he is entitled under Section 4.01 above based on his total Credited Service (including Credited Service earned before his reemployment) and his Final Average Compensation determined at the time of his subsequent separation from service.

4.04 Cost of Living Increase for Certain Terminated Employees with Vested Accrued Benefits. For all benefits payable pursuant to Article IV on or after January 1, 2002, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who first received payment of such Benefit prior to January 1, 2001 shall be increased effective January 1, 2002 by one and seventy-five one hundredth percent (1.75) multiplied by the number of full years since the individual's attaining the Early or Normal Retirement Date which triggered the payment of Benefits. Notwithstanding the foregoing, Individuals who receive a cash-out of their accrued Benefit pursuant to Section 5.03, shall not be eligible for the Benefit described in the preceding sentence.

ARTICLE V

Form and Payment of Retirement Benefits

5.01 Normal Form of Benefit. Unless a Participant elects an optional form of payment, the Benefits described in Article III and Article IV shall be payable in the form of a Ten Years Certain and Life Annuity, as described in Section 5.02(a). A Participant may elect an optional form of benefit in lieu of the normal form by electing such form in writing no more than 60 days before payment of his Benefits is to commence. The Participant will be provided with a written explanation of the various forms of benefits and the effect of an election of a specific form of benefit within a reasonable period before benefits are to commence.

5.02 Forms of Benefit. Benefits payable in a form other than that described in (a) below shall be the Actuarial Equivalent thereof:

(a) Ten Years Certain and Life Annuity -- Under this form of benefit, payment of monthly installments shall continue for the Participant's lifetime. If the Participant dies before one hundred twenty (120) monthly installments have been paid, such benefit will be payable to the Participant's Beneficiary until a total of one hundred twenty (120) monthly installments have been paid. If, upon the Participant's death, there is no living designated Beneficiary, the commuted value of the unpaid installments shall be paid to the Participant's estate. If, after the Participant's death, the designated Beneficiary also dies prior to completion of payment of the 120 monthly installment payments, the commuted value of the unpaid installments shall be paid to the designated Beneficiary's estate. [Ord. 5112]

(b) Joint and Survivor Annuity -- Under this form of benefit, which is available only if the Participant's Spouse is the designated annuitant, payment of monthly installments will be made for the lifetime of the Participant. If the Participant predeceases his Spouse, payment in an amount equal to fifty percent (50%), sixty-six and two-thirds percent (66-2/3%) or one hundred percent (100%), of the Participant's benefit will continue to the Spouse for life. The Participant shall elect the applicable percentage at the time he or she elects this form of benefit.

(c) Life Annuity -- Under this form of benefit (also referred to as a straight-life annuity), payment of monthly installments will continue for the lifetime of the Participant and will cease upon his death.

5.03 Cash-out of Accrued Benefit. Notwithstanding any other provisions of the Plan, a Participant who separates from service or retires with a vested Accrued Benefit shall be paid the Actuarial Equivalent of such benefit in a single sum, provided that such Actuarial Equivalent does not exceed (1) for distributions prior to March 28, 2005, five thousand dollars ($5,000) or (2) for distributions on or after March 28, 2005 one thousand dollars ($1,000).

Effective for distributions on and after March 28, 2005, a Participant who separates from service or retires with a vested accrued benefit the single sum actuarial equivalent of which exceeds one thousand dollars ($1,000) but does not exceed five thousand dollars ($5,000) may elect, within such election period as prescribed by the Plan Administrator, to be paid the actuarial equivalent of such benefit in a single sum. A participant who does not elect and receive a single sum payment pursuant to this provision on or before the last day of the election period prescribed by the Plan Administrator shall no longer be entitled to a distribution pursuant to this section. However, at such time as the Participant is eligible to start receiving benefit payments without regard to this section, the Participant will again become eligible to elect, within the period prescribed by the Plan Administrator, to receive a distribution pursuant to this section, provided the lump sum actuarial equivalent of the Participant's vested accrued benefit is still greater than one thousand dollars ($1,000) and not greater than five thousand dollars ($5,000).

For purposes of this section, if the present value of the Participant's vested accrued benefit is zero, the Participant shall be deemed to have received a distribution of such vested benefit on the date his employment with the employer ends.

If a Participant who has received a single sum payment hereunder resumes employment covered under the Plan, such Participant's later Benefits hereunder shall not include Credited Service attributable to his prior period of employment.

5.04 Commencement of Benefits.

(a) Unless the Participant elects otherwise in writing, the payment of Benefits under the Plan to a Participant shall commence no later than the sixtieth (60th) day after the close of the Plan Year in which the last of the following occurs:

(1) The Participant attains Normal Retirement Age;

(2) The tenth (10th) anniversary of the Participant's initial participation in the Plan; or

(3) The Participant terminates service with the City.

(b) Notwithstanding the above, distribution of benefits must commence not later than the April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one half (70 1/2) or retires, whichever is later.

5.05 Methods of Distribution.[2]

(a) All distributions required under this Section shall be determined and made in accordance with Section 401(a)(9) of the Code as in effect on January 1, 2002 or as hereafter amended and the regulations thereunder, including the incidental death benefit requirements of Code Section 401(a)(9)(G) as such sections apply to plans maintained by governmental entities. With respect to distributions made under the Plan on or after January 1, 2002 and before January 1, 2006 the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with Proposed Treasury Regulations issued July 27, 1987 thereunder. With respect to distributions made after December 31, 2005, the plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Treasury Regulations issued June 15, 2004 thereunder.

(b) Distribution of benefits, if not made in a single sum, shall be made over one of the following periods (or a combination thereof): 1) the life of such Participant; 2) the lives of such Participant and a designated Beneficiary; 3) a period not extending beyond the life expectancy of such Participant or 4) a period not extending beyond the life expectancy of such Participant and a designated Beneficiary.

(c) If the distribution of the Participant's interest has begun in accordance with the preceding paragraph and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution used as of his date of death.

(d) If the Participant dies before distribution commences, his or her entire interest will be distributed no later than the date specified below:

(1) Payments of any portion of such interest to the Participant's surviving Spouse shall be made over the life or life expectancy of such surviving Spouse commencing no later than December 31 of the Calendar year in which the Participant would have attained age seventy and one half (70 ½) or, if later, December 31 of the calendar year containing the first anniversary of the Participant's death except to the extent an election is made to receive a distribution of the surviving Spouse's entire interest no later

[2] Version effective as of July 1, 2002

than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(2) Distribution of the entire interest of a Beneficiary other than the Participant's surviving Spouse shall be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent an election is made to receive distributions over the life or life expectancy of such designated Beneficiary commencing no later than December 31 of the calendar year containing the first anniversary of the Participant's death;

Such election must be made by the Participant (or his designated Beneficiary or surviving Spouse, if the Participant dies without having made such an election) on or before the earlier of the date by which distribution must commence absent such election and the date distribution must commence assuming such election has been made.

If the Spouse dies before payments begin, subsequent distributions are required under this subsection (except for subsection (d)(2)) as if the surviving Spouse was the participant.

(e) For the purpose of this Section, distribution of a Participant's interest is considered to begin on the Participant's required beginning date (or, if the last sentence of subsection (d) applies, the date distribution is required to begin to the surviving Spouse pursuant to subsection (d)). If distribution in the form of an annuity irrevocably commences to the Participant before the required beginning date, distribution is considered to commence on the date it actually commences.

(f) Any amount paid to a child shall be treated as if it had been paid to the surviving Spouse if such an amount will become payable to the surviving Spouse when the child reaches the age of majority.

(g) For purposes of this Section, any distribution required under the incidental death benefit requirements of Section 401(a) of the Code shall be treated as a distribution required under Section 401(a)(9) of the Code.

(h) If a Participant elects an optional form of benefit that provides a survivor benefit to a person other than a surviving Spouse, the survivor benefit shall be limited so that the value of the annuity payable during the Participant's lifetime shall not be less than fifty-one percent (51%) of the value of the Participant's Accrued Benefit calculated at his Retirement Date.

5.06 Termination for Cause. Notwithstanding the above, a Participant who has a Termination Date due to termination for cause shall not be entitled to Benefits under the Plan except for a return of Employee Contributions as provided herein. A termination for cause shall be deemed to occur if the reason for termination was the Participant's ~~conviction for~~ embezzlement, dishonesty, fraud or for any other felony in connection with the affairs of the City. For this purpose, termination may be through discharge or resignation.

The Board of Trustees shall make the determination whether to apply the provisions of this Section, taking into account the outcome of any criminal proceedings. Such determination shall be final, binding and conclusive on all concerned. This Section shall not be operative in the event the Plan is terminated. All Participants in similar situations shall be treated in a uniform and consistent manner for purposes of this Section.

ARTICLE VI

Pre-retirement Death Benefits

6.01 Eligibility for Death Benefit. A death benefit, determined under Section 6.02 below shall be payable with respect to a Participant:

(a) Who separated from service on or after attaining his Early Retirement Age but postponed commencement of benefits, or

(b) Who continues in employment with the City after his Normal Retirement Date, or

(c) Who is actively employed with the City, is vested under the Plan, and has not reached his Normal Retirement Age under the Plan;

if such Participant dies before payment of his benefit commences.

6.02 Amount of Death Benefit.

(a) If a Participant described in Section 6.01(a) or 6.01(b) dies after electing the Joint and Survivor form of payment, the death benefit payable to his surviving Spouse shall be a monthly annuity payable for life equal to two-thirds (2/3) of the amount of the monthly benefit which would have been payable to the Participant under that benefit form if the Participant's benefits had commenced on the first day of the month preceding his date of death.

(b) If a Participant described in Section 6.01(a) or 6.01(b) dies without electing the Joint and Survivor form of payment, the death benefit payable to his designated beneficiary shall be 120 monthly payments, each of which is equal to the amount of monthly benefit which would have been payable to the Participant if the Participant's benefits had commenced on the first day of the month preceding his date of death.

(c) For a Participant described in Section 6.01(c), the death benefit payable to his surviving Spouse shall be a monthly annuity of the amount that would have been payable to such surviving Spouse if such Participant had:

(1) Separated from service on his date of death;

(2) Survived to the date he would first have been eligible to retire and commence benefits under the Plan;

(3) Retired with the 66 2/3% Joint and Survivor Annuity form at such date; and

(4) Died immediately thereafter.

In computing the benefit hereunder, only Compensation and Credited Service actually earned by the Participant prior to date of death shall be taken into account.

6.03 Cash-out of Accrued Benefit. Notwithstanding any other provision of the Plan, in the event the actuarial equivalent of the death benefit does not exceed five thousand dollars ($5,000), payment of such benefit shall be in the form of a single sum. In the event the actuarial equivalent of the death benefit exceeds such amount, at the option of the surviving S~~s~~pouse or B~~b~~eneficiary, payment of such equivalent benefit may be in lieu of the benefits otherwise payable ~~here~~under this Article VI.

6.04 Time of Payment. Payments of the death benefits described in Section 6.01(a) or Section 6.01(b) shall commence on the first day of the month coinciding with or next following the Participant's death. Payments of the death benefit described in Section 6.02(c) shall commence on the first day of the month in which the Participant would first have been eligible to retire and commence benefits under the Plan. However, at the election of the surviving Spouse, commencement of payments may be postponed to a date which is no later than the first day of the month in which the Participant would have attained his Normal Retirement Age under the Plan. If such payments are postponed, the amount of the payment shall be determined as if the Participant separated from service on his date of death, survived to the date the surviving Spouse elects to commence benefits, retired with a 66 2/3% Joint and Survivor annuity form at such date, and died immediately thereafter.

ARTICLE VII

Limitations on Benefits

7.01 Limitation on Annual Benefit.[3]

(a) Notwithstanding any other provision of the Plan, the annual benefit to which a Participant is entitled under the Plan shall not, in any limitation year, be in an amount which would exceed the applicable limitations under Code section 415 and regulations thereof, including, effective July 1, 2007, the final regulations thereunder issued April 5, 2007 as such Code section and regulations apply to plans maintained by governmental entities. As of January 1 of each calendar year commencing on or after January 1, 2002, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the maximum permissible dollar amount of benefit payable under the Plan during the limitation year ending within that calendar year.

The application of the provisions of this article shall not cause the maximum permissible benefit for any participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.

(b) The increased limitations of Code section 415(b) effective on and after January 1, 2002 shall apply solely to E~~e~~mployees participating in the Plan who have at least one ~~H~~hour of ~~S~~service on or after January 1, 2002.

(c) The term "limitation year" is the 12-month period used for application of the limitations under Code section 415 and, unless a different 12-month period has been elected by the Employer in accordance with rules or regulations issued by the Internal Revenue Service or the Department of Labor, shall be the calendar year.

[3] Version effective as of July 1, 2007

(d) For purposes of applying the adjustments required under Code section 415(b)(2), the "applicable interest rate" is the annual rate of interest on 30-year Treasury Securities as specified by the Commissioner of Internal Revenue for the second month preceding the first day of the calendar quarter in which the determination is made and "applicable mortality table" is the table prescribed by the Secretary of the Treasury as described in Code section 415(b)(2)(E)(v).

7.02 Adjustment for Early or Late Commencement. The dollar limitation under Section 7.01 shall be modified as follows to reflect early or late commencement of benefits.

(a) If the Participant's Benefit commences prior to age sixty-two (62), the dollar limitation shall be the actuarial equivalent of Section 7.01 above, payable at age sixty-two (62), as determined above, reduced for each month by which benefits commence before the month in which the Participant attains age sixty-two (62). The interest rate for determining actuarial equivalence shall be the greater of the interest rate assumption under the Plan or an assumption of five percent (5%) per year. Provided, however, that the reduction under this subsection shall not reduce the dollar limitation below: (i) $75,000 if the benefit begins at or after age fifty-five (55) or (ii) if the benefit begins before age fifty-five (55), the actuarial equivalent of the $75,000 limitation at age fifty-five (55). For years beginning before 12/31/96, this subsection (a) shall not reduce the dollar limitation of Section 7.01 for qualified police to an amount less than $50,000 as adjusted by the Secretary of Treasury. Effective for years after 12/31/96, in the case of a qualified participant as defined in Code Section 415(b)(2)(H) this subsection (a) shall not apply. This adjustment shall also not apply in the case of survivor benefits as described in Code Section 415(b)(2)(I).

(b) If the Participant's Benefit commences after age sixty-five (65), the dollar limitation shall be the Actuarial Equivalent of Section 7.01 above payable at age sixty-five (65), based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year.

7.03 Reduction for Less Than 10 Years of Participation or Service.

(a) Reduced Dollar Limitation. If a Participant is credited with fewer than ten (10) years of Plan participation, the dollar limitation of Code Section 415(b)(1)(A) referenced in Section 7.01, as it may be adjusted as specified in~~in accordance with~~ Section 7.02, shall be reduced by multiplying such amount by a fraction not to exceed one (1.0), the numerator of which is the Participant's number of years of participation (or part thereof) and the denominator of which is ten (10).

(b) Limitation on Compensation and Benefits. If a Participant is credited with fewer than ten (10) y~~Y~~ears of s~~S~~ervice with the City, the compensation limit of Code Section 415(b)(1)(B) and annual~~the~~ ten thousand dollar ($10,000) limitation of Code Section 415(b)(4) as referenced ~~minimum annual Benefit described~~ in Section 7.01 shall be reduced by multiplying such amounts by a fraction not to exceed one (1.0), the numerator of which is the Participant's number of ~~Y~~years of ~~S~~service and the denominator of which is ten (10).

(c) Change in Benefit Structure. To the extent provided in regulations, the reductions~~limitations~~ set out herein~~in subsection (a)~~ shall be applied separately with respect to each change in the benefit structure of the Plan.

In no event shall the reductions set out in (a) and (b) above result in a limitation or amount which is less than one-tenth (1/10) of such limitation or amount determined without regard to this Section 7.03.

7.04 Combined Plan Limits. For tax years beginning on or before December 31, 1999, in addition to the preceding limitations, in the event an individual is a participant in both a defined benefit and a defined contribution plan subject to Section 415 of the Code maintained by the City, the limitations of Section 415(e) of the Code shall apply. Any adjustment necessary to satisfy such limitations will be made in the benefits provided under this Plan, except that the benefit already accrued under this Plan will be reduced.

ARTICLE VIII

Plan Administration

8.01 Plan Administration. The Board of Trustees shall be the plan administrator, and shall be the named fiduciary having the authority to control and manage the operation and administration of the Plan.

8.02 Powers and Duties of the Board of Trustees with Respect to Plan Administration. The Board of Trustees shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out the Plan. Such powers and duties shall include the following:

(a) To require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

(b) To make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) To, in its discretion, interpret all Plan provisions and to determine all questions arising under the Plan, including the power to determine the eligibility of Employees, Participants and all other persons to participate in or to receive benefits under the Plan and to determine the amount of benefits payable under the Plan and to remedy any ambiguities, inconsistencies or omissions. The determinations and findings of the Board of Trustees shall be conclusive, final and binding on all parties;

(d) To provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;

(e) To designate other persons to carry out any duty or exercise any power which would otherwise be a fiduciary responsibility of the Board of Trustees under the terms of the Plan;

(f) To direct payments to or on behalf of Participant in accordance with the terms of the Plan;

(f) Subject to the provisions of any group annuity contract, to determine the manner in which the funds of the Plan shall be disbursed pursuant to the Plan; and

(g) To make an annual report of the activities of the Plan to the City Council.

8.03 Powers and Duties with Respect to the Trust. The Board of Trustees shall have the following powers and duties with respect to the performance of its duties as Trustee:

(a) To receive all contributions hereunder and apply such contributions as hereinafter set forth. The Board of Trustees shall have the custody of and safely keep all cash, securities, property and investments, including any insurance company contracts, received or purchased in accordance with the terms hereof.

(b) Subject to any limitations that may be contained elsewhere in the Plan, to take control and management of the Trust Fund and shall hold, sell, buy, exchange, invest and reinvest the corpus and income of the Trust Fund. All contributions paid to the Board of Trustees under the Plan shall be held and administered by the Board of Trustees as a single Trust Fund and the Board of Trustees shall not be required to segregate and invest separately any part of the Trust Fund representing accruals or interests of individual Participants in the Plan.

(c) To invest and reinvest the funds of the Trust Fund in any property, real, personal or mixed, wherever situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debenture, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund.

(d) To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Section 501(a) of the Code, including, without limitation, power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be established and maintained by the Board of Trustees, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust fund shall be invested through the medium thereof.

(e) To sell or exchange any property or asset of the Trust Fund at public or private sale, with or without advertisement, upon terms acceptable to the Board of Trustees, and in such manner as the Board of Trustees may deem wise and proper. The proceeds of any such sale or exchange may be reinvested as is provided hereunder. The purchaser of any such property from the Board of Trustees shall not be required to look to the application of the proceeds of any such sale or exchange.

(f) To mortgage, pledge, lease or otherwise dispose of the property of the Trust Fund without securing any order of court therefor, without advertisement, and to execute any instrument containing any provisions which the Board of Trustees may deem proper in order to carry out such actions. Any such lease so made by the Board of Trustees shall be binding, notwithstanding the fact that the term of the lease may extend beyond the termination of the Plan.

(g) To participate in the reorganization, recapitalization, merger or consolidation of any corporation wherein it may own stock or securities, and may deposit such stock or other securities in any voting trust, or with the depositories designated thereby, and may exercise any subscription rights or conversion privileges, and generally may exercise any of the powers of any owner with respect to any stock or other securities or property comprising the Trust Fund.

(h) To vote, through any duly authorized officer or proxy, any share of stock which the Board of Trustees may own from time to time.

(i) To retain in cash, and keep unproductive of income, such funds as from time to time it may deem advisable. The Board of Trustees shall not be required to pay interest on any such cash in its hands pending investment, nor shall the Board of Trustees be responsible for the adequacy of the Trust Fund to discharge any and all payments under the Plan. All persons dealing with the Board of Trustees are released from inquiry into the decision or authority of the Board of Trustees to act.

(j) To hold stocks, bonds, or other securities in its own name as Board of Trustees, with or without the designation of said trust estate, or in the name of a nominee selected by it for the purpose, but said Board of Trustees shall nevertheless be obligated to account for all securities received by it as part of the corpus of the trust estate herein created, notwithstanding the name in which the same may be held.

(k) To consult with legal counsel concerning any questions which may arise with reference to the construction of this Plan, its duties hereunder, or any action which it proposes to take or not to take.

(l) To employ such counsel, accountants and other agents as it shall deem advisable. The Board of Trustees may charge the compensation of such counsel, accountants and other agents and compensation for its services in such amounts as may be agreed upon from time to time by the Employer and the Board of Trustees, and any other expenses necessary in the administration of this Plan against the Trust Fund to the extent they are not paid by the Employer.

(m) To designate a bank or trust company as depository of the funds or property of the Trust, to the extent such designation is not inconsistent with existing contracts.

8.04 Administrative and Professional Assistance. The Board of Trustees may employ counsel, accountants, actuaries and such clerical or other services as it may require in carrying out the provisions of the Plan or in complying with other requirements imposed by law.

8.05 Delegation and Reliance. To the extent permitted by law, the Board of Trustees and any person to whom it may delegate any duty or power in connection with administering the Plan, the City, and the officers thereof, shall be entitled to rely conclusively upon, and shall have no liability for~~be fully protected in~~ any action taken in good faith in the reliance upon any actuary, counsel, accountant or other professional advisor~~person~~ selected by the Board of Trustees. Further, to the extent permitted by law, neither the Board of Trustees, nor the City, nor the respective officials, employees and agents thereof, shall be liable for any act or ~~neglect,~~ omission regarding the administration of the Plan~~or wrongdoing of the Board of Trustees, insurance company, investment manager, or any other person or fiduciary~~. The Board of Trustees shall defend, indemnify and hold harmless any person protected from liability pursuant hereto.

8.06 Expenses of the Plan. Administrative expenses of the Plan, such as actuarial, consulting and legal services, shall be paid directly by the Trust Fund to the extent such payments are permitted by law. Such expenses may, in the discretion of the City, be paid directly by the City.

8.07 Claims Procedure. The claims procedure hereunder shall be as provided herein:

(a) Claim. A Participant or Beneficiary or other person who believes that he is being denied a benefit to which he is entitled (hereinafter referred to as "Claimant") may file a written request for such benefit with the Board of Trustees setting forth his claim.

(b) Response to Claim. The Board of Trustees shall respond within ninety (90) days of receipt of the claim. However, upon written notification to the Claimant, the response period may be extended for an additional ninety (90) days for reasonable cause. If the claim is denied in whole or in part, the Claimant shall be provided with a written opinion using non-technical language setting forth:

(1) The specific reason or reasons for denial;

(2) The specific references to pertinent Plan provisions on which the denial is based;

(3) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or such information is necessary;

(4) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for hearing~~review~~; and

(5) The time limits for requesting a hearing~~review~~.

(c) Request for Hearing~~Review~~. Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Board of Trustees hold a hearing to review its determination.

The Claimant or his duly authorized representative may review the pertinent documents and submit issues and comments in writing for consideration to the Board of Trustees. If the Claimant does not request a hearing for review of the determination within such sixty (60) day period, he shall be barred from challenging the determination.

(d) Review and Final Decision. The Board of Trustees shall hold the hearing to review its determination within sixty (60) days after receipt of a Claimant's request for review; provided, however, that for reasonable cause such period may be extended to no more than one hundred twenty (120) days. After considering all materials presented by the Claimant and other evidence, the Board of Trustees will render a written opinion, written in a manner calculated to be understood by the Claimant setting forth the specific reasons for the decision and containing specific references to the pertinent Plan provisions on which the decision is based. The decision of the Board of Trustees shall be subject to judicial review as provided by law for contested administrative cases, based upon the record of the hearing before the Board of Trustees, with appropriate deference to its expertise.~~final and binding on all parties.~~

ARTICLE IX

Amendment or Termination

9.01 Right to Terminate. It is expected that the City will continue this Plan and payment of the contributions therefore indefinitely, but continuance of this Plan is not assumed as a contractual obligation of the City and the right is reserved by the City at any time to reduce, suspend or discontinue its contributions hereunder or to terminate the Plan.

