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**CORRECTED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, July 11, 2011
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

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 for July 25, 2011 has been cancelled.

1. CONSENT ORDINANCE READINGS

- a. 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". Final 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.

2. CONSENT AGENDA

- a. Council Minutes dated June 27, 2011**

- b. 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". Final Passage**

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.



CITY OF CREVE COEUR – CORRECTED AGENDA
CITY COUNCIL MEETING
Monday, July 11, 2011
7:00 PM

BILLS PAYABLE REPORT

For Information only

Summary: A report of bills payable dated July 6, 2011 in the amount of \$583,493.62 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 3. 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. 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. Planning and Zoning recommended approval at the June 6, 2011 meeting. Deferred from the Council meeting of June 27, 2011.

- 4. 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. Final Reading and Passage**

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.

NEW BUSINESS

- 5. Bill No. 5319 - An Ordinance Repealing Ordinance Number 4085 And Authorizing The Issuance Of A New Conditional Use Permit For Granite City Food And Brewery Restaurant Located At 11411 Olive Boulevard. First Reading**



CITY OF CREVE COEUR – CORRECTED AGENDA
CITY COUNCIL MEETING
Monday, July 11, 2011
7:00 PM

Summary: An application was submitted by Mr. Nick Fox of Fox Consulting, Inc., on behalf of Granite City Food and Brewery, to amend Ordinance #4085 to allow the expansion of the bar and installation of an outdoor patio at the existing restaurant at 11411 Olive Boulevard. Under Section 405.360(C), all eating and drinking places in the “CB”, Commercial zoning district requires the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Planning and Zoning Commission recommended approval at its July 5, 2011 meeting.

6. Bill No. 5320 - An Ordinance Approving A Final Subdivision Plat (Plat 4) For Lots 1, 2, 3 And 4 In The Enclave Bellerive Subdivision, And A Final Subdivision Plat (Plat 5) For Lots 34 And 36 In The Enclave Bellerive Subdivision, City Of Creve Coeur, St. Louis County, Missouri And Containing And Emergency Clause. First Reading

Summary: An application has been submitted by Volz Incorporated, on behalf of C.F. Vatterott, Inc., for approval of Enclave Bellerive Plat 4, a final plat of lots 1 through 4, located on Nomini Hall Court, and for approval of Enclave Bellerive Plat 5, a final plat of lots 34 and 36 located on Tufton Farm Court, all within the Enclave Bellerive subdivision north of Ladue Road and Mason Road. The entire Enclave Bellerive subdivision is zoned “B” Single-Family Residential as modified by the Preliminary Plat authorized by Residential Design Development permit Ordinance #3037. The Applicant is requesting an Emergency Reading in consideration of contract timelines, and the cancellation of the July 25th, 2011 City Council Meeting. Planning and Zoning Commission recommended approval at its July 5, 2011 meeting.

7. Bill No. 5321 - An Ordinance Establishing Ward Boundaries Of The City Of Creve Coeur By Ratifying Existing Ward Boundaries As Established By Ordinance Number 2149. First Reading

Summary: The City Charter requires that ward boundaries be established following every 10-year census conducted by the U.S. Government.



CITY OF CREVE COEUR – CORRECTED AGENDA
CITY COUNCIL MEETING
Monday, July 11, 2011
7:00 PM

- 8. Bill No. 5322 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Maintenance Agreement With The Missouri Highways And Transportation Commission For The Installation, Maintenance, And Ownership Of The APS Pedestrian Signals To Be Installed At The Olive Boulevard (State 340) And West Oak Intersection. First Reading**

Summary: Under the proposed agreement, the City will supply the audio pedestrian signal equipment and MoDOT crews will install and maintain the equipment at the Olive/West Oak intersection.

- 9. Bill No. 5323 - 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. First Reading**

Summary: The proposed ordinance will permit smoking shelters under certain conditions. Smoking shelters are not currently allowed under Ordinance No. 5158 prohibiting smoking in public places.

- 10. Resolution No. 973 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Hutchinson Recreation & Design, Inc. For Playground Improvements To Conway Park For The Sum Of \$140,000.00.**

Summary: Bids and proposals were sought for various playground improvements associated with Conway Park, and City staff will present the playground design recommended by the Parks and Recreation Committee. Planning and Zoning Commission recommended approval at its July 5, 2011 meeting. The project is funded 90% by a Municipal Parks Commission Grant.

APPOINTMENTS

- 11. Annual appointments and reappointments for Boards, Committees and Commissions**

Summary: Recommendations to Council from the Nominating Committee

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 12. Municipal Court - Patch Article of June 30, 2011**

Summary: Requested for discussion by Council Member Jeanne Rhoades.



CITY OF CREVE COEUR – CORRECTED AGENDA
CITY COUNCIL MEETING
Monday, July 11, 2011
7:00 PM

BUSINESS FROM CITY ADMINISTRATOR

13. Public Forum on Deer Population in Creve Coeur

Summary: The City is planning to host a public forum on deer population concerns on Monday, August 29, 2011 7 pm.

14. Three Month Review of New Security Measures

Summary: Council requested a 3 month review of the use of the metal detectors for Council and P & Z meetings.

15. Executive Session

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 7/7/11
Deborah Ryan, MRCC
City Clerk

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 be 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





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

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Council Member Wang at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, June 27, 2011. He explained that the Council had asked him to chair the meeting due to the absences of the Mayor and Council President.

PLEDGE OF ALLEGIANCE

Council Member Wang led the Pledge of Allegiance.

INVOCATION

Council Member Wang said the invocation.

ROLL CALL

The following members were in attendance:

Mr. Kreuter	Council Member Ward I
Mrs. Kistner	Council Member Ward I
Mr. Wang	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mr. Saunders	Council Member Ward IV
Mrs. Rhoades	Council Member Ward IV

* - Mayor Dielmann and Council Member Nealey were absent.

PROCLAMATION – John May

Council Member Wang read and presented a proclamation to John May for his hard work and dedication to the Climate Action Task Force.

State Representative Jill Schupp read and presented a proclamation to John May on behalf of the Missouri House of Representatives.

COMMENTS FROM THE GENERAL PUBLIC



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

David Caldwell resident of 257 Brooktrail Court stated the lack of a quorum at the Planning and Zoning meeting last Monday was an embarrassment for the City. Mark Perkins stated he hoped that the vacancies could be filled at the next Council meeting.

Laura Bryant resident of 1273 Hezel Lane stated she was present to convey thanks and appreciation from Neil Breitweiser for the quick response of the Police and Fire Departments after a tree had fallen on his house due to high winds. Council Member Kistner expressed appreciation for similar efforts in her neighborhood.

ACCEPTANCE OF AGENDA

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

Council Member Kreuter – Aye
Council Member D’Alfonso – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – 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

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

1. CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member Kreuter to approve the consent agenda as presented.

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

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

**County Regarding A Community Development Block Grant For ADA
Compliant Improvements To The Creve Coeur Government Center.**

Council Member Rhoades requested item b, be removed from the consent and voted on separately as she will recuse herself from voting on the item due to her employment at the hospital.

Council Member Kistner moved, seconded by Council Member Hoffman to approve items a and c of the consent agenda, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Rhoades stepped away from the dais.

Council Member Kistner moved, seconded by Council Member D'Alfonso to approve item b of the consent agenda, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

Council Member Rhoades returned to the dais.

BILLS PAYABLE REPORT

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

2. Bill No. 5303 - An Ordinance to Adopt the International Property Maintenance Code, 2009 Edition. Final Reading and Passage

City Clerk read Bill No. 5303 for the final time.

Council Member Rhoades moved, seconded by Council Member Kistner to approve Bill No. 5303.

Steve Unser, Chief Building Official stated after discussion at the last Council meeting regarding splitting the fees for older and newer buildings he checked with other jurisdictions and no other municipality splits fees. Staff reviewed cost estimates again and lowered the fees across the board from \$80 to \$75.

Council Member Rhoades stated she appreciates staff's efforts to accommodate the request.

Council member Kistner asked how do inspections relate to individual units?

Steve Unser stated initially it will be individual units and related exterior will be included for awhile until the exterior is up to code.

Council Member D'Alfonso stated she feels perhaps newer building should not be scrutinized the same as older building and would still like to see fees scaled down.

Steve Unser stated the certificates of occupancy are good for a year even if they have three renters in a year for a single unit.

Council Member Rhoades stated the age of a building doesn't guarantee the integrity of the complex. It is also important to keep a level playing field for all properties and consistent standards.

Council Member Saunders stated he agrees with Council Member Rhoades' statement and feels the process needs to be fair for everyone.

Council Member Wang called for the vote to approve Bill No. 5303, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5303 becomes Ordinance No. 5196.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

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

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

Council Member Kreuter moved, seconded by Council Member Kistner to approve Bill No. 5304.

Council Member Rhoades stated we need to substitute the revision of changing the fee from \$80 to \$75.

Council Member Kistner moved, seconded by Council Member Rhoades to substitute Bill No. 5304, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kreuter moved, seconded by Council Member Kistner to approve substitute Bill No. 5304, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Substitute Bill No. 5304 becomes Ordinance No. 5197.

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

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

Council Member Kistner moved, seconded by Council Member Kreuter to approve Bill No. 5313, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5313 becomes Ordinance No. 5198.

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CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

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

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

Council Member Kreuter moved, seconded by Council Member Hoffman to approve Bill No. 5314, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5314 becomes Ordinance No. 5199.

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

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

Council Member Rhoades moved, seconded by Council Member Saunders to approve Bill No. 5314.

Stacey Manolakas resident of 7 Winfield Point Lane stated a lot of landscaping has been done along Olive Blvd and she would request that some of it be moved from the front of the property to the back.

Paul Langdon stated the landscaping could be moved; however, the parking would have to be removed in order for trees to grow properly. Moving a couple of trees could only significantly impact one home.

Rick Strutmann stated they have already met the requirement in the code for the buffer zones. Previously the City was asking for park-like setting along Olive Blvd and now more landscaping is being requested. He expressed frustration for being cited for detention area problems caused by siltation from the Pace project. Paul Langdon stated that property owners generally have to sort out such matters between themselves, but staff will look at status of Pace permits.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

Council Member D'Alfonso stated she appreciates that applicant's efforts to work with the City and residents.

Council Member Kistner asked if the applicant would look once more at the site and work with the City and the neighbors.

Council Member Rhoades extended her apologies to the applicant for the frustration.

Council Member Kreuter moved, seconded by Council Member Rhoades to defer Bill No. 5315 until July 11, 2011, with the vote upon such motion being as follows, to-wit:

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

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

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

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

Carl Lumley responded to questions from Mel Klearman regarding the purpose of the Bill.

Council Member Kistner moved, seconded by Council Member Kreuter to approve Bill No. 5316, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5316 becomes Ordinance No. 5200.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 27, 2011
7:00 PM

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**

City Clerk read Bill No. 5317 for the first time.

- 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**

City Clerk read Bill No. 5318 for the first time. Mark Perkins discussed employee feedback on this item.

- 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.**

City Clerk read Resolution No. 969.

Council Member Kistner moved, seconded by Council Member Saunders to approve Resolution No. 969.

Council Member Kreuter stated he is unclear what it means when it states that the City will be purchasing renewable green credits.

Jaysen Christensen stated we would be paying a premium for buying electricity from a renewable power, i.e. wind. Renewable energy costs more than traditional sources of energy.

Council Member Hoffman asked how long are we locked into this program and can we terminate?

Jaysen Christensen stated as long as we want to meet the criteria is how long we are in the program. There are no binding commitments.

Council Member Rhoades asked if there are any competitors in this market.

Jaysen Christensen stated yes there are other companies offering renewable credits, but Ameren is the only one partnering with municipalities in our area to become a green community.

Carl Lumley stated there is more information on Ameren's website and other linked sites regarding the program.



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David Caldwell stated it seems there is still some confusion among Council regarding this issue and it deserves more discussion.

Council Member Wang read into the record an e-mail dated June 27, 2011 from Council Member Nealey regarding her support for the Resolution. (Exhibit A)

Council Member Kistner moved, seconded by Council Member Hoffman to table Resolution No. 969, with the vote upon such motion being as follows, to-wit:

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

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

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.

City Clerk read Resolution No. 970.

Council Member Kistner moved, seconded by Council Member Rhoades to approve Resolution No. 970, with the vote upon such motion being as follows, to-wit:

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

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

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.



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City Clerk read Resolution No. 971.

Council Member Kistner moved, seconded by Council Member Rhoades to approve Resolution No. 971, with the vote upon such motion being as follows, to-wit:

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

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

13. Resolution No. 972 - A Resolution Authorizing The Purchase Of The City's Insurance Coverages For The Year Beginning July 1, 2011.

City Clerk read Resolution No. 972.

Council Member Rhoades moved, seconded by Council Member D'Alfonso to approve Resolution No. 972, with the vote upon such motion being as follows, to-wit:

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

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

14. Informal Vetting Process

Council Member D'Alfonso stated this discussion is about the level of transparency with Elected Officials and developers and that she would not feel comfortable having a meeting with a potential developer without a staff member present. It creates a misperception that the residents are having with Elected Officials.



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Council Member Rhoades stated apparently a developer had met recently with the Mayor and a couple of unnamed Council Members regarding a possible development. Council Member Rhoades stated the concern with this was forwarded to her via an e-mail from a resident. Council Member Rhoades stated she thought that there was an informal policy among the Council to not hold any meetings without a staff member present.

Council Member Kistner stated back in October a representative of Chick-Fil-A approached the Ward I Council Members about obtaining the old Walgreen Building. The Mayor was not present at that meeting. Council Member Kistner stated both she and Council Member Kreuter listened and alerted them to issues they will need to consider, but didn't give acceptance for the project nor rejection.

Council Member Rhoades stated she is not sure what the interpretation was of the developer and there isn't a down side of having a staff member present at all meetings with potential developers.

Council Member Kistner stated she doesn't see how this differs from the concerns or questions from the residents of our community.

Council Member Kreuter stated conversely during the issue with the Fifth Third Bank application the Ward I Council Members met with the Mary Meadows residents to discuss their concerns regarding the development. There has to be an open door system and we can't control if someone wanted to lie or interpret a message incorrectly. Council Member Kreuter stated he always tells developers that they need to speak with the surrounding neighbors because if their application comes with one hundred angry residents then their chances of approval goes down.

Council Member D'Alfonso stated she can agree and disagree with the statements that have been made. Council Member D'Alfonso stated her intention of bringing this up was certainly not to insinuate that their intentions were bad but the residents elect us and there have been situations in the past where citizen perception is really bad. The rumors are already out there for proposed development and it isn't fair to the developer. There are no negatives to having a staff member present to hear both sides.

Council Member Rhoades asked what staff's thoughts were about the issue.

Mark Perkins stated there is a degree of protection for Council Member from perception and there are several good reasons to have staff present at any meeting with a potential developer.

Council Member Hoffman stated he would certainly want a staff member present if he was approached for a meeting but doesn't necessarily think it should be a standard rule.

Council Member D'Alfonso stated she isn't asking for this to be a rule but stated that she would never meet with a developer without having a staff member present.

Council Member Hoffman stated it could be an individual preference on an individual basis.

Council Member Rhoades stated there is a level of residential concern that whatever development is proposed within a TDD boundary would be a hot bed of controversy whether good or bad. If Council



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Members are going to judge their meetings on a case by case basis then if it were her she would definitely have a staff member present on any development proposed in a TDD area.

Council Member Kistner stated in regards to a development in a TDD area that is obviously going to be a huge selling point for any developer to the Council.

Robert Kent resident of 13084 Fern Trails Lane stated Council Members need to defer any request from developers to the Planning and Zoning Commission.

Council Member D'Alfonso stated she would like Council to be more transparent and we have an obligation to protect the residents and an obligation to protect future developers. It isn't fair to them.

Lynn Berry resident of Graeser Road stated when she went to the road opening celebration for the newly aligned road the Mayor turned to her and said that on that corner there was going to be a Chick-Fil-A and so there that is when the residents begin to wonder. The local county residents who are on the side where the proposed development is supposed to be are not residents of the City and are wondering what is going on. At a meeting the developer held with residents recently, the developer indicated that the City, the Mayor and two Council members has welcomed us with open arms. The developer has indicated that they are going to be a "cash cow" for the TDD and is under the assumption that this development is a done deal. The residents, city and county, are already upset over a proposed development.

Council Member Saunders stated he does not see any examples of a project that has been rammed through because a developer had a meeting with elected officials. There have been a lot of projects that residents had a lot of angst over before and during the process where elected officials work out the project. A lot of developers have the perception that they are going to sail through Planning and Zoning and sail through issues with MoDOT and usually those perceptions come to an abrupt end. Council Member Saunders stated he doesn't feel that Ward I Council Members did anything wrong. However, this discussion really does highlight what the problems are. We have a proposal here that hasn't even been submitted yet and we have already spent a considerable amount of time and energy discussing it and what all of the perceptions are. Council Member Saunders stated that is why it would be his personal preference to have a staff member present so he could call on that staff member.

David Caldwell suggested a coordinated policy would be beneficial.

Laura Bryant resident of Hezel Lane stated obviously she has a great deal of interest in this subject and brought it up a long time ago and it is recorded in the Council minutes and columns in the City newsletter. Comparing city residents to developers isn't just apples and oranges it is complete nonsense. The idea that somehow this is part of the normal political process is not right and the thought of a potential developer twisting the words from a discussion to use against an elected official is not helpful to other elected officials. Laura Bryant stated she has been on P& Z, been a Council Member and has been a resident that had to sue the City to stop a project that should have never seen the light of day. The reason the project even made it that far was because the developer had discussions with



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elected officials. Even though those projects never come to fruition, the price the residents had to pay in the meantime was way too high. Residents shouldn't have to come up to City Hall week after week to watch everything that the elected officials are doing and hire lawyers. Laura Bryant asked the elected officials to please think about how it looks to the residents and how anyone can twist words around to make anyone look bad.