9.02 Right to Amend. Except as limited in this Section, the City, through action of the City Council, shall have the right to amend this Plan as it applies to the City at any time and to any extent that it may deem advisable. Any amendment hereunder shall not vest in the City any interest or control over the funds accumulated in accordance with this Plan nor the benefits provided hereunder prior to the satisfaction of all liabilities of the Plan.

9.03 Notice of Termination. The City shall notify affected Participants in writing that the Plan is to be terminated. The Board of Trustees shall have the responsibility to perform the duties specified in this Article IX.

9.04 Allocation of Assets. If the Plan is terminated in its entirety, the respective equitable shares of the Plan assets allocable to Participants hereunder shall be set aside and thereafter held as a separate fund. The amount of each separate share shall be determined on the basis of calculations furnished by an actuary.

9.05 Payments of Benefits. In the event of the termination of the Plan, Plan assets held under the Trust shall first be applied to return Employee Contributions to the respective contributors or their successors and the remaining assets shall then be applied to provide for the payment of benefits as stated below for the following classes in order of priority listed, taking into account such return of Employee Contributions:

(a) to the benefits of Participants who are currently retired and receiving benefits:

(b) to the accrued benefits of Participants who are not currently receiving benefits but who were eligible to retire immediately under the Plan prior to its termination;

(c) to the accrued benefits of Participants, not included in (a) and (b), whose sum of age and Credited Service is at least fifty (50) or who have at least eight (8) years of Credited Service on the Plan termination date;

(d) to the accrued benefits of Participants, not included in (a), (b) and (c).

Such portion of the Trust Fund may be applied as of the date of termination to the purchase of annuities or it may be applied at any time after the date of termination to the payment of benefits or the purchase of annuities or may be handled, allocated, used, or applied in any equitable or nondiscriminatory way or combination of ways which the Board of Trustees shall determine to be appropriate; provided, however, that the assets of such portion of the Trust Fund shall be first allocated to thereafter be similarly allocated in order to the next lower class and so on successively until all liabilities under the Plan have been satisfied. If the assets of such portion of the Trust Fund are insufficient to satisfy the total liabilities of any one class, allocation will be made for the benefit of each of the persons in such unsatisfied class in the proportion that the then liability on his account as included in the class bears to the then total liabilities to all persons included in such class.

If any balance remains, as the result of erroneous actuarial assumptions, after providing pensions for all persons included in such priority classes, such balance shall, subject to any charge by the Trustee, be returned to the City.

9.06 Restriction on Distribution of Benefits.

(a) Notwithstanding any other provision of the Plan, if the Plan is terminated at any time within the ten (10) year period within the Restricted Period and if the full current costs of the Plan during such period have not been funded, the City contributions which may be used to provide Benefits for each of the twenty five (25) highest paid Employees of the City whose anticipated annual Retirement Benefit exceeds one thousand five hundred dollars ($1,500) shall not exceed the largest of:

(1) The contributions which would have been applied to provide the benefits for the Employee if the Plan had not been amended to substantially increase the extent of possible discrimination in favor of such Employees,

(2) Twenty thousand dollars ($20,000),

(3) Twenty percent (20%) of the Employee's first fifty thousand dollars ($50,000) of average annual compensation (within the meaning of Treasury Regulation Section 1.415-2(d), averaged over five (5) years) multiplied by the number of years between the commencement of the Restricted Period and the earliest of the following dates whichever may be applicable:

(A) The date of termination of the Plan;

(B) The date the Benefit becomes payable; or

(C) The date of the failure to meet the full current costs of the Plan.

(b) If contributions by the City are sufficient at a later date to meet the full current costs of the Plan, retirement income payments which would have been payable but for this Section shall be paid in a lump sum to the retired Participant or his Beneficiary.

(c) For purposes of this subsection, Restricted Period means the ten (10) year period commencing on: 1) the effective date of any amendment to the Plan prior to June 26, 2001~~the effective date of this restatement~~ which substantially increased the extent of possible prohibited discrimination as to benefit under the Plan, or 2) the effective date of any subsequent amendment to the Plan which similarly increases the extent of possible discrimination.

The above provisions shall apply only to the extent required by Section 401(a)(4) of the Code and the regulations thereunder.

9.07 Repayment of Restricted Amounts.

Notwithstanding the above, the Board of Trustees, to the extent permitted by law and this Plan, may authorize payment of a Participant's entire Benefit in the form of a lump sum, provided that:

(a) The Participant enters into an agreement with the Trustee providing for repayment of the amount which would be restricted under Section 9.06~~9.05~~ in the event there is a termination of the Plan during the applicable period, and

(b) The Participant guarantees such repayment by delivering to an acceptable depository either:

(1) Property having a fair market value equal to one hundred twenty-five percent (125%) of the amount which would have to be repaid if the Plan had terminated on the date the lump sum was paid, or

(2) Cash, money market account, certificate of deposit or such other cash equivalent asset which equals one hundred percent (100%) of such amount.

The Participant must further agree that if the fair market value of deposited property declines to less than one hundred ten percent (110%) of the amount to be repaid, he or she shall deliver additional property to the depository such that the total value of all property so deposited is increased to one hundred twenty-five percent (125%) of the amount to be repaid.

Property or assets shall be held in the depository until the Board of Trustees provides notification that no obligation of repayment exists. The amount to be repaid may be adjusted to take into account the decrease in the restriction as the applicable ten (10) year period elapses.

ARTICLE X

Funding of the Plan

10.01 Establishment of Trust. For the purpose of funding the Benefits provided for herein, the City has established a Trust Fund. The City and Employees shall contribute funds into the Trust Fund for the purpose of distributing to Participants and their Beneficiaries the corpus and income of the fund accumulated by the Trust in accordance with the Plan. The Trustee shall receive, hold in trust and disburse the assets of the Trust Fund in accordance with the provisions of the Plan and Trust.

10.02 ~~City~~ Contributions.

(a) City Contributions. The City shall make such contributions to the Trust Fund as are required to keep the Plan qualified under Section 401 of the Code and any other relevant section of the Code or any successors thereto, subject to its right to amend or discontinue the Plan and discontinue contributions.

(b) Employee Contributions. Effective July 1, 2011, Active Participants (excluding DROP Participants) shall make Employee Contributions as follows in order to meet the requirements for Credited Service and Compensation hereunder:

(1) As of July 1, 2011, required Employee Contributions shall be one percent (1%) of base wages including any longevity pay.

(2) On each July 1 thereafter, required Employee Contributions shall increase by a step of one-half of one percent (0.05%)(i.e. on July 1, 2012 the amount shall be 1.5%), to a maximum required amount of three percent (3%).

(3) Employee Contributions shall be deducted and withheld from compensation otherwise payable to the Employee and shall be paid by the City to the Trust no later than ten (10) business days after each payroll period. Employees required to make Employee Contributions shall sign forms, authorize

payroll withholding, and designate Beneficiary as directed by the Plan Administrator.

(4) The Trustee shall maintain records of Employee Contributions for each Participant.

(5) All such Contributions are designated Employee Contributions and are paid by the City and considered to be "picked up" by the City pursuant to Internal Revenue Code section 414(h). Employees do not have the option of receiving cash in lieu of such "picked up" Contributions.

(c) Limits. All Benefits will be paid from the Trust and neither the City nor the Trustee shall be liable to Participants or their Beneficiaries if the Trust corpus shall be insufficient to provide for the payment of Benefits. The City shall have no liability with respect to the administration of the Trust or of the funds, securities or other assets paid over to the Trustee, and each Participant or other Beneficiary shall look solely to the Trust Fund for any payments of Benefits under the Plan.

10.03 Funding Standards. The City intends to contribute, but does not guarantee to do so, funds hereunder in amounts actually necessary for the funding of the Plan, taking into account required Employee Contributions. The City may from time to time contribute amounts greater than such minimum. A funding standard account shall be established and maintained so that it may be determined if the City has complied with minimum funding standards.

10.04 Changes in Funding Medium or Method. The Board of Trustees reserves the right to change the medium and method of funding at any time at its discretion and without the consent of any person or organization.

10.05 Purchase of Annuities. If restricted non-transferable annuities from an insurance company are purchased to provide the benefits of the Participants, any dividends or other credits generated under any such annuity contract shall be applied to reduce the amount of future contributions by the City.

10.06 No Diversion. No part of the corpus or income of the Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, at any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan and Trust. The City intends that the Plan shall meet the requirements of the Code pertaining to the qualification of employee pension plans. Under no circumstances shall the City have any vested right, title or interest in any assets in the Trust Fund nor shall any such assets revert to the City or inure to its benefit in any way prior to satisfaction of all liabilities of the Plan. Any Participant with a vested Benefit hereunder shall only be entitled to Benefits to the extent funded, including as funded by their own contributions.

10.07 Treatment of Forfeitures. Any forfeitures arising hereunder shall be used to reduce future City contributions. Such forfeitures shall not be applied to increase the Benefits any Participant would otherwise receive under the Plan.

10.08 Return of Contributions. All ~~City~~ contributions are made conditioned upon the continuing qualification of the Plan under Section 401 of the Code. Amounts contributed ~~by the City~~ shall be returned ~~to the City~~ under the following conditions:

(a) If a contribution was made ~~by the City~~ by a mistake of fact, the excess of the amount of such contribution over the amount that would have been contributed had there been no mistake of fact shall be returned to the contributor~~City~~ within one year after the payment of the contribution.

(b) If the City makes a contribution which is conditioned on initial qualification of the Plan under the Code and if the Plan does not so qualify, then such contribution shall be returned to the City within one year after the date of denial of qualification of the Plan.

ARTICLE XI

General Provisions

11.01 Non-Alienation.[4] None of the Benefits or interests under the Plan are subject to the claims of creditors of Participants or Beneficiaries, and will not be subject to attachment, garnishment or any other legal process. Neither a Participant nor a Beneficiary may assign, sell, borrow on, or otherwise encumber any of his beneficial interest in the Plan and Trust Fund, nor shall any such Benefits be in any manner liable for or subject to the deeds, contracts, liabilities, engagements or torts of any Participant or Beneficiary. If a Participant or Beneficiary becomes bankrupt or attempts to anticipate, sell, alienate, transfer, pledge, assign, encumber or change any Benefit specifically provided for herein, or if a court of competent jurisdiction enters an order purporting to subject such interest to the claim of any creditor, then the Trustee shall hold or apply such Benefit to or for the benefit of such Participant or Beneficiary in such manner as the City may deem proper. Notwithstanding the foregoing, a Participant who (i) is a public safety officer as defined in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, (ii) has separated from service with the Employer due to attainment of Normal Retirement Age and (iii) is entitled to a benefit pursuant to Section 3.01 and 3.03 may elect that an amount be deducted from his or her benefit payments to pay the premiums for coverage of the Participant, the Participant's spouse or the Participant's dependents (as defined in Code Section 152) under an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B(b)). The Employer shall pay any amounts withheld from a Participant's benefit payments under this paragraph directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract under such plan or contract. The Participant shall designate the amount to be deducted from his or her benefit payments, which amounts shall not exceed the lesser of three thousand dollars ($3,000.00) or the amount required to pay such premiums. Elections pursuant to this paragraph shall be made in a time and manner established by the Employer and may only be changed in accordance with rules established by the Employer.

Notwithstanding the preceding, the Plan shall recognize a qualified domestic relations order as meeting the requirements of Section 414(p) of the Code. The plan administrator shall establish a procedure to determine the status of a domestic relations order as a qualified domestic relations order and to administer Plan distributions in accordance with such qualified orders.

11.02 Substitute Payee. In the event a distribution is to be made to a minor or to any Participant or other Beneficiary who, in the opinion of the Board of Trustees, is incapable of properly using, expending, investing or otherwise disposing of such distribution, the Board of Trustees may, based on objective criteria, order the

[4] Version effective as of April 24, 2007

Trustee to make such distribution to a legal or natural guardian or other relative of such minor or to the court appointed guardian of any incompetent, or to any adult with whom such person temporarily or permanently resides. Such distribution shall fully discharge the Trustee, City and Plan from further liability.

11.03 Absence of Guarantee. Neither the Board of Trustees nor the City in any way guarantees the Trust Fund from loss or depreciation. Except as required by applicable law, the City does not guarantee any payment to any person. The liability of the Board of Trustees to make any payment under the Plan will be limited to the assets held in the Trust which are available for that purpose.

11.04 No Contract. This Plan shall not be deemed to constitute a contract between the City and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the City or to interfere with the right of the City to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon such individual as a Participant in the Plan.

11.05 Missing Persons. If after making reasonable efforts (including mailing a notice to the last known address of the Participant or other payee under the Plan), the Trustee or insurance company is unable to locate a Participant or to ascertain the identity of, or to locate any other person to whom payment is due under the Plan, such payment and all subsequent payments otherwise due shall be forfeited twenty-four (24) months after the date such payment first became due; provided, however, that any payment so forfeited shall be reinstated retroactively no later than sixty (60) days after the date on which the Participant or other payee is located or identified.

11.06 Direct Rollover.[5] This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distribution, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(1) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and for distributions made before January 1, 2002, any portion

[5] Version effective as of January 1, 2002

of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible Retirement Plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee’s eligible rollover distribution.

(3) Distributee means an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former spouse.

(4) Direct Rollover means a payment by the Plan to the eligible retirement plan specified by the distributee.

Article XII

Deferred Retirement Option Program

12.01 Deferred Retirement Option Program. Subject to the provisions of this Article XII, the Deferred Retirement Option Program (hereinafter referred to as the "DROP"), an eligible Participant of the Plan, may elect to participate (the "DROP Participant"), deferring receipt of Retirement Benefits while continuing employment with the City of Creve Coeur. Upon termination of employment, the DROP Participant shall receive the total DROP benefits, as provided Section (c) below, and begin to receive distribution of monthly Retirement Benefits as previously determined pursuant to the Participant's election under Article V.

(a) Eligibility of Participant to Participate in the DROP. A Participant is eligible to participate in the DROP if the following conditions are met:

(1) The Participant has met the requirements to receive a Normal or an unreduced Early Retirement Benefit under the Plan.

(2) An election to participate is made on or following the date on which the Participant is eligible for a Normal or an unreduced Early Retirement Benefit, the Participant elects to participate within the time limits contained in Section (b)(1) below, the election complies Section (b) below and otherwise complies with the election process established by the plan administrator.

(b) Participation in the DROP.

(1) The term DROP Period means the period beginning on September 1, 2001 and ending on August 31, 2008. The term DROP Participation Period means a period not to exceed 72 months. Notwithstanding the foregoing, during the period from August 1, 2004 to August 31, 2006, an eligible Participant (including an existing DROP Participant) may elect on a form provided by the Plan Administrator to participate in the DROP for a DROP Participation Period that exceeds 36 months in total but is less than or equal to 60 months. Notwithstanding the foregoing, an eligible participant (including an existing DROP Participant) may elect on a from provided by the Plan Administrator to participate in the DROP for a DROP Participation Period that exceeds 36 months in total but is less than or equal to 72 months. The term DROP Period shall also mean the period beginning on January 1, 2009 and ending on December 31, 2011, and for that period the term DROP Participation Period shall mean a period not to exceed 36 months.

(2) During the DROP Period, an eligible Participant may elect to participate in the DROP for a DROP Participation Period.

(3) The beginning date of the DROP Participation Period shall be the first day of January, April, July or October subsequent to the date of election to participate, or as soon as administratively practical thereafter, and shall not exceed the maximum length of time permitted for a DROP Participation Period as provided in (b)(1), above.

(4) In order to elect to participate in the DROP, the Participant shall submit on forms prescribed by the plan administrator:

(i) A written election to participate in the DROP, which must contain an election of the beginning and end dates of the DROP Participation Period which period must satisfy the limitation stated in paragraph (b)(1).

(ii) A letter of deferred resignation of employment executed by the electing Participant and acceptable to the plan administrator and the Employer establishing the deferred resignation of employment date, which will be the same date as the end date of the DROP Participation Period. On forms required by the plan administrator, the Participant may change the deferred resignation of employment date and the end date of the DROP Participation Period within the limitations of paragraph (b)(1), provided that both dates continue to be identical with each other.

(iii) A properly completed DROP application for Retirement Benefits under Article III of this Plan and form of Retirement Benefit payment election, and

(iv) Any other forms required by the plan administrator.

(5) The DROP Participant shall be a retiree under the Plan for calculation of his or her Retirement Benefit, but not for the purposes of employment with the Employer, and the availability of employee benefits and programs related thereto, unless any such benefit or program shall expressly limit such eligibility.

(6) Election to participate in the DROP, once approved by the plan administrator, is irrevocable.

(c) Benefits Payable Under the DROP.

(1) Effective with the date of DROP participation, the DROP Participant's normal or unreduced Early Retirement Benefit, including Credited Service and Final Average Compensation and the effective date of retirement for purposes of calculation of the Retirement Benefit shall be fixed. The DROP Participant shall not be required to continue to make Employee Contributions. Such monthly normal or unreduced early Retirement Benefits, based upon the election made by the DROP Participant, and interest shall accrue monthly in the Trust Fund for the benefit of the DROP Participant. Interest shall be credited at an annual rate of return of 5%. Interest calculations shall be administered in accordance with rules prescribed by the plan administrator and interest distributions shall be credited using the 30 day month/360 day year method of calculation.

(2) The Retirement Benefit and interest thereon shall continue to accrue in the DROP until the established termination date of the DROP, or until the DROP Participant terminates employment or dies prior to such date. Although individual DROP accounts shall not be established, a separate accounting of each DROP Participant's accrued benefits under the DROP shall be calculated and provided to DROP Participants annually by the plan administrator.

(3) At the conclusion of the DROP Participant's DROP and termination of employment with the Employer, the Trustee shall distribute the DROP Participant's total accumulated DROP benefits, as soon as administratively practical, subject to the following provisions:

(i) The Trustee shall receive verification from the Employer that such DROP Participant has terminated employment as provided in (b)(4)(ii).

(ii) The terminated DROP Participant or if deceased, such DROP Participant's Beneficiary, shall elect on forms provided by the plan administrator to receive payment of the DROP benefits in accordance with one of the options listed below. For a DROP Participant or Beneficiary who fails to elect a method of payment within 30 days of termination of the DROP, the Trustee will pay a lump sum as provided in (a), below, as soon as administratively practical.

a. Lump Sum. All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP Participant or Beneficiary.

b. Direct Rollover. All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving Spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in Section 402(c)(9) of the Internal Revenue Code.

c. Ten Year Certain and Life Annuity. If the named beneficiary predeceases the DROP Participant, the remaining benefits in the DROP will be paid to the surviving spouse, or if there is no surviving spouse, then to the estate of the DROP Participant.

d. Joint and Survivor Annuity with surviving Spouse only.

e. Monthly Distribution. The account balance shall be distributed in a monthly amount paid monthly, until the DROP account is depleted, over an annual period to be selected by the DROP Participant or the surviving Spouse, less withholding taxes remitted to the Internal Revenue Service. Such selection once made, cannot be changed, unless changed to Option (a), above. The rate of interest to be factored into such distribution period shall be 5% computed on the same terms as described in (c)(1) above.

(iii) The form of payment selected by the DROP Participant or surviving Spouse shall comply with the minimum distribution requirements per section 401(a)(9) of the Internal Revenue Code.

(iv) Subsequent to the month of termination or death, the accrual of interest on the accumulated DROP balance shall cease, except as provided in the distribution option described in (e) above.

(4) The accrued benefit of any DROP Participant and any contributions accumulated under such program, shall not be subject to assignment, execution, attachment, or to any legal process whatsoever, except for federal income tax levies.

(d) Effect of Death upon DROP Benefits.

(1) The monthly Retirement Benefit accrued for the benefit of the DROP Participant during the month of a DROP Participant's death, shall be the final monthly benefit credited for such DROP Participant.

(2) Eligibility to participate in the DROP terminates upon the death of the DROP Participant. If the DROP Participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly benefit being credited to the DROP, Retirement Benefits shall be paid as provided in Section V of the Plan.

(e) Administration of the DROP. The plan administrator shall make such rules as are necessary for the effective and efficient administration of the DROP.

(f) The Plan benefits payable to any surviving Spouse or Beneficiary of a DROP Participant, under any provision of this Plan other than this Article XII, shall be determined by the form of benefit payment elected by the DROP Participant at the time he or she elected participation in the DROP.

IN WITNESS WHEREOF, this amended and~~administrative~~ restated~~ment of the~~ Plan is hereby executed on the__________ day of ____________, 20____.

CITY OF CREVE COEUR

ATTEST: (SEAL)

By ____________________________

CITY OF CREVE COEUR

May 2, 2011

To: Mayor and City Council

Re: FY 12 Employee Pension Contribution

As you know, the City's annual contribution to its Employee Pension Fund has risen sharply over the last several years. In 2001, the city's contribution was $225,000, jumping to $642,000 in FY 2008, and will be over $1.2 million in FY 12. In addition, the city's cost of funding the plan has risen from 13% of to 25% of covered payroll over the last four years. In contrast, the cost of funding the city's defined contribution plan, which is provided to all employees hired after June 1, 2006, is 7% of covered payroll.

As a result of a pension benefit enhancement implemented in 2001, our pension plan ranks among the best municipal retirement plans in the region. Up to this point in time, our plan has been funded 100% by the city without an employee contribution.

Given the rising costs associated with maintaining the high benefit level, I am proposing an employee contribution to the pension plan, to be phased in over five years and reaching 3% of salary. The first year will include a 1% employee contribution. The 1% contribution will generate $42,166, to offset a small portion of the city's total contribution to the pension fund, budgeted at $1,225,834. A 3% contribution will generate an estimated $130,000 in the fifth year. The contribution would apply only to participants of the defined benefit plan.

I believe that it makes sense to implement an employee contribution at a time when the city is able to provide merit pay adjustments, which will more than offset the cost of the employee contribution. For FY12, we have proposed a 3.5% merit-based pay adjustment.

Requiring an employee pension contribution is not uncommon. There was a time when health insurance was 100% employer-funded. However, today it would be difficult to find an employer that does not require a health insurance contribution from its employees. Most defined benefit pension plans in the private sector have been terminated.

It was suggested by Sgt. Williams, who is a member of the city's Employee Pension Board, that we should review the 5% pay increase assumption which is currently used by our actuary in calculating the amount of contribution needed to fund the plan. This is something that the Pension Board has reviewed from time to time and will review again in conjunction with the annual actuarial study. However, from my discussions with our actuary over the years, the "spread' between the projected rate of return for the pension plan assets (currently at 7.5%) and the pay increase assumption (currently at 5%) is a major consideration. According to our actuary, decreasing the pay increase assumption will not have a significant impact on the amount needed to fund the plan.

There has also been considerable discussion in recent years on the Pension Board about lowering the projected rate of return, which would increase the amount of funding needed for the plan. It should also be noted that decisions regarding these assumptions are made by the Employee Pension Board.

Each year, city staff reviews our pay and benefits against other cities in the St. Louis region. Even with this new employee pension contribution, the city will continue to offer a highly competitive pay and benefit package to its employees.

Sincerely,

Mark Perkins
City Administrator

C: Dan Smith, Director of Finance
Jaysen Christensen, Assistant to the City Administrator

Attachment – Pension Plan Summary

From: Perkins, Mark C.
Sent: Thursday, April 28, 2011 4:37 PM
To: - Police
Cc: Christensen, Jaysen
Subject: Police Budget Matters

I would like to highlight some changes to employee benefits as contained in the FY12 Budget:

- Merit pay raises will be reinstated, with the increase averaging 3.5% of salary; for those "topped out", employees are eligible for a merit bonus averaging 1.75%.
- Each year, we conduct a review of all salaries for market competitiveness; Police Officers and Special Assignment Officers (Grades 10a and 10b) will receive a 2% pay adjustment, subject to limitations of the existing pay range;
- Employees participating in the defined benefit pension plan (hired prior to June 1, 2006) will make a contribution to the pension plan, equal to 1% of salary. The contribution will be pre-tax and deducted each pay period. Additional information is provided below on this new contribution.
- Vacation buyback program of up to two weeks will be reinstated; (the program had been limited to a maximum of one week last year)
- Longevity Pay will continue to be paid at 2010 levels; only employees hired prior to August 1, 2004 are eligible for longevity pay.
- The city's health insurance premiums will increase 7.5% effective July 1, significantly lower than the current health insurance rate of inflation (around 12% annually). No change to the cost sharing formula between the city and the employee (employees will continue to contribute 15% of premiums for single coverage, 18% for dependent coverage).

Employee Pension Contribution

The City's cost to fund the employee pension plan has risen sharply over the last several years. In 2001, the city's contribution was $225,000, jumping to $642,000 in FY 2008, and will be over $1.2 million in FY 12. In addition, the city's cost of funding the plan has risen <u>from 13% to 25% of covered payroll over the last four years.</u> In contrast, the cost of funding the city's defined contribution plan, which is provided to all employees hired after June 1, 2006, is 7% of covered payroll. Up to this point in time, our pension plan has been funded 100% by the city, with no employee contribution.

Given the rising costs associated with maintaining the high benefit level, I am proposing an employee contribution to the pension plan, to be phased in over five years and reaching 3% of salary. The first year will include a 1% employee contribution. The 1% contribution will generate $42,166, to offset a small portion of the city's total contribution to the pension fund, budgeted at $1,225,834. A 3% contribution will generate an estimated $130,000 in the fifth year, and will help ensure that we are able to maintain the existing benefit level provided to defined benefit plan participants. The contribution will apply only to participants of the defined benefit plan.

I believe that it makes sense to implement an employee contribution at a time when the city is able to provide merit pay adjustments, which will more than offset the cost of the employee contribution. For FY12, we have proposed a 3.5% merit-based pay adjustment. Other cities in the St. Louis region are providing their employees with an increase between 2% and 3% this year. None of the cities that we surveyed is proposing more than 3%.

Requiring an employee pension contribution is not uncommon. There was a time when health insurance was 100% employer-funded. However, today it would be difficult to find an employer that does not require a health insurance contribution from its employees.

Each year, city staff reviews our pay and benefits against other cities in the St. Louis region. Even with this new employee pension contribution, our pension plan ranks among the best municipal retirement plans in the region. The city will continue to offer a highly competitive overall pay and benefit package, ranking among the best among municipalities in the region, to its employees.

I welcome your comments on these issues and on other budget issues. I have attached a copy of the budget transmittal letter, and additional budget information can be found on our web site at http://creve-coeur.org/index.aspx?NID=525.

Sincerely,

Mark Perkins
City Administrator

From: Perkins, Mark C.
Sent: Thursday, April 28, 2011 4:55 PM
To: Kernen, Mark
Cc: Eidman, Glenn; Chellis, Jeff; Hornung, Paul
Subject: RE: pension changes

Officer Kernen,

Thank you for your comments regarding the proposed employee pension contribution.

When you began working for the city, you probably made little or no contribution for health insurance. Today, you contribute 15 to 18% of the total cost of premiums, plus you pay a greater amount of out of pocket costs (higher prescriptions, co-pays, etc) than you did 25 years ago. Heath care changed beyond our control, and employers everywhere had to adjust -- which meant employees pay more.

Escalating pension costs is something cities everywhere are having to deal with, not unlike health care costs. However, we are not suggesting a change in the benefit level which you will receive upon retirement. In fact, we have greatly enhanced your pension benefit since you started with the city. We are instead asking you to help us get you there. There was considerable interest among all employees, and certainly police, to raise the pension benefit levels in 2001. We want to sustain that benefit level, but with the city's contribution reaching 25% of payroll, it will be very difficult to sustain this level of city funding going forward without some employee involvement in the form of a contribution.

Has the DROP program contributed to our rising pension costs? I am sure it has but it is difficult to calculate. It is really 'water under the bridge', as this was a part of the overall pension enhancements adopted by the city (and requested by employees) back in 2001. The DROP expires at the end of this calendar year, unless further extended by the City Council.

You suggested that we should forego salary merit increases (or provide only minimal increases) and thereby avoid the need for a pension contribution. However, it has been my experience that delaying salary adjustments only results in the need for much larger (and more costly) pay adjustments later, in order to stay competitive in the market.

Thanks again for you comments, I will share them with the City Council. By the way, I know how old you are and you are not getting all that old!

Sincerely,

Mark Perkins, ICMA-CM
City Administrator
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314.872.2511
www.creve-coeur.org

From: Kernen, Mark
Sent: Monday, April 25, 2011 11:21 PM
To: Perkins, Mark C.
Cc: Eidman, Glenn; Chellis, Jeff; Hornung, Paul
Subject: pension changes

Sir,
With regards to the changes to the DB pension plan I would like to express my opinion. I feel it is nothing short of immoral to make a commitment as this city has to its employees in the DB plan only to then change the plan when the cost increases. I also feel that a primary reason for the increased cost is the DROP program. The City strongly encouraged several employees to "retire" that otherwise would have continued working here without it; just as many did before the DROP program was started. As a result of this, I will now be required to pay for what was a bad management decision on the part of the city. DROP should have been a very narrowly defined program reserved for a very few key people. I also feel that in today's political climate it would make more sense to leave benefits that the city is committed to alone rather than giving raises. I know if I lived in Creve Coeur and read in the paper that the city was giving raises, I might be concerned. On the other hand, I suspect that leaving the pension as is would be a non-issue. I guess I'm just getting old. It used to be that a man's word, or a city's for that matter, meant something.

From: Perkins, Mark C.
Sent: Thursday, April 28, 2011 4:41 PM
To: Mcintosh, Jon
Cc: Eidman, Glenn; Romas, Jon
Subject: RE: Comments regarding the employee-funded pension plan

Officer Mcintosh,

Thank you for your comments. You indicated that you don't feel that 'now is the right time' for an employee pension contribution. I believe that now is the right time, since we are able to provide merit pay increases -- and project that we will be able to do so for the foreseeable future, and therefore offset the cost of this contribution to employees. If we wait, it is possible that employees could be faced with a 3% (or larger) employee contribution in a year when employees receive no pay increase. I don't think waiting until that point is a good idea. I plan to phase the contribution in over a 5 year period (I had previously indicated 3 years).

I agree with you that we should review the 5% pay increase assumption in the pension plan as part of the annual actuarial study. This is something the Pension Board has discussed from time to time. By the way, this decision is made by the Pension Board, not me or the City Council. However, from my discussions with our actuary over the years, the "spread' between the projected rate of return for the pension plan assets (currently at 7.5%) and the pay increase assumption (currently at 5%) is a major consideration. However, decreasing the pay increase assumption will not have a significant impact on the amount needed to fund the plan. There has also been considerable discussion in recent years about lowering the projected rate of return, which would actually increase the amount of funding needed for the plan.

While the stock market has bounced back considerably, we do not see our pension costs returning to 12 or 13% of covered payroll contribution (2008 levels) anytime soon. And even that level is nearly double the city's cost of funding the defined contribution plan (7% of payroll), so there is an equity issue as well.

The sales tax increase was a significant step in the right direction for our future financial stability. But it was never intended to be the "end all" with regard to long range financial planning. It is just one piece. The dispatching consortium is another piece. Staff reductions over the last few years are yet another.

With regard to the limited number of market-based salary adjustments we are making to certain positions (including Police officers), it has been my experience that we are better off making small adjustments each year as the market dictates, rather than waiting and having to make a substantial (and costly) one-time adjustment down the road.

Thanks for all of your thought and comments on this matter. I will share your comments with the City Council as well.

Sincerely,

Mark Perkins, ICMA-CM
City Administrator
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314.872.2511
www.creve-coeur.org

From: Mcintosh, Jon
Sent: Tuesday, April 26, 2011 2:23 PM
To: Perkins, Mark C.
Cc: Eidman, Glenn; Romas, Jon
Subject: Comments regarding the employee-funded pension plan

Mr. Perkins:

I have concerns about the proposed employee-funded pension plan. Over the past several years, we have converted from a defined benefit to a defined contribution plan, eliminated healthcare benefits when we retire and eliminated longevity pay for new hires. We all understand that costs go up and that it gets harder to continue providing benefits to employees, but I'm not sure that now is the right time.

The actuarial estimations we have used to estimate our pension payments are based on a 5% raise. The past several years have seen less than 5%. In 2011, there was no raise. In 2010, each department was allowed *up to* a 3% increase depending on the employees evaluation. This year, we may get *up to* 3.5%. Over the past 3 years, we have figured 5% raises annually in actuarial estimations while we have only distributed about 2.5%. Is it possible that the actuarial estimations are over-estimating the amount of money we should contribute? If we consider for a 2.5% or even a 3.5% raise, will that alter the amount we have to contribute to the pension fund? If we use the more accurate numbers, it may reveal that we are not in need of funding the pension plan.

Additionally, the market has nearly rebounded to what it was 3 years ago. Since actuarial figures are based on a 3-year trend, next year's actuarial numbers may show that there is not a need for employees to contribute to the pension fund. It may show that there is a decrease in funding needed in '12 and '13 if the market continues to fair well. If this does happen, then it may not be necessary for the employees to contribute to the pension plan.

The city passed a sales tax in the fall that is supposed to cover rising costs. It was estimated that the city could raise an additional $800,000 per year from this tax. We have cut expenses by nearly $2 million from '09 – '10 (according to the newsletter) and we are saving an estimated $100,000 per year by consolidating dispatch services with the WCDC. With this additional savings and revenue, it seems as if we could probably afford to wait a few years on the pension contributions; especially if the actuarial estimations balance out with the current market rebound.

Although the city and its pension trustees are conservative, most of the employees are as well. We are not opposed to paying for some of our benefits; however, we would like to make sure that decision is needed and that we have time to adjust our budgets as well. With continuous cost increases on a variety of other benefits, it may serve the city and the employees best to look at the market adjustments next year.

Respectfully,

PO Jonathan McIntosh DSN 657
Crime Prevention/D.A.R.E. Officer
Creve Coeur, MO Police Department
314-442-2075/314-442-2090 - fax

From: Perkins, Mark C.
Sent: Thursday, May 19, 2011 1:37 PM
To: Hodak, George
Cc: Eidman, Glenn
Subject: RE: Police Budget Matters

Cpt.,

I certainly don't believe that our pension plan is excessive. The city has made enhancements to the plan over the years and it is certainly a high quality plan compared to others in the region, however. The purpose of the proposed pension contribution is not to suggest that the plan is excessive but an acknowledgement that the cost of providing the pension has risen considerably over the years, and sharing a portion of the burden of funding the plan with employees is not unreasonable.

I do not believe that requiring an employee contribution amounts to breaking a promise. We are maintaining the same benefit level -- which has actually been significantly enhanced over the years -- beyond what many employees were provided at their time of hire. But we are asking employees to help the city get them to retirement via the contribution. We need to be able to adapt to changing economic conditions while maintaining the benefit level which we have establshed for our employees.

Thanks for your comments.

Mark Perkins, ICMA-CM
City Administrator
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314.872.2511
www.creve-coeur.org

From: Hodak, George
Sent: Tuesday, May 10, 2011 4:30 PM
To: Perkins, Mark C.
Cc: Eidman, Glenn
Subject: RE: Police Budget Matters

While I have very little stake in the pension 'arguments' any more, I think the suggestions back and forth (especially any that are given weight from the unelected public) are leaving out a critical element- keeping a promise that was made.

Does anyone think that after 30-35 years of service as a police officer a 'retiree' is going to retire in luxury?

Captain Joe Murphy, badge no. 1 (1952- 1982) had to come back as a dispatcher to make ends meet. Almost nobody now employed with the City remembers his situation (bordered on poverty- which should be an everlasting embarrassment to the City). Is this the way the City and its citizens wants its employees to live after 30 years of service? Why is anyone arguing or allowed to argue about keeping a promise made when they were hired? (Capt. Murphy died of a heart attack just prior to going on his dream vacation).

I cannot speak for the other City employees, but the police officers who 'gut' out 30 years deserve what they were promised. This is a unique business that unless you've done it, you don't fully appreciate it. Working shifts, working holidays, working weekends, being away for anniversaries and birthdays, working in all kinds of weather within inches of being hit by cars, dealing with angry and 'crazy' people, domestic violence calls at 2:00 in the morning, working gory auto accidents and dead body calls, and being the most visible representatives of Creve Coeur. And…doing it well.

Instead of paying lip service to the good job they do and 'celebrating' the department's commitment once a year for 15 minutes (Officer of the Year), how about standing up for what they had been promised?

Thanks for your time.

Captain George Hodak

From: mayor-council@ci.creve-coeur.mo.us [mailto:mayor-council@ci.creve-coeur.mo.us] **On Behalf Of** Creve Coeur Voter
Sent: Saturday, May 07, 2011 3:08 PM
To: Mayor-Council
Cc: Perkins, Mark C.; Smith, Daniel N
Subject: [mayor-council] Pension Fund {01}

Mr. Mayor & Council Members-

Mr. Perkins recommendation of an employee contribution to the defined benefit plan is an excellent one.

However, to be prudent and fair to all employees, retirees, and taxpayers, consideration of this recommendation should be part of a broader evaluation of the plan. The evaluation should seek input from the fund stakeholders and the public. Some input from the actuary will be required.

The City has the legal authority to amend the plan. In addition to employee contributions, other changes could be considered:

1. Increase the retirement age. The retirement age could match up with the Social Security retirement age, with a differential for uniformed officers and an adjustment for earlier retirement.
2. Change the maximum years of credited service and/or the "multiplier" for each year of service.
3. Phase employees at the 2% multiplier over to the 1.7% multiplier, with no reduction for benefits already earned.

Note: I asked Dan Smith approximately a year ago to disclose the number of employees at the 1.7% and the 2% rate. It is my understanding that Dan asked the actuary for this information on more than one occasion, but it has not been provided. This makes me suspicious that the actuary has not properly collected the information and has used a "shortcut" in calculating the future benefits. This could lead to a significant error in the analysis.

4. The early retirement provisions, including the DROP program, are quite complicated and the cost should be scrutinized. For example, the 5% interest credit is significantly higher than a market based rate.
5. If the employees are being required to make a contribution, the retirees could also be asked to contribute at a commensurate rate.

The impact of the employee contribution, the foregoing options, and other suggested changes can be determined by actuarial analysis with a relatively high degree of accuracy- given that the plan population is a closed system. **If the projected City contribution continues to "blow up" at a reasonable investment return assumption, additional changes must be considered NOW. Piecemeal changes over time should not be an option.** If the only acceptable long term option is to terminate the plan, with employees keeping their accrued benefits, the sooner it is done the better.

Keep in mind, there are employees who do not have the defined benefit plan, and equity should be a consideration.

On the investment side, the Pension Board made a good move by cutting down to one manager. This will save over $1 million over 10 years including the investment return. (Has the actuary properly accounted for this change?) The Board is now considering "alternative" investments, such as commodities. Investing in volatile instruments with a high management fee would inappropriate for this fund, given its size and limited life cycle. In 10 years there will only be 26 employees under 55 still in the plan- with no terminations. If the total number of participants declines 2 per year there will only be 137 remaining. The portfolio should move increasingly toward fixed income investments when interest rates return to long term norms. Within the next few years the City should begin a process with insurance companies to assume the long term liabilities of the fund under a 30-40 year fixed payment arrangement.

Note: At the last Pension Board meeting the representative of the investment manager was not aware that the fund policy allowed REIT's (real estate investment trusts), an alternative investment. This is an appropriate investment and should be part of the portfolio. However, the investment manager has no particular expertise in this area, so the fund should invest in a REIT index fund to save the management fee.

The Pension Board seems to be open to considering additional indexed investments. Some pension funds allocate a significant portion of the assets to index funds, which then become the benchmark for the active manager(s). This saves management fees and has the advantage that an index fund portfolio can be "rebalanced" frequently, a strategy which is highly recommended by the independent fiduciary advisor.

Respectfully,
David Caldwell

RESOLUTION NO. 969

A RESOLUTION AUTHORIZING THE CITY TO BECOME AN ENVIRONMETNAL PROTECTION AGENCY (EPA) GREEN POWER PARTNER AND TO INITATE AN EPA GREEN POWER COMMUNITY (GPC) CHALLENGE IN THE CITY OF CREVE COEUR.

WHEREAS, the City adopted a Climate Action Plan in April 2010 to reduce greenhouse gas (GHG) emissions in Creve Coeur by 20% by 2015 and by 50% by 2050; and

WHEREAS, the purchase of power from renewable sources and the installation of onsite renewable energy sources would help the City reduce its GHG emissions; and

WHEREAS, the GPC Challenge is an EPA-sponsored program that provides municipalities with an opportunity to become Green Power Partners by purchasing Renewable Energy Credits (RECs) or by installing onsite renewable energy sources and then challenging local businesses and residents to likewise consume energy from renewable sources; and

WHEREAS, the purchase of RECs at the Gold Leader level in Ameren Missouri's Pure Power program qualifies participants for EPA Green Power Partner status.

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

SECTION 1: It is hereby authorized that the City purchase RECs through the Ameren Missouri Pure Power program at the Gold Leader level in order to become an EPA Green Power Partner.

SECTION 2: The City hereby initiates an EPA Green Power Community Challenge to encourage local businesses, non-profit organizations, and residents of Creve Coeur to consume green power via the purchase of RECs and the installation of onsite renewable energy sources.

SECTION 2: This resolution shall become effective upon its passage.

Adopted this 27th day of June 2011.

____
Harold Dielmann, Mayor

ATTEST:

____
Deborah Ryan, City Clerk

INTEROFFICE MEMORANDUM

Date: June 27, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: EPA Green Power Community Challenge

Background
Ameren Pure Power together with Microgrid Energy of St. Louis have approached the City staff and the Climate Action Task Force about assisting the City in becoming an EPA Green Power Community (GPC).

To become an EPA Green Power Community, the City would need to accomplish two major objectives:

First, the City would be required to offset 10% of its electricity use with renewable energy. Ameren allows its customers to purchase renewable energy indirectly from its wind farms through the purchase of renewable energy certificates (RECs), which subsidize the cost of producing wind-generated electricity. In Missouri, it costs more to generate electricity from wind than it does from traditional sources such as coal. However, unlike coal, wind power is a renewable energy source, and it does not produce greenhouse gases.

The cost for the City to purchase enough RECs to offset 10% of its electricy use and thus qualify to become a GPC would be $330 per month ($3,3960/year). This represents the purchase of 22 blocks of PurePower per month, which would offset 10% of the 2,608 megawatts per year that power all City-owned buildings, parks, and streetlights.

Second, to become a GPC, the City would also need to conduct a GPC Challenge campaign to encourage and educate the City's businesses and residents about supporting renewable energy by purchasing RECs or by installing solar panels with the help of Microgrid Energy or another qualified company. Ameren has hired the consulting firm, 3 Degrees, to help administer the PurePower program and assist cities with the GPC Challenge by coordinating publicity events and providing marketing materials for cities to distribute. To meet the EPA's GPC requirements, Creve Coeur would be required to collectively offset 3% of its total electricity use with power from renewable sources. The GPC Challenge is expected to last no more than 12 months, and City staff time is expected to average less than 5 hours per week.

For additional information about Creve Coeur becoming a Green Power Community, please see the attached handouts: "Becoming a Green Power Community" and "PurePower proposal".

Budget Impact
The cost to purchase PurePower RECs at the level required to become an EPA Green Power Community is projected to be $3,960 per year. The City currently spends approximately $273,000 per year in electric utilty costs to power all of its buildings, parks, and streetlights.

As noted in the presentation provided at the June 13, 2011 Council Work Session (attached), the City already receives approximately $8,366 per year through the collection of electric utlity tax receipts from PurePower RECs purchased by Creve Coeur businesses and residents. If the City is successful in becoming a GPC, it could generate an additional $9,000 in utility tax revenues.

Total electric utility tax receipts are projected at $2,740,000 for FY11, comprising approximately 18% of total General Fund revenues and 47% of all utility taxes receipts (including phone, gas, cable tv, and water).

Recommendation
At its meeting on May, 24, 2011, the Climate Action Task Force (CATF) reviewed the GPC program and voted 5-2 in favor of recommending that the City Council authorize the City to purchase the RECs needed to become a GPC and initiate a GPC Challenge to the community. CATF members in favor of the City becoming a GPC see this as an opportunity to reduce the City's greenhouse gas emissions and educate and encourage businesses and residents about supporting renewable energy. Those opposed to the GPC program are not comfortable with the idea of the City supporting a business and believe that the City may be better off spending its money and staff resources to develop its own marketing program for the City's climate action initiatives. The CATF meeting summary of May 24, 2011 is attached.

I would be happy to provide additional information or answer any questions you may have.

Attachments:
- Becoming a Green Power Community
- PurePower proposal
- CATF meeting summary dated May 24, 2011
- PowerPoint presentation from June 13, 2011 Council Work Session

Pure Power by AmerenUE

Microgrid Energy

P.U.R.E. Genius
People Using Renewable Energy

BECOMING A GREEN POWER COMMUNITY

Smart communities support local renewable energy.

Supporting renewable energy – like local wind power – keeps Missouri's air clean, strengthens the local economy, and protects natural resources for future generations.

Pure Power and Microgrid Energy are teaming up to work with local Municipalities to take a leap forward in their support for renewable energy, by providing support in pursuing the EPA's Green Power Community Challenge

Are You Ready for a Challenge?

Leading municipalities across the nation are partnering with the EPA to become Green Power Communities (GPCs). GPCs are cities, towns, and villages in which the local government, businesses, and residents collectively buy green power in amounts that meet or exceed EPA's Green Power Community purchase requirements. Communities that reach those required limits within 6 months are recognized as EPA Green Power Communities.

Below are the steps required to achieve that status.

Step 1: The Community takes the Lead!

In order to become an EPA GPC, the community's local government must first agree to purchase RECs in amounts that qualify them as an EPA Green Power Partner. Locally, this is equivalent to becoming a **Pure Power Leader Gold.** See the attached proposal which estimates the cost of achieving the Gold status.

Becoming a Pure Power Leader will demonstrate leadership and a commitment to build a cleaner and stronger environment.

Step 2: Organizing a Green Power Challenge

The EPA GPC Challenge requires that a campaign be implemented which challenges businesses, residents, and non-profit organizations to support renewable energy. This challenge aims to educate and encourage businesses and residents to purchase green power by signing up for Pure Power or installing solar or wind power on their property.

The idea is that everyone sees that their participation is not only helping them achieve something they can feel good about individually, but that they are also helping their community achieve something significant and exciting.

In order to become an EPA GPC, the aggregate green power purchases of all homes, businesses, and city facilities within the city limits must equal a certain percentage (2-6%) of the city's aggregate annual electricity use. See attached sheet detailing the requirements for your municipality.

Step 3: Launching a Community-Wide Challenge

EPA Green Power Community (GPC) Challenges typically begin with a launch event to raise awareness within the city, announce the challenge to the greater community, and receive local media recognition. This celebration should jump-start participation and recognize businesses and residents who have taken the lead in supporting renewable energy

An EPA GPC Challenge should last no longer than 6 months. This short time frame helps create a focused effort in order to have the best chance for success.