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BUSINESS FROM CITY ADMINISTRATOR

15. Transportation Development District Updates

Mark Perkins stated there is a meeting of the Olive Blvd TDD Board scheduled for tomorrow morning at 8:00 a.m. Staff will present proposals on possible projects for the remaining funds. Council Member Rhoades reiterated her concerns about the amount of legal fees being charged to the TDD. David Caldwell asked that the TDD consider replacing street lighting, perhaps in conjunction with the new bus shelter.

Laura Bryant asked if there is an update on the exit strategy for Olive Blvd.

Mark Perkin stated staff will review options available at tomorrow's meeting.

Mark Perkins stated the Olive/Graeser TDD Board met last week and is working on financing.

Stacey Manolakas stated she has discovered after being on the Olive/Graeser TDD Board that a TDD Budget is not a true budget but rather a rolling budget. Suggested in the future that the City never pass another TDD.

Mark Perkins stated that is why there is a cap on the A Notes for the project.

16. 2010 Census

Mark Perkins stated we have received the 2010 Census numbers and there isn't enough significant change to redraw Ward boundary lines. Absent objection, staff will present an ordinance reconfirming current boundaries.

17. Discussion of potential text amendment to allow smoking shelters.

Mark Perkins stated we have businesses in the city asking for smoking shelters. Staff has been working with the City Attorney and have drafted language for an ordinance which might be appropriate if Council would like to entertain it.

Council Member Kreuter asked who is sponsoring this.

Mark Perkins stated there is an office building that has an existing smoking hut and we have not enforcement action since the no smoking ordinance has been passed. Smoking shelters would not be climate controlled and would be limited in size and would only be for smoking.

Council Member Kistner stated she is willing to consider as long as it isn't on a site where there is a business with food or liquor.

Council Member Hoffman stated this is not the road we want to go down. We would be taking a step backwards if we allowed smoking shelters.



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Council member Rhoades stated she is not an advocate of smoking but there are now smokers huddled on the sidewalks of businesses that are smoke free which isn't an attractive sight either. Council Member Rhoades stated she would be willing to consider this as long as there would be effective screening.

Paul Langdon stated it would be considered an accessory building and there would be requirements like it can't be in a front yard area or be visible from the street.

Mark Perkins stated since there is enough interest with Council, staff will proceed with an ordinance for further consideration at a future meeting.

18. Reciprocal Resident Golf - Ballwin

Mark Perkins stated he would like to bring to the attention of Council that a trial agreement has been reached between the Creve Coeur Golf Course and the Ballwin Golf Course. It will begin July 1st and will continue through the last six months of the year. If the program is successful then staff will come forward with a more permanent agreement.

19. Council Email

Mark Perkins stated the next work session we will cover how Council Members can retrieve their City e-mails directly from the City server instead of having their messages bounced. There have been some issues lately with Council not receiving messages.

Council Member Kistner moved, seconded by Council Member Hoffman to go into Executive Session at 10:16 p.m., pursuant to Section 610.021, to discuss litigation, contract negotiations, and attorney-client matters, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kistner moved, seconded by Council Member Hoffman to return from Executive Session at 10:37 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye



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Council Member Saunders – Aye
Council Member Wang – Aye
Council Member Rhoades - Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

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

Council Member Saunders moved, seconded by Council Member D'Alfonso to adjourn at 10:39 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Deborah Ryan
City Clerk

AJ Wang
Council Member



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

DATE: July 7, 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 July 6, 2011 in the amount of \$583,493.62.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00188	185		062811	28-Jun-11	COHEN,ROGER	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	5,303.20
01323	0		035175800	23-Jun-11	INDOX SERVICES	COPIES	01-00-00-4722	104.92
00188	184		063011	30-Jun-11	LEE, ALBERT	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	2,072.94
Sum of Invoices								7,481.06



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LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-11-12-5243	48.35
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-11-13-5243	63.88
Sum of Invoices								112.23



**CITY OF CREVE COEUR
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Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-12-11-5243	348.67
01262	0		24256	16-Jun-11	SPECIALTY MAILING	JUNE-JULY NEWSLETTERS	01-12-11-6203	272.64
00052	0		061811	18-Jun-11	ST LOUIS POST-DISPATCH	RENEWAL (6/28-8/22/11)	01-12-11-6262	23.60
Sum of Invoices								644.91



**CITY OF CREVE COEUR
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IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0		XSZ6861	22-Jun-11	CDW-G	FINANCE HARDWARE	01-12-51-6213	252.93
00050	0		INV0017150	15-Jun-11	REJIS	PIX FIREWALL MAINT	01-12-51-6213	21.24
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-12-51-5243	129.09
00070	1		110621213	21-Jun-11	TECH ELECTRONICS	MOVED EXTENSIONS IN PD	01-12-51-6213	125.00
00070	1		110629204	29-Jun-11	TECH ELECTRONICS	COURT PHONE REPAIRS	01-12-51-6213	62.50
Sum of Invoices								590.76



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Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00021	0		063011	30-Jun-11	GOEWERT, LINDA	JUNE MILEAGE	01-13-11-7307	20.40
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-13-11-5243	302.09
01169	0		109097389	24-Jun-11	STAPLES ADVANTAGE	EXT. CORD, COUNTER PENS	01-13-11-7304	31.72
Sum of Invoices								354.21



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MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045	0		568388787001	22-Jun-11	OFFICE DEPOT	WALL SIGNS	01-13-14-9504	47.98
00045	1		568542822001	20-Jun-11	OFFICE DEPOT	CHAIR MATS-CASHIER AREA	01-13-14-9504	148.48
00046	0		915570I	21-Jun-11	OFFICE ESSENTIALS	MONEY TRAY COURT CASHIER	01-13-14-9504	38.53
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-13-14-5243	236.88
01169	0		108847103	08-Jun-11	STAPLES ADVANTAGE	OFFICE SUPPLIES	01-13-14-7304	695.10
01169	0		108933201	15-Jun-11	STAPLES ADVANTAGE	WALL FILES	01-13-14-7304	28.04
01169	0		109097446	24-Jun-11	STAPLES ADVANTAGE	STEP STOOF FOR CASHIER	01-13-14-9504	63.32
00779	0	P001098	INV00006214	31-May-11	AMERICAN TRAFFIC SOLUTIONS	CAMERA FEES FOR MAY 2011	01-13-14-6248	39,970.00

Sum of Invoices 41,228.33



**CITY OF CREVE COEUR
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INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	1		1650394	30-Jun-11	AMERICAN STAMP	INK PADS FOR STAMPS	01-13-15-7312	39.09
00051	1		062211	22-Jun-11	BCA, INC.	DEDUCTIBLE FOR CLAIM	01-13-15-6220	500.00
01365	0		8643	26-May-11	DIRECT EXPRESS OFFICE SUPPLIES	TONER-BLDG DEPT	01-13-15-7312	218.00
01365	0		8805	23-Jun-11	DIRECT EXPRESS OFFICE SUPPLIES	TONER FOR BLDG DEPT	01-13-15-7312	232.58
00154	0		218152003	18-Jun-11	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER SVC AGREEMENT	01-13-15-6213	357.54
00045	1		569143750001	23-Jun-11	OFFICE DEPOT	CARD STOCK	01-13-15-7312	3.83
00045	1		567918390001	14-Jun-11	OFFICE DEPOT	"C" SIZE BATTERIES	01-13-15-7312	26.32
01484	0		239088-1	18-Jun-11	OFFICE SOURCE, INC.	TONER - COPPS OFFICE	01-13-15-7312	107.55
01484	0		239088-2	22-Jun-11	OFFICE SOURCE, INC.	TONER - COPPS OFFICE	01-13-15-7312	107.55
00118	0		13884	16-Jun-11	OLD STYLE BODY COMPANY	CAR 2406 DAMAGE REPAIR	01-13-15-6220	376.20
00050	0	P001210	INV0017150 PO1210	15-Jun-11	REJIS	2 CHARTER FIBER CONNECTION	01-13-15-6253	809.00
00050	0	P001210	INV0017150 PO1210	15-Jun-11	REJIS	2 CHARTER ROUTER MAINT. & SUPP	01-13-15-6253	46.00
00340	1		1179 INS FY12	21-Jun-11	SLAIT	GEN LIABILITY, AUTO POLICE INS	01-13-15-6220	39,474.00
01169	0		109097380	24-Jun-11	STAPLES ADVANTAGE	PENS	01-13-15-7312	4.95
01169	0		109097383	24-Jun-11	STAPLES ADVANTAGE	STENO NOTEBOOKS	01-13-15-7312	16.20
01169	0		109097386	24-Jun-11	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	460.26
01169	0		109097444	24-Jun-11	STAPLES ADVANTAGE	CREDIT CARD PAPER ROLLS	01-13-15-7312	15.26
01169	0		109137627	28-Jun-11	STAPLES ADVANTAGE	STORAGE BOXES	01-13-15-7312	124.36
01169	0		109119475	27-Jun-11	STAPLES ADVANTAGE	PENS	01-13-15-7312	8.36
01169	0		108952729	15-Jun-11	STAPLES ADVANTAGE	CPU STAND-INFO DESK	01-13-15-7312	35.19
01169	0		109015556	20-Jun-11	STAPLES ADVANTAGE	CREDIT MDSE NOT RECEIVED	01-13-15-7312	(35.19)
01169	0		109034870	21-Jun-11	STAPLES ADVANTAGE	TONER-COURT ADMINISTRATOR	01-13-15-7312	207.93
<i>Sum of Invoices</i>								43,134.98



CITY OF CREVE COEUR
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COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00622	0		133854	16-Jun-11	ALL STAR DISTRIBUTING, INC.	5K FINISHER RIBBONS	01-14-11-6281	156.59
00625	0		42775	17-Jun-11	J&J SPORTS	5K RUN SHIRTS	01-14-11-6281	519.75
00625	0		42770	16-Jun-11	J&J SPORTS	5K RUN SHIRTS	01-14-11-6281	2,165.75
00340	1		FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-14-11-5243	37.26
01151	0		0287	16-Jun-11	STRASSNER TENNIS COURT BUILDERS	TENNIS NET STRAPS BEIRNE/CONWA	01-14-11-9503	60.00
Sum of Invoices								2,939.35



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00382	0		500652966	20-Jun-11	ASCAP	MUSIC LICENSING	06-14-31-6260	310.67
00912	0		392301	16-Jun-11	CHEM-AQUA	WATER TREATMENT PROGRAM	06-14-31-6211	981.00
00952	0		52945	23-Jun-11	CHEMCO	CHEM TREATMENT FOR WATER TOWER	06-14-31-7301	211.55
00015	1		452775773	22-Jun-11	CINTAS	UNIFORM RENTAL (6/22/11)	06-14-31-7308	5.01
00015	1		452775773	22-Jun-11	CINTAS	CLEANING SUPPLIES (6/22/11)	06-14-31-7301	1.92
00015	1		452778888	29-Jun-11	CINTAS	UNIFORM RENTAL (6/29/11)	06-14-31-7308	5.01
00015	1		452778888	29-Jun-11	CINTAS	CLEANING SUPPLIES (6/29/11)	06-14-31-7301	1.92
00117	0		6265541	28-Jun-11	HOME DEPOT	BUILDING MAINT. SUPPLIES	06-14-31-6212	228.00
00117	0		6265541	28-Jun-11	HOME DEPOT	PEST CONTROL MAINT. SUPPLIES	06-14-31-7301	30.50
00082	0		0483523	27-Jun-11	METROLIFT PROPANE	PROPANE FOR ICE RESURFACER	06-14-31-7307	216.98
00116	0		0751	23-Jun-11	SAM'S CLUB	BUCKET	06-14-31-7302	17.88
00116	0		0751	23-Jun-11	SAM'S CLUB	CLEANING SUPPLIES	06-14-31-7301	58.23
00116	0		0751	23-Jun-11	SAM'S CLUB	FOOD FOR SPECIAL EVENT	06-14-31-7304	66.67
00340	1		1179 WC MEF	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY12	06-14-31-5243	3,275.11
Sum of Invoices								5,410.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00080	0		8478-174-5	24-Jun-11	DIERBERGS	DISTILLED WATER FOR BATTERIES	06-14-32-6210	4.95
01415	0		INV0001897	16-Jun-11	GREENSPRO	FAIRWAY FERTILIZER	06-14-32-7303	544.00
01415	0		INV0001816	14-Jun-11	GREENSPRO	FAIRWAY FERTILIZER	06-14-32-7303	576.00
01415	0		INV0001762	10-Jun-11	GREENSPRO	ALGICIDE AND HERBICIDE	06-14-32-7303	280.00
00117	0		3180883	21-Jun-11	HOME DEPOT	FLOWERS	06-14-32-7307	41.88
00117	0		3180883	21-Jun-11	HOME DEPOT	WIRE	06-14-32-6210	4.69
00117	0		4403832	20-Jun-11	HOME DEPOT	DRAINAGE SUPPLIES	06-14-32-6212	69.58
00155	2		654	16-Jun-11	KURTZ NURSERY & TOPSOIL	MULCH FOR PLANTERS	06-14-32-6212	316.00
00042	1		66591	13-Jun-11	MPR SUPPLY	DRAIN TILE AND FITTINGS	06-14-32-9501	539.90
00340	1		1179 WC MEF	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY12	06-14-32-5243	889.42
Sum of Invoices								3,266.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00120	0		3784608	01-Jun-11	FOOTJOY	SPECIAL ORDER GOLF SHOES	06-14-33-8325	164.64
00340	1		1179 WC MEF	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY12	06-14-33-5243	583.78
Sum of Invoices								748.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452775773	22-Jun-11	CINTAS	WIPING TOWELS (6/22/11)	06-14-34-7301	10.13
00015	1		452775773	22-Jun-11	CINTAS	WIPING TOWELS (6/29/11)	06-14-34-7301	10.13
00084	2		3898101706	28-Jun-11	COCA-COLA	SODA FOR RESALE	06-14-34-8317	638.30
01471	0		84203	27-Jun-11	R.L. MUELLER NATIONAL DIST.	FOOD FOR RESALE	06-14-34-8315	338.20
00116	0		7483	18-Jun-11	SAMS CLUB	SNACKS FOR RESALE	06-14-34-8319	191.16
00116	0		7483	18-Jun-11	SAMS CLUB	FOOD FOR RESALE	06-14-34-8315	180.65
00340	1		MEF	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY12	06-14-34-5243	82.95
Sum of Invoices								1,451.52



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00088	0		105651	16-Jun-11	ARCHWAY LIGHTING SUPPLY, INC.	REPLACEMENT LIGHTS-CH STOCK	01-16-11-6212	131.35
00102	0		706696	20-Jun-11	BEYERS LUMBER	CONST WORK-CITY HALL	01-16-11-6212	32.28
00015	1		452775771	22-Jun-11	CINTAS CORP. #452	UNIFORMS (6/22/11)	01-16-11-7308	10.00
00081	1		9563043216	15-Jun-11	GRAINGER	FLEX DUCT CITY HALL	01-16-11-6212	47.30
00039	0		724104	22-Jun-11	INDUSTRIAL SOAP	BATHROOM SUPPLIES	01-16-11-6212	774.60
00039	0		724104	22-Jun-11	INDUSTRIAL SOAP	FOAMING CLEANER	01-16-11-7301	42.00
00839	0		99835	20-Jun-11	KIRKWOOD GLASS COMPANY, INC.	GLASS FINANCE WINDOW	01-16-11-6212	430.91
00164	0		16978	20-Jun-11	NEW SYSTEM CARPET & BUILDING CARE	WASHROOM MATS MENS RESTRMS	01-16-11-6212	152.44
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-16-11-5243	1,184.86
Sum of Invoices								2,805.74



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00002	0		061011	10-Jun-11	HAHN, LISA	MAILING OF ONE TEST TO SCORE	01-21-11-6203	5.65
00148	0		C25556A	15-Jun-11	I/O SOLUTIONS	SCORING OF (1) APPLICANT TEST	01-21-11-6203	15.00
00050	0		INV0017150	15-Jun-11	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0017150	15-Jun-11	REJIS	IMDS WORKSTATION MAINT	01-21-11-6202	21.00
00050	0	P001026	INV0017150 PO	15-Jun-11	REJIS	SUBSCRIPTION FEE-JUNE 2011	01-21-11-6202	4,030.39
00050	0		INV0017151	16-Jun-11	REJIS	2 BACKGROUND CHECKS	01-21-11-6203	20.00
00050	0	P001027	INV0017150 PO1027	15-Jun-11	REJIS	GLOBAL SOFTWARE SVCS-JUNE 2011	01-21-11-6213	1,102.50
00050	0	P001027	INV0017151 PO	16-Jun-11	REJIS	FRID BADGES	01-21-11-6213	15.00
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-21-11-5243	5,389.75
00053	0		785937	11-Jun-11	ST JOHN'S MERCY CORPORATE HEALTH	OVERPAID FOR PRESCREENING	01-21-11-6271	(37.23)
00053	0		820434-001	15-Jun-11	ST JOHN'S MERCY CORPORATE HEALTH	PRE EMPLOYMENT SCREENING	01-21-11-6271	381.00
01048	0		2589022862	18-Jun-11	VERIZON WIRELESS	MONTHLY AIRCARD FEES	01-21-11-6253	43.01
00178	0		198790	23-Jun-11	WARNER COMMUNICATIONS CORP.	CAR 2408 TRUNK LIP MOUNT	01-21-11-6211	117.75
00091	0		185652	23-Jun-11	WIRELESS USA	(4) KNOBS FOR MOBILE RADIOS	01-21-11-6211	15.12
01436	0		12-001	16-Jun-12	WEST CENTRAL DISPATCH CENTER	FY 12 BASE FEE	01-21-11-6227	100,000.00
01436	0		12-001	16-Jun-12	WEST CENTRAL DISPATCH CENTER	FY 12 1ST QUARTER UTILIZATION FEE	01-21-11-6227	81,829.00
Sum of Invoices								192,997.94