The following are examples of different types of promotions that can be implemented:

- Marketing and Outreach – banners at City Hall, booths at community events, community presentations, store-front tabling, focused business outreach, newspaper ads, radio ads, direct mail promotions, bill inserts, email campaigns.
- Create a timeline – schedule in advance for events, advertisements, and promotions, and publicize this schedule. The goal is to define the period of time for the challenge and to have a roadmap for the events that will help keep enthusiasm, pride, and participation high for the duration of the challenge.
- Provide Resources - Make a list of Solar installers who do work in the area available to the community. Microgrid Energy will provide a special promotional opportunity as part of this partnership (see attached), but any installer can be used as part of this challenge.
- Plan a Culmination Event - Once a community's participation goals are reached, the challenge should conclude with a celebration and official designation as an EPA Green Power Community. This will be a high profile event with national media coverage.

How Will Pure Power and Microgrid Assist?

Pure Power and Microgrid Energy recognize that that city budgets and staff are stretched and that it will take outside support to assist in doing the work necessary to get the participation from the community at levels that will meet the requirements of the GPC Challenge.

With that in mind, we are offering to work with you every step of the way in designing and implementing the marketing effort, including design of print and web materials, email campaigns, events, etc. We will help cover the cost of some of the events and marketing materials.

We would be proposing to form a Challenge Planning Team that would be composed of staff from our three entities, and perhaps some community members as well. Other than the monthly meetings of this Team and the associated communications, the majority of the work can be handled by Microgrid and Pure Power staff.

Why Participate?

The GPC Challenge offers an important opportunity, and utilizing the assistance of Pure Power and Microgrid, it becomes more attainable. Some of the benefits of succeeding in the Challenge are:

1. Reduce the community's carbon footprint
2. Increase community pride by showing regional leadership
3. Engage businesses, environmental organizations, and citizens
4. Receive local media attention and exposure
5. EPA program benefits
    - Earn national recognition as an EPA Green Power Community
    - Listing on EPA's Green Power Partnership Web site
    - Eligibility for the Green Power Leadership Awards
    - Receive two street signs indicating your community's designation as a Green Power Community

Next Steps

Due to limited resources, Pure Power and Microgrid Energy are offering this opportunity to select Municipalities, and we are currently evaluating prospects for the first round of partnerships.

Selected municipalities will need to enroll in the EPA program at http://www.epa.gov/greenpower/communities/index.htm

Pure Power and Microgrid will ask for a letter of commitment to be signed by all three parties outlining what each is agreeing to provide towards this effort.

Contacts

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Pure Power
Powered by Ameren Missouri

Washington Avenue Loft District • The Ventana Building • 1641 Washington Ave. • St. Louis, MO 63103 • Tel: 314.480.3554 • Fax: 314.480.7191 • AmerenMissouri.com/PurePower

March 14, 2011

Jaysen Christiansen
City of Creve Coeur

Dear Jaysen:

Introduction
Ameren Missouri is committed to environmental stewardship and expanding the use of renewable energy in the Midwest region. As part of that commitment Ameren Missouri is proud to offer **Pure Power,** a voluntary renewable energy option. **Pure Power** is an easy and cost-effective way to support the development of new renewable energy sources in Missouri, gain significant recognition within the community, and reduce The City of Creve Coeur's carbon footprint.

When a business enrolls in **Pure Power**, Ameren Missouri begins purchasing renewable energy credits (RECs) equal to your monthly chosen participation level. Purchasing Green-e certified® renewable energy credits from specific wind, and other local renewable facilities ensures that electricity from these sources is delivered to the Midwest power pool. By retiring the renewable energy credits on behalf of **Pure Power** customers, and having them Green-e Certified®, Ameren Missouri insures that the environmental benefits of the renewable energy production only accrue to **Pure Power** customers.

As a **Pure Power Leader**, The City of Creve Coeur will lead the way for others to follow by demonstrating its commitment to environmental sustainability in Missouri. You also may discover that employees, clients, and suppliers of The City of Creve Coeur are already participating in **Pure Power** or comparable renewable energy programs, making participation an opportunity to demonstrate an alignment of values with many of your constituents.

Environmental & Social Benefits
Increasing the demand for renewable energy is an easy way for The City of Creve Coeur to continue to support sustainable business practices, stimulate a growing part of the economy, and help the country increase energy independence.

Right now, RECs for **Pure Power** are sourced 100% from Missouri's fifth utility scale wind farm, Farmer's City, which is located in Atchison County, Missouri. This 146 MW wind farm produces enough electricity to power 33,000 homes, supports 150 permanent jobs in Missouri and contributes up to $1M in tax revenue annually.

Over the life of the program, at least 75% of the renewable energy credits purchased through **Pure Power** are sourced from new, local wind generation facilities. The balance of renewable energy credits could come from other forms of renewable energy in the regional power pool, with at no time less than half of the supply coming from Missouri and Illinois.

Commitment

The City of Creve Coeur's commitment at the **Pure Power Leader- Gold** will help **prevent 417,986 lbs of Carbon Dioxide**, a leading greenhouse gas, from entering the atmosphere each year. This is the annual $C0_2$ reduction equivalent of taking **36 cars** off the road **for a year**. This reduction in Carbon Dioxide and other Green House Gas Emissions not only cleans our Missouri air, but the purchase of RECs from these wind farms encourages the development of more Missouri based renewable energy sources and creates the jobs that accompany such developments. This triple bottom line impact makes **Pure Power** important for Missouri's energy future.

Program Costs

Participating in **Pure Power** is easy and flexible; The City of Creve Coeur can determine the number of **Pure Power** blocks to purchase making it easy to manage costs. Each 1,000 kWh block you elect to purchase adds an additional $15 per month to your monthly electric bill. Several options for participation are outline on the next page. There are no capital expenditures or equipment to install, and you can cancel your participation at any time. What's more, **Pure Power** has the lowest price premium among similar utility programs offered in Missouri and Illinois.

Public Relations Benefits

Making a commitment to Missouri renewable energy by enrolling in **Pure Power** provides an exciting and compelling message that should be shared with employees, clients and the community.

Pure Power provides Recognition Benefits to all partners based on the participation level they choose and is also happy to spend time with partner company employees discussing this commitment so they are also able to communicate the message effectively. A chart detailing these benefits follows.

I look forward to discussing **Pure Power** with you.

Sincerely,

Cindy Bambini

Cindy Bambini
cbambini@3degreesinc.com
Senior Ameren Partnership Manager
3Degrees
1641 Washington Avenue
St. Louis, MO 63103
314.606.5328

Washington Avenue Loft District • The Ventana Building • 1641 Washington Ave. • St. Louis, MO 63103 • Tel: 314.480.3554 • Fax: 314.480.7191 • AmerenMissouri.com/PurePower

Participation Options:

Terms: Pure Power will appear as an additional line item on your bill as long as you remain enrolled or we can make arrangements for a special bill. You may cancel your participation at anytime. The percentages quoted for participation are based at a minimum on the EPA required percentages for Green Power Partner status. For more information see: http://www.epa.gov/grnpower/index.htm

Sources and Locations of Renewable Energy: At least 75% wind, with up to 25% other renewables. All sources are 100% "new," meaning the facilities began operating in 2002 or later. At least 50% of resources are generated in Missouri and Illinois and the balance from the Midwest ISO power pool. For 2010 and 2011, we are sourcing 100% Missouri Wind.

Certification: Pure Power renewable energy credits are Green-e Certified ® and meet the consumer and environmental protection standards set forth by the independent, non-profit, Center for Resource Solutions.

The City of Creve Coeur

Estimated total account annual kWh: 2,608,110 kWh

Pure Power Level	% of Annual Demand	Blocks/Month	Cost/Month	Cost/Year
Leader Gold – EPA Green Power Partner	10%	22	$330	$3,960

Recognition Benefits:

Each Pure Power Business Leader will receive program benefits based on the participation level chosen as detailed in the following chart:

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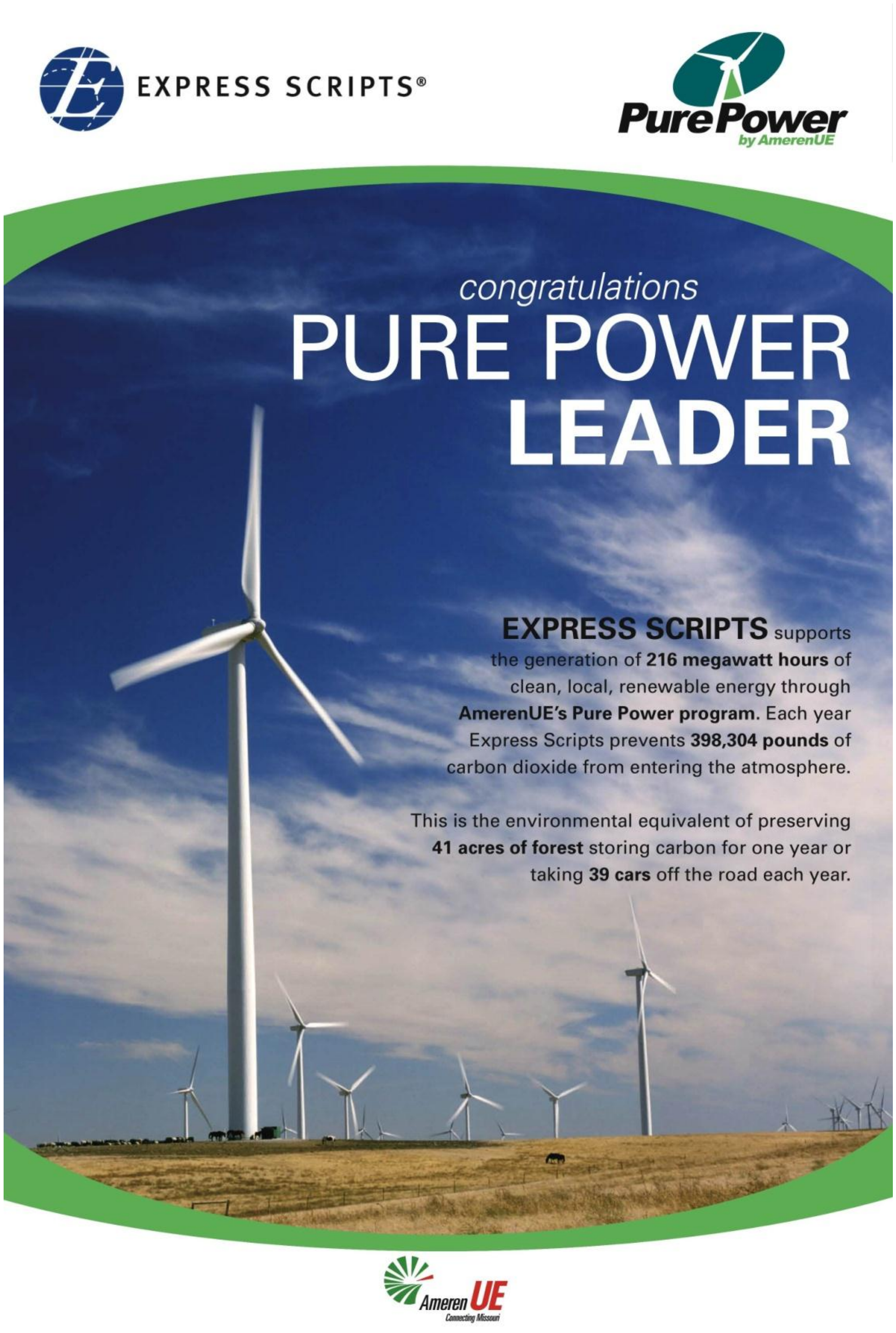
Corporate, Government and Education Recognition Tiers and Benefits				Champion levels based on 2.1 MW turbine at 30% capacity factor		
1000 kWh = 1 MWh = 1 Renewable Energy Credit = 1 **Block** Pure Power	**Ameren Missouri Pure Power Leader Silver** **<240,000 kWh/year**	**Ameren Missouri Pure Power Leader Gold** *(EPA Green Power Partner)*	**Ameren Missouri Pure Power Leader Platinum**	**Ameren Missouri Pure Power Champion 1/2 Turbine**	**Ameren Missouri Pure Power Champion Full Turbine**	
Number of MWh Blocks or % consumption per Month	At least 1	3% to 20% of consumption*	4% to 30% of consumption*	230	460	
Cost of Participation/year	$180+	Varies	Varies	$41,400	$82,800	
Annual CO2 Offset **	10 tons+	Varies	Varies	1,964 tons	3,928 tons	
Program Benefits						Frequency
Pure Power Window Clings	x	x	x	x	x	Once
Certificate of Recognition	x	x	x	x	x	Once
Recognition on Pure Power page of Ameren Web site	Name	Name & Link	Logo & Link	Logo & Link	Logo & Link	Ongoing
Recognition on Pure Power Social Media Feeds	x	x	x	x	x	Ongoing
Linked-in Pure Power Partner Group Access	x	x	x	x	x	Ongoing
Listing in Pure Power Newsletter	x	x	Article	Article	Article	Once
Business name listed in selected Pure Power Ads and Materials	x	x	x	x	x	Intermittent
Use of Pure Power Logo and Images	x	x	x	x	x	Ongoing
Invitation to Pure Power networking events	x	x	x	x	x	Quarterly
Option to participate in Pure Power Perks Program	x	x	x	x	x	Once
Pure Power images and copy for use on Web site	x	x	x	x	x	Once
Listing in Pure Power Ad recognizing many businesses		Standard listing	Standard listing	Premium listing	Premier Listing	Once
Press Release		x	x	x	x	Once
Recognition Giclee Artwork		12”x12”	24”x30”	24”x30” (2)	24”x30” (4)	Once
Thank you Ad in local newspaper exclusive to your business				x	x	Once

* Based on the EPA Green Power Partnership (GPP) graduated purchase requirements using an organization’s total electricity usage.

** Each 1,000 kWh block of Pure Power represents the displacement of 1,583 lbs of CO_2 emissions from the Midwest ISO Grid.

EPA GPP graduated purchase requirements can be found online at www.epa.gov/greenpower/join/howmuch.htm.

Sample Recognition Poster



Creve Coeur EPA Green Power Community Challenge

June 13, 2011

The Goal

The City of Creve Coeur

achieves the designation of

EPA Green Power Community (GPC.)

Congressman Carnahan helps unveil the GPC street sign presented to the City of Clayton by the EPA in April 2011

The EPA GPC Program

EPA Green Power Community

EPA GREEN POWER PARTNERSHIP

- EPA initiative that challenges communities to purchase clean energy in an amount that meets required targets based on electric consumption.
- Challenge intention is to motivate unified action and to reward communities that show leadership.
- EPA provides program guidelines and assistance.

In good, green company…

- River Falls, WI
- Durango, CO
- Park City, Utah
- Santa Clara, CA
- Swarthmore, PA
- Palo Alto, CA
- Sale, OR
- Bend, OR
- Corvallis, OR
- Clayton, MO….

EPA GPC Requirements - #1

City itself becomes a Green Power Partner

- Creve Coeur enrolls in the Pure Power program at Gold Leader level (EPA Green Power Partner level)
- Cost = **$3,960 /year**
- City is already collecting additional Utility taxes on existing Pure Power enrollments –

  7% x 664 MWh x $15/MWh x 12 months = **$8,366 / year**
- Additional money the City would bring in if the Challenge is successful = **$9,000** /year (estimated).

EPA GPC Requirements - #2

Commit to and initiate a public EPA GPC Challenge campaign.

- Mayoral Proclamation
- Or Vote of Board of Alderman
- Or Press Release

EPA GPC Requirements - #3

- Achieve Creve Coeur specific challenge target:

  3% of total power consumed City-wide from green power purchases or onsite production.

- City of Creve Coeur is already 50% of the way to achieving the goal.
- Both Commercial and Residential Power

Benefits to Creve Coeur

- Leadership – further Creve Coeur's status as a regional leader in sustainability.
- Community Pride – citizens and businesses working together.
- Media coverage – second in Missouri provides extra excitement.
- Education – raises awareness and educates about clean energy.
- Next Level - help leverage further action on sustainability initiatives, including Climate Action Plan
- Environmental Benefits – significant reductions in GHG emissions.

Creve Coeur's Challenge Partners: Ameren Missouri Pure Power & Microgrid Energy

- Develop, fund and execute challenge marketing and education campaign
- Lead and staff challenge team
- Handle administrative tasks associated with achieving challenge target
- Have fun, engage and educate community

PurePower Powered by Ameren Missouri

Microgrid Energy

What Counts Towards EPA GPC Target?

1. Participation in a voluntary green power REC purchase program

    And/Or

2. Installation of onsite Solar Electric (PV) systems

Both commercial and residential power users.

No obligation to work with a particular solar installer or REC provider

Ameren Missouri Pure Power

- Voluntary green power program that gives any Ameren Missouri customer the opportunity to offset up to 100% of their electrical usage with Missouri Renewable Energy Credits (RECs)
- Each 1 MWh Missouri REC purchased via the Pure Power program is a guarantee that an equivalent amount of new, renewable energy (green power)was generated onto the Missouri grid.
- The carbon reduction associated with each MWh of green power purchased is transferred to the entity/person that purchases the REC.

Microgrid Energy

Microgrid Energy

- Community Solar Program – a group purchasing plan, offering discounts and Solar loan program to residential buyers
- Potential use of Nonprofit model to install solar at area schools at no cost to the schools.
- Public Education and Awareness events on Solar Energy, in coordination with local groups

EPA Provides

- Credibility
  - Use nationally accepted guidelines for green power purchasing
- Expert Advice
  - Identify types of products to best suit community needs
  - Determine environmental benefit of options
- Recognition
  - Assistance with messages and marketing
  - Use of EPA Green Power Partner Mark
  - Eligibility for Leadership Club and Leadership awards.
- Web-based Information
  - Expert Advice

Green Power Community Sign

- Highlights a successful campaign
  - Each Community receives two 24″ x 30″ aluminum signs
  - Designed for outdoor display
- Other Recognition
  - Artwork for Community Banner
  - Press Release Assistance
  - Listing on EPA website

Oregon's Governor Kulongowski and EPA's Matt Clouse holding a Green Power Community sign

Event Banners: EPA can provide artwork development services to produce banners for announcement events.

8

Anticipated Challenge Schedule

May- June
Planning/Approval

July 2011
Kickoff Event

July 2011-Feb March 2012
Marketing, Outreach, Events, Education

April 2012
Celebration Event

Is this achieveable?

Because of existing support for green power via the Pure Power program, Creve Coeur is already **more than half** of the way to the target 1,523 MWh monthly green power goal required for EPA GPC.

Current Creve Coeur business and residential green power purchase via Pure Power = 797 MWh per month.

Total additional needed to qualify as EPA GPC = 726 MWh per month which equates to:

726 households supporting 1 MWh a month via Pure Power or an onsite solar installation OR

10 large businesses at 80 MWh per month or fifteen 25 kW solar arrays (or any combination in between.)

Challenge Team Outreach Tactics

- City Communication vehicles – newsletters, bill inserts, e-news
- Events – at least 3 events (Kick-off, mid-term and celebratory when EPA GPC Status achieved)
- Integrate with Existing Community Events– Climate Action Task Force, Parks and Recreation, 5K-10K Walk/Run
- Local Groups Tie In – Chamber, Recycling and Environment Committee
- Media work - Coordinate with Patch, issue press releases
- Online presence – Website for challenge, Facebook page
- Solicit large power users directly to be lead contributors

Q & A

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Senior Ameren Partnership Manager

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Rick Hunter

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Meeting Summary
Climate Action Task Force
Government Center
Meeting Room 2
May 24, 2011
4:30 p.m.

In attendance: Climate Action Task Force Members: John May (chair), Kathleen Engel (vice chair), Sabine McDowell, Sue Baseley, Fran Cantor, Jahn Epstein, and Judy Sherman.

Absent: David Downs, Ken Howard, Jill Schupp, and Council Liaison, Beth Kistner.

Staff present: Assistant to the City Administrator, Jaysen Christensen.

John May called the meeting to order at 4:35 PM.

Approval of Meeting Summary
The meeting summary for the CATF meeting of February 16, 2011 was reviewed, and a misspelling of Fran Cantor's name under the Planning Department discussion heading was corrected. **Action:** Kathleen Engel moved to approve the February 16, 2011 meeting summary as amended. Sabine McDowell seconded the motion. The motion carried unanimously.

Task Force Vacancies
Fran Cantor and Sue Baseley expressed interest in being reappointed to the Task Force when their current terms expire on June 30, 2011. John May stated that Jill Schupp has also expressed interest in continuing after her current term expires on June 30, 2011. Dr. May stated that David Downs' term will expire; however, David is no longer participating on the Task Force and has not expressed interest in being reappointed. Dr. May stated that a nominating committee would soon be scheduled by Mayor Dielmann and the City Council President and that he and/or Ms. Engel would be attending and would plan to recommend Ms. Baseley, Ms. Cantor, and Ms. Schupp for reappointment.

Election of Chair and Vice Chair
Dr. May stated that City Committees including the CATF are required to elect a chair and a vice chair each year. A unanimous consensus was expressed by Task Force members to nominate Kathleen Engel (currently CATF Vice Chair) to Chair. **Action:** Fran Cantor moved to elect Kathleen Engel to CATF Chair effective July 1, 2011. Judy Sherman seconded the motion. The motion carried unanimously. **Action:** Judy Sherman moved to elect Sue Baseley to CATF Vice Chair effective July 1, 2011. Jahn Epstein seconded the motion. The motion carried unanimously.

Green Power Community Challenge
John May provided an overview of the Green Power Community (GPC) Challenge, which was presented to the CATF by Rick Hunter of Microgrid Energy and Cindy Bambini of 3 Degrees on May 18, 2011. The GPC Challenge is sponsored by the EPA

as a way to encourage communities to use renewable energy. Participating in the challenge would require the City to purchase renewable energy credits (RECs) to offset its energy use and then committing to a GPC Challenge campaign in the community to offset 3% of Creve Coeur's total power usage. Locally in St. Louis, the GPC Challenge is being promoted by Ameren Pure Power which sales RECs to support its Missouri wind farms. Microgrid Energy and 3 Degrees have been contracted by Ameren to help promote and administer the GPC Challenge and Pure Power. Microgrid Energy is a local company that specializes in renewable energy and energy efficiency including solar panels, which is also an eligible renewable energy source under the program.

The City of Clayton was the first city in Missouri to become a GPC. Creve Coeur has been approached by Microgrid Energy and 3 Degrees about being the second such community. The City Administrator suggested that the CATF first review the GPC proposal and make a recommendation to the City Council.

Dr. May stated that purchasing RECs was included as part of his draft of Phase II of the Climate Action Plan.

Judy Sherman asked if by purchasing Pure Power RECs customers would just be donating money to Ameren for wind farms that would be built anyway. Dr. May stated that in some parts of the country, wind power and other renewable energy sources have reached or are becoming close to reaching grid parity meaning that the energy from renewable sources costs about the same as energy from other sources such as coal; however, wind power in Missouri is still more expensive than coal. Thus, he saw the program as a way of supporting the development of an industry that will be critical in meeting the CATF's long term goals.

It was discussed that Rick Hunter had stated that if Creve Coeur reached its GPC target of 3%, the cost to the City for purchasing Pure Power RECs (approximately $4,000 per year) would be offset by an increase in utility taxes from the RECs purchased by other Ameren customers in Creve Coeur (RECs are subject to the utility tax). Dr. May stated that Mr. Hunter had indicated that meeting the GPC target would actually bring in approximately $8,000 in additional annual utility tax revenues to the City and therefore net about $4,000 per year ($8,000 of additional tax revenues minus $4,000 of cost to the City). Dr. May stated that Mr. Hunter also stated that the City is already half way to reaching the 3% target without initiating the GPC Challenge as some customers such as Monsanto are already buying Pure Power RECs; therefore, the City should already be receiving approximately $4,000 per year in additional utility tax revenues due to RECs being purchased. Dr. May stated that achieving the 3% target would offset the City's cost but not result in a net positive gain of $4,000 to the City.

Ms. Engel stated that she believes that a GPC Challenge in Creve Coeur would have a positive effect on educating the community about reducing carbon emissions and with the help of Ameren and 3 Degrees, could be accomplished with a relatively small amount of City staff and CATF resources.

Sabine McDowell stated that she believes that it would be more effective for the City to use the money required to purchase RECs to do its own marketing.

Action: Fran Cantor moved to recommend to the City Council that it authorize the purchase of RECs to become a Green Power Community and initiate the GPC Challenge to the community. Kathleen Engel seconded the motion. The motion carried 5 to 2. Ayes: May, Baseley, Cantor, Engel, Epstein. Nays: McDowell, Sherman.

St. Louis County SAVES
Kathleen Engel provided an overview of the St. Louis County SAVES program, which provides low interest loans (3.5% fixed APR) to County residents to make energy efficiency upgrades to their homes. Unlike the PACE program, which would have put a creditor lien on the borrower's home and would have required an energy audit to ensure that the improvements would generate enough energy savings to offset the loan payments, the SAVES program is an unsecured personal loan and does not require an energy audit. This means that the loans will only be made to residents with good credit (FICO score of at least 660).

Dr. May stated that the County requires municipalities to first sign an agreement authorizing it to administer the program to the municipality's residents and to help educate residents about the program by distributing information through available means such as the City's website and monthly newsletter.

Staff liaison, Jaysen Christensen, stated that the CATF was asked to consider the program and make a recommendation to the City Council. The Council is scheduled to consider the St. Louis County SAVES agreement at its next meeting (June 13, 2011).

Action: Kathleen Engel moved to recommend that the City Council authorize an agreement to allow Creve Coeur residents to participate in the St. Louis County SAVES program. Judy Sherman seconded the motion. The motion carried unanimously.

The meeting adjourned at 5:50 PM.

Submitted by:

Jaysen Christensen,
Assistant to the City Administrator

Next meeting:
Wednesday, June 15, 2011 @ 4:30 p.m.
Government Center, Meeting Room 2

RESOLUTION NO. 970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH M & H CONCRETE CONTRACTORS, INC. FOR CONCRETE SLAB REPAIRS RELATED TO THE STREET REPAIR PROGRAM FOR THE 2012 FISCAL YEAR FOR $442,016.75.

WHEREAS, it is necessary to replace concrete street pavement and sidewalks in order to maintain the quality of life expected by the community;

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

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

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

Section 1. The Contract between **M & H Concrete Contractors, Inc.** and the City, attached hereto as "Exhibit A," with a **contract sum of $ 442,016.75**, is hereby approved and the execution is hereby authorized. The Contract 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 Contract.

Adopted this 27th day of June, 2011.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of __________, 2011, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **M & H Concrete Contractors, Inc.,** with offices at 3151 Industrial Park Place West, St. Peters, Missouri 63376 (hereinafter called the "Contractor"), for the project identified as **2011 Concrete Pavement Replacement Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

1) This City-Contractor Agreement
2) General Conditions of City-Contractor Agreement
3) Job Special Provisions
4) State Wage Determination
5) Non-Collusion Affidavit
6) Performance Payment Bond
7) Construction Plans, Specifications, and Details
8) Construction Schedule
9) All Addenda and all Modifications issued after execution of this Contract

10) The Saint Louis County Standard Specifications for Highway Construction, dated January 1, 1997, including all supplemental revisions and updates through March 1, 2010, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference; ….

11) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II
Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III
Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **One Hundred and Fifty (150)** consecutive calendar days from and including the date of said written notice to proceed.

ARTICLE IV
The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions and the Itemized Bid Form, the City shall pay the Contractor for the performance of the Work the sum of $ 442,016.75 (the "Contract Sum") as follows:

(1) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment

incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement; and

(3) Final payment within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

(1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street-by-street basis, and

(2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars ($250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by a fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a received is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX
Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
	$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
	$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin, or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation, either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the replacement of concrete street pavement within the City and provides for items as more specifically described in the construction drawings the Technical Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By_______________________________
Mark C. Perkins, City Administrator

By_______________________________
James H. Heines, Director of Public Works

(SEAL)

Attest: ___________________________
City Clerk

DATE:___________________________

By _____________________________
"Contractor"

____
Printed Name

____
Title

Attest:___________________________

DATE:___________________________

DEPARTMENT OF PUBLIC WORKS
OFFICE MEMO

DATE: June 21, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
2011 Concrete Pavement Replacement Project

Project Discussion
City staff has developed the subject project as approximately half of the City's annual pavement maintenance program. Concrete pavement or curbing makes up the driving surface or the structural base of about half of the City's streets, so it seems appropriate that the proposed project will be a significant portion of the 2011 pavement maintenance program.

City staff presented the City's annual pavement maintenance program to the City Council at its work session on April 11, 2011, and this presentation included a preliminary list of streets where concrete repairs were anticipated at that time. Most of the project has remained the same as discussed at that meeting. The list of streets and the associated quantity of pavement repairs that was included in the bid documents for the subject project is listed below.

Concrete Replacement Locations

Street	Area	Street	Area
Ambois Drive	120 SY	Mosley Hills Drive	600 SY
Brooktrail Court	90 SY	New Salem Drive	100 SY
Camfield Square	60 SY	North New Ballas Extension	800 SY
Country Fair Lane *	600 SY	Nyack Drive	175 SY
Country Manor Lane	200 SY	Peekskill Drive	90 SY
Emerald Green Court	240 SY	Royal Valley Drive	150 SY
Foxbrook Drive	230 SY	Royalwood Court	100 SY
Gascogne Court	300 SY	Royalwood Drive	150 SY
Halsgame Lane	250 SY	Rue De Fleur	120 SY
Ladue Aire Drive	150 SY	Sackston Ridge Drive	60 SY
Ladue Meadows Drive *	750 SY	Sarawood Lane *	150 SY
Lakeshore Drive	90 SY	Shadybrook Drive	290 SY
Mason Manor Drive	1,000 SY	Sommerton Lane	300 SY
Morwood Lane *	650 SY	Tarrytown Drive	30 SY
		Unassigned	450 SY

Total area to be replaced under this contract – 8,295 SY

Some notable aspects of the proposal include:

- The streets marked with an asterisk (*) are composed of a concrete base with an asphalt surface and are also included in the proposed 2011 Asphalt Pavement Resurfacing Project. The anticipated concrete repairs necessary for these streets account for over 25% of the proposed concrete program. Though costly, it should be noted that this type of street receives little or no concrete replacement between projects to resurface the asphalt, which can be ten to fifteen years apart.
- A large quantity of pavement replacement has been proposed for Mason Manor Road. This quantity will not repair all of the deficiencies of this street, but it is proposed as the first phase in what will be a 3-4 year process to repair Mason Manor.
- A large quantity of pavement repairs has been proposed for North New Ballas Extension to finish the repairs begun for that street in the 2010 concrete program.

Project Financing

This project will be completed using capital improvement funds. Funding is currently proposed for the FY2012 budget for such work.

Advertisement

The City advertised the Invitation for Bids for the subject project in the St. Louis *Countian* on April 7, 9, 14, and 16, 2011. The Invitation for Bids was also posted on the City's website.

Bid Results

Bids for the subject project were publicly opened and read on Tuesday, June 21, 2011. A total of four (4) bids were received for the project, as summarized below:

1. M&H Concrete Contractors, Inc. ....$ 442,016.75
2. Duraseal Paving Contractor, Inc. ....$ 503,755.00
3. Midwest Mudjacking & Construction Co., Inc. ....$ 578,716.60
4. J.M. Marschuetz Construction ....$ 684,617.50

A copy of the bid results is attached. No inconsistencies were found in the bids, but an addendum that was issued for items related to work in Conway Park was not received by all bidders. Therefore, the items included in the addendum were not considered when evaluating the bids.

Recommendation

The recommendation is to award the subject project to M&H Concrete Contractors, Inc. due to their low bid for the work and their past performance with similar work in Creve Coeur. As an example, M & H Concrete successfully completed the 2010 Concrete Pavement Replacement Project. The expectation is that this good relationship will be continued with the successful completion of the subject project.

The recommendation is to award the 2011 Concrete Pavement Replacement Project to the firm listed below for a total price of $442,016.75:

M & H Concrete Contractors, Inc.
3151 Industrial Park Place West
St. Peters, MO 63376
(314) 379-9682

Attachments: Bid Tabulation

2011 CONCRETE PAVEMENT REPLACEMENT PROJECT

Bid Opening Held in the Council Chambers on Tuesday, June 21, 1:00 p.m.

Item No.	Quantity	Description	M&H CONCRETE Unit Price	M&H CONCRETE Total Price	DURASEAL PAVING Unit Price	DURASEAL PAVING Total Price	MIDWEST MUDJACKING Unit Price	MIDWEST MUDJACKING Total Price	J M MARSCHUETZ Unit Price	J M MARSCHUETZ Total Price
109500A	5,000	SOFT SOILS FORCE ACCOUNT at One Dollar Per Dollar	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
502001A	7,295	CONCRETE PAVEMENT REMOVAL & REPLACEMENT at_______________________________ Per Square Yard	$ 40.65	$ 296,541.75	$ 43.00	$ 313,685.00	$ 49.56	$ 361,540.20	$ 53.50	$ 390,282.50
502002A	1,000	CONCRETE PAVEMENT REMOVAL & REPLACE (HIGH EARLY) at_______________________________ Per Square Yard	$ 41.75	$ 41,750.00	$ 44.50	$ 44,500.00	$ 52.43	$ 52,430.00	$ 56.50	$ 56,500.00
502100A	120	CONCRETE SLABS FOR CONWAY PARK at_______________________________ Per Square Yard		N/A	$ 43.00	$ 5,160.00		N/A	$ 72.00	$ 8,640.00
604201A	5	ADJUST MANHOLE TO GRADE at_______________________________ Per Each	$ 100.00	$ 500.00	$ 250.00	$ 1,250.00	$ 256.00	$ 1,280.00	$ 550.00	$ 2,750.00
604205A	20	REBUILD MANHOLE at_______________________________ Per Vertical Foot	$ 30.00	$ 600.00	$ 150.00	$ 3,000.00	$ 226.00	$ 4,520.00	$ 330.00	$ 6,600.00
608001A	230	CONCRETE SIDEWALK at_______________________________ Per Square Yard	$ 38.50	$ 8,855.00	$ 49.50	$ 11,385.00	$ 50.56	$ 11,628.80	$ 44.00	$ 10,120.00
608005A	250	CONCRETE SIDEWALK FOR CONWAY PARK at_______________________________ Per Square Yard		N/A	$ 49.50	$ 12,375.00		N/A	$ 65.00	$ 16,250.00
608010A	620	CONCRETE SIDEWALK RAMP at_______________________________ Per Square Yard	$ 42.00	$ 26,040.00	$ 50.00	$ 31,000.00	$ 68.94	$ 42,742.80	$ 100.00	$ 62,000.00
608100A	55	CONCRETE APPROACH at_____________________________ Per Square Yard	$ 41.00	$ 2,255.00	$ 40.00	$ 2,200.00	$ 47.86	$ 2,632.30	$ 55.00	$ 3,025.00
609101A	1,250	ROLLED CURB & GUTTER (VARIOUS WIDTHS) at______________________________ Per Linear Foot	$ 18.10	$ 22,625.00	$ 20.00	$ 25,000.00	$ 26.65	$ 33,312.50	$ 35.00	$ 43,750.00
609105A	1,500	ROLLED CURB & GUTTER WITH OVERLAY (VARIOUS WIDTHS) at______________________________ Per Linear Foot	$ 18.10	$ 27,150.00	$ 26.00	$ 39,000.00	$ 33.76	$ 50,640.00	$ 35.00	$ 52,500.00
609110A	200	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS) at______________________________ Per Linear Foot	$ 21.00	$ 4,200.00	$ 25.00	$ 5,000.00	$ 28.46	$ 5,692.00	$ 24.00	$ 4,800.00
609115A	200	VERTICAL CURB (DOWELED ON) at_______________________________ Per Linear Foot	$ 10.00	$ 2,000.00	$ 11.00	$ 2,200.00	$ 12.26	$ 2,452.00	$ 12.00	$ 2,400.00
619000A	1	MOBILIZATION at_______________________________ Per Lump Sum	$ 4,500.00	$ 4,500.00	$ 3,000.00	$ 3,000.00	$ 4,846.00	$ 4,846.00	$ 20,000.00	$ 20,000.00
		BID TOTALS:		**$ 442,016.75**		**$ 503,755.00**		**$ 578,716.60**		**$ 684,617.50**
		BIDS TOTALS AS EVALUATED **:		**$ 442,016.75**		**$ 486,220.00**		**$ 578,716.60**		**$ 659,727.50**

*** Note: Not all bidders received Addendum #1. Therefore, the parks items included in Addendum #1 - shown darkened in grey - have been removed from consideration for the evaluation of the bids.*

RESOLUTION NO. 971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH FORD ASPHALT COMPANY, INC. FOR ASPHALT PAVEMENT RESURFACING RELATED TO THE STREET REPAIR PROGRAM FOR THE 2012 FISCAL YEAR FOR $260,648.72.

WHEREAS, it is necessary to resurface asphalt roadway pavement in order to maintain the quality of life expected by the community

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

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances

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

Section 1. The Contract between **Ford Asphalt Company, Inc.** and the City, attached hereto as "Exhibit A," with a **contract sum of $ 260,684.72**, is hereby approved and the execution is hereby authorized. The Contract 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 Contract.

Adopted this 27th day of June, 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan, MRCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of __________, 2011, by and between the City of Creve Coeur, Missouri (hereinafter called the "City"), and **Ford Asphalt Company, Inc.** with offices at 13164 Taussig Avenue, Bridgeton, MO 63044 (hereinafter called the "Contractor"), for the project identified as the **2011 Asphalt Pavement Resurfacing Project** (hereinafter called the “Work” or the “Project”).

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

1) This City-Contractor Agreement
2) General Conditions of City-Contractor Agreement
3) Job Special Provisions
4) State Wage Determination
5) Non-Collusion Affidavit
6) Performance Payment Bond
7) Construction Plans, Specifications, and Details
8) Construction Schedule

9) All Addenda and all Modifications issued after execution of this Contract

10) The Saint Louis County Standard Specifications for Highway Construction, dated January 1, 1997, including all supplemental revisions and updates through March 1, 2011, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

11) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II
Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III
Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Sixty (60)** consecutive working days from and including the date of said written notice to proceed.

ARTICLE IV
The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions and the Itemized Bid Form, the City shall pay the Contractor for the performance of the Work the sum of $ 260,648.72 (the "Contract Sum") as follows:

(1) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment

incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement; and

(3) Final payment within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

(1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and

(2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars ($250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by a fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a received is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
	$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
	$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin, or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation, either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

ARTICLE XI
Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII
The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes milling, preparing, and resurfacing roadways within the City with hot mix asphalt pavement. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By____________________________
Mark C. Perkins, City Administrator

By____________________________
(SEAL) James H. Heines, Director of Public Works

Attest: ___________________________
City Clerk

DATE:___________________________

By ____________________________
"Contractor"

____
Printed Name

____
Title

Attest:___________________________

DATE:___________________________

DEPARTMENT OF PUBLIC WORKS
OFFICE MEMO

DATE: June 21, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
2011 Asphalt Pavement Resurfacing Project

Project Discussion
City staff has developed the subject project as part of the City's annual pavement maintenance program. Asphalt pavement can be found on over two-thirds of the City's roadways, making a significant annual investment into these streets likely.

City staff presented the City's annual pavement maintenance program to the City Council at its work session on April 11, 2011, and this presentation included a preliminary list of streets where asphalt resurfacing was anticipated at that time. The scope of the subject project has not changed since it was presented at this work session. The list of streets proposed for the subject project is as follows:

- Country Fair Lane (Country Fair Lane to Country Fair Lane)
- Ladue Meadows Drive (Ladue Road to Ladue Meadows Drive – inside loop)
- Morwood Lane (Benwood Lane to Benwood Lane)
- Old Ballas Road (North New Ballas Road to Olive Boulevard)
- Sarawood Lane (Benwood Lane to Cul de sac)

Country Fair Lane, Ladue Meadows Drive, Morwood Lane, and Sarawood Lane are composed of asphalt pavement with a concrete base. Repairs to the concrete base for these roads will be extensive, and these repairs are included as part of the proposed 2011 Concrete Pavement Replacement Project.

City staff is currently exploring the potential to include resurfacing work along areas of Mosley Road between Ladue Road and Tureen Drive. This resurfacing work would be to supplement planned patching repairs to replace failed areas. The patching work will be performed by the City's Public Works staff, and the resurfacing work would be to provide a smooth driving surface over the numerous patches that are needed.

Project Financing
This project will be completed using capital improvement funds. Funding is currently proposed for the FY2012 budget for work such as that which is proposed.

Advertisement
The City advertised the Invitation for Bids for the subject project in the St. Louis *Countian* on April 7, 9, 14, and 16, 2011. The Invitation for Bids was also posted on the City's website.

Bid Results
Bids for the subject project were publicly opened and read on Tuesday, June 21, 2011. A total of nine (9) bids were received for the project, as summarized below:

1. Ford Asphalt Company, Inc. ....$ 260,648.72
2. County Paving Company, Inc. ....$ 278,408.17
3. Duraseal Paving Contractor, Inc. ....$ 279,523.25
4. Infrastructure Management ....$ 311,926.96
5. Krupp Construction............................$ 316,115.97
6. Leritz Contracting, Inc ....$ 323,525.95
7. Gershenson Construction ....$ 343,784.20
8. E. Meier Contracting, Inc...................$ 350,116.80
9. Byrne & Jones Construction ....$ 359,397.00

A copy of the bid results is attached. Two minor discrepancies were found in the bids, but these discrepancies were of no consequence to the evaluation of the bids, as the bids of the top three (lowest cost) bidders were not impacted.

Bidding Discussion
The engineer's estimate for this project was approximately $365,000, which is significantly higher than most of the bids and about $105,000 higher than the lowest bid. Much of this price difference lies in the low bids received for asphalt, pavement fabric, manhole adjustments, patching, and mobilization. The bids received are generally equal to or lower than those received for the 2010 asphalt work and reflect the poor economic climate.

Recommendation
The recommendation is to award the subject project to Ford Asphalt Company, Inc. due to their low bid for the work and their past performance with similar work in Creve Coeur. As an example, Ford Asphalt successfully completed the 2010 Asphalt Pavement Resurfacing Project. Ford Asphalt has also provided quality paving work for the resurfacing of North New Ballas Road in 2008 and the resurfacing of Spoede Road in 2010. The expectation is that this good relationship will be continued with the successful completion of the subject project.

The recommendation is to award the 2011 Asphalt Pavement Resurfacing Project to the firm listed below for a total price of $260,648.72:

Ford Asphalt Company, Inc.
13164 Taussig Avenue
Bridgeton, MO 63044
(314) 291-2600

Attachments: Bid Tabulation

Bid Tabulation

2011 ASPHALT PAVEMENT RESURFACING PROJECT

Selected locations throughout Creve Coeur, Missouri

Bids Publicly Opened and Read: 2:00 P.M. Tuesday, June 21, 2011

				Ford Asphalt Co., Inc.		County Paving Co., Inc.		Duraseal Paving Contractor, Inc.		Infrastructure Management		Krupp Construction		Leritz Contracting, Inc.		Gershenson Construction		E. Meier Contracting, Inc.		Byrne & Jones Construction	
Item No.	**Quantity**	**Unit**	**Bid Item**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
109500A	3,000	$	SOFT SOILS FORCE ACCOUNT	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00	$ 1.00	$ 3,000.00
402001A	20,735	SY	PAVEMENT MILLING	$ 1.95	$ 40,433.25	$ 1.99	$ 41,262.65	$ 1.91	$ 39,603.85	$ 2.36	$ 48,934.60	$ 1.95	$ 40,433.25	$ 1.95	$ 40,433.25	$ 2.35	$ 48,727.25	$ 2.00	$ 41,470.00	$ 2.05	$ 42,506.75
403001A	9,358	SY	GEOSYNTHETIC INTERLAYER -SYSTEM A	$ 1.92	$ 17,967.36	$ 2.46	$ 23,020.68	$ 2.27	$ 21,242.66	$ 2.42	$ 22,646.36	$ 1.92	$ 17,967.36	$ 2.30	$ 21,523.40	$ 2.45	$ 22,927.10	$ 2.40	$ 22,459.20	$ 2.25	$ 21,055.50
403002A	11,377	SY	GEOSYNTHETIC INTERLAYER -SYSTEM C	$ 3.18	$ 36,178.86	$ 3.37	$ 38,340.49	$ 3.12	$ 35,496.24	$ 3.40	$ 38,681.80	$ 3.18	$ 36,178.86	$ 3.15	$ 35,837.55	$ 3.35	$ 38,112.95	$ 3.30	$ 37,544.10	$ 3.25	$ 36,975.25
405001A	2,101	TON	TYPE "C" BITUMINOUS PAVEMENT	$ 60.25	$ 126,585.25	$ 60.75	$ 127,635.75	$ 68.00	$ 142,868.00	$ 70.00	$ 147,070.00	$ 65.50	$ 137,615.50	$ 69.25	$ 145,494.25	$ 76.80	$ 161,356.80	$ 65.00	$ 136,565.00	$ 70.00	$ 147,070.00
604201A	19	EA	ADJUST MANHOLE TO GRADE	$ 1.00	$ 19.00	$ 202.00	$ 3,838.00	$ 150.00	$ 2,850.00	$ 156.80	$ 2,979.20	$ 175.00	$ 3,325.00	$ 600.00	$ 11,400.00	$ 277.00	$ 5,263.00	$ 563.00	$ 10,697.00	$ 563.00	$ 10,697.00
604205A	25	VLF	REBUILD MANHOLE	$ 100.00	$ 2,500.00	$ 210.08	$ 5,252.00	$ 68.00	$ 1,700.00	$ 300.00	$ 7,500.00	$ 295.00	$ 7,375.00	$ 450.00	$ 11,250.00	$ 304.00	$ 7,600.00	$ 421.00	$ 10,525.00	$ 465.00	$ 11,625.00
613500A	200	SY	PARTIAL-DEPTH PATCH REPAIR	$ 30.00	$ 6,000.00	$ 48.50	$ 9,700.00	$ 40.00	$ 8,000.00	$ 63.00	$ 12,600.00	$ 120.00	$ 24,000.00	$ 100.00	$ 20,000.00	$ 68.50	$ 13,700.00	$ 55.00	$ 11,000.00	$ 110.00	$ 22,000.00
613550A	100	SY	FULL-DEPTH PATCH REPAIR	$ 35.00	$ 3,500.00	$ 53.55	$ 5,355.00	$ 47.00	$ 4,700.00	$ 98.00	$ 9,800.00	$ 140.00	$ 14,000.00	$ 115.00	$ 11,500.00	$ 84.80	$ 8,480.00	$ 90.00	$ 9,000.00	$ 195.00	$ 19,500.00
619000A	1	LS	MOBILIZATION - MILLING	$ 1,850.00	$ 1,850.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 400.00	$ 400.00	$ 12,000.00	$ 12,000.00	$ 3,000.00	$ 3,000.00	$ 4,538.00	$ 4,538.00	$ 3,500.00	$ 3,500.00	$ 17,500.00	$ 17,500.00
619001A	1	LS	MOBILIZATION - PAVING	$ 9,100.00	$ 9,100.00	$ 5,700.00	$ 5,700.00	$ 2,500.00	$ 2,500.00	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 17,240.00	$ 17,240.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00
621110A	320	LF	4' WHITE EPOXY PAVEMENT MARKINGS	$ 0.75	$ 240.00	$ 0.74	$ 236.80	$ 0.75	$ 240.00	$ 0.75	$ 240.00	$ 0.80	$ 256.00	$ 1.00	$ 320.00	$ 0.78	$ 249.60	$ 0.70	$ 224.00	$ 0.75	$ 240.00
621120A	8,100	LF	4"YELLOW EPOXY PAVEMENT MARKINGS	$ 0.75	$ 6,075.00	$ 0.74	$ 5,994.00	$ 0.75	$ 6,075.00	$ 0.75	$ 6,075.00	$ 0.80	$ 6,480.00	$ 0.75	$ 6,075.00	$ 0.78	$ 6,318.00	$ 0.70	$ 5,670.00	$ 0.75	$ 6,075.00
621130A	395	SF	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS, AND LEGENDS	$ 10.50	$ 4,147.50	$ 10.50	$ 4,147.50	$ 14.00	$ 5,530.00	$ 10.50	$ 4,147.50	$ 11.00	$ 4,345.00	$ 11.00	$ 4,345.00	$ 11.10	$ 4,384.50	$ 10.00	$ 3,950.00	$ 11.00	$ 4,345.00
622000A	4,050	LF	TEMPORARY PAVEMENT MARKINGS	$ 0.55	$ 2,227.50	$ 0.55	$ 2,227.50	$ 0.35	$ 1,417.50	$ 0.55	$ 2,227.50	$ 0.80	$ 3,240.00	$ 0.75	$ 3,037.50	$ 0.26	$ 1,053.00	$ 0.25	$ 1,012.50	$ 0.25	$ 1,012.50
904001	60	LF	VEHICLE LOOP DETECTOR	$ 13.75	$ 825.00	$ 11.63	$ 697.80	$ 30.00	$ 1,800.00	$ 13.75	$ 825.00	$ 15.00	$ 900.00	$ 13.50	$ 810.00	$ 13.90	$ 834.00	$ 750.00	$ 45,000.00	$ 13.25	$ 795.00
			BID TOTALS:	**$**	**260,648.72**	**$**	**278,408.17**	**$**	**279,523.25**	**$**	**311,926.96**	**$**	**316,115.97**	**$**	**323,525.95**	**$**	**343,784.20**	**$**	**350,116.80**	**$**	**359,397.00**

Denotes bid discrepancy. The unit bid price written in words was accepted as the bid price, as per Article 4 of the Instructions to Bidders.