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01228	0		1432814-20110531	31-May-11	LEXISNEXIS	MAY 2011 MONTHLY USER FEE	01-21-21-6202	175.00
00050	0		INV0017150	15-Jun-11	REJIS	IMDS WORKSTATION MAINT	01-21-21-6202	10.50
00298	0		0041321-IN	17-Jun-11	SIRCHIE	EVIDENCE PACKING AND SUPPLIES	01-21-21-7304	118.12
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-21-21-5243	5,604.46
Sum of Invoices								5,908.08



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094	1		138499	24-Jun-11	FIRESTONE	CAR 2414 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		138379	21-Jun-11	FIRESTONE	CAR 2411 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		138422	22-Jun-11	FIRESTONE	CAR 2405 3000 MILE SVS, ALIGN	01-21-22-6210	203.12
00094	1		138391	22-Jun-11	FIRESTONE	CAR 2419 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		138542	25-Jun-11	FIRESTONE	CAR 2419 REPLACE HDLGHT BULB	01-21-22-6210	89.92
00050	0		INV0017149	15-Jun-11	REJIS	MCAFEE AV ANNUAL SUPPORT	01-21-22-6202	280.00
00050	0		INV0017150	15-Jun-11	REJIS	VERIZON DATA LINES	01-21-22-6253	714.00
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-21-22-5243	37,988.68
00266	0		230482	23-Jun-11	SUNTRUP	2417 CONNECTOR FOR RF HDLIGHT	01-21-22-6210	123.39
00266	0		230517	28-Jun-11	SUNTRUP	CAR 2403 REPAIR AUTO DOOR LOCK	01-21-22-6210	399.78
Sum of Invoices								39,852.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-31-11-5243	3,842.92
01048	1		2587024326	13-Jun-11	VERIZON WIRELESS	MONTHLY AIR CARD CHARGE	01-31-11-6253	43.01
Sum of Invoices								3,885.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00010	0		885096	16-May-11	BRANNEY HARDWARE	MTRLs FOR HANGING STOP SIGNS	01-31-41-7311	23.10
00127	0	P001209	01 17180	15-Jun-11	ERB EQUIPMENT COMPANY	REPAIR OF SKIDSTEER	01-31-41-6211	2,577.18
00128	1		S2977594.001	16-Jun-11	FROST ELECTRIC	LIGHTS-PARKING LOT & GARAGE	01-31-41-6212	70.15
00128	1		S2978092.001	17-Jun-11	FROST ELECTRIC	BALLASTS GARAGE PARKING LOT	01-31-41-6212	68.52
00117	0		2403940	22-Jun-11	HOME DEPOT	CONCRETE CURB REPAIR	01-31-41-7305	217.92
00349	1		551326-001	21-Jun-11	HTE TECHNOLOGIES	MTRLs REPAIR SHOP AIR LINES	01-31-41-6212	4.74
01443	0	P001198	061311	13-Jun-11	JENKIN-GUERIN, INC.	ROLLING JACK	01-31-41-9503	1,308.00
01443	0	P001198	061311	13-Jun-11	JENKIN-GUERIN, INC.	14,000 LBS FOUR POST LIFT, MOD	01-31-41-9503	8,350.00
01134	0		2002366	21-Jun-11	KIMBALL MIDWEST	CLAMPS SHOP GRINDING WHEEL	01-31-41-7302	58.02
00156	0		47843	24-Jun-11	L & C TRUCK REPAIR, INC.	BRAKE REPAIR #305	01-31-41-6210	201.48
00156	0		47793	21-Jun-11	L & C TRUCK REPAIR, INC.	REPAIR PARKING BRAKE #307	01-31-41-6210	569.54
00100	0		23617	20-Jun-11	MISSOURI PETROLEUM	ASPHALT CLEANER-STREETS	01-31-41-7301	210.00
01095	1		527353	17-Jun-11	NAPA AUTO PARTS	BEARING DRIVER TRUCK WHEELS	01-31-41-6210	62.49
01095	1		528412	22-Jun-11	NAPA AUTO PARTS	MUD FLAPS FOR TRUCKS	01-31-41-6210	132.45
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-31-41-5243	17,675.29
00092	1		27774	16-Jun-11	ST LOUIS COUNTY	TRAFFIC SIGNAL MAINTENANCE	01-31-41-6251	1,079.43
00311	0		1490768	17-Jun-11	WEBER CHEVROLET	RINGS,BEARINGS FOR #206	01-31-41-6210	13.90
00311	0		1490824	20-Jun-11	WEBER CHEVROLET	REAR LUG BOLTS #206	01-31-41-6210	72.48
00311	0		1491269	21-Jun-11	WEBER CHEVROLET	LUG NUT TRUCK #206	01-31-41-6210	13.67
00311	0		1490327	16-Jun-11	WEBER CHEVROLET	BRAKE PADS #206	01-31-41-6210	304.91
00311	0		1490330	16-Jun-11	WEBER CHEVROLET	BRAKE PARTS #206	01-31-41-6210	532.10
Sum of Invoices								33,545.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001157	0346-013677307	15-Jun-11	ALLIED WASTE	RESIDENTIAL SERVICE-JUNE 2011	01-31-42-6214	76,880.68
00105	1	P001157	0346-013677307	15-Jun-11	ALLIED WASTE	RESIDENTIAL SERVICE-JUNE 2011 (OVER PO)	01-31-42-6214	6,250.52
00105	1	P001158	0346-013677307	15-Jun-11	ALLIED WASTE	RECYCLING SERVICE-JUNE 2011	01-31-42-6217	24,067.20
Sum of Invoices								107,198.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01513	0	P001218	11-1166	21-Jun-11	ALL INCLUSIVE REC.	230 CY FIBAR FOR PLAYGROUNDS/P	01-31-43-6212	3,888.00
01514	0		59	17-Jun-11	ALLIANCE SALES LLC	SOAP MILLENNIUM PARK	01-31-43-6212	25.88
00010	0		887181	16-Jun-11	BRANNEKY HARDWARE	YARD HYDRANTS FOR PARKS	01-31-43-6212	101.98
00128	1		S2976172.001	14-Jun-11	FROST ELECTRIC	LIGHTING LAKE SCHOOL PARK	01-31-43-6212	110.18
00128	1		S2975770.001	13-Jun-11	FROST ELECTRIC	LIGHTING LAKE SCHOOL PARK	01-31-43-6212	10.99
00040	0		46571	24-May-11	MILBRADT	2 CHAINSAWS-STORM CLEANUP	01-31-43-6211	483.98
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-31-43-5243	3,055.53
00547	0	P001196	222827	17-Jun-11	ST LOUIS BACKFLOW SERVICES	TESTING OF IRRIGATION BACKFLOW	01-31-43-6212	900.00
00547	0	P001196	222827	17-Jun-11	ST LOUIS BACKFLOW SERVICES	TESTING OF PLUMBING BACKFLOW	01-31-43-6212	515.00
00547	0	P001196	222827	17-Jun-11	ST LOUIS BACKFLOW SERVICES	TESTING OF PLUMBING BACKFLOW	01-31-43-6212	70.00
00173	0		95092	20-Jun-11	SUPREME TURF PRODUCTS	CHEMICALS LAKE & CONWAY PKS	01-31-43-7301	205.00
00173	0		95034	15-Jun-11	SUPREME TURF PRODUCTS	CHEMICALS FOR MULCH BEDS	01-31-43-7301	688.00
00109	0		443874	16-Jun-11	WESTPORT POOLS	CHEMICALS MILLENNIUM PARK	01-31-43-7301	95.14
00109	0		443954	21-Jun-11	WESTPORT POOLS	CREDIT FOR SALES TAX	01-31-43-7301	(6.58)
Sum of Invoices								10,143.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213	0		62011-1	20-Jun-11	MCLAUGHLIN COURT REPORTING SERVICES	CRT REPORTER P&Z MTG 6/20/11	01-32-11-6202	75.00
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-32-11-5243	273.70
01169	0		108509706	16-May-11	STAPLES ADVANTAGE	EXPANDING WALLETS FILE SYSTEM	01-32-11-7304	439.70
Sum of Invoices								

788.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340	1		1179 WC FY12	21-Jun-11	SLAIT	WORKERS' COMP 1ST HALF FY 12	01-32-61-5243	8,771.33
Sum of Invoices								8,771.33



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/6/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00023	1		183589	16-Jun-11	FRED WEBER, INC	ASPHALT MTRLS-OFFICE PKWAY	02-61-71-9510-11606	295.00
00023	1		183222	15-Jun-11	FRED WEBER, INC	ASPHALT FOR MILL & FILL	02-61-71-9510-11606	354.00
01480	1		09	15-Jun-11	IESI MO - CHAMP LANDFILL LLC	DEBRIS REMOVAL-STREET WORK	02-61-71-9510-11606	319.91
01333	0	P001083	CONCRE	27-Jun-11	M & H CONCRETE	CONCRETE SLAB REPLACEMENT IN C	02-61-71-9510-11607	45,366.50
01333	0	P001083	CONCRE	27-Jun-11	M & H CONCRETE	CHARGE ORDER ON 11/8/10 TO	02-61-71-9510-11607	23,489.62
00303	1		21007616	16-Jun-11	MISSOURI LAWYERS MEDIA	AD FOR 2011 ASPHALT PAVEMENT	02-61-71-9510-11606	408.80
Sum of Invoices								70,233.83
GRAND TOTAL OF ALL INVOICES								583,493.62

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.

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 prolonged 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 prolonged 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 Road, 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 corner 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 Corner 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

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO CITY ADMINISTRATOR

Meeting Date: July 11, 2011

Subject: First Community Credit Union revised Landscape Plan

Memo Prepared by: Whitney Kelly, AICP
City Planner

Attached: Email from Bob Rosenthal, Landscape Architect for First Community Credit Union

During the June 20th Meeting, Council Members requested a revised Landscape Plan to address resident concerns regarding light intrusion along the south property line. First Community Credit Union has indicated that they will not revise the Landscape Plan, to wit:

“Their position is that they met with all of the neighbors on May 31st, came to a resolution, and revised the plan to reflect that resolution. They feel that this revised plan more than adequately addresses screening the new ATM.”

If the Council Members still believe that greater screening is necessary to address issues associated with the ATM conditional use permit, staff recommend providing specific direction to the applicant during the meeting.

From: [Bob Rosenthal](#)
To: [Kelly, Whitney](#)
Cc: [Langdon, Paul](#)
Subject: RE: First Community Credit Union revised landscape plan
Date: Thursday, July 07, 2011 10:08:34 AM

Whitney-

I spoke with Rick Strutman this morning. First Community Credit Union does not intend to revise the landscape plan. Their position is that they met with all of the neighbors on May 31st, came to a resolution, and revised the plan to reflect that resolution. They feel that this revised plan more than adequately addresses screening the new ATM.

Bob

Bob A. Rosenthal, ASLA
Registered Landscape Architect

Loomis Associates
707 Spirit 40 Park Drive; Suite 135
Chesterfield, MO 63005
(636) 519-8668
fax - (636) 519-0797
cell - (314) 740-6448

From: Kelly, Whitney [mailto:wkelly@ci.creve-coeur.mo.us]
Sent: Wednesday, July 06, 2011 5:01 PM
To: Bob Rosenthal
Cc: Langdon, Paul
Subject: First Community Credit Union revised landscape plan

Bob,

We are finalizing the packet for Monday, July 11th, Council Meeting. I will need the revised landscape drawings my noon tomorrow, or the First Community Credit Union will have to be postponed until the following meeting. The July 25th Meeting has been cancelled, and the next meeting will be Monday, August 8th.

Whitney

Whitney Kelly, AICP
City Planner
City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, MO 63141
t: (314) 442-2087
f: (314) 872-2505
www.creve-coeur.org



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**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?

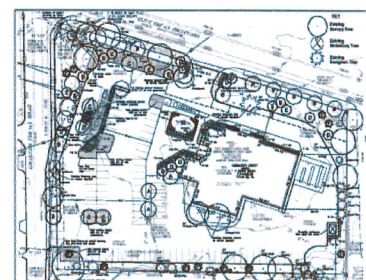
Comp. Plan References

- East Olive Corridor
- Design Guidelines

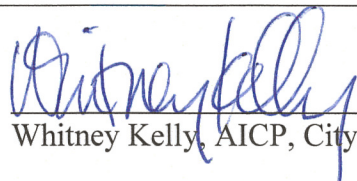
Zoning Code References

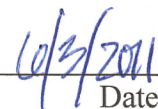
- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses
- Section 405.540: Landscaping

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



REPORT PREPARED BY:


Whitney Kelly, AICP, City Planner


Date

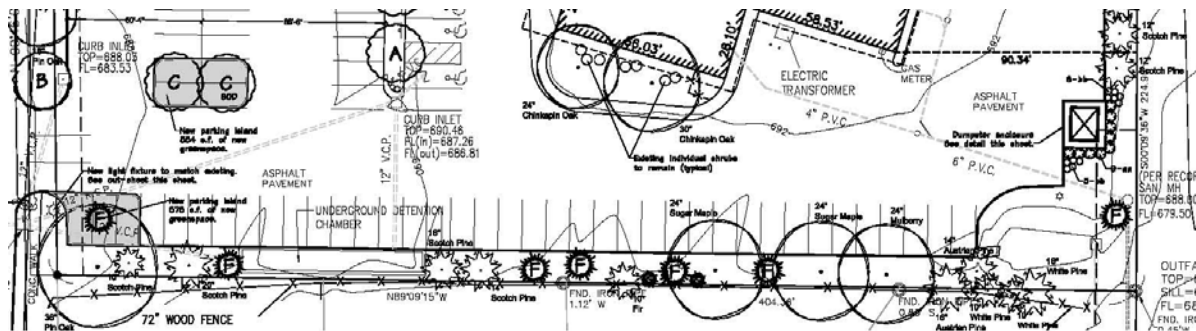
ATTACHMENTS: Applicant's Landscaped Plan, last revised June 1, 2011
Previous staff report dated May 16, 2011
Draft Ordinance

PROJECT UPDATE AND DISCUSSION

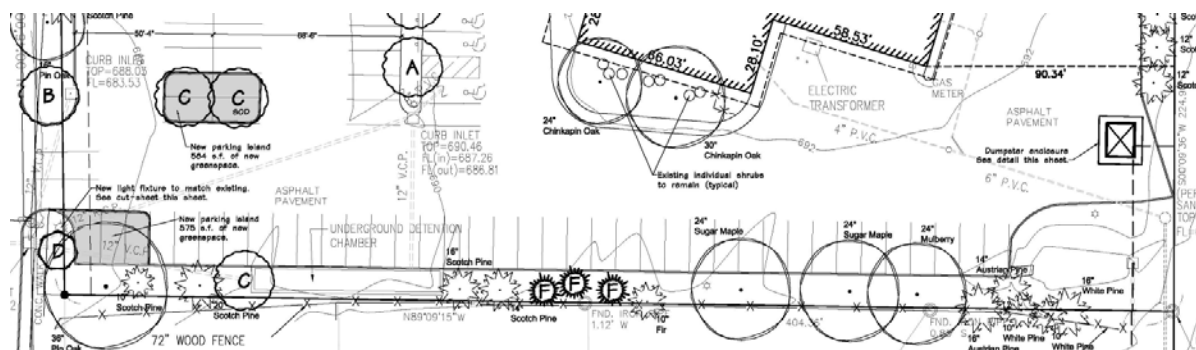
Buffer:

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:

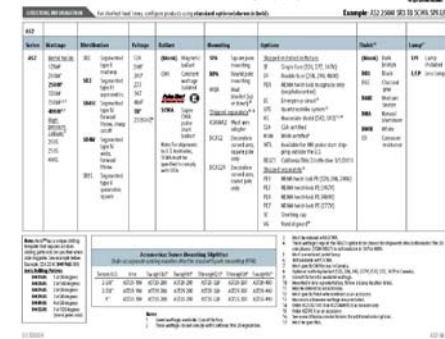
"I move to recommend approval of the Conditional Use Permit for the ATM and site development plan submitted with Application #11-009, subject to the conditions contained in the draft ordinance attached to the staff report dated June 6, 2011" (conditions may be added, eliminated, or modified by preceding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



N.T.S.

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

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

207 Saint 40 Park Drive, Suite 105
St. Louis, MO 63104
636.519.5628 Fax 636.519.0737
e-mail: info@loomis-associates.com

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



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	6	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 bumalda '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	Hamamelis 'Stella de Oro'	Stella de Oro Daylily	1 qt.	12" o.c.
gg	295	Vinca minor	Periwinkle	2" c.p.	9" o.c.