RESOLUTION NO. 972

A RESOLUTION AUTHORIZNG THE PURCHASE OF THE CITY'S INSURANCE COVERAGES FOR THE YEAR BEGINNING JULY 1, 2011

WHEREAS, The City annually purchases property, casualty and workers' compensation insurance to protect the City financially against loss due to damage and destruction of city property and liability claims, and;

WHEREAS, purchasing these insurances either directly from the St. Louis Area Insurance Trust (SLAIT) or through the Trust in conjunction with the other members allows the City to obtain competitive rates for insurance coverages by being a part of a large consortium;

WHEREAS, the City's insurance coverage terminate on June 30, 2011.

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

SECTION 1: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverage's from the St. Louis Insurance Trust (SLAIT) at the estimated cost as follows:

1.	Worker's Compensation	$179,567
2.	General Police and Auto Liability	78,948
	Total	258,515

SECTION 2: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverages from CHUBB Insurance Group at the estimated costs as follows:

1. Property and Auto Property Coverage (including earthquake and terrorism) $48,877

SECTION 3: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverage from Darwin Select Insurance Company at the estimated cost as follows:

1. Public Officials Liability Insurance $22,379

Adopted this 27th day of June, 2011.

____
Harold L. Dielmann
Mayor

Attest:

____
Deborah Ryan, MRCC
City Clerk

MEMORANDUM

DATE: June 22, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel N. Smith, Director of Finance

SUBJECT: Insurance Coverage for 2011-2012

The city's primary insurance coverages expire at midnight on June 30, 2011. These include: Auto-physical damage and Property, General, Police and Auto Liability, Workers' Compensation, Public Officials Liability and others.

For many years the city has received its coverages from two sources:

1. St. Louis Area Insurance Trust (SLAIT) – this is a self-insured trust of 26 municipalities in St. Louis that provides coverages for Workers' Compensation; General, Police and Auto Liability.

2. Daniel & Henry Insurance Brokers – Daniel & Henry are the administrators for the SLAIT group. They also sell insurance coverage not provided by SLAIT for the members. This is done by soliciting proposals from various insurance companies to provide these coverages to the group. Since the same company provides the coverage to all members of the group the members receive preferential pricing due to the larger premium base. These additional coverage's provided through Daniel & Henry include Property, Auto-physical damage and Public Officials Liability coverage's.

The coverage's for property have been updated to reflect the updated building values and an updated auto listing. The coverage's and deductibles are same as last year. The Public Officials Liability insurance provides the standard Public Officials and Employers Liability coverage to the city. The coverage covers legal fees and judgments resulting from the acts of a public official (including employees) or an employer. There are some exemptions to this coverage. Some of the major ones include:

1. Defense costs and judgments resulting from illegal activity if found guilty.
2. Punitive damages.
3. Officials of certain public agencies such as utilities and airports.
4. Intentional torts.
5. Inverse Condemnation

Below is a table comparing the proposed 2011-2012 premiums. As you can see the premiums decreased in 2011-2012. The major area where the city received a decrease was in workers' compensation. The decrease is primarily due to improved experience with workers' compensation claims and staffing reductions. This decrease was partially offset by small increases in Property and General Liability premiums.

Coverage	2011/2012 Premium	2010/2011 Premium	$ Increase (Decrease)	% Increase (Decrease)	Coverage and (Deductibles)
Workers Compensation	$ 179,567	$ 191,962	$ (12,395)	(6.5)%	Per State Law
General, Police, Auto Liability	78,948	77,056	1,892	2.5%	$3,000,000 per Occurrence and $7,500,000 Aggregate (2500 Law Enforcement) (500 Gen. Liability)
Property & Auto Property*	48,877	47,166	1,711	3.6%	Value of Property ($2,500-Vehicle) ($1,000-Property)
Public Official Liability	22,379	22,401	(22)	(.10)%	$2,000,000 per Occurrence Aggregate ($5,000-Public Officials) ($10,000 Employer)
TOTAL	$ 329,771	$ 338,585	$ (8,814)	(2.6%)	

*Includes earthquake coverage.

Based on these numbers, staff recommends approval of the attached resolution authorizing purchase of insurance coverage for 2011-2012. I would be pleased to answer any questions you may have.

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: June 23, 2011

TO: Mr. Mark Perkins, City Administrator

CC: Mr. James Heines, Director of Public Works

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

SUBJECT: Evaluation of Construction Options
Olive Boulevard TDD Phase 1 Improvement Project
Creve Coeur, Missouri

City staff has recently learned that the 2007 supplemental financing plan sought by the Olive Transportation Development District (Olive TDD) Board will likely be unsuccessful. It appears that the Olive TDD Board will have approximately $1 million available for roadway construction, far less than the $2.3 million anticipated as a result of the Olive TDD Board's supplemental financing plan.

Considering that staff estimated that the remaining costs associated with the Phase 1 Improvement Project were between approximately $2.2 million and $2.3 million, and that these estimates assumed construction would occur in 2011, staff no longer believes that the Phase 1 project will be possible through the funding currently available. This opinion could change, of course, should the Olive TDD Board identify another funding source capable of filling this funding gap.

Construction Options

City staff considered what improvements could be made on Olive using the currently available funding. The logical first attempt to find a project within the Olive TDD budget would be to reduce the scope of the project to a point that could be afforded. Considering that the Phase 1 project represents several iterations of scope reduction from its original proposal, further scope reduction will likely meet with resistance from the City's Planning and Zoning Commission and the City Council. It does not appear, however, that such a reduction could be avoided.

City staff explored the idea of paring down the existing Phase 1 plan to create a stand-alone project from each of the two project intersections. Conceptual plans were developed for these scenarios that worked within the current Phase 1 proposal, namely by assuming the following:

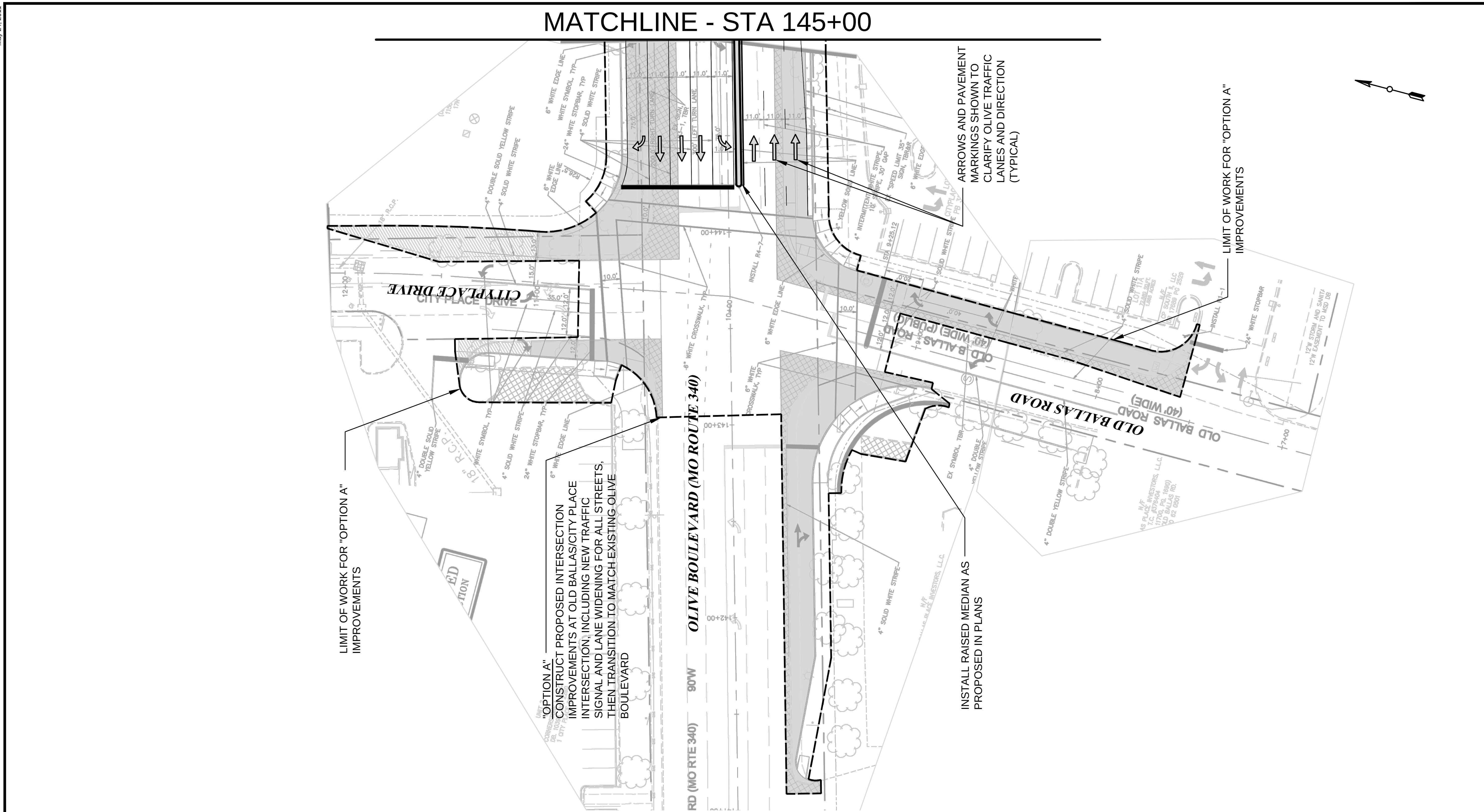
- The intersection improvements at each intersection would remain as currently proposed;
- The median along the Olive Boulevard centerline would remain throughout the proposed project;
- Traffic lane shifts would be minimized.

The attached conceptual projects resulted from implementing these assumptions. In each case, the widening of Olive Boulevard at the proposed intersection resulted in the need to continue the proposed Phase 1 improvements for approximately half of the Phase 1 project limits in order to make an appropriate transition to meet the existing conditions on Olive. As the cost estimate for each scenario indicates, the result is that the scope of work involved with developing either one of the intersections will be greater than the current Olive TDD resources. It appears that neither of these scenarios would be a viable option of the Olive TDD Board to pursue.

Traffic Study Update
It should be noted that the Missouri Department of Transportation (MoDOT) owns and maintains Olive Boulevard, and any improvement to it would need to first receive MoDOT approval. The proposed Phase 1 improvements were selected because the initial traffic study for the project indicated that those improvements were warranted. Through recent discussions with MoDOT, City staff has learned that the original traffic study would need to be updated prior to any change to the scope of work for the project. Specifically, MoDOT has indicated updates to the traffic study would be required so to account for current traffic conditions, to note any differences from the initial study, and to revise the recommendations of the initial study as appropriate. Only after such an update to the traffic study was generated would the true options for Olive Boulevard be known.

Anecdotal evidence and modified site developments suggest that the traffic volumes along Olive Boulevard have reduced in recent years and may not reach the levels anticipated with the original traffic study. It is quite possible that an update to the traffic study would find that fewer drivers use or will use Olive Boulevard than previously thought. Such a result may indicate that the original Phase 1 scope of work is no longer required and that a different and lesser scope of work would be more appropriate.

City staff has contacted representatives from MoDOT and from Crawford, Bunte, Brammeier, Inc. (CBB), the engineering firm responsible for the design of the Phase 1 plans, to begin dialogue on how to proceed. At the request of City staff, CBB has begun to develop a proposal to update the traffic study to the requirements of MoDOT. This proposal should be ready to present to the Olive TDD Board at its next meeting, scheduled for June 28, 2011.



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May 24, 2011

REVISIONS			
REV.	DATE	DESCRIPTION	SHEET #

DESIGNED BY: MRW

DRAFTED BY: MRW

APPROVED BY:

PROJECT NAME:

CONCEPTUAL PROJECT ALTERNATIVES

OLIVE BOULEVARD TDD PHASE 1 IMPROVEMENTS

DRAFT STATUS: CONCEPT

DATE: MAY 24, 2011

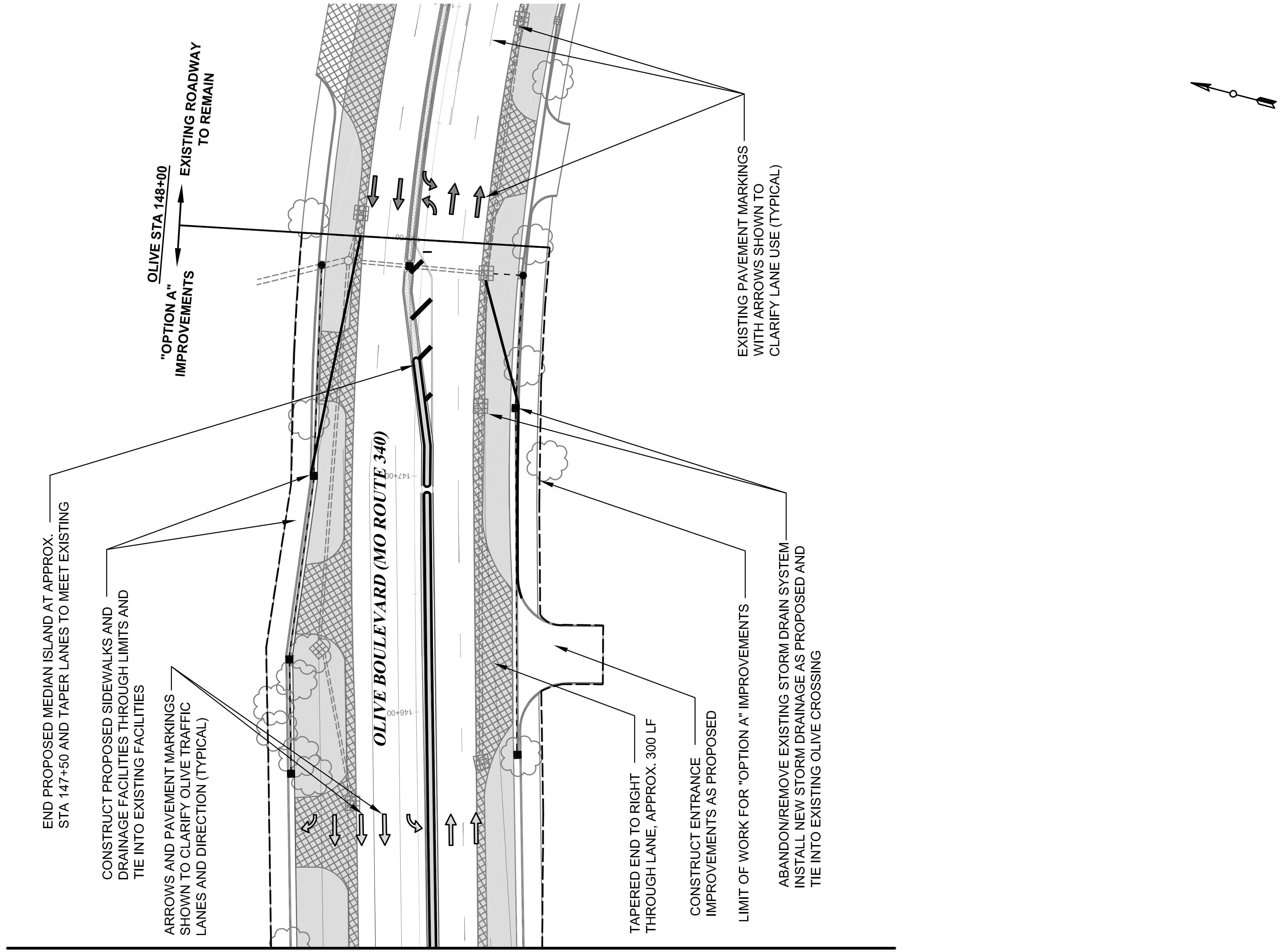
CITY OF CREVE COEUR, MO. 1949

DRAWING TITLE: OPTION "A" SKETCH

DRAWING SCALE: 0 25' 50' 100'

DRAWING NUMBER: PLN-A1

SHEET NUMBER: 1 OF 4



MATCHLINE - STA 145+00

REVISIONS			
REV.	DATE	DESCRIPTION	SHEET #

DESIGNED BY: MRW

DRAFTED BY: MRW

APPROVED BY:

PROJECT NAME:

CONCEPTUAL PROJECT ALTERNATIVES

OLIVE BOULEVARD TDD PHASE 1 IMPROVEMENTS

DRAFT STATUS: CONCEPT

DATE: MAY 24, 2011

CITY OF CREVE COEUR, MO. 1949

DRAWING TITLE: OPTION "A" SKETCH

DRAWING SCALE: 0 25' 50' 100'

DRAWING NUMBER: PLN-A2

SHEET NUMBER: 2 OF 4

June 23, 2011

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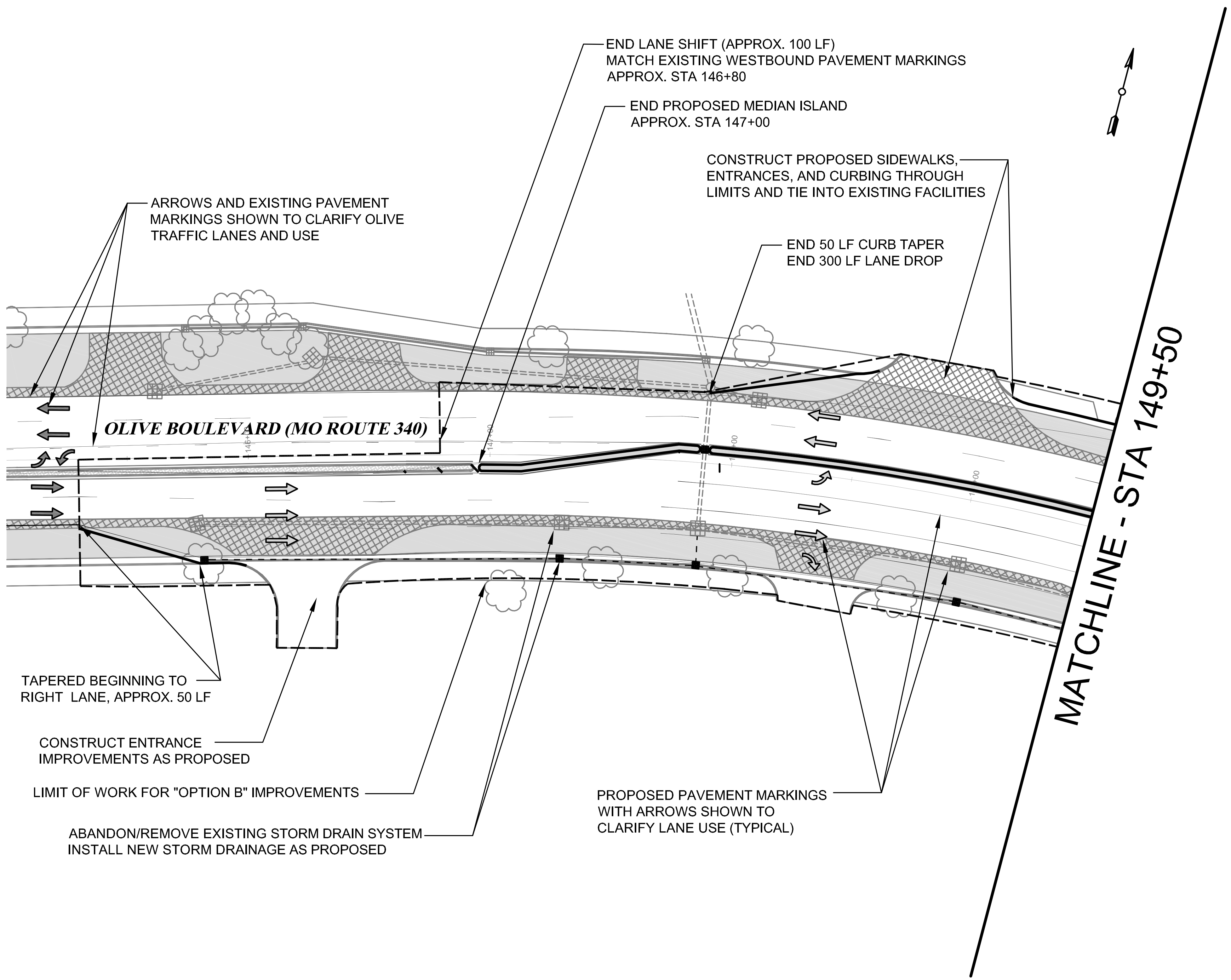