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**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

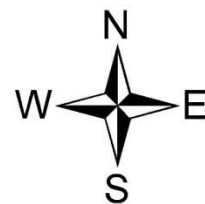
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP



Legend

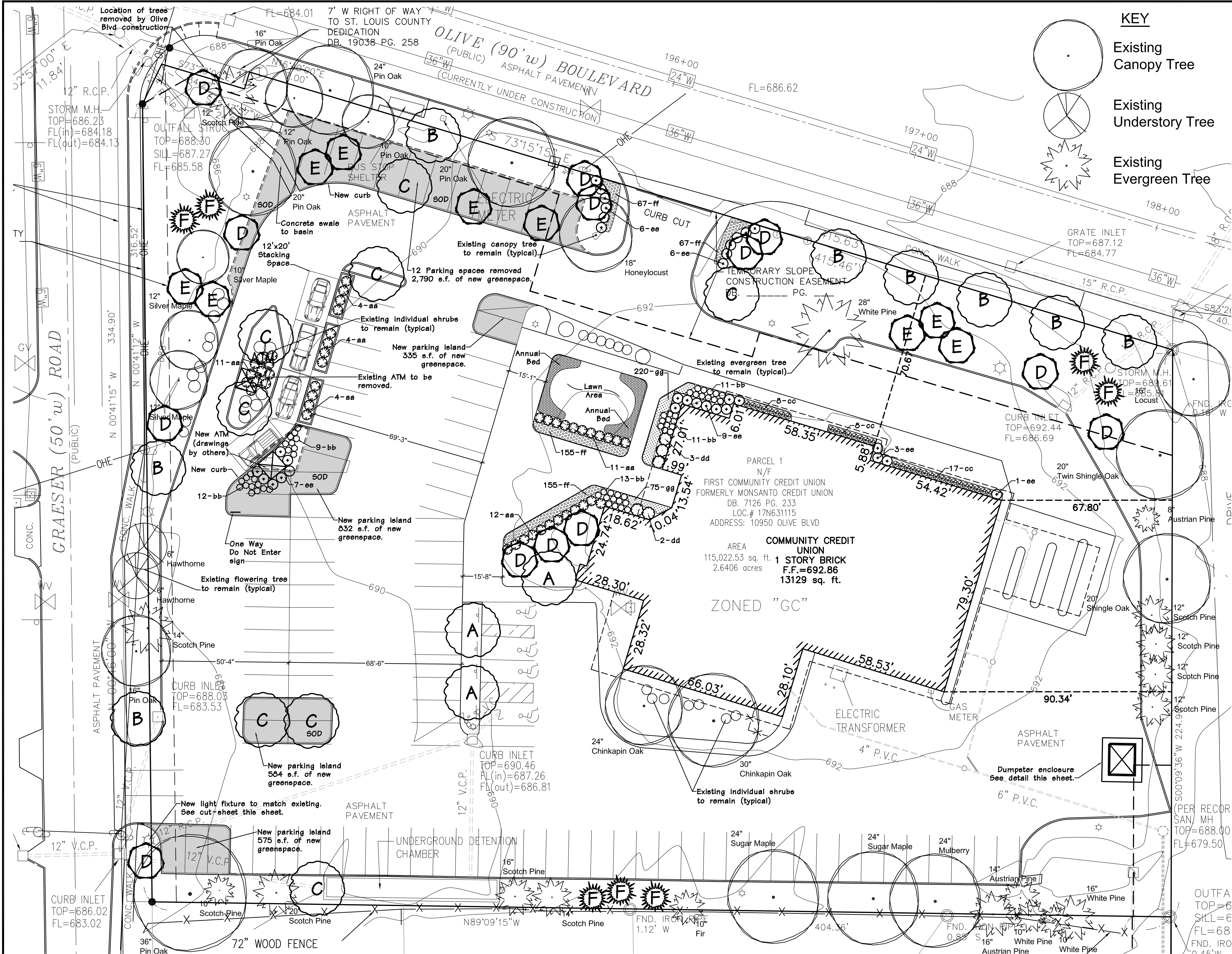
-  City Limit
-  Property Lines
-  10950 Olive Boulevard



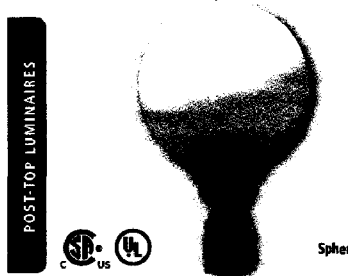
APPENDIX 4: SITE PHOTOGRAPHS Application #11-009	Photo Date: 08/26/2010
	Description: View of the property looking east from Graeser Road. Notice the lack of landscaping and expansive parking area.
	Description: View from the southwest corner looking north at the existing ATM structure and landscaped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



NRG®-600
Nitetorch® I



POST TOP LUMINAIRE

ORDERING INFORMATION

BASES - Must order an enclosure for complete luminaire. Two parts to make complete assembly.

Catalog Number	Mounting	Finish	Wattage	Voltage	Ballast Type	Weight
NRG-651	Post Top	Black	120W	120V	NPF Reactor	6 (2.2)
NRG-671	Post Top	Black	120W	120V	NPF Reactor	6 (2.2)
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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

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?

7 MR. BARTON: Yes.
8 CHAIRMAN MADDEN: Mr. Gary Eberhardt?
9 MR. EBERHARDT: Present.
10 CHAIRMAN MADDEN: Mr. Barry Glantz?
11 MR. GLANTZ: Present.
12 CHAIRMAN MADDEN: Ms. Cynthia Kramer?
13 MS. KRAMER: Present.
14 CHAIRMAN MADDEN: Mr. Jim Schnarr will not be
15 here tonight.
16 Mr. Carl Lumley, our City Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Paul Langdon, our Director of
19 Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
22 Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And Julie Lowery, our
25 Recording Secretary.

2

1 MS. LOWERY: Present.
2 CHAIRMAN MADDEN: Conditional use permit for
3 First Community Credit Union.
4 (Whitney Kelly was sworn by the court reporter.)
5 MS. KELLY: Good evening. I'm Whitney Kelly,
6 City Planner.
7 Rick Strutman, on behalf of First Community
8 Credit Union, submitted an application for conditional use
9 permit to update the existing automated teller machine
10 located nearby.
11 And with that, they are proposing a new

11-009.FCCU.Public Hearing transcript.5-16-2011.txt
12 landscape site improvement, property maintenance issues
13 and a reduction in site coverage to meet the 63 percent
14 coverage per Section 405.360 of the General Commercial
15 District.

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

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

25 No other changes are being proposed to the

1 building. 3

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

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

16 We received two emails, which are included on
17 your desk for you. A number of higher -- I was not here

18 at the time, but a number of issues that were discussed as
19 part of those emails had to do with a prior project that
20 never went through.

21 Mr. Langdon can provide some more history on
22 that.

23 And if you have any other questions.

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

1 provide any other questions.

4

2 CHAIRMAN MADDEN: Any questions?

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

6 Stuart Macaskill, 7 Winfield Pointe Lane.

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

9 MR. MACASKILL: Yes, sir.

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

12 (Stuart Macaskill was sworn by the court
13 reporter.)

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

19 And I guess this is -- I'm looking at this plan,
20 and I -- and I note that we're going to provide some
21 buffer screening to the -- to the south and -- and there's
22 very little screening, from our perspective, immediately

11-009.FCCU.Public Hearing transcript.5-16-2011.txt
23 behind the First Credit Union parking lot.

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

1 that canopy is and my sightline from my yard. All right.⁵
2 I can see right underneath the current trees that are
3 there.

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

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

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

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

25 CHAIRMAN MADDEN: Okay.

1 MR. MACASKILL: Appreciate it. Thanks.⁶

2 CHAIRMAN MADDEN: Why don't I have Mr. Jarrett
Page 5

3 come up first because I have a feeling he's speaking about
4 the same thing, and we'll bring you up Mr. Jarrett.

5 (Richard Jarrett was sworn by the court
6 reporter.)

7 CHAIRMAN MADDEN: Please state your name and
8 address.

9 RICHARD JARRETT: Richard Jarrett, 8 Winfield
10 Pointe Lane.

11 Kind of echo the same concerns as Stuart has.

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

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

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

7
1 possibility that some more screening in the back.

2 CHAIRMAN MADDEN: Thank you.

3 (Bob Rosenthal was sworn by the court reporter.)

4 MR. ROSENTHAL: My name is Bob Rosenthal. I'm
5 with Loomis Associates as a landscape architect and
6 planner. You need the address as well? It's 707 Spirit
7 40 Park Drive in Chesterfield, Missouri.

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

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

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

1 14-foot Austrian Pine -- sorry, those are Calabridge 8
2 (phonetic) -- 16-inch Calabridge Austrian Pine, 14-inch,
3 10-inch White Pine, 10-inch White Pine and 16-inch White
4 Pine, so that's what's existing as of now.

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

8 MS. KELLY: Uh-huh.

9 MR. ROSENTHAL: -- is that correct?

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

14 CHAIRMAN MADDEN: Any questions?

15 Mr. Glantz.

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

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

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

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

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

9 MR. ROSENTHAL: Let me respond to one point.

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

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

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

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

1 8-foot spruce and such isn't going to provide immediate¹⁰
2 impact.

3 We're kind of looking at this window of from
4 8 feet to the base of the branches of the existing canopy
5 trees.

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

9 MR. GLANTZ: I think as long the effort is made.
10 We saw that on another project, I think at Ladue
11 Court at Ladue Road near Lindbergh when the applicant came
12 in and immediately provided some additional landscaping,
13 certainly -- certainly helps, and I would think it would
14 only enhance both sides of the property.

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

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

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

22 CHAIRMAN MADDEN: Just roughly, I mean.

23 MR. ROSENTHAL: Yeah, I believe those canopy
24 trees are branched up -- actually the neighbors may know
Page 9

25 better than I would what that gap is.

1 MR. MACASKILL: If I was guessing, fellas and ¹¹
2 ladies, there might be 6 to 8 feet where I can see up
3 through, and it's -- and it's a visual, right, because
4 it's not all covered. I think your fence, your site
5 fence, is not 8 feet, it's -- I think it's 6 feet, okay.
6 I'm up on a berm so that helps me, that's good, all right,
7 but off in this -- where you're trying to provide the new
8 trees, the Norway Spruce, we had a tree damaged from
9 something that blew down, and I -- that needed some help,
10 and that's a good plan there.

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

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

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

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

1 width of even a pine over time is going -- is going to ¹²
2 have to be trimmed back from the parking space.

3 MR. MACASKILL: Yeah.

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

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

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

1 10 feet apart, possibly maybe 12 feet apart, I think my¹³
2 client would be certainly receptive to do something like
3 that.

4 CHAIRMAN MADDEN: Okay. This would be my
5 suggestion.

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

9 MR. MACASKILL: You know, I'm not that familiar
Page 11

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

16 MR. ROSENTHAL: Right. Right.

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

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

25 MR. ROSENTHAL: Yeah, I would say that the

1 approximate -- a good solution to something like this is¹⁴
2 that -- is that we -- my client could agree to place some
3 Arborvitae at discretion of the neighbors; agree to a
4 number. I don't know if that's acceptable to the Board,
5 but agree to a certain number of, possibly ten, Arborvitae
6 to be planted in there, and then at the time of planting
7 or at the time of staking the plants, have a meeting with
8 the neighbors so that we -- they could be placed in the
9 areas where they will grow to meet their needs.

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

14 MR. MACASKILL: I'd rather us, if you don't

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15 mind, not agree to a number because I have two neighbors
16 not here, and I'm speaking for them right now, and I am
17 the trustee of the neighborhood, and I would be wary of
18 saying ten if the right number applies. All right. But I
19 would definitely think that they would be very interested
20 in talking about Arborvitae Pine and number and coverage
21 to help them out, cause I have not been in their backyard
22 to look at what their issues might be versus my personal
23 issues behind my house.
24 MR. LANGDON: Mr. Macaskill, I do need you to
25 step up to the microphone.

15
1 MR. MACASKILL: Sorry.
2 MR. LANGDON: We're recording the meeting.
3 Thank you.
4 MR. MACASKILL: I would -- I would hedge on
5 saying that we have the number described before you
6 tonight.
7 CHAIRMAN MADDEN: Okay.
8 Paul, will you be okay if we just have them meet
9 and then they come back with the neighbors and the --
10 whatever it is -- First Community Credit Union?
11 MR. LANGDON: Yeah, I think, definitely, I mean
12 that's kind of, you know, over the fence kind of issue.
13 Another possibility that I would point out is,
14 you know, there we have a surplus in parking on the site
15 relative to the Zoning Code requirements, and there isn't
16 much room here in that buffer, not only because it's not
17 very wide, but because the fence kind of wanders around on
18 their property line, and then you've got some pretty
19 concentrated root mass in here.
20 The other thing that could happen is some of

21 these parking stalls could be taken out and create, you
22 know, this sort of a thing at key locations along the way.

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

1 large large tree, you know, evergreen, to -- to accomplish¹⁶
2 some of the screening that the neighbors are looking for.

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

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

11 MR. ROSENTHAL: Okay.

12 MR. LANGDON: That's one possibility.

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

19 CHAIRMAN MADDEN: Okay.

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

23 CHAIRMAN MADDEN: Okay.

24 MR. LUMLEY: And they could meet, you know,
25 before the City Council has, hopefully, it's all sorted

17
1 out by then, and everybody come forward say, here's the
2 final plan actually lined out.

3 CHAIRMAN MADDEN: Okay. Is everybody okay with
4 that?

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

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

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

14 MR. ROSENTHAL: Yes.

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

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

21 MR. EBERHARDT: Including those that were
22 previously approved?

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

18
1 buffer yard above this detention chamber here and back in
2 the corner in the, you know, in these -- in these
3 detention basins that are part of -- those would not
4 receive irrigation, but areas at the front of the building
5 definitely; areas of the new ATM and these new islands and

6 such would receive irrigation.

7 Again, First Community Credit Union is seeing
8 this as an opportunity to really improve their site, so
9 they're looking to really, you know, get some pop in their
10 landscape, so their intention is to irrigate, you know,
11 everything out front there.

12 MR. EBERHARDT: Thank you.

13 CHAIRMAN MADDEN: Well, if you're going to put
14 in new trees, I mean in the beginning, don't they need
15 water? I mean wouldn't it be better to irrigate all along
16 there too? Seems like that might be part of the problem
17 why some of these things died.

18 MR. ROSENTHAL: You talking about these things
19 along this back --

20 CHAIRMAN MADDEN: Yeah.

21 MR. ROSENTHAL: -- buffer area? Yeah, I believe
22 irrigation could be planned. There are only those three
23 trees in that back area. Those are the only new trees.
24 Everything else -- well, I guess there's some tree as
25 well. Everything else along here is existing.

1 CHAIRMAN MADDEN: But you're talking about 19
2 putting, aren't you, new trees in on the right, the far
3 right so?

4 MR. ROSENTHAL: Yes. Along here you talking?

5 CHAIRMAN MADDEN: No, no, the bottom right
6 there, underneath the canopy trees?

7 MR. ROSENTHAL: Oh, in here?

8 CHAIRMAN MADDEN: Yeah.

9 MR. ROSENTHAL: Yes.

10 CHAIRMAN MADDEN: So wouldn't that be best to

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11 irrigate it? I mean you got brand new plantings going

12 in --

13 MR. ROSENTHAL: Um --

14 CHAIRMAN MADDEN: In fact, I think running an
15 irrigation line along that whole back area.

16 MR. ROSENTHAL: Just running it along the curb?

17 CHAIRMAN MADDEN: Yeah, that whole area.

18 MR. ROSENTHAL: I believe that would be
19 something.

20 CHAIRMAN MADDEN: Okay. Thank you.

21 Anybody else in the audience?

22 MR. LANGDON: Mr. Chairman, I'm not in the
23 audience.

24 CHAIRMAN MADDEN: Pardon me?

25 MR. LANGDON: Before you close the hearing. One

20
1 item that I --

2 (Paul Langdon was sworn by the court reporter.)

3 MR. LANGDON: One item that I wanted to bring up
4 during the hearing, because really just came to our
5 attention today, frankly, is that, and we've identified
6 sort of the maintenance issue with the applicant, and
7 they're agreeable, that this corner, the southwest corner,
8 is a pole with no light attached to it, and that needs to
9 be repaired, but simply escaped our notice before that
10 there's a light back here and a light in the center,
11 another light back here at the detention basin, which are
12 floodlights. They're aimed toward the building, which is
13 appropriate, not towards the property line, but they're
14 just industrial grade flood lamps.

15 And then also on the property up in the corners
16 up here, and I believe there's one up front of the back is

Page 17

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

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

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

1 think are really the appropriate choice in the landscape,²¹
2 and then we have these old ones, which don't meet the
3 Code. I guess my request -- proposal to the applicant,
4 request of you all would be an additional condition that a
5 set of light standards be approved meeting the
6 requirements of the Zoning Code for the entire site.

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

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

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

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

1 I think it's on page 80 of our -- I'm not the²²
2 most tech-savvy guy.

3 What exactly is the ATM going to look like?
4 There looks like there's -- trying to get to page 80,
5 sorry. Page 80 has three pictures of ATM, none of which
6 match, and one of them which has some pretty extensive
7 signage, so what exactly, you know, I thought this
8 application started with the ATM machine or relocating the
9 ATM machine, and we haven't talked about the ATM. But I
10 really don't like what I'm seeing in these pictures.

11 MR. ROSENTHAL: I can't exactly speak for the
12 signage guy. If Mr. Strutman were here, he could speak to
13 this a lot better than I could.

14 I believe the ATM that they were planning to
15 install in the new location is what's shown here and here.

16 He, I believe, and, again, I apologize, but I'm
17 speaking for him, I believe this picture was to show the
18 height and the -- I'm sorry, leave that up. This was a
19 picture of the ATM itself, and this picture -- these
20 pictures were of what the canopy would look like; side
21 view and front view.

22 MR. GLANTZ: Is that the color they're going to
23 use?

24 MR. ROSENTHAL: Yes. That is their standard
25 signature color, and they use that on all signage and

1 canopy, everything, and it's also on our -- on the²³

2 building on the side.

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

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

7 CHAIRMAN MADDEN: Cynthia.

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

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

12 MS. KELLY: Whitney Kelly again.

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

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

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

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

1 Traditionally, on some of the other ATM machines²⁴
2 if it was under two square feet it was an exempted sign,
3 so that we haven't issued a permit for that. Others had a
4 little larger, and we're still looking at that prior to
5 issuing a permit.

6 MS. KRAMER: Thank you, I appreciate that.

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

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

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

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

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

23 Am I saying that right?

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

25
1 the landscape. And, two, that they'd be designed to
2 shield it appropriately so that they weren't causing
3 off-site glare.

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

12 So it's a question of not only changing the

13 shield so that it has the kind of esthetic value that it
14 coordinates with the site, which we would expect anyway,
15 but also probably that the wattage be turned down so that
16 it can still be safe without lighting it up like an
17 airport.

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

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

22 MS. KRAMER: Okay.

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

1 We pursued it with -- with the Credit Union. 26
2 They did add the shields; they turned the lights down.
3 That appeared to resolve the issue. We didn't
4 hear further complaints, so, apparently, the issue was
5 resolved.

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

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

18 CHAIRMAN MADDEN: Mr. Eberhardt.

19 MR. EBERHARDT: While we're on lighting, I
20 notice that the ATM canopy also has lights underneath of
21 it, obviously, for night people using the ATM at night.

22 How will those -- those are going to be fairly
23 high. Isn't that going to be an additional light problem
24 for the neighbors?

25 MR. ROSENTHAL: As far as I understand, those

1 lights are down lights, such as what's above you right ²⁷
2 now; that they are -- that they are can lights that shine
3 down on the ATM.

4 As far as the specific design, I apologize, I
5 can't speak to that --

6 MR. EBERHARDT: Oh, I understand.

7 MR. ROSENTHAL: -- tonight.

8 MR. EBERHARDT: It does appear on the
9 photographs that we're given though that the lights appear
10 to have a large glass globe hanging down, whether they're
11 spotlights down below, I don't know, I can't tell, but
12 just wondering if that ought to be a part of the fix as
13 well.

14 MR. LANGDON: Those would not be allowed under
15 Zoning Code Regulations that require full shielding, so
16 they would be obliged, under current regulations, to use
17 something more like what's over your head, a recessed
18 bulb, than this type of globe fixtures.

19 MR. ROSENTHAL: And I believe that was -- the
20 agreement was that the ATM would have to follow this
21 signage standard and guideline, you know, as
22 Ms. Kelly --

23 MR. EBERHARDT: Not talking about signage. I'm
Page 23

24 talking about lighting.

25 MR. ROSENTHAL: Right. Yeah, that would be part

28

1 of --

2 MR. LANGDON: Sure, they must meet all the
3 requirements of the Zoning Codes, as well as any
4 additional use.

5 I think do sort of show the difference, if you
6 look at the canopy over the Phillip 66 station at Ballas
7 and Olive, most gas station canopies have that hanging
8 glass lens, and it does create a distinct off-site glare.

9 If you look at that canopy, the lights are up
10 inside of it, and while it's still very bright and there
11 is reflected light, you don't have that -- that direct
12 light shining out at the street like you normally would.

13 MR. EBERHARDT: I see.

14 CHAIRMAN MADDEN: Dr. Barton.

15 MR. BARTON: It's a shame the applicant couldn't
16 be here.

17 Page 90 there's a view looking down towards the
18 dumpster along a row of trees, and then there's a fence
19 line behind the dumpster.

20 Is that the fence that separates us from --
21 separates the back from the back neighbors?

22 MR. ROSENTHAL: It's viewing to the south past
23 the dumpster, and you see the fence --

24 MR. BARTON: Uh-huh.

25 MR. ROSENTHAL: -- yes, that would be the fence.

29

1 MR. BARTON: Well, hopefully, your discussions
2 are with the applicant and the neighbors would kind of

3 come up with creative solutions to try to maybe help them
4 plant trees on their side or some sort of -- I'm kind of,
5 you know, obviously, you're the expert, and it seems kind
6 of unlikely that trees are going to grow well at the base
7 of that fence on the north side of the fence, so,
8 hopefully, there'll be some solution.

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

12 MR. ROSENTHAL: Yeah.

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

20 MR. ROSENTHAL: Yeah.

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

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

30
1 to be a wood-stained kind of PVC enclosure.

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

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

9 would come around, yes, so there would be fence screening
10 of the dumpster as well as landscape screening.

11 CHAIRMAN MADDEN: Mr. Glantz.

12 MR. GLANTZ: You know, Mr. Langdon's suggestion
13 of taking some of those parking spaces in the rear and
14 putting some landscape islands would add some depth to
15 that -- to the landscaping buffer between the Credit Union
16 and the subdivisions, and that might be a --

17 MR. BARTON: Right.

18 MR. GLANTZ: And I agree 100 percent with what
19 you're saying. There's a fine line here between, you
20 know, we appreciate the Credit Union trying to be a good
21 corporate neighbor and do the right thing. We don't want
22 to have too big of a hammer, and yet at the same time
23 there's the opportunity to -- to improve the -- the
24 appearance of not only the Credit Union, but that buffer
25 area again between the Credit Union and the neighborhood.

1 And I think it sounds like everybody's pretty³¹
2 sensitive to that.

3 MR. ROSENTHAL: Yeah.

4 MR. GLANTZ: And so we could have a win/win --
5 win situation here.

6 MR. ROSENTHAL: And I would like to note that I
7 believe that would be a good solution as well. Again, you
8 know, I apologize he's not here to speak for himself.

9 Some of these islands that you see where they
10 were taken out was an effort to get into a 63 percent
11 coverage from the 70 percent that they were at. So the
12 purpose of some of these islands was simply that; to -- to
13 get more green space to meet the coverage. So if some of

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

22 CHAIRMAN MADDEN: Mr. Langdon.

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

1 from the traffic safety perspective cause cars northbound³²
2 on Graeser turn the corner, if you've got a car backing up
3 from these spots, you have a definite risk.

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

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

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

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

18 Given that we have a parking surplus, and that
19 all banks and credit unions tell us that the business is

20 shifting to the ATM and to the drive-through islands as
21 quickly as possible, that there's very little parking that
22 goes on at these facilities anymore. I don't see why we
23 need to maintain a heavy surplus of parking at the expense
24 of appropriate landscaping for the site.

25 So that would be my perspective as we try to

33

1 address that issue.

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

5 Mr. Caldwell.

6 (David Caldwell was sworn by the court
7 reporter.)

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

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

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

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

1 I was -- I don't know if that's allowed or not. I think ³⁴
2 it's been removed, but I think that should be a condition
3 that's not put back.

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

14 I think those are my points.

15 CHAIRMAN MADDEN: Thank you.

16 Is there anybody else?

17 Mr. Eberhardt.

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

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

1 come back to us with some further definition. ³⁵

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

4 MR. BARTON: Is that a motion?

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

8 If everybody's agreeable to that.

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

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

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13         So if there's nobody else, I'm going to close
14     it.
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15 MR. LUMLEY: I offer my exhibits. Are you ready
16 for that?

17 CHAIRMAN MADDEN: Yes.

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

1 CHAIRMAN MADDEN: Okay. And we officially close 36
2 the meeting.

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

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1 STATE OF MISSOURI }
2 COUNTY OF ST. LOUIS } SS

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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
Dr. Barton – aye

Ms. Kramer – aye
Chair – aye

Mr. Eberhardt – 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
Mr. Schnarr – aye

Ms. Kramer – nay
Chair – aye

Mr. Eberhardt – 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

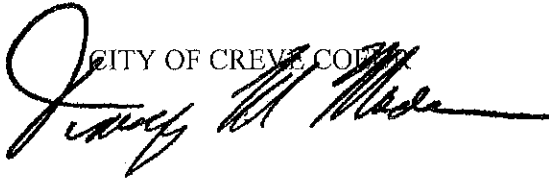
Re: Conditional Use Permit #11-009 -- ATM Relocation and Site Development Plan
10950 Olive Boulevard

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 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 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~~

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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 subsequently amended pursuant to~~ 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 becaeome Participants under Section 2.01 of the Plan, and Participants who again becaeome Active Participants pursuant to Section 2.02(a) of the Plan. Persons who becaeome 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~~ 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~~Hour of ~~s~~Service 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~~Service 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~~Aplan administrator 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~~ a timely and proper election with the ~~P~~plan ~~A~~administrator on forms provided by the ~~P~~plan ~~A~~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~~plan ~~A~~administrator 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 1/2) 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~~spouse or ~~B~~beneficiary, payment of such equivalent benefit may be in lieu of the benefits otherwise payable ~~hereunder~~ 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~~employees 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~~Years of ~~s~~Service 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~~yyears of ~~S~~sService 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 9.069.05 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~~ restatement ~~of the~~ Plan is hereby executed on the _____ day of _____, 20____.

ATTEST: (SEAL)

CITY OF CREVE COEUR

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 from 13% 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. 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. Health 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 your 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: Kernan, 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 established 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

**AN ORDINANCE REPEALING ORDINANCE NUMBER 4085 AND AUTHORIZING
THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR GRANITE CITY
FOOD AND BREWERY RESTAURANT LOCATED AT 11411 OLIVE BOULEVARD**

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

WHEREAS, conditional use permit ordinance #4085, was approved by the City Council on May 29, 2007, to allow an 11,360 square-foot, full service restaurant at 11411 Olive Boulevard; and

WHEREAS, an application was submitted by Mr. Nick Fox of Fox Consulting, Inc., on behalf of Granite City Food and Brewery, to amend Ordinance #4085 to allow the expansion of the bar and installation of an outdoor patio at the existing restaurant at 11411 Olive Boulevard; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, July 5, 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)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on July 5, 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.

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

Section 1: Ordinance #4085 is hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a restaurant located at 11411 Olive Boulevard, in the "CB" Core Business zoning district, within the "West Oak Shopping Center" development whose legal description is as follows:

A tract of land in U.S. Survey 1962, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Olive Street Road (Missouri State Highway K (340)) at its intersection with the Southwestern line of property conveyed to Onyx Corporation by Deed recorded in Book 6883, Page 1587 of the St. Louis County Records; thence along said Northern road line South 89 degrees 56 minutes 23 seconds West, 418.54 feet to a point of curve; thence Northwestwardly along a curve to the right having a radius of 2,819.93 feet, an arc distance of 226.40 feet to a point of tangency; thence continuing along said road line, North 85 degrees 27 minutes 37 seconds West, 229.29 feet to a point being the most Eastern corner of right-of-way dedicated to St. Louis County by Deed recorded in Book 7823, Page 57 of the St. Louis County Records, thence along the Northeastern line of said dedication North 57 degrees 33 minutes 52 seconds West, 26.51 feet to the most Western corner thereof, said point being on the Northeastern line of Craig Road, 60 feet wide, thence along said Northeast line of Craig Road, North 29 degrees 40 minutes 07 seconds West, 700.28 feet to the Northwest corner of property conveyed to Caplaco Nine, Inc., according to Deed recorded in Book 8244, Page 2390; thence Northeasterly, along the Northwest line thereof, North 60 degrees 12 minutes 45 seconds East 531.96 feet to a point in the Southwest line of PARK WEST PLAT 5, a subdivision according to the plat thereof recorded in Plat Book 96, Page 30 of the St. Louis County Records; thence along said Southwest line, South 29 degrees 26 minutes 00 seconds East, 129.60 feet to the most Southern corner of Lot 136 of said Subdivision; thence along the Southeast line of PARK WEST PLAT 5, North 60 degrees 22 minutes 10 seconds East, 231.30 feet to its intersection with a line being the direct Northwestwardly prolongation of the Southwest line of property conveyed to Schrier by Deed recorded in Book 5812, Page 423; thence Southeastwardly along said line and along the Southwest line of PARK WEST PLAT 4, a Subdivision according to the plat thereof recorded in Plat Book 94, Page 1, along the Southwest line of PARK WEST PLAT 1, a Subdivision according to the plat thereof recorded as Daily NO. 204 on May 16, 1958, along the Southwest line of PARK WEST PLAT 2, a subdivision according to the plat thereof recorded in Plat Book 86, Page 46 and along the Southwest line of property conveyed to Onyx Corporation, as aforementioned, South 29 degrees 24 minutes 48 seconds East, 1050.40 feet to the point of beginning and containing 16.047 Acres.

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

1. This Conditional Use Permit shall be for the operation of an 11,916 square-foot, full service restaurant with a maximum of 303 seats, up to 28 of which may be located in an outdoor patio, subject to Section 405.470.13 of the City of Creve Coeur Zoning Code.

2. Said use shall be located in the lease unit currently addressed as 11411 Olive Boulevard within the West Oak Shopping Center development.
3. The exterior of the existing structure may be altered to include an expanded bar area and outdoor patio in substantial conformance with the construction drawings titled "Patio Addition and Bar Extension" issued by GHA Architects on May 25, 2011, and elevation and landscaping drawings dated June 15, 2011.
4. Any new site coverage resulting from the building alternations permitted by this ordinance shall be offset by an equal or greater area of new greenspace located elsewhere on the property, subject to the review and approval of the Zoning Administrator.
5. The hours of operation shall be: 11:00 a.m. to 11:00 p.m. Monday through Thursday; 11:00 a.m. to Midnight Friday; 9:00 a.m. to Midnight Saturday; and 10:00 a.m. to 10:00 p.m. Sunday.
6. Additional business hours are permitted with the Zoning Administrator's approval. Business hours can be approved for the catering of special events.
7. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
8. Employee parking, delivery and company vehicles shall be parked in the parking area located behind the building.
9. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
10. There shall be no outdoor storage or long-term placement of any materials or equipment including, but not limited to, storage of outdoor tables, chairs, umbrellas, gas tanks, and milk crates.
11. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
12. Any mechanical equipment installed for the site shall be properly screened with approved materials.
13. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
14. 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.
15. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
16. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. 5319

ORDINANCE NO. _____

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 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
#11-015 TO REPEAL ORDINANCE NUMBER 4085 AND REPLACE WITH A
NEW CONDITIONAL USE PERMIT FOR GRANITE CITY BREWERY
LOCATED AT 11411 OLIVE BOULEVARD**

FOR THE MEETING OF: June 20, 2011

LOCATION: 11411 Olive Boulevard

REQUEST:

Nick Fox, of Fox Consulting, on behalf of Granite City Food and Brewery, has submitted a request to amend their conditional use permit for an outdoor dining area, and an expansion of the seating in the bar area. The property is located at 11411 Olive Boulevard within the West Oak Shopping Center (see attached map), north of Olive Boulevard and east of Craig Road, and is currently zoned "CB" Core Business District.

ADDITIONAL INFORMATION:

All eating and drinking places are permitted by condition use permit in the "CB" Core Business District [Section 405.370(C)(1)(g)]. Ordinance No. 4085 authorizing the conditional use permit for Gateway City (now referred to as Granite City) Food and Brewery requires that any future enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission.

Key Issues:

- Does the request integrate with the existing permitted use?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

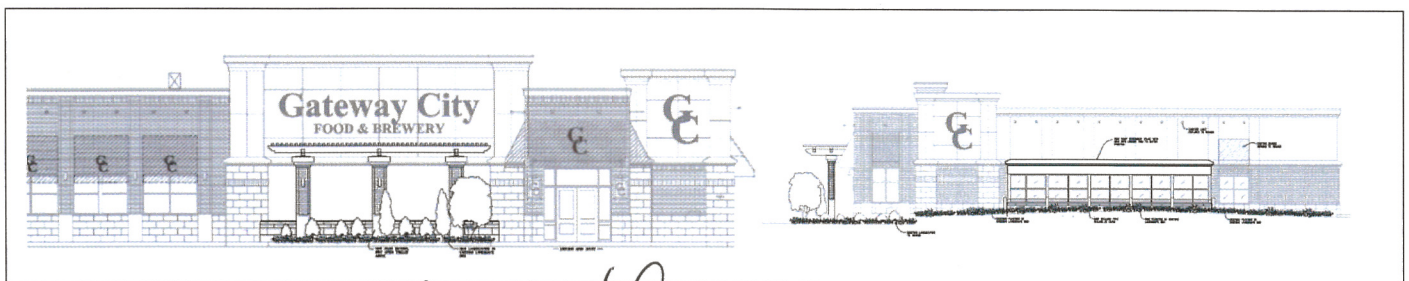
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

- Section 405.370 "CB" Core Business District
- Section 405.470 Conditional Uses
- Section 405.610 Non-Conformities
- Section 405.820 Required Off-Street Parking Spaces

APPLICANTS: Nick Fox
Fox Consulting, Inc.
6324 Mac Arthur Drive
Woodridge, IL 60517

OWNER: Granite City Food & Brewery
5831 Cedar Lake Road
Saint Louis Park, MN 55416



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

6/16/2011
Date

ATTACHMENTS: Applicant's building plans dated May 25, 2011, and revised elevation and landscaping drawings received June 15, 2011
Draft Ordinance
Ordinance No. 4085

INTRODUCTION

Dunham Capital Management received a conditional use permit (Ordinance No. 4085) for what was then referred to as Gateway City Food and Brewery on May 29, 2007. The conditional use permit was for the operation of an 11,360 square-foot eating and drinking establishment with a maximum seating of 300 seats. Hours of operation were limited to 11:00 a.m. to 10:00 p.m., Monday through Thursday, Friday and Saturday 11:00 a.m. to midnight, and Sunday 10:00 a.m. to 10:00 p.m.

Nick Fox, of Fox Consulting, on behalf of Granite City (GC's) Food and Brewery, has submitted a request to amend the conditional use permit for an outdoor patio and dining area, and an expansion of the seating in the bar area. The proposed exterior patio along the west façade will add 476 square feet of dining area, and the interior bar area bump-out along the south façade will add an additional 80 square feet of space, for a total of 556 square feet of new floor area, for a total of 11,916 square feet. Existing seating within the restaurant is 287. The proposed remodel will reconfigure the interior seating and add an additional 16 seats for a total of 303 seats for the restaurant, of which 28 seats are for the outdoor patio area. The applicant's seating tabulation is below:

SEATING TABULATIONS				
Granite City—Creve Coeur, MO 05-27-11				
BAR		EXISTING	EXISTING TO BE REMOVED	NEW
	TYPE	# SEATS		
	BAR STOOLS	15	15	15
	4 TOP TABLES	8	8	20
	8 TOP TABLES	—	—	8
	4 TOP BOOTHS	28	24	20
DINING	6 TOP BOOTHS	6	—	—
	TOTALS	57	47	63
	4 TOP TABLES	92	72	52
	6 TOP TABLES	60	—	—
	6 TOP BOOTHS	30	30	—
	4 TOP BOOTHS	48	—	—
PATIO	2 TOP TABLES	—	—	14
	8 TOP TABLES	—	—	8
	TOTALS	230	102	74
	4 TOP TABLES	—	—	28
	TOTALS	287	—149	165
	138 REMAINING + 165 NEW = 303 FINAL SEATS			

The proposed patio will require the partial removal of the landscaped planter area on the west façade, and the interior bar extension will encroach into the existing green space on the south façade.

GC's Food and Brewery is also seeking a change in operating hours from 11:00 am to 10:00 pm Monday through Thursday to 11:00 am to 11:00 pm Monday through Thursday, and extending Saturday's hours by two hours in the morning to 9:00 a.m. to midnight. Friday and Sunday hours will remain the same. The property is located at 11411 Olive Boulevard within the West Oak Shopping Center (see attached map), north of Olive Boulevard and east of Craig Road, and is currently zoned "CB" Core Business District. Because the original ordinance references

outdated sections of the City's Code of Ordinances, Staff is recommending a repeal of the existing ordinance and replacing it with a new conditional use permit.