May 24, 2011

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REVISIONS

REV.	DATE	DESCRIPTION	SHEET #

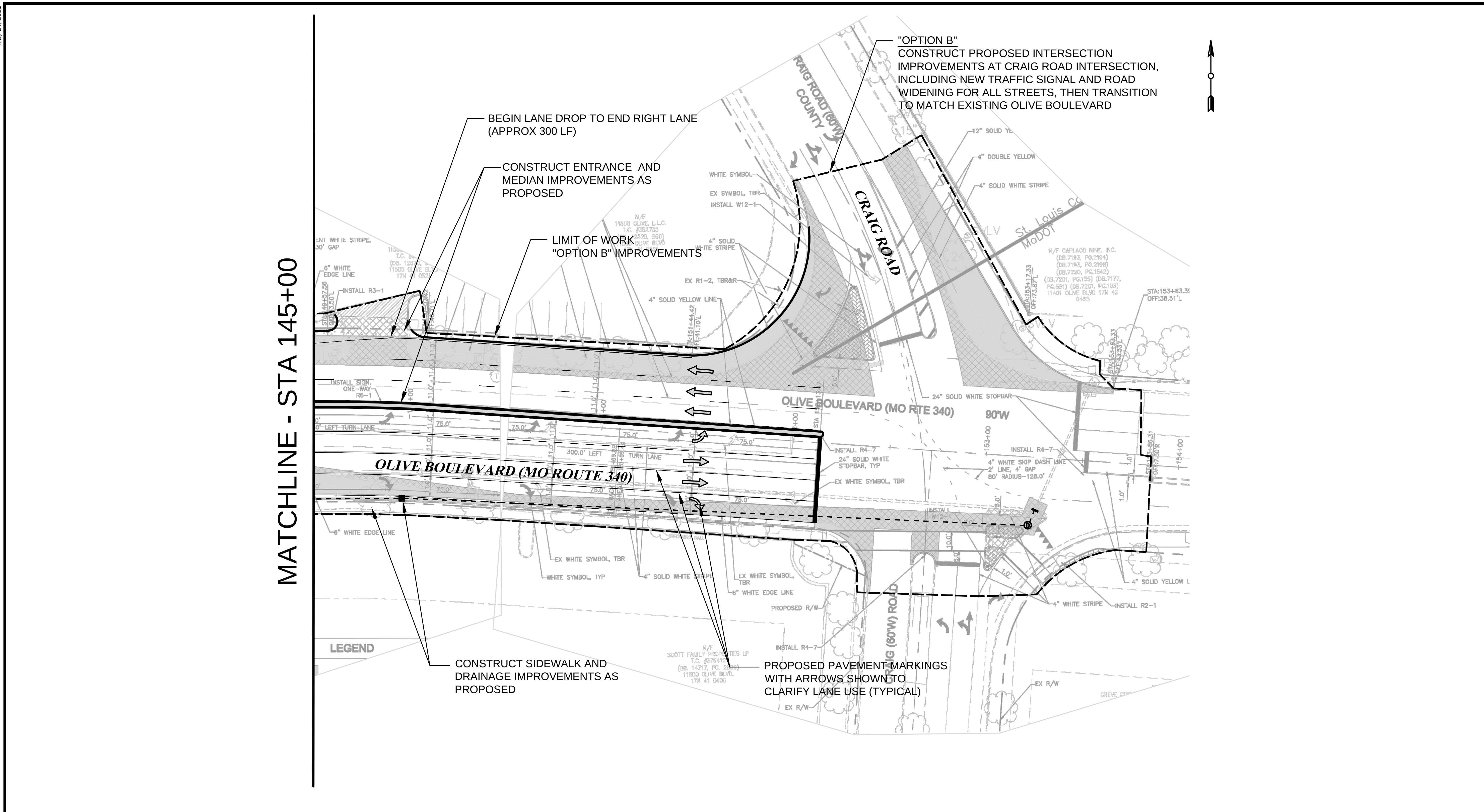
DESIGNED BY: MRW
DRAFTED BY: MRW
APPROVED BY:

PROJECT NAME:
CONCEPTUAL PROJECT ALTERNATIVES
OLIVE BOULEVARD TDD PHASE 1 IMPROVEMENTS

DRAFT STATUS: CONCEPT
DATE: MAY 24, 2011

CITY OF CREVE COEUR, MO. 1949

DRAWING TITLE: OPTION "B" SKETCH
DRAWING SCALE: 0 25' 50' 100'
DRAWING NUMBER: PLN-B1
SHEET NUMBER: 3 OF 4



REVISIONS			
REV.	DATE	DESCRIPTION	SHEET #

DESIGNED BY: MRW
DRAFTED BY: MRW
APPROVED BY:

PROJECT NAME:
CONCEPTUAL PROJECT ALTERNATIVES
OLIVE BOULEVARD TDD PHASE 1 IMPROVEMENTS

DRAFT STATUS: CONCEPT
DATE: MAY 24, 2011

CITY OF CREVE COEUR, MO. 1949

DRAWING TITLE: OPTION "B" SKETCH
DRAWING NUMBER: PLN-B2
DRAWING SCALE: 0 25' 50' 100'
SHEET NUMBER: 4 OF 4

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Preliminary Quantity and Cost Estimate

5/24/2011

Alternative A: Old Ballas and Olive Intersection with Associated Road Widening

Olive Boulevard TDD Phase 1 Improvements

Construction Items

Item Number	Item Name	Unit	Quantity	Unit Cost	Item Cost
201-99.02	Tree Removal	EA	20	$ 800.00	$ 16,000.00
203-50.00	Unclassified Excavation	CY	990	$ 40.00	$ 39,600.00
403-01.03	Superpave 12.5mm Level 2	TON	710	$ 90.00	$ 63,900.00
407-10.05	Tack Coat	GAL	670	$ 5.00	$ 3,350.00
502-11.12	12" Nonreinforced Concrete Pavement	SY	3,026	$ 95.00	$ 287,470.00
604-10.50	Fencing	LF	0	$ 40.00	$ -
604-20.10	Adjust Inlet to Grade	EA	2	$ 600.00	$ 1,200.00
604-20.20	Adjust Manhole to Grade	EA	7	$ 600.00	$ 4,200.00
608-10.00	Doweled-On Concrete Median and Islands	SY	125	$ 100.00	$ 12,500.00
608-10.10	Concrete Sidewalk Ramp	SY	105	$ 85.00	$ 8,925.00
608-50.05	Bituminous Concrete Driveway	SY	0	$ 50.00	$ -
608-50.06	Concrete Driveway Apron	SY	155	$ 70.00	$ 10,850.00
608-60.04	Concrete Sidewalk, 4"	SY	815	$ 35.00	$ 28,525.00
609-10.10	Type "S" Curb	LF	150	$ 25.00	$ 3,750.00
609-10.51	6" Vertical Curb and Gutter	LF	584	$ 30.00	$ 17,520.00
609-20.11	6" Integral Curb	LF	0	$ 10.00	$ -
613-10.14	Sawcut	LF	1,590	$ 5.25	$ 8,347.50
614-30.20	Precast Drop Inlet Type D	EA	6	$ 2,500.00	$ 15,000.00
614-30.21	Grate Inlet	EA	1	$ 2,000.00	$ 2,000.00
614-40.00	Convert Inlet to Manhole	EA	3	$ 1,500.00	$ 4,500.00
622-10.01	Coldmilling Bituminous Pavement	SY	3,635	$ 4.00	$ 14,540.00
720-10.00	Retaining Wall	SF	230	$ 40.00	$ 9,200.00
726-14.15	15" Reinforced Concrete Pipe	LF	440	$ 50.00	$ 22,000.00
803-40.00	Sodding	SY	400	$ 10.00	$ 4,000.00
804-99.05	Topsoil	SY	400	$ 2.00	$ 800.00
xx	Traffic Signals	EA	1	$ 250,000.00	$ 250,000.00

Construction Items Subtotal:	**$ 828,177.50**
Minor Items Contingency (5% of Construction Items):	$ 45,000.00
Construction Items Total:	**$ 873,177.50**

Lump-Sum Items

Item Number	Item Name	Unit	Quantity	Unit Cost	Item Cost
xx	Construction Staking	LS	1	$ 10,000.00	$ 10,000.00
xx	Traffic Control	LS	1	$ 80,000.00	$ 80,000.00
xx	Mobilization	LS	1	$ 26,000.00	$ 26,000.00
xx	Engineering Design and Construction-Phase Services	LS	1	$ 60,000.00	$ 60,000.00
xx	Project Management Services	LS	1	$ 25,000.00	$ 25,000.00
xx	Inspection Services	LS	1	$ 105,000.00	$ 105,000.00
xx	Utility Relocations and Permit Fees	LS	1	$ 30,000.00	$ 30,000.00
xx	Temporary Lane for Staging Plan	LS	1	$ 25,000.00	$ 25,000.00
xx	Night Work Premium	LS	1	$ 90,000.00	$ 90,000.00

Lump-Sum Items Subtotal: $ 451,000.00

Project Total: $ 1,324,177.50

Projection for 2012 Construction	Inflation (2%):	$ 27,000.00
	Total (2011 Construction):	**$ 1,351,177.50**

Preliminary Quantity and Cost Estimate
Alternative B: Intersection at Craig and Olive with Associated Road Widening
Olive Bouelvard TDD Phase 1 Improvements

Construction Items

Item Number	Item Name	Unit	Quantity	Unit Cost	Item Cost
201-99.02	Tree Removal	EA	20	$ 800.00	$ 16,000.00
203-50.00	Unclassified Excavation	CY	1,440	$ 40.00	$ 57,600.00
403-01.03	Superpave 12.5mm Level 2	TON	920	$ 90.00	$ 82,800.00
407-10.05	Tack Coat	GAL	880	$ 5.00	$ 4,400.00
502-11.12	12" Nonreinforced Concrete Pavement	SY	2,647	$ 95.00	$ 251,465.00
604-10.50	Fencing	LF	150	$ 40.00	$ 6,000.00
604-20.10	Adjust Inlet to Grade	EA	2	$ 600.00	$ 1,200.00
604-20.20	Adjust Manhole to Grade	EA	6	$ 600.00	$ 3,600.00
608-10.00	Doweled-On Concrete Median and Islands	SY	250	$ 100.00	$ 25,000.00
608-10.10	Concrete Sidewalk Ramp	SY	130	$ 85.00	$ 11,050.00
608-50.05	Bituminous Concrete Driveway	SY	45	$ 50.00	$ 2,250.00
608-50.06	Concrete Driveway Apron	SY	275	$ 70.00	$ 19,250.00
608-60.04	Concrete Sidewalk, 4"	SY	725	$ 33.00	$ 23,925.00
609-10.10	Type "S" Curb	LF	0	$ 25.00	$ -
609-10.51	6" Vertical Curb and Gutter	LF	1,010	$ 30.00	$ 30,300.00
609-20.11	6" Integral Curb	LF	1,010	$ 10.00	$ 10,100.00
613-10.14	Sawcut	LF	1,680	$ 5.25	$ 8,820.00
614-30.20	Precast Drop Inlet Type D	EA	6	$ 2,500.00	$ 15,000.00
614-30.21	Grate Inlet	EA	2	$ 2,000.00	$ 4,000.00
614-40.00	Convert Inlet to Manhole	EA	2	$ 1,500.00	$ 3,000.00
622-10.01	Coldmilling Bituminous Pavement	SY	6,150	$ 4.00	$ 24,600.00
720-10.00	Retaining Wall	SF	100	$ 40.00	$ 4,000.00
726-14.15	15" Reinforced Concrete Pipe	LF	673	$ 50.00	$ 33,650.00
803-40.00	Sodding	SY	550	$ 10.00	$ 5,500.00
804-99.05	Topsoil	SY	550	$ 2.00	$ 1,100.00
xx	Traffic Signals	EA	1	$ 250,000.00	$ 250,000.00

Construction Items Subtotal:	**$ 894,610.00**
Minor Items Contingency (5% of Construction Items):	$ 45,000.00
Construction Items Total:	**$ 939,610.00**

Lump-Sum Items

Item Number	Item Name	Unit	Quantity	Unit Cost	Item Cost
xx	Construction Staking	LS	1	$ 10,000.00	$ 10,000.00
xx	Traffic Control	LS	1	$ 80,000.00	$ 80,000.00
xx	Mobilization	LS	1	$ 30,000.00	$ 30,000.00
xx	Engineering Design and Construction-Phase Services	LS	1	$ 60,000.00	$ 60,000.00
xx	Project Management Services	LS	1	$ 25,000.00	$ 25,000.00
xx	Inspection Services	LS	1	$ 115,000.00	$ 115,000.00
xx	Utility Relocations and Permit Fees	LS	1	$ 35,000.00	$ 35,000.00
xx	Temporary Lane for Staging Plan	LS	1	$ 30,000.00	$ 30,000.00
xx	Night Work Premium	LS	1	$ 95,000.00	$ 95,000.00

Lump-Sum Items Subtotal: $ 480,000.00

Project Total: $ 1,419,610.00

Projection for 2012 Construction	Inflation (2%):	$ 30,000.00
	Total (2011 Construction):	**$ 1,449,610.00**

INTEROFFICE MEMORANDUM

Date: June 27, 2011

To:	Mark Perkins, City Administrator
From:	Jaysen Christensen, Assistant to the City Administrator
Subject:	2010 Census and Redistricting Data

Background

After each 10-year federal census, the City is required to review the census population counts for each ward and establish ward boundaries by ordinance such that equal representation is ensured (City Charter, Section 10.6).

Substantial equality among voting districts must be ensured to comply with the Equal Protection Clause of the Fourteenth Amendment. Mathematically, this has been interpreted that there cannot be a total deviation of more than 10% between the populations of the largest and smallest wards.

Additionally, the federal Voting Rights Act prohibits the denial or abridgement of the right to vote of a class of citizens due to race or color, or being a member of a language minority. Voting district boundaries should not be established to dilute the voting power of a minority group.

The attached article from the May 2011 edition of the MML Review provides additional information about redistricting.

2010 Census Figures

The 2010 federal Census reports that Creve Coeur's population increased 5.9% over the past 10 years, from 16,846 residents in 2000 to 17,833 in 2010. Ward 3 experienced the most growth with an increase of 8.6%, while Ward 1 experienced the least amount of growth with an increase of 3.4%.

	Population 2000 Census	Population 2010 Census	Percentage Change
Ward 1	4132	4272	3.4%
Ward 2	4134	4379	5.9%
Ward 3	4230	4592	8.6%
Ward 4	4350	4590	5.5%
City Total	**16846**	**17833**	**5.9%**

Voting Equality

As stated above, total deviation (i.e. deviation between the largest and smallest wards) should not be more than 10%. Using the 2010 Census figures, the total deviation in the City of Creve Coeur is 7.2%, which is in compliance with the Equal Protection Clause.

Each ward's deviation from the ideal ward population of 4,458 (i.e. total city population of 17,833 divided by the 4 wards) is provided in the table below. For example, the population of Ward 1 is 4.2% below the ideal population of 4,458 while the populations of Wards 3 and 4 are 3% above the ideal population.

	Population 2010 Census	Deviation
Ward 1	4272	-4.2%
Ward 2	4379	-1.8%
Ward 3	4592	3.0%
Ward 4	4590	3.0%
City Total	**17833**	

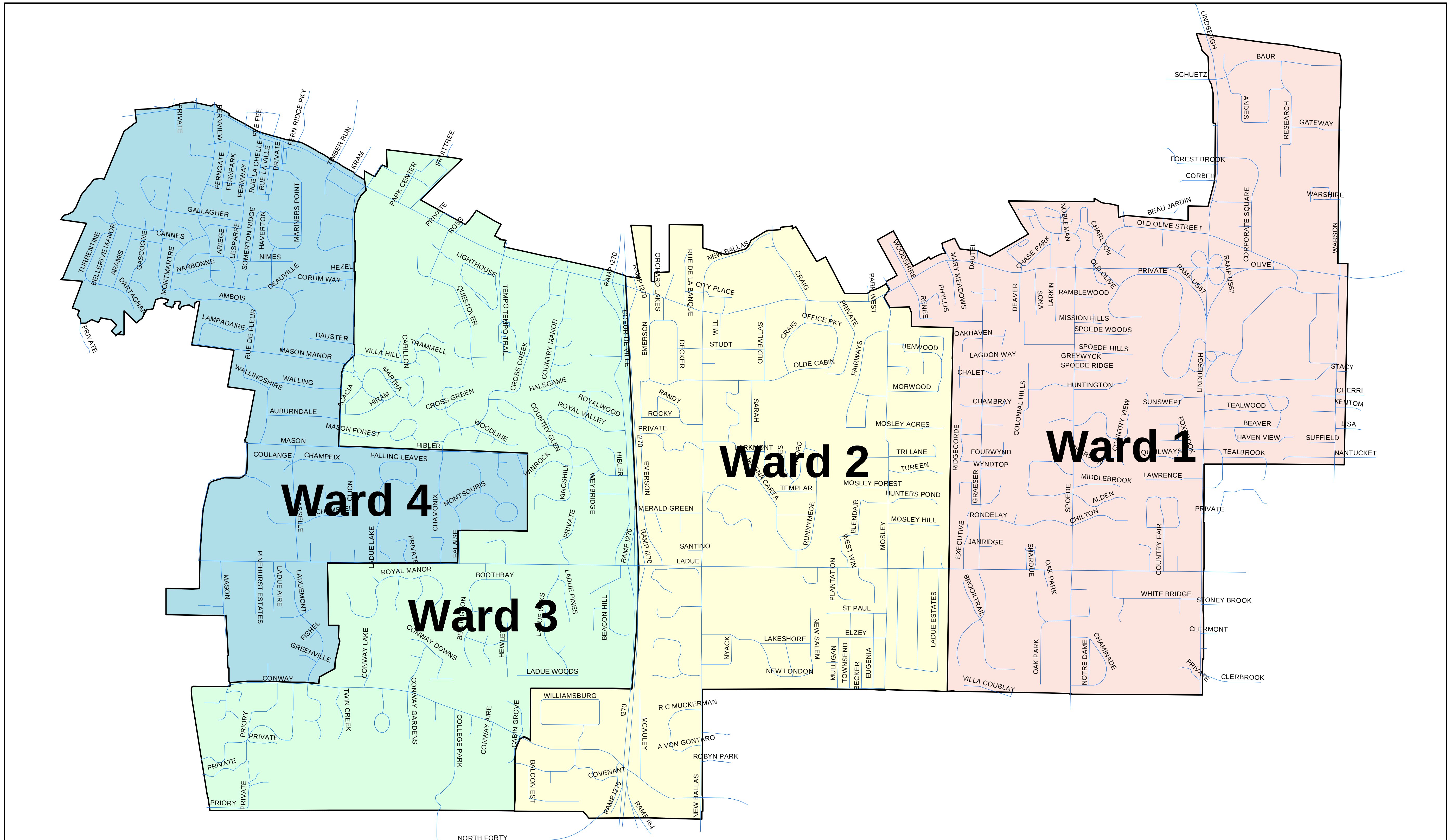
Ward demographics based on the 2010 Census are provided in the table below. Wards 3 and 4 have the highest concentrations of minority populations. The figures do not suggest that minority populations do not have equal opportunity to participate in the political process.

	Total Population	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian & Other Pacific Islander alone	Some Other Race alone	Two or More Races
Ward 1	4272	3409	113	262	5	390	1	4	88
Ward 2	4379	3632	116	230	5	291	2	9	94
Ward 3	4592	3454	107	423	10	530	0	6	62
Ward 4	4590	3441	125	349	11	587	0	16	61
City Total	**17833**	**13936**	**461**	**1264**	**31**	**1798**	**3**	**35**	**305**

Recommendation
Current ward boundaries are in compliance with the standards. It is recommended that the current ward boundaries be reestablished and that all citizens remain in their current wards in order to avoid unnecessary public confusion.

Unless directed otherwise, staff will present an ordinance to the City Council to ratify the existing boundaries at next Council meeting.

Attachments:
- MML Article
- Current Ward Map



CITY OF CREVE COEUR, MO. 1949

City of Creve Coeur, Missouri

Ward Boundary Map

- Ward 1
- Ward 2
- Ward 3
- Ward 4

Last Revision,
Ordinance No. 2149
September 10, 2001

0 1,550 3,100 Feet

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REDISTRICTING IN 2011:
A BRIEF SUMMARY FOR LOCAL GOVERNMENT OFFICIALS

by William Geary

In 2011 most Missouri cities will play the decennial game of redistricting. Except it's no game. The serious business of representation on city councils and boards of aldermen for the next 10 years will be faced in community meetings and reflected in new ordinances throughout Missouri.[1]

The act of redistricting is simply drawing lines to define the neighborhoods from which local legislators are elected. Contrast this with reapportionment, the act of determining the number of districts within the political subdivision.

Maps are based upon redistricting data files that the Census Bureau released in late February.[2] The information is publicly available, which allows interest groups like neighborhood associations to suggest detailed maps. Information on the population of census tracts or other voting districts defined for the Census Bureau will tell people not just the population, but many demographic characteristics of that population such as race.

How a map is drawn can influence whether all residents are fairly represented and how elected officials respond to the community's needs. A map can encourage vibrant and engaged voter participation or stack the deck against some residents. As observed by President Lyndon Johnson at the signing of the Voting Rights Act of 1965: "This right to vote is the basic right without which all others are meaningless. It gives people, people as individuals, control over their own destinies."[3]

The process used by a city to redistrict may depend upon the cohesiveness or segmentation of a city's population. A community with a relatively homogeneous population may find redistricting a noncontroversial job. But in cities where the population is more diverse,[4] redistricting can be a time of suspicion and distrust. Consequently, the more open the process the more likely citizens will view the process as fair, even if they disapprove of the final map.

Processes For Redistricting

The process for redistricting a city is not mandated by federal or Missouri law, although a city charter or ordinances may provide a guide. A city, town or village may use a citizen redistricting committee, or the elected officials may simply assume the responsibility for redistricting without a citizen workgroup, relying on staff members or consultants for assistance. If a city uses a citizen redistricting committee, the appointed members may recommend to the council or board of aldermen one or more maps for consideration by the elected officials. Kansas City used a citizen redistricting commission in the 2010 redistricting before its 2011 municipal election. The commission recommended three maps; the city council adopted one of the three recommended maps without amendment.

Some cities may have detailed directions for drawing lines. For example, the Independence city charter mandates four districts established by dividing the City's population in half, then dividing those two halves into equal (or as nearly equal as possible) districts by drawing a perpendicular line through the first dividing line. [5] Joplin defines its zones by voting precincts, prohibiting split precincts.[6] The most common criteria imposed for cities is that districts, wards or zones be composed of compact and adjacent territory.[7] Although the enabling statutes for third and fourth class cities do not include these requirements,[8] the courts use these criteria as a measure of the validity of maps. Long ago the Missouri Supreme Court gave the reason for this requirement:

> It has been stated that the purpose of these requirements was "to guard, as far as practicable, under the system of representation adopted, against a legislative evil, commonly known as the 'gerrymander,' and to require the Legislature to form districts, not only of contiguous, but of compact or closely united, territory."[9]

Those local governments using an at-large system without district, ward or zone elected officials are, of course, not involved in the redistricting process since the city or village is a single voting district.

One Person – One Vote

The primary purpose of the map is to insure that one person's vote carries the same weight as any other person's vote. However, protecting the constitutional principle of one-person one-vote[10] is not simply an arithmetic problem. A city can protect or denigrate the interests of segments of our society by how we draw these maps.

Congress enacted the Voting Rights Act to protect the principle of one-person one-vote, and to combat the subtle – and not so subtle – means of denying groups of people real political power. The Act provides:

> A violation of [the Act] is established if, based on the totality of circumstances, it is shown that the political processes leading to nomination or election in the state or political subdivision are not equally open to participation by members of a class of citizens protected by [the Act] in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice.[11]

A city can help avoid a challenge to its districts by using standard redistricting criteria, although standard redistricting criteria does not guarantee a lawful map. Standard criterion includes (1) population equality; (2) compact districts of contiguous territory; (3) retention of neighborhood boundaries; (4) retention of precinct boundaries; (5) retention of other community of interests; (6) desire to retain historic boundaries; and (7) consideration of incumbency.

The Apportionment Clause of the United States Constitution requires that congressional districts be as equal as possible.[12] The Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, however, governs the constitutionality of cities' districts. To comply, local districts, wards or zones must have "substantial equality of population among the various districts."[13] This has come to mean a deviation of not more than 10 percent between the largest and smallest districts, absent evidence of intentional discrimination. Simple arithmetic establishes the deviation.

Assume a city has 20,000 residents and four wards. Ideally, each district would have 5,000 residents. (20,000 people ÷ 4 wards = 5,000 people per ward) Now assume the city's four wards have the following population: Ward 1 – 4,875; Ward 2 – 4,600; Ward 3 – 5,275; Ward 4 – 5,250. The deviation for each ward is a comparison to the perfect district; in this example that is 5,000 people. This formula is used: (Current Population ÷ Ideal Population) - 1 = Deviation.