BACKGROUND AND ZONING HISTORY

West Oak Square is located northeast of the intersection of Olive Boulevard and Craig Road. The first phase of West Oak Square was built in 1978 and the existing facility was fully built around 1980. The shopping center includes a 73,000 square foot grocery as the primary anchor and 56,000 square feet of retail area. The overall development is legally pre-existing, with non-conforming site coverage and parking.

In October 2009, Mr. Cunningham, of Caplaco Nine, Inc., the owners of West Oak Square Shopping Plaza, received approval for a 15% reduction in the required number of parking spaces for the plaza based on the dynamics that typically result in a shopping center whereby the center as a whole needs less parking than the sum of the individual uses. A parking study was conducted on behalf of Caplaco Nine, Inc., that studied a maximum occupancy scenario wherein the maximum amount of floor area allocated to restaurants was assumed. GC's Food and Brewery was within the mix of uses assumed by the study.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Assisted living facility and single family residences	"CB" Core Business and St. Louis Co. R-3 Residential	N/A
South	Office buildings	"PO" Planned Office	Olive Boulevard
East	Single residences and general retail	St. Louis Co. R-3 Residential and "CB" Core Business	N/A
West	Office buildings and general retail	"CB" Core Business	Craig Road

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses. While the overall site does not meet with the goals of the Comprehensive Plan for any future development within the Central Business District area, this request furthers the existing structure toward the intent of the Comprehensive Plan by providing for outdoor amenities. The goals listed under the Community Health and Connectivity of the Comprehensive Plan include requiring new commercial, institutional, and multi-family development or redevelopment to include public amenities such as pedestrian connections, bicycle facilities, public sitting/gathering areas, and open space, as appropriate (page 22).

The Design Guidelines further encourage visually interesting building facades, and activities should be maintained and/or established to engage pedestrian interest, such as primary entrances and display windows. Outdoor seating and dining areas that face the street is also encouraged (page 5). The proposed outdoor dining does provide an improvement that brings the site further along the intent of the Design Guidelines than the existing façade.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing a tenant space on a preexisting, legally non-conforming site. Ordinance No. 4085 authorized the conditional use permit for Gateway City Food and Brewery in 2007 requires that any enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a building permit for the enlargement, expansion or alteration may be issued.

Use Intensity:

Section 405.470.13.b. limits restaurants to no more than 25% of the building square footage collectively. Restaurants operating within the center are Chipotle Mexican Grill, Pizza Hut-Take Out, Crazy Bowls & Wraps, Einstein's Bagels, Jimmy John's and Granite City Food & Brewery. The current restaurant square footage is 17% of the West Oak Shopping Center development. The proposed project will increase the square footage of restaurant space by less than 0.5% of the total development, well within the 25% allowed.

Site Coverage:

The proposed patio will require the partial removal of the landscaped planter area on the west façade. Section 405.120 defines *site coverage*: *The area of a non-residential site which is covered by buildings, driveways, parking lots, loading areas, but excluding landscaped and green spaces, plaza, pedestrian circulation and unpaved buffer areas.* The proposed outdoor dining area is categorized as an exclusion of coverage, and thus do not represent additional site coverage on the property. The plantings to be removed do not include any large scale trees or significant large scale plantings.

However, the extension of the bar area will increase the coverage by approximately 80 square feet, by extending the structure into the green space along the south façade. Section 405.610 Non-Conformities states that a non-conforming use shall not be extended, expanded or enlarged or increased in intensity. As the property has pre-existing, non-conforming site coverage, the applicant is proposing to remove a parking space equivalent in size to the square footage of the extension of approximately 80 square feet (one parking space, equals to one-to-one in square feet) at the south east corner. Therefore, the draft ordinance includes a condition for the removal of coverage to this effect.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area.

As discussed earlier, West Oak Square Shopping Center received approval for a 15% reduction in the required number of parking spaces necessary. The total parking required for all current uses within the center is 795 parking spaces, leaving a surplus of 133 spaces available on site. This calculation included the prior approved maximum of 300 seats for GC's Food and Brewery. The proposed renovations will create a total maximum seating of 303, with 28 of those for the outdoor patio, therefore no significant impact on the parking is expected. Nor should there be any impact from the removal of a parking space to off-set the coverage related to the non-

conformity. Further, on several site visits throughout the year, staff has observed plenty of parking available on-site at any given time.

Signs:

The drawings submitted by the applicant shows new signage on the west façade. The applicant has indicated that he is not aware of a request to change the existing sign, and no sign application has been submitted at this time. The review and approval of the conditional use permit for proposed outdoor dining area and expansion of the bar area does not constitute approval of any signage.

FORM OF THE DRAFT ORDINANCE

The draft ordinance is generally in keeping with the original ordinance, approved on May 29, 2007. Since the proposed expansion is entirely within the existing development, and therefore generally governed by the site development plan for the West Oak Shopping Center, the draft ordinance does not contain a section relating to site development plan conditions, beyond the requirement of removal of coverage to off-set the bar area expansion.

Conditions discussed within the staff report which are included in the draft ordinance include:

1. The Conditional Use Permit shall be for the operation of 11,916 eating and drinking establishment at 11411 Olive Boulevard
2. Maximum seating permitted is limited to 303 seats, including a maximum of 28 seats for outdoor dining.
3. Hours of operation shall be 11:00 a.m. to 11:00 p.m. Monday through Thursday, Friday 11:00 a.m. to Midnight, Saturday 9:00 a.m. to Midnight, and Sunday 10:00 a.m. to 10:00 p.m.
4. The building remodel shall be consistent with the building plans dated May 25, 2011, and revised elevation and landscaping drawings received June 15, 2011.
5. A site plan shall be submitted indicating the removal of coverage in the parking area at a one-to-one ratio of the new area of coverage created.

ACTION

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

MOTION

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

“I move to recommend approval of the Conditional Use Permit for the Granite City Food and Brewery submitted with Application #11-015, subject to the conditions contained in the draft ordinance attached to the staff report dated June 20, 2011” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

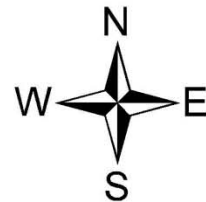
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP



Legend

-  City Limit
-  Property Lines
-  West Oak Shopping Center 11411 Olive Boulevard



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 06/14/2011
	Description: View of the south portion of the west façade where the proposed new outdoor dining area shall be placed.
	Description: View of the west façade looking east from the parking area.
	Description: View looking northwest at the main entrance to the restaurant where the proposed patio will be placed, requiring removal of some of the landscaped planter area.

	Description: View of the west façade looking northwest from the sidewalk at the southwest corner of the building.
	Description: View of the south façade from the entrance into the bank. The expansion of the bar will extend two feet by 40 feet in front of the existing windows.
	View along the south façade and the green space that the bar area expansion will encroach upon.



Description: View looking southwest from the main entrance of the building out to the parking lot.

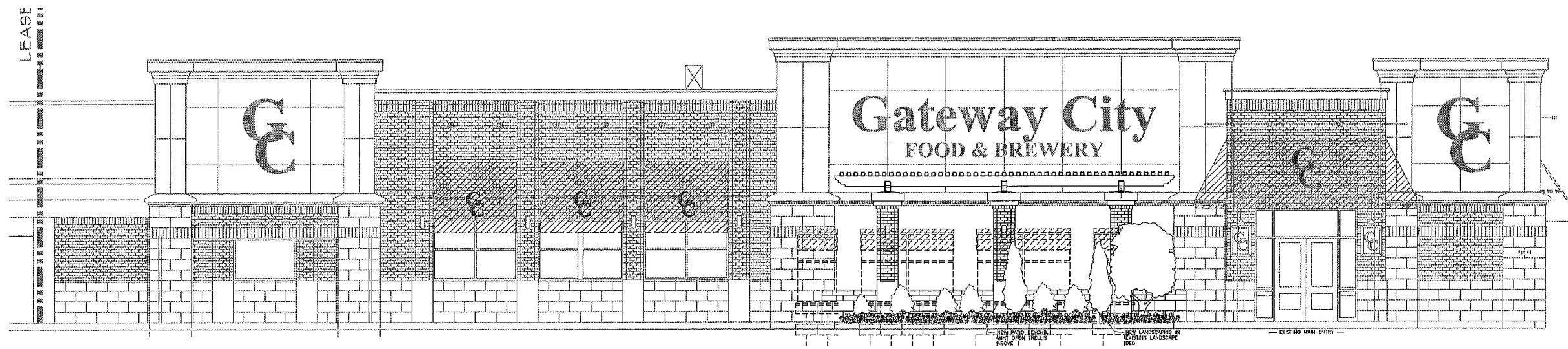


Description: View looking west from GC's.

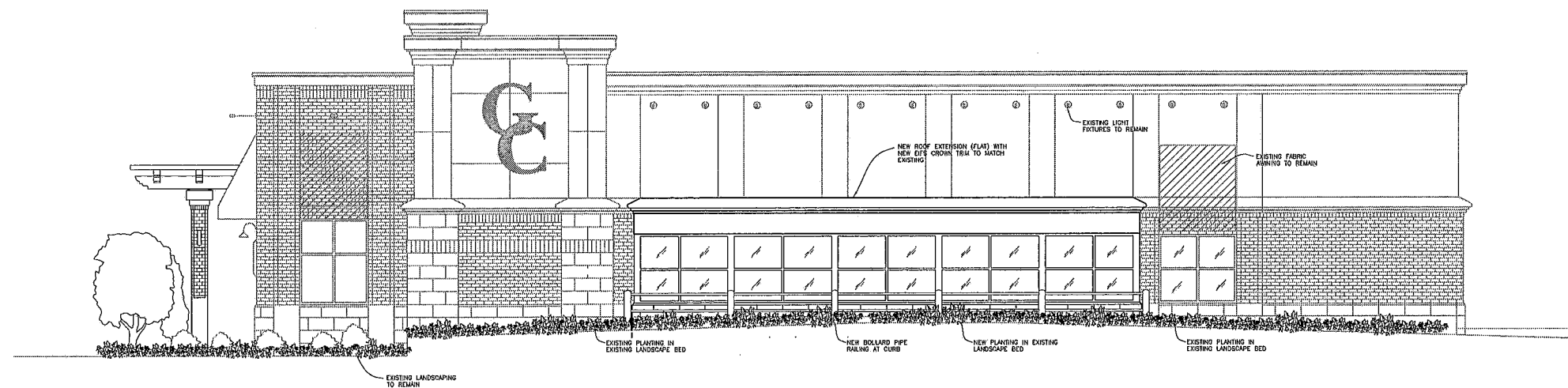



ELEVATION AT PATIO
 SCALE: Not to Scale

RECEIVED
 JUN 15 2011
 PLANNING DEPT.



ELEVATION AT PATIO
SCALE: Not to Scale

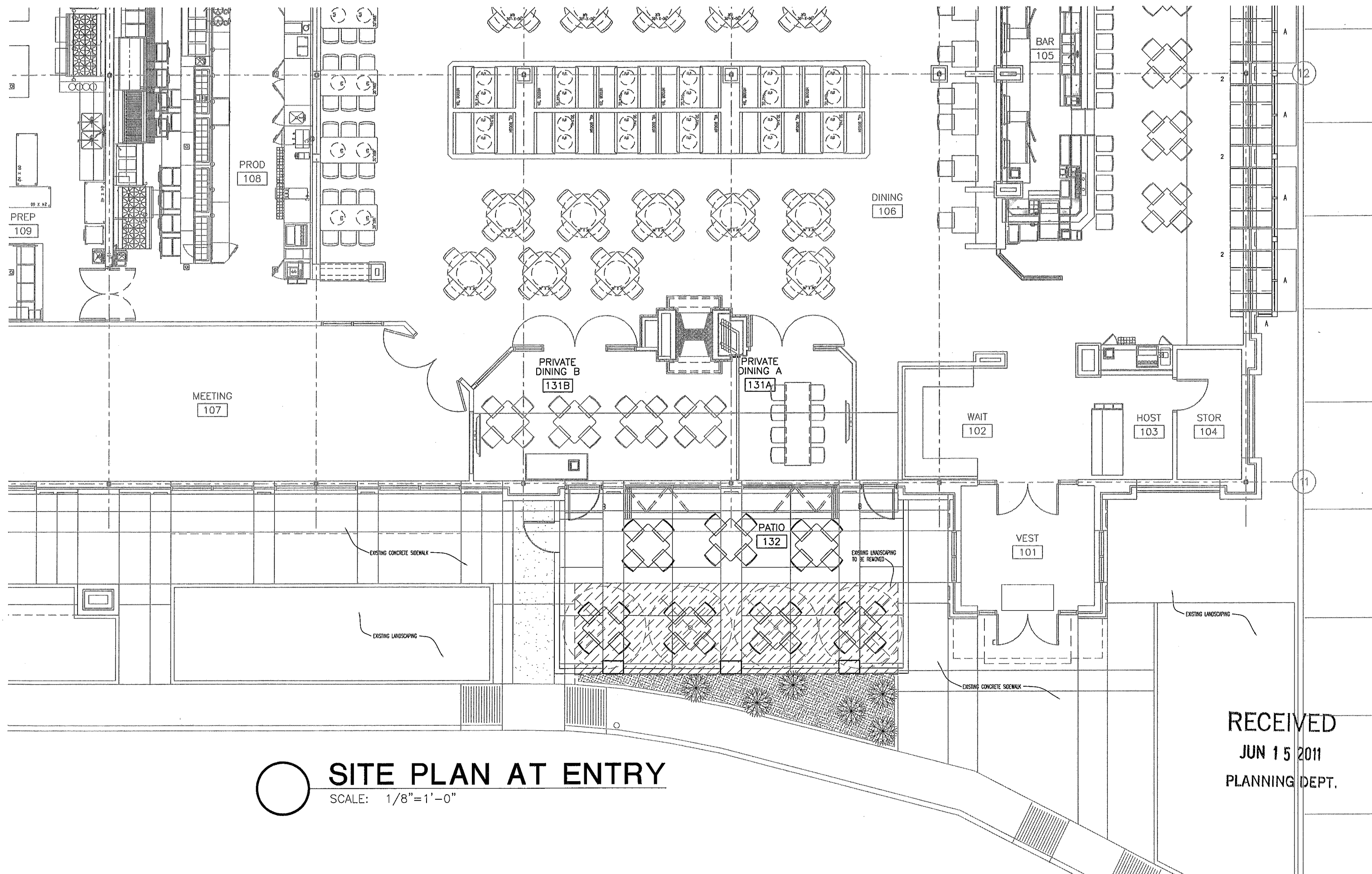


ELEVATION AT BAR EXTENSION
SCALE: Not to Scale

**Granite City
Food & Brewery**

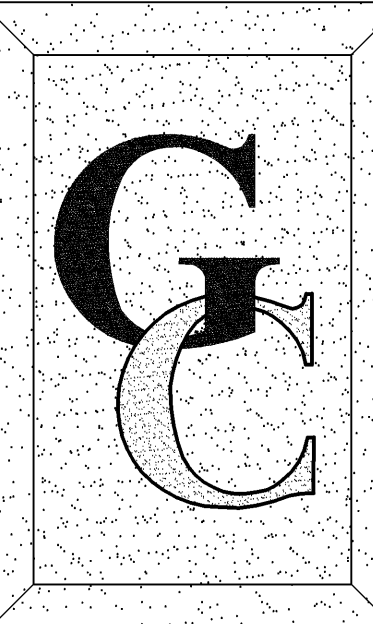
Creve Coeur, MO
Elevation at New Patio
06-15-11

RECEIVED
JUN 15 2011
PLANNING DEPT.



SITE PLAN AT ENTRY
 SCALE: 1/8"=1'-0"

RECEIVED
 JUN 15 2011
 PLANNING DEPT.