The total deviation, the critical number, is the sum of the absolute value of the deviation of the smallest district, Ward 2, and the deviation of the largest district, Ward 3. With a deviation of 13.5% (|-8%| + 5.5% = 13.5%) the map fails to meet the one person – one vote measure. Unless unusual circumstances exist, a challenge to the district will be successful; the city should draw another map.

Ward	Population	Deviation
1	4,875	-2.50%
2	4,600	-8.00%
3	5,275	5.50%
4	5,250	5.00%

The goal of redistricting is equality and setting out to draw a map with a 10 percent deviation is a dangerous approach. Without a proper justification, using a 10 percent deviation as the goal of redistricting shortchanges the residents and risks a legal challenge by an affected protected group. The better approach is to use traditional redistricting criteria then determine the deviation to ensure equality.

It is important to remember that members of a city council or board of aldermen represent people, not voters. Who is counted includes all persons living in a city on the Census Day, April 1, 2010. Homeless people are counted where they sleep. Persons in the United States without proper immigration status are included in the count. Children are included. Persons prohibited from voting are counted. The Census counts all people, not just eligible voters. Even if there is a large difference between voting aged people in districts that are substantially equal in total population, a city may continue to use total population figures.[14]

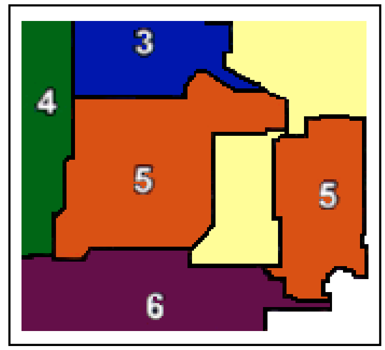
Compact Districts Of Adjacent Territory

Districts should be compact and composed of adjacent territory. There is no definitive means of determining whether a district is properly compact. There are recognized statistical methods of measuring compactness, each emphasizing a different aspect of an area's geography. There are, however, indicators of gerrymandering that can raise the sensibilities of those drawing the maps.[15]

The concept of adjacent property can be a challenge in some areas. Using Kansas City as an example, there are other cities whose city limits bisect Kansas City or are wholly surrounded by Kansas City. For many years, Kansas City has understood the requirement that property be adjacent be applied by removing the other jurisdictions from consideration. For example, the Fifth District in Kansas City is bisected by the city of Raytown. In an attempt to retain other important interests, such as neighborhood and school district cohesiveness, the Fifth District moves east, rather than south. Remove Raytown from the map and the fifth district is adjacent.[16]

The retention of special boundaries is an important goal in redistricting. Although most often described as keeping together people with the same general interests, there are a number of considerations that may arise. As already seen, Joplin requires voting precincts be within a single district. Splitting voting districts obviously increases the time and expense of the election authorities to conduct municipal elections by requiring separate ballots for the same precinct. The retention of these types of political boundaries is an important consideration and may help explain the deviation between districts.[17]

In cities with diverse neighborhoods, keeping those areas together may be important. Depending upon the nature of a neighborhood, school attendance areas may also reflect people



with common interests. Although the racial make-up of a voting district is important, diversity for neighborhoods is not limited to racial considerations. Economic interests, neighborhood history and cultural ties may be important facets of the map.

If possible, a city may draw districts to reflect the preferences of voters. Thus, placing more than one incumbent in the same new district should be avoided if possible. Because of the opportunity to justify a deviation between districts of up to 10 percent, this factor can be respected. But the consideration of incumbency is a unique factor. Notice this is far different from drawing a "safe" district for an incumbent; this is the recognition of voter preference in two or more different districts. Avoiding competition among incumbents is also the least important of the traditional factors.

Voting Rights Act Of 1965

For many cities, the Voting Rights Act of 1965 must be considered when drawing wards, districts or zones. The Act invalidates any "voting qualification or prerequisite to voting or standing, practice or procedure" that results in a denial or abridgement of the right to vote because of race or color, or because a person is a member of a language minority.[18] The protections guaranteed by the Act are directly implicated by redistricting:

> A violation of subsection (a) is established if, based on the totality of circumstances, it is shown that the political processes leading to nomination or election in the state or political subdivision are not equally open to participation by members of a class of citizens protected by subsection (a) in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice.[19]

When the following three factors

all exist, districts are almost certainly improperly drawn because they unlawfully dilute the voting power of a minority group.[20]

(1) A minority group is sufficiently large and geographically compact to constitute a majority in a single-member district; and

(2) the minority group is politically cohesive; and

(3) the white majority votes as a bloc to enable it to defeat a minority group's preferred candidate.

Although these factors are not sufficient to unqualifiedly establish a violation of Section 2 of the Act without a case-by-case determination of unique local circumstances, it seems few cases fail to find vote dilution if the three factors are established.

Minority Population. The first of the three factors, known as the *Gingles* factors after the U.S. Supreme Court decision in which they were announced,[21] may be the easiest to address. To apply the first factor two elements must be addressed: the number of people in the identified minority group and where those people live. Additionally, the number of wards and persons elected must be considered.

Another example may be useful. The 2010 Census reflects the following for Missouri's three largest cities:

City	Total	White	African American	Other Races	Two or More Races	Hispanic of any Race
Kansas City	459,787	272,305	137,540	35,361	14,581	45,953
St. Louis	319,294	140,267	157,160	14,305	7,562	11,130
Springfield	159,49	14526	6,524	6404	5.044	5,851

Kansas City is divided into six districts, St. Louis into 28 wards, and Springfield into 4 zones. Consequently, the size of the ideal districts for each city is 76,631; 14,403; and 39,874 respectively.

In St. Louis, clearly, African American residents may have a right to a district map that reflects their contribution to the total population of the City. The African American population in St. Louis is the largest racial group in the City. Only if every third dwelling unit within Kansas City was occupied by African American families could it be said that the City was so fully integrated that the geographic distribution of African American families eliminates a Voting Rights Act analysis of Council districts. That is simply not the case; there are areas where the African American population is geographically compact and can constitute a majority in a district. In Springfield, the African American population is not large enough to constitute a majority in any zone.

The interests of persons of Hispanic heritage also are protected by the Voting Rights Act. Consider the recent Census information for Carthage:

Census	Total	White	African American	Other Races	Two or More Races	Hispanic of any Race
2010	14,378	10,581	222	3,092	483	3,685
2000	12,688	10,984	195	1,204	285	1,589

In Carthage, councilmembers are elected from five wards. The ideal district is 2,876 people, about one-third less than the total Hispanic population. This highlights the need to carefully consider the reasons for changes in population. According to the 2010 Census the Hispanic residents of Carthage make up 25.63 percent of the population, while the 2000 Census reflected a 12.52 percent share of the total population of the City. In 2000, the Hispanic population barely met the first element of the first *Gingles* factor – sufficiently large to constitute a majority in a ward. But now, possibly for the first time, considerations brought about by the Voting Rights Act may come into play as new ward lines are drawn.

In addition to size, location is important. A minority population dispersed throughout the city may not be suitable for consideration under the Voting Rights Act because compact districts could not be drawn to include sufficient population to elect the group's preferred candidates. But if there is a concentration of those residents and their potential voting strength is not considered, the district map can be subject to challenge.

The following charts show the same city with a population of 5,000 people. Each dot represents 100 residents; the red dots reflect African American residents and the black dots represent White residents. African Americans represent 30 percent of the population and there are four wards. Chart 1 the map with square districts divides the minority population in the northern part of this hypothetical city so that no district contains a large enough group of African American residents to elect a preferred candidate. But Chart 2 shows how the city could be divided into four wards where the African American population is powerful enough to elect a preferred candidate in one of the four wards.

Chart 1 is an example of "cracking." This is a technique that divides a substantial minority population so that its ability to elect preferred candidates does not reflect its actual political power. A second technique, "packing," develops a highly concentrated minority population into a single district that dilutes the voting power of the group in the remaining districts. One of the most obvious ways to discern this problem is the use of racial gerrymandering. Chart 3 shows the same hypothetical city with a packed district.

Political Cohesion. It is not enough that a racial or ethnic minority group meet the first *Gingles* factor. The group must be politically cohesive, that is, the political interests of the members of the group are expressed through general support of the same candidates.

White Bloc Voting. To implicate the protections of Section 2 of the Voting Rights Act, there must also be White bloc voting that is able to defeat the minority group's preferred candidate. This ability to defeat a preferred candidate is the essence of a vote dilution claim. For example, in our hypothetical city assume the great majority of African

Chart 1

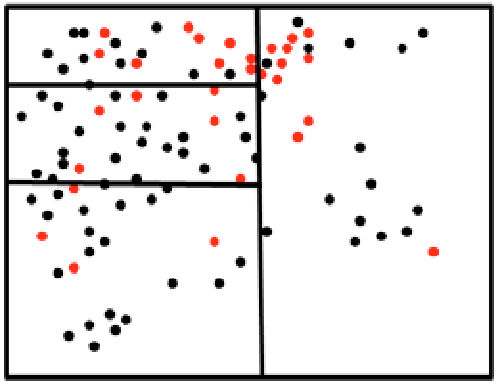


Chart 2

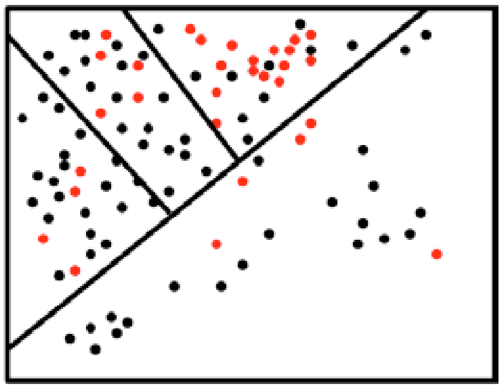
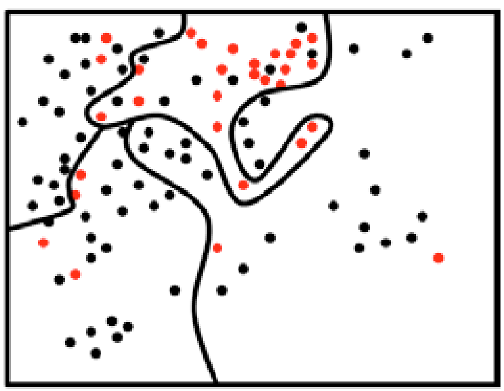


Chart 3



American people prefer a certain type of candidate, for example, someone who believes in emphasizing neighborhood improvement. But most of the White majority prefers emphasizing commercial and industrial development. The first map is drawn in a way that the political influence of 30 percent of the population is irrelevant to the elections. The Voting Rights Act may require a new map.

Racial And Ethnic Considerations

Drawing maps intentionally reflecting racial or ethnic considerations is not always unlawful because redistricting differs from other kinds of state decisionmaking in that the legislature always is *aware* of race when it draws district lines, just as it is aware of age, economic status, religious and political persuasion, and a variety of other demographic factors. That sort of race consciousness does not lead inevitably to impermissible race discrimination.[22]

Sometimes this consideration can be the by-product of attempts to draw compact districts containing residents with the same interests and reflecting historical neighborhood boundaries. Concentrating a group of people within such district may not reflect vote dilution. However, when the map reveals gerrymandering based on race, the likelihood of a court invalidating the map is great.

The invalidity of the map will flow from the subordination of traditional redistricting principles to race. Said another way:

> A redistricting plan violates the equal protection clause only if race is the predominant factor in placing voters within or outside of a particular district. Strict scrutiny does not apply where . . . race was merely a factor in redistricting.[23]

Be mindful that our system assumes people living within specified geographical areas have more common interests to be considered in relationship to their government than do people who do not live in the same geographical area. That is, schools, housing, public infrastructure, public safety, neighborhood parks, and other similar interests are given priority over the interests of non-geography based interests. This is a reason the Voting Rights Act requires a minority group to establish its geographical compactness within the political subdivision.

Conclusion

For a vote to count *for* something, it must have the potential to *affect* something. Non-competitive districts lead to the question "Why vote?" That question is a warning that people are detached from their government. Traditional redistricting factors will guide a city through the redistricting process, helping it support its map. A deviation of less than 10 percent between the largest and smallest districts will help, although not guarantee, a lawful map. Finally, Section 2 of the Voting Rights Act must be considered when the three *Gingles* factors are present.[24] ❑

William Geary is deputy city attorney of Kansas City. He is a past president of the Missouri Municipal Attorneys Association and is designated a Local Government Fellow by the International Municipal Lawyers Association.

You may request a copy of the footnotes for this article by calling Missouri Municipal League at 573-635-9134 or e-mail to info@mocities.com.

city of **CREVE COEUR**

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www.creve-coeur.org

DATE: June 21, 2011

TO: Honorable Mayor and City Council Members
Mark Perkins, City Administrator

FROM: Paul Langdon, AICP, Director of Community Development

SUBJECT: Smoking shelters

BACKGROUND

Prior to passage of Ordinance #5158, that prohibits smoking in all enclosed public spaces, a commercial property owner could request a building permit to construct a small accessory building on the property exclusively for the use of smokers. In July of 2010, the property at 600 Emerson Road was found to have the shelter shown in the photograph at right although no permit had been obtained. This shelter is also located between the building and the street which cannot be permitted in any zoning district.

Immediately prior to the property owner correcting the violations, however, St. Louis County voters approved anti-smoking legislation followed shortly by passage of Ordinance #5158 in Creve Coeur. The immediate impact upon the situation at 600 Emerson Road was that the smoking shelter could no longer be issued a building permit for reconstruction in a compliant location because of the following:

SECTION 215.080: DEFINITIONS

ENCLOSED AREA: Any indoor space and any space bound by walls (with or without windows or doors) or similar partitions on at least three (3) sides that effectively divide space from the floor to ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and hallways, designed for human occupancy in which people congregate including for amusement, entertainment, eating, drinking, education, labor, or similar purposes, including, but not limited to, bars and restaurants.

PUBLIC PLACE: Any enclosed area or service line to which the public is invited or in which the public is permitted. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility. Outdoor areas are not "public places" as defined herein, other than service lines.

SECTION 215.090: PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES

B. No person shall engage in smoking in a public place or in a public meeting.

Specifically, an unsecured shelter meets the definition of an enclosed space and is a place where the public is permitted, so it falls within the reach of this ordinance and cannot be permitted. However, such places are not customarily used by all employees nor the general public, nor do they offer any other service beyond simple shelter. These shelters can also be located to satisfy all other requirements of Ordinance #5158 and the Zoning Code regulations affecting accessory buildings. Indeed, staff has heard from other commercial property owners that they wish to provide these shelters in the hope that it would increase compliance by giving smokers a more desirable location than adjacent to exterior doors of the principle building(s).

Given such limited size and usage, and given the larger interest in protecting public health, the Planning Division staff believe this is a reasonable accommodation that is in keeping with the purposes of the Zoning Code and is not burdensome on property owners since they are constructed with a voluntary permit application. Further, the proposed size and location limitations should avoid site over-crowding. The Building Division staff have also reviewed the proposed regulations and found that they do not conflict with the Building Code. It should be pointed out that these regulations are not zoning or building regulations *per se* but, to the extent that they affect actual construction on private property, their harmony with zoning and building laws is critical.

SUGGESTED AMENDMENT

Attached is a redline version of Ordinance #5158 that adds a definition of what a smoking shelter is and where one can be located, and then adds smoking shelters to the list of exceptions to the other limitations on smoking in public places. This amendment does not alter other requirements of the Municipal Code for accessory structures. The effect would be to provide property owners an opportunity to request building permits for these structures and, in the example cited above, the owners of 600 Emerson will have an opportunity to relocate the shelter they already own. Finally, a manufacturer's sample sheet is attached to show similar possible structures under this amendment.

Staff are available to answer any questions regarding this matter.

BILL NO. ____________ ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTIONS 215.080 TO 215.120 OF THE CREVE COEUR MUNICIPAL CODE REGARDING RESTRICTIONS ON SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT.

WHEREAS, on November 5, 2010 the Creve Coeur City Council enacted Ordinance No. 5158 regarding restrictions on smoking in public places and places of employment, and

WHEREAS, the City Council has determined it to be in the public interest to revise those restrictions,

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

SECTION 1. Sections 215.080 to 215.120 of the Creve Coeur Municipal Code are revised to read as follows:

SECTION 215.080: DEFINITIONS

As used in this Article, the following words shall have the meanings indicated:

BUSINESS: A sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.

EMPLOYEE: Any person who performs services for an employer, with or without compensation.

EMPLOYER: A person, partnership, association, corporation, trust or other organized group of individuals, including the City or other governmental body or any agency thereof, which utilizes the services of at least one (1) employee.

ENCLOSED AREA: Any indoor space and any space bound by walls (with or without windows or doors) or similar partitions on at least three (3) sides that effectively divide space from the floor to ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and hallways, designed for human occupancy in which people congregate including for amusement, entertainment, eating, drinking, education, labor, or similar purposes, including, but not limited to, bars and restaurants.

PERMANENTLY DESIGNATED SMOKING ROOM: A hotel or motel room that may be designated as a smoking room, with such designation being changeable only one (1) time per calendar year.

PLACE OF EMPLOYMENT: Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference rooms and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

PRIVATE CLUB: A not-for-profit organization incorporated or chartered by law for fraternal or social purposes, which has a defined membership and restricts admission to members of the club and their guests. Private club shall not include an establishment that is generally open to members of the general public upon payment of a fee or that has employees and meets the definition of place of employment. A private club shall not be considered a "public place" except when it is the site of a meeting, event or activity that is open to the public. A private club shall not be considered a "place of employment" by reason of the occasional use of independent contractors, such as caterers, that have their own employees, in the club's enclosed areas.

PUBLIC MEETING: A gathering in person of members of a governmental body, whether in open or closed session, as defined in Chapter 610, RSMo.

PUBLIC PLACE: Any enclosed area or service line to which the public is invited or in which the public is permitted. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility. Outdoor areas are not "public places" as defined herein, other than service lines.

SERVICE LINE: Any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money. A service line is a public place. People waiting inside their cars, such as in a drive-thru line, shall not be considered to be in a "service line" as defined herein.

SMOKING: Inhaling, exhaling, burning or carrying any ignited, lighted or heated cigarette, cigar, pipe or other smoking product, equipment or apparatus, involving tobacco or other plant material or nicotine in any form.

SMOKING SHELTER: An accessory structure that meets all applicable provisions of the zoning and building codes, with a maximum size of 200 square feet, that is detached from principal buildings, that is located more than twenty-five (25) feet from entrances, exits, operable windows and ventilation intakes of public places and places of employment, in which there is no service of food or beverages by employees, and that is no more than seventy-five (75) percent enclosed at any time. The percentage of enclosure shall be calculated based on the elevation area below the roof of all elevations. For calculation purposes, screens are not considered to be enclosures but louvers, windows and other solid materials qualify as enclosures. No other wall, fence, roof overhang or other obstruction of any kind may be located within five feet of the openings if they have the effect of blocking the free flow of air through the required opening.
(Ord. No. 5158 §1, 11-8-10)

SECTION 215.090: PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES

A. No person shall engage in smoking in any place of employment or any vehicle owned by the City of Creve Coeur.

B. No person shall engage in smoking in a public place or in a public meeting.

C. No person shall engage in smoking on any sidewalk, driveway or other open area within fifteen (15) feet of the entry to any place of employment, public place, or public meeting, provided that this prohibition shall not apply within any outside dining area where smoking is permitted by the proprietor.

D. No person shall dispose of smoking waste or place or maintain a receptacle for smoking waste in any area in which smoking is prohibited under this Article.

E. *Exceptions.* Notwithstanding any other provision of this Article to the contrary, the following shall not be subject to the smoking restrictions of this Article:

1. Private residences, not serving as places of employment or public places, and private vehicles;

2. Private clubs except for any such club which was not already open to its members within the City prior to January 1, 2011 which is also a place of employment and except for any such club regardless of when first open to members within the City when it is the site of a meeting, event or activity that is open to the public;

3. Permanently designated smoking rooms, not to exceed twenty percent (20%) of the guest rooms of the hotel or motel.

4. Smoking shelters.

(Ord. No. 5158 §1, 11-8-10)

SECTION 215.100: RESPONSIBILITIES OF PROPRIETORS, OWNERS AND MANAGERS

A. It shall be unlawful for any person, proprietor, owner, manager or person having control of a place knowingly to permit, cause, suffer or allow any other person to violate the provisions of this Article. It shall be an affirmative defense to an alleged violation of this Section that the person having control of a place has asked the other person to comply with this Article and caused the person to leave the establishment if that person has failed or refused to comply (including by enlisting the assistance of law enforcement personnel if required).

B. A proprietor, owner, manager or person having control of a place shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) near all entrances to a place where smoking is prohibited pursuant to this Article. Such signage shall consist of letters not less than one (1) inch in height.

C. It shall be the responsibility of employers to provide smoke-free places of employment for all employees. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.110: DECLARATION OF ESTABLISHMENT AS NON-SMOKING

A. Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a non-smoking place. No person shall smoke in places so declared and posted with signs pursuant to Section 215.100.

B. Nothing in this Article shall be construed or applied in such a manner as to interfere with or prohibit a property owner, business operator or public entity from more broadly prohibiting smoking on or about their property or from prohibiting smoking in areas, at times, or under conditions which do not fall within the prohibitions established by this Article. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.120: ENFORCEMENT

The authority to administer and enforce the provisions of this Article is vested with the Chief of Police and his/her duly authorized representative(s) except in the case of City-owned facilities wherein the City Administrator shall have the authority to administer and enforce the provisions of this Article. (Ord. No. 5158 §1, 11-8-10)

SECTION 2: This Ordinance shall take effect in accordance with Section 3.11(g) of the Charter.

ADOPTED THIS ______ DAY OF __________________, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF __________________, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

EXAMPLE SHELTERS BY HANDI-HUT, INC.

OUTDOOR SMOKING SHELTERS

OUTDOOR SMOKING SHELTERS - DOME ROOF

OUTDOOR SMOKING SHELTERS - BARREL ROOF

OUTDOOR SMOKING SHELTERS - VENTED AIR-FLOW POLY-HIP ROOF

OUTDOOR SMOKING SHELTERS - STANDING SEAM HIP ROOF

OUTDOOR SMOKING SHELTERS - HISTORICAL ROOF

Ballwin/Creve Coeur Reciprocal Golf Program
July 1-December 31, 2011

Purpose of the program is to promote and increase rounds of golf played at the Ballwin Golf Course as well as the Creve Coeur Municipal Course by allowing residents of both cities resident green fee rates at the others' course.

Beginning July 1, 2011:

- Creve Coeur residents displaying a current Creve Coeur resident ID card at the Ballwin Golf Shop will receive the following rates for play at the Ballwin Golf Course

  Weekdays-$12
  Weekends-$13
  Senior/Junior (62+ and 17-)-$10

- Ballwin residents will display a driver's license with current address and an unpaid utility bill to the Creve Coeur golf shop attendant at which time they will be issued a temporary CC facility card. The temporary card, along with a picture id, will then be honored upon subsequent visits for resident golf rates for the remainder or 2011. Rates are as follows:

  Weekdays-$10
  Weekends-$11
  Senior/Junior (60+ and 17-)-$9

- Both the Creve Coeur and Ballwin Golf Course pro shops will maintain a record of rounds of play by the other city's residents which shall be provided to the other city upon request.

- Both clubs agree to publicize the program to their residents through their website, notices in the golf pro shop, e-mail blasts, social media and other common methods of advertising for the club.

- A review of the program will be conducted at the conclusion of the year to determine if the program will be continued in 2012. In the meantime, it will be important for both clubs to report problems to the other throughout the season.