GRANITE CITY
FOOD & BREWERY

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY
ALL EXISTING CONDITIONS AND
DIMENSIONS—NOTIFY ARCHITECT
OF ANY DISCREPANCIES PRIOR
TO BEGINNING CONSTRUCTION

NO REVISION

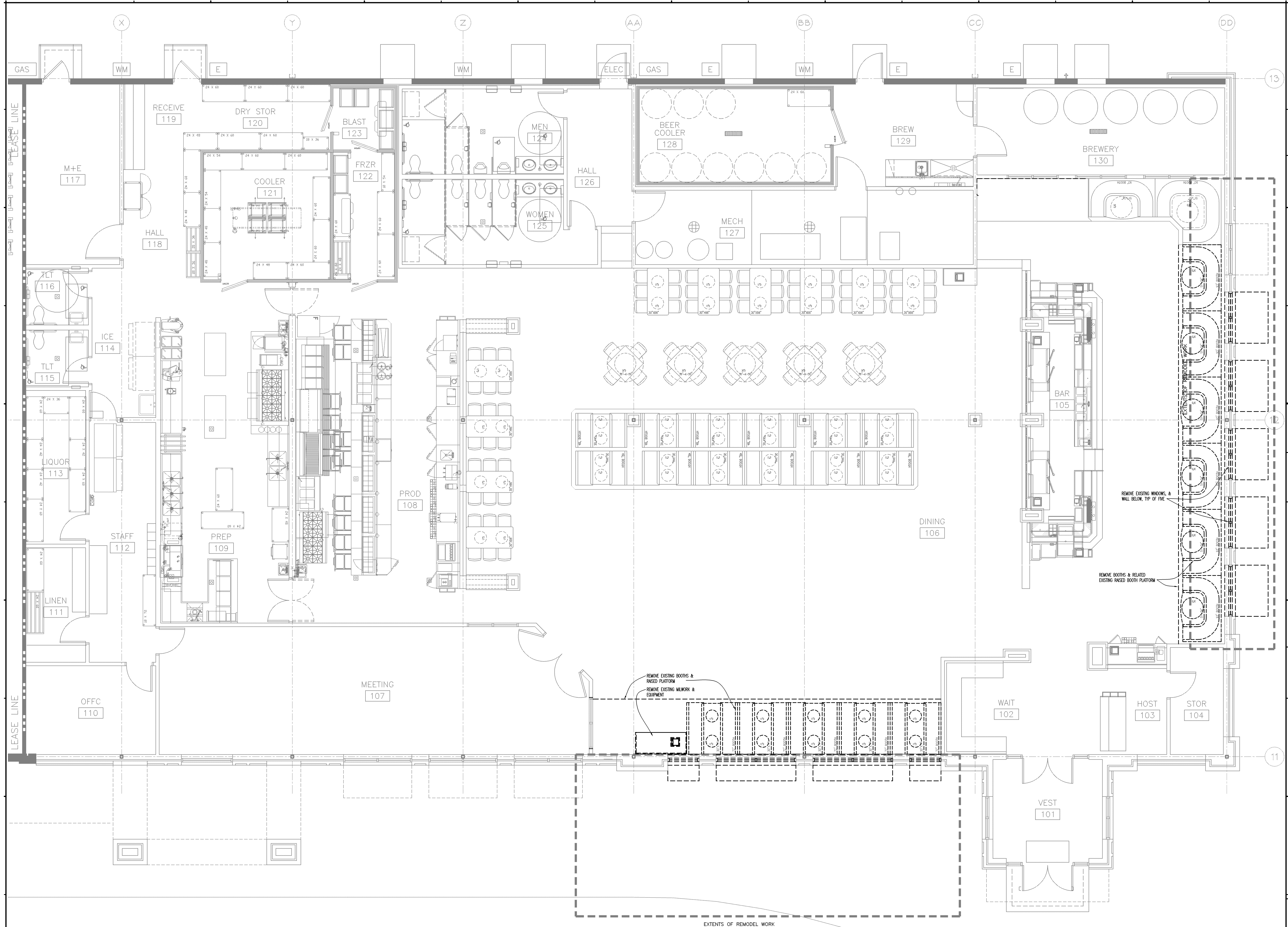
ISSUE FOR PERMIT 03-23-11

PROJECT NUMBER
110299

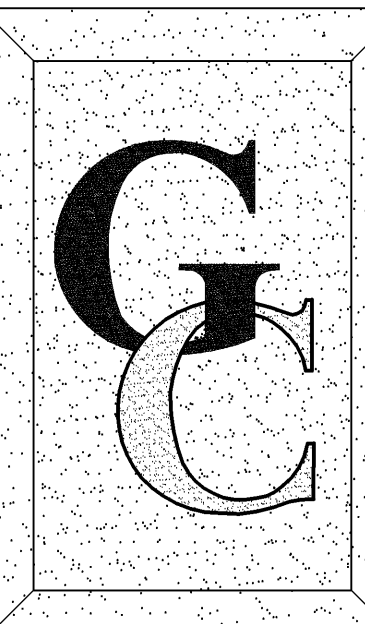
SHEET NUMBER

A101

DATE OF THIS PRINTING - May 25, 20



01 EXISTING CONDITIONS / DEMO FLOOR PLAN
SCALE: 1/4"=1'-0"



**GRANITE CITY
FOOD & BREWERY**

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY
ALL EXISTING CONDITIONS AND
DIMENSIONS-NOTIFY ARCHITECT
OF ANY DISCREPANCIES PRIOR TO
BEGINNING CONSTRUCTION

NO REVISION

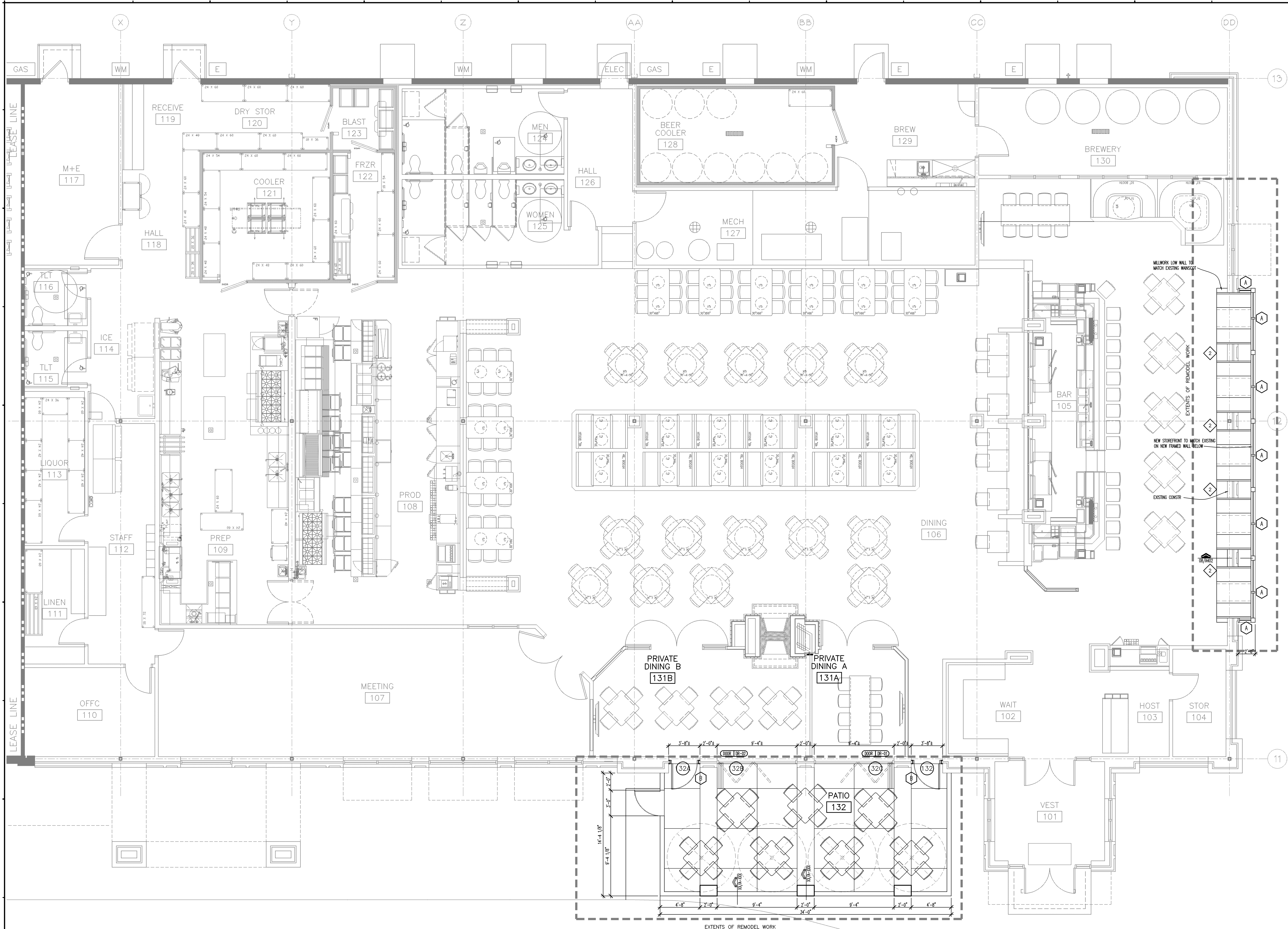
ISSUE FOR PERMIT 05-25-11
DESIGN DEVELOPMENT ISSUE DATED 04-28-11

PROJECT NUMBER
110299

SHEET NUMBER

A102

ORIGINAL ISSUE DATE -
DATE OF THIS PRINTING - May 25, 2011



02 PROPOSED FLOOR PLAN

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

EXTENTS OF REMODEL WORK

BILL NUMBER 5078

ORDINANCE NUMBER 4085

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN EATING AND DRINKING ESTABLISHMENT FOR GATEWAY CITY FOOD AND BREWERY LOCATED AT 11411 OLIVE BOULEVARD, NORTH OF OLIVE BOULEVARD, EAST OF CRAIG ROAD, AND ZONED 'CB' CORE BUSINESS DISTRICT

WHEREAS, application was made by Mr. Wade Behm with Dunham Capital Management for a Conditional Use Permit under the City's Zoning Ordinance to operate an eating and drinking place, located at 11411 Olive Boulevard, zoned CB, Core Business District, and

WHEREAS, under Section 26-43.3(g), all eating and drinking places require the issuance of a Conditional Use Permit as provided in Section 26-114, and

WHEREAS, on April 16, 2007, the Planning and Zoning Commission of the City of Creve Coeur, by unanimous vote recommended approval of said application and accompanying site development plan on certain conditions as per Section 26-114.4(b), and

WHEREAS, a public hearing was held by the Creve Coeur City Council on Monday, May 14, 2007, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the Conditional Use Permit as provided by Section 26-114.4(c), and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian on April 27, 2007 and in the West County Journal the week of April 30, 2007, newspapers of general circulation in the City of Creve Coeur, and

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

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

- (a) Complies with all applicable provisions of the Zoning Code including Environmental Performance Standards presented in Section 26-64, the criteria in Section 26-52, and the standards regarding yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs;
- (b) Will contribute to and promote the community welfare and convenience at the specific location;
- (c) Will not cause substantial injury to the value of neighboring property;
- (d) Acknowledge the City's Comprehensive Plan and any applicable neighborhood or sector plans and comply with other applicable zoning district regulations and provisions of the Zoning Code.
- (e) Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in the Zoning Code.
- (f) Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a 11,360 sq. ft. eating and drinking place addressed as 11411 Olive Boulevard, zoned 'CB' Core Business District, as shown on the Site Development Plan, received by the Department of Community Development on March 8, 2007, subject to the conditions stated in Section 2.

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

1. This Conditional Use Permit shall be for the operation of an 11,360 sq. ft. eating and drinking establishment subject to Section 26-52.13 of the City of Creve Coeur Zoning Code.
2. Said use shall be located on the property currently addressed as 11411 Olive Boulevard.
3. The maximum seating permitted is limited to 300 seats, as defined by the City's Zoning Ordinance.
4. The hours of operation shall be from 11:00 a.m. to 10:00 p.m. Monday through Thursday, Friday and Saturday 11:00 a.m. to 12:00 p.m., and Sunday 10:00 a.m. to 10:00 p.m.
5. The floor plan for the proposed restaurant shall be filed with the City's Zoning Administrator showing the type and location of all equipment, furniture, seating capacity, and other information which may be requested by the building official.
6. All signs for the restaurant must be in conformance with the City's sign regulations, and permits must be obtained for the erection or modification of any sign on the premises. Banners, pennants, fringe, light pinwheels or other similar devices for attracting attention may be displayed only in conformance with the City's current sign regulations. Exposed neon signs shall only be used in conformance with the current sign regulations of the City of Creve Coeur.
7. There shall be no outdoor storage or placement of any materials or equipment used in conjunction with the restaurant, including but not limited to storage of outdoor tables, chairs, umbrellas, gas tanks, and milk crates.
8. Any mechanical equipment installed for the restaurant shall be properly screened with approved materials.
9. Additional business hours are permitted with the Department of Community Development's approval. Business hours can be approved for the catering of special events.
10. Employee parking, delivery and company vehicles shall be parked in the parking area located behind the building.
11. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. All new, modified or altered overhead utilities servicing the subject tenant space shall be placed underground.
13. The seating area must have sufficient proper signs to comply with the "No Smoking" Ordinance Number 1392 and amending Ordinance Number 1548.
14. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s) including successive operator(s), owner(s) or manager(s) who shall forward to the Zoning Enforcement Officer an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith. Failure to comply with this provision shall not excuse anyone from these conditions.
15. All conditions contained within this permit shall be posted upon the properties in such a manner that it is visible to the public and the operator of said facilities.
16. 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.
17. No Conditional Use Permit granted by the City Council shall be valid for a period longer than one year from the date it grants the Conditional Use Permit, unless within such period: (1) a Building Permit is obtained and construction is begun; or (2) if a Building Permit is not required, an Occupancy Permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
18. 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.

19. The use of outdoor speakers for the amplification of music and spoken word is prohibited.
20. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.

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

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

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

Section 5: This ordinance shall become effective 15 days after adoption by the City Council and the signing thereof by the Mayor.

Adopted this 29th day of May, 2007.


DAVID KREUTER
PRESIDENT OF CITY COUNCIL

Approved this 29th day of May, 2007.


HAROLD L. DIELMANN
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

June 20, 2011

Creve Couer Planning and Zoning Commission Meeting

RE: Request to amend Conditional Use Permit for the Granite City Food and Brewery West Oak Shopping Center, 11411 Olive Boulevard, Creve Couer, MO 63141

Do to the nature of the request and the proximity of my residence which backs up to the Granite City Food and Brewery restaurant I herby request that a sound wall be placed between my residence and the Granite City Food and Brewery restaurant to decrease the inevitable noise from restaurant patrons sitting at the outdoor patio complex. Currently I must endure the early morning hour trash trucks bagging the large metal trash bins throughout the week. I wish to not have to endure evening and night hours with more noise than is necessary. This in my opinion is not an unreasonable request which allows the restaurant to expand business without inhibiting my ability to obtain rest in my home.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Dwayne Maxam", written in a cursive style.

Dwayne Maxam
3 Nassau Circle
St. Louis, MO 63146



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, JULY 5, 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 Tuesday, July 5, 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 - Absent
 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

NEW BUSINESS

Application #11-015: A request to repeal Ordinance #4085 and replace with a new conditional use permit for the Granite City Brewery located at 11411 Olive Boulevard to allow an outdoor patio and expansion of the inside bar area.

Applicant/Agent: Nick Fox
Fox Consulting, Inc
6324 Mac Arthur Drive
Woodridge, IL 60517

Nick Fox, Granite City Food and Brewery, has submitted a request to amend their conditional use permit for an outdoor dining area, and an expansion of the seating in the bar area. Whitney Kelly, City Planner, summarized the project and presented the staff report on behalf of the City of Creve Coeur. The proposed exterior patio along the west façade will add 476 square feet of dining area, and the interior bar area bump-out along the south façade will add an additional 80 square feet of space, for a total of 556 square feet of new floor area, for a total of 11,916 square feet. Existing seating within the restaurant is 287. The proposed remodel will reconfigure the interior seating and add an additional 16 seats for a total of 303 seats for the restaurant, of which 28 seats are for the outdoor patio. The proposed patio will require the partial removal of the

landscaped planter area on the west façade, and the interior bar extension will encroach into the existing green space on the south façade.

Mr. Fox had no additional comments to offer.

No comments or questions from the audience.

Comments and questions from Commission members. Mr. Eberhardt asked where the patio was and Mr. Fox stated it is on the west side of the building. Mr. Eberhardt was also concerned with the amount of parking available, but this does not pose a serious problem. Mr. Glantz wanted to know if the brewery would require a pedestrian walkway or crosswalk, and Mr. Fox explained the masonry wall on the patio was enclosed with no exit directly to the parking lot, so all customers will have to travel back inside the restaurant to exit.

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)

The motion was made by Mr. Schnarr to recommend approval of the conditional use permit for the Granite City Food and Brewery submitted with Application #11-015, subject to the conditions contained in the draft ordinance attached to the staff report dated June 20, 2011. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Mr. Schnarr – aye

Dr. Barton – aye
Chair – aye

Mr. Eberhardt – aye

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 9:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT (PLAT 4) FOR
LOTS 1, 2, 3 AND 4 IN THE ENCLAVE BELLERIVE SUBDIVISION, AND A
FINAL SUBDIVISION PLAT (PLAT 5) FOR LOTS 34 AND 36 IN THE
ENCLAVE BELLERIVE SUBDIVISION,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND
CONTAINING AN EMERGENCY CLAUSE.**

WHEREAS an application has been submitted by Volz Incorporated, on behalf of C.F. Vatterott, Inc., for approval of Enclave Bellerive Plat 4, a final plat of lots 1 through 4, located on Nomini Hall Court, and for approval of Enclave Bellerive Plat 5, a final plat of lots 34 and 36 located on Tufton Farm Court, all within the Enclave Bellerive subdivision north of Ladue Road and west of Mason Road; and

WHEREAS the entire Enclave Bellerive subdivision is zoned "B" Single-Family Residential as modified by the Preliminary Plat authorized by Residential Design Development Permit Ordinance No. 3037; and

WHEREAS Final Plat 4 conforms to Ordinance No. 3037 except where the front setbacks shown for all lots within Enclave Bellerive Plat 4 have been reduced from 20 feet as shown on the Preliminary Plat to 15 feet as provided by Section 405.450.C, Residential Design Development and Chapter 410, Subdivision and Development of Land; and,

WHEREAS, Final Plat 5 conforms to Ordinance No. 3037; and

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

WHEREAS the Planning and Zoning Commission recommended approval of Enclave Bellerive Final Plats 4 and 5 on July 5, 2011; and

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

WHEREAS, the Council approved consideration and passage of this ordinance as an emergency measure on the day of its introduction due to the financing deadlines confronting the applicant and the Council's cancellation of its next regular meeting,

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

BILL No. 5320

ORDINANCE No. _____

SECTION 1: The Final Subdivision Plats 4 and 5 for the Enclave Bellerive development, described as a tract of land being part of Lot 4 of the subdivision in partition of the Wm. Hogg estate and parts of U.S. survey 730 and fractional Section 8 Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on May 26, 2011, by Volz Incorporated for Greg Vatterott, are hereby approved subject to the following conditions:

1. The applicant shall provide two paper copies and one electronic copy of the recorded plat to the City of Creve Coeur.

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

SECTION 3: This ordinance shall become effective as an emergency measure 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 FOR FINAL PLAT APPROVAL OF
LOTS 1, 2, 3, 4, 34, AND 36 IN THE ENCLAVE BELLERIVE SUBDIVISION
FOR THE MEETING OF: July 05, 2011**

LOCATION: Enclave Bellerive Subdivision on both sides of Mason Road and north of Ladue Road. Lots 1-4 are located on Nomini Hall Court and lots 34 and 36 are on Tufton Farm Court.

REQUEST: David Volz, of Volz Inc., on behalf of The Enclave at Bellerive, LLC, has filed two final plat applications (Final Plats 4 and 5), that include two clusters of lots: lots 1-4 are located west of Mason Road on Nomini Hall Court; lots 34 and 36 are lots east of Mason Road on Tufton Farm Court.

ADDITIONAL INFORMATION: The preliminary plat for the Enclave Bellerive subdivision was approved in 2005. Review and approval of final subdivision plats is a ministerial act; if the drawings are largely the same as the preliminary plat that was already approved, and it is technically accurate, it must be approved by the Planning Commission and City Council.

Key Issues:

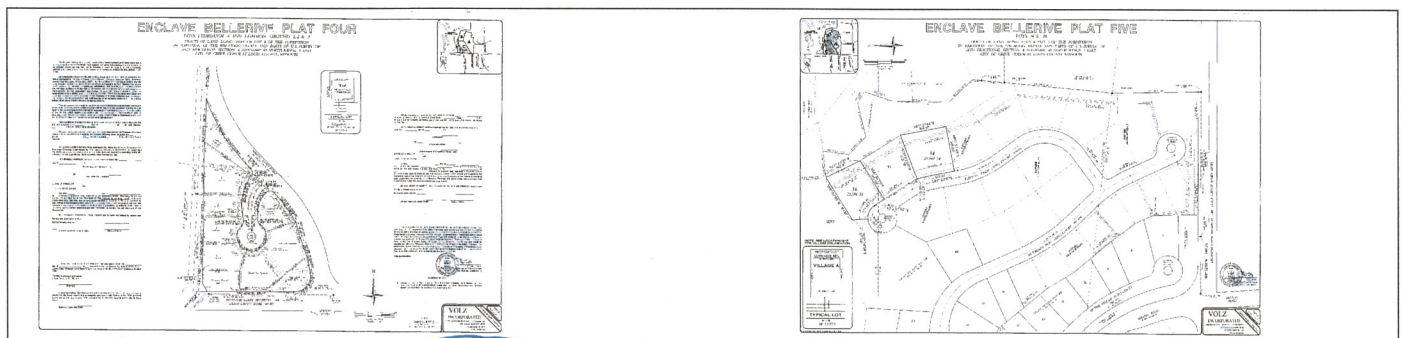
- Do the lots substantial conform with the previously approved preliminary plat?
- Do the final plat drawings meet the technical requirements for such drawings?

Subdivision Code References

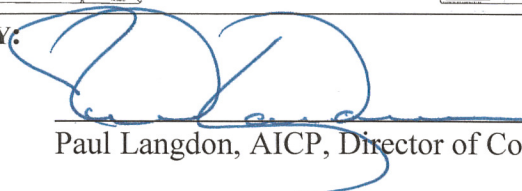
- Section 410.140: Step Five - Final Subdivision Plat
- Community Health and Connectivity

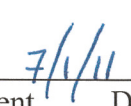
APPLICANTS: David A. Volz
Volz, Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132

OWNER: The Enclave Bellerive, LLC
332 Wythe House Court
Creve Coeur, MO 63141



REPORT PREPARED BY:


Paul Langdon, AICP, Director of Community Development

 7/1/11 Date

ATTACHMENTS: Applicant's Final Plats 4 and 5, dated May 26, 2011.

SUBDIVISION AND ZONING HISTORY

The Planning and Zoning Commission recommended approval of the preliminary subdivision plat on January 3, 2005. The City Council subsequently approved the development of Enclave Bellerive on January 24, 2005, when the property was rezoned from “A” to “B” Single-Family Residential with an “RDD” Residential Design Development preliminary plat. A site development plan was also approved at that time for fifty-five (55) houses. The subdivision infrastructure is complete and individual lots, such as these ones, are now being sold and developed pending approval of the various final plats and issuance of building permits.

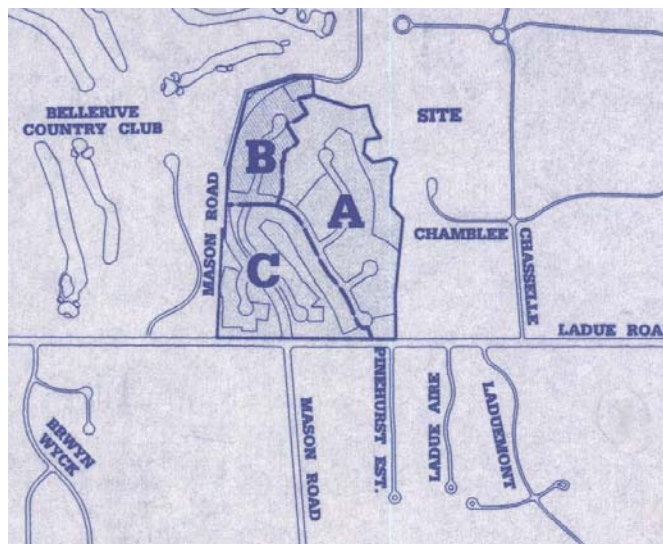
LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Single-family residences	“A” Single-family Residential	N/A
South	Single-family residences	“A” Single-family Residential	Ladue Road
East	Single-family residences	“A” Single-family Residential	N/A
West	Bellerive Country Club	Town and Country Zoning	Mason Road (partial)

ANALYSIS

The subdivision request involves the platting of only lots 1-4 on Nomini Hall Court and lots 34 and 36 on Tufton Farm Court. The original concept reviewed by the Planning and Zoning Commission and approved by the City Council had the entire development divided into three villages “Village A”, “Village B”, and “Village C” (see map below).



Tufton Farm Court is located in the area designated as Village A. Lots 1-4 of Nomini Hall Court are the first lots at the northwest corner of Ladue and Mason Roads and are part of Village C. A total of six lots were approved for this area.

One home, located on lot 35, between lots 34 and 36, has already been built within Village A. Four homes have already been built within Village C on the east side of Mason Road. One lot within Village B was submitted for final plat in 2006, but nothing has been built at this time.

It is important to note that the preliminary plat reviewed by the Planning and Zoning Commission on January 3, 2005, and approved by the City Council on January 24, 2005, originally showed setbacks at:

	Front	Side	Rear
Village A	30 feet	10 feet	30 feet
Village B	30 Feet	10 feet	30 feet
Village C	20 Feet	15 feet between structures	30 feet

Subsequently, the site improvement plans reviewed by the Planning and Zoning Commission in July, 2005, show that the Village B and Village C front setbacks had changed to 15 feet. While the staff report reviewed along with the plans did indicate a setback at 15feet, Staff is unclear whether any review and discussion was provided for this change. Enclave Bellerive Plat 1 was approved in 2006 with the 15-foot front setback, and the existing homes within Village C have been built to what is close to this setback. Also in 2006, the final plat for one lot in Village B was included that indicated a 15-foot front-yard setback. While nothing in the Subdivision Ordinance states that final plats have to be in complete conformance with the preliminary plat, site improvement plans are required to be in substantial compliance with the approved preliminary plat. Nonetheless the Planning and Zoning Commission reviewed and approved the site improvement plans for the entire subdivision in July, 2005, with the 15-foot front setbacks in Villages B and C.

If the Commission members are uncomfortable with the 15-foot setback for Village C, then they should provide direction to the applicant to revise the drawings to move the setback to 20 feet.

RECOMMENDATION AND CONDITIONS OF APPROVAL

Review of these final plats is a ministerial act and they should be approved unless a technical failure is found in the drawings. Should the Planning and Zoning Commission recommend approval of the proposed final plats, staff recommend the following condition be placed on both approvals:

1. The applicant shall provide two paper copies and one electronic copy of the recorded plat to the City of Creve Coeur.

If the members of the Commission wish to see the Village C setbacks aligned with the preliminary plat, a second condition should be added to the approval of Plat 4 as follow:

The applicant shall submit revised drawings of the final Subdivision plat for Enclave Bellerive Plat 4 indicating the front setback at 20-feet.

ACTION

Action on these items will be in the form of two separate motions to recommend approval as presented, approval with additional conditions, or denial for failure to meet all technical requirements. City Council review is tentatively scheduled for July 11, 2011.

The following are examples of motions for this application:

“I move to recommend approval of the final subdivision plat for Enclave Bellerive Plat 4 with the condition listed in the staff memo, dated July 5, 2011.” (other conditions may be added, eliminated, altered, and modified by prior motion).

“I move to recommend approval of the final subdivision plat for Enclave Bellerive Plat 5 with the condition listed in the staff memo, dated July 5, 2011.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

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

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

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

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

This aerial map shows a residential development with various streets and lots. Key features include:

- Streets:** WYTHE HOUSE, MULBERRY ROW, NOMINI HALL, and a road labeled MASON.
- Lots:** Numerous lots are numbered, including 408, 404, 400, 244, 249, 246, 241, 240, 237, 233, 230, 328, 324, 320, 316, 312, 308, 304, 300, 12847, 12851, 203, 12815, 12817, 12819, 12821, 12823, 12825, 12827, 12829, 12831, 12833, 12835, 12837, 12839, 12841, 12843, 12845, 12847, 12849, 12851, 12853, 12855, 12857, 12859, 12861, 12863, 12865, 12867, 12869, 12871, 12873, 12875, 12877, 12879, 12881, 12883, 12885, 12887, 12889, 12891, 12893, 12895, 12897, 12899, 12901, 12903, 12905, 12907, 12909, 12911, 12913, 12915, 12917, 12919, 12921, 12923, 12925, 12927, 12929, 12931, 12933, 12935, 12937, 12939, 12941, 12943, 12945, 12947, 12949, 12951, 12953, 12955, 12957, 12959, 12961, 12963, 12965, 12967, 12969, 12971, 12973, 12975, 12977, 12979, 12981, 12983, 12985, 12987, 12989, 12991, 12993, 12995, 12997, 12999.
- Callouts:**
 - Final Plat 4 Lots 1-4:** Located near NOMINI HALL.
 - Final Plat 5 Lot 34:** Located near WYTHE HOUSE.
 - Final Plat 5 Lot 36:** Located near MULBERRY ROW.
- Other Labels:** TOWN & COUNTRY, CREVE COEUR, LADUE.

Current zoning allows a total of 55 lots to be recorded.

Lot Lines



208

ENCLAVE BELLERIVE PLAT FOUR

LOTS 1 THROUGH 4 AND COMMON GROUND 1, 2 & 3
TRACTS OF LAND BEING PART OF LOT 4 OF THE SUBDIVISION
IN PARTITION OF THE WM. HOGG ESTATE AND PARTS OF U.S. SURVEY 730
AND FRACTIONAL SECTION 8 TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

We the undersigned owners of the tracts of land hereon platted and further described in the foregoing Surveyor's Certificate, have caused the same to be surveyed and subdivided in the manner shown on this plat, which Subdivision shall be subject to any easements, restrictions or covenants of record and hereafter be known as ENCLAVE BELLERIVE PLAT FOUR.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Creve Coeur, Missouri, Missouri American Water Company, Laclede Gas Company, AmerenUE, AT&T, the Metropolitan St. Louis Sewer District, and the relevant cable television company, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities, sewers and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements, for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities. The Entrance Monument Easement as shown hereon, is hereby dedicated to the Trustees of Enclave Bellerive, their successors and assigns, for the construction and maintenance of an entrance monument. The building setback lines shown hereon are also hereby established.

Two permanent monuments for each block created (indicated as $\bullet$) and semi permanent monuments at all lot corners (indicated as $\circ$) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-16.090 of the Missouri Department of Economic Development.

This Subdivision is subject to the conditions and restrictions filed in conjunction with this plat and recorded this _____ day of _____, 20____, as Daily Number _____ of the St. Louis County Records.

The common ground shown on the plat has been conveyed to the Trustees of Enclave Bellerive, their successors and assigns, by General Warranty Deed recorded the _____ day of _____, 20____, as Daily Number _____ in the St. Louis County Records.

It is hereby certified that all existing easements (as referenced in the First American Title Insurance Company Commitment for Title Insurance Number NCS-46336-STLO, dated April 12, 2003) are shown or noted on this plat as of the time and date of the recording of this plat. All taxes due and payable against this property have been paid in full.

IN WITNESS WHEREOF, we have hereunto set our hand, this _____ day of _____, 20____.

The Enclave at Bellerive, L.L.C.

By: _____
Greg Vatterott, President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this _____ day of _____, 20____, before me appeared Greg Vatterott, to me personally known, who being by me duly sworn, did say that he is the President of The Enclave at Bellerive, L.L.C., a Missouri Corporation duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors and he further acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed by notarial seal the day and year above written.
My Commission expires _____.

(Printed name of Notary Public) (Notary Public)

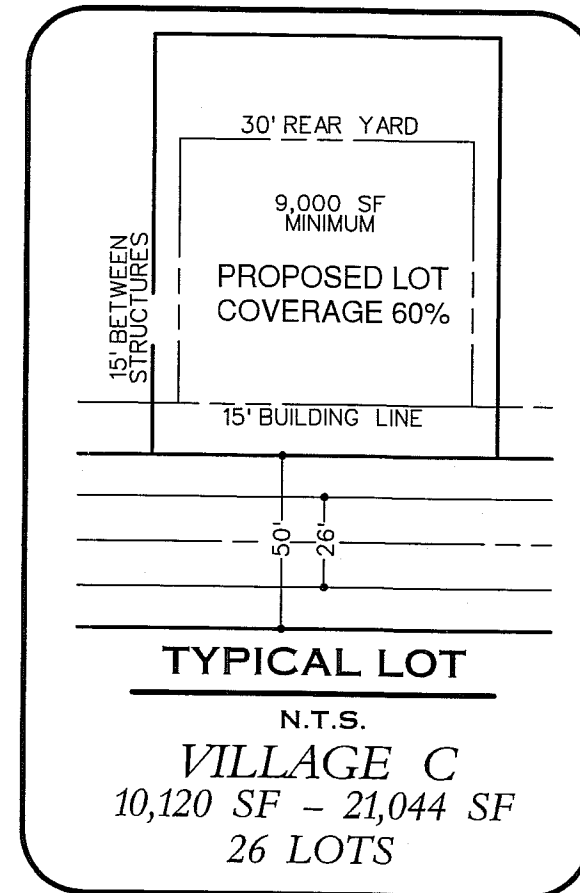
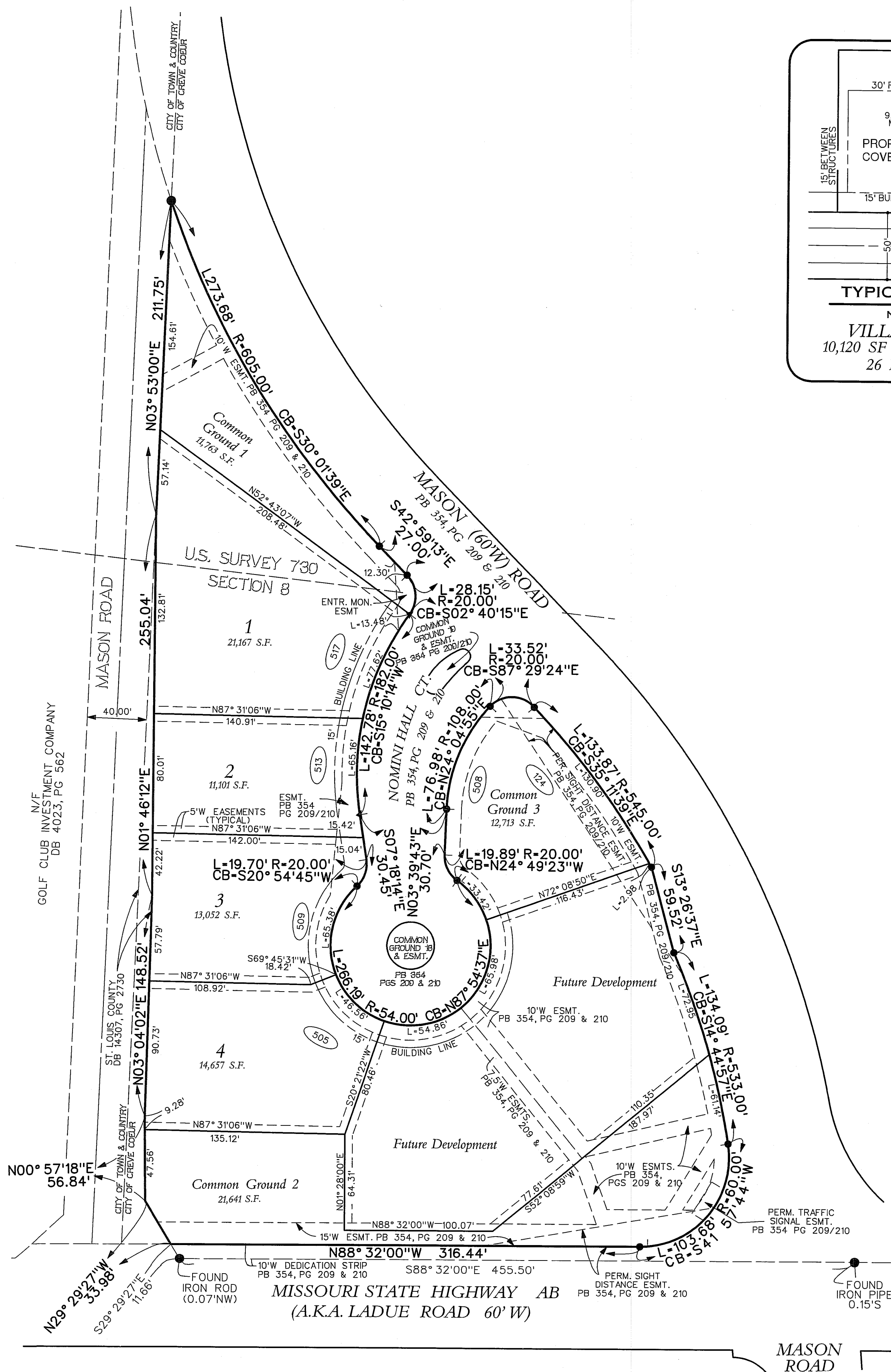
It is hereby certified, that this Subdivision Plat was approved on the _____ day of _____, 20____ pursuant to the Subdivision Regulations of the City of Creve Coeur, Missouri, as outlined in said regulations in Section 22A-3.4 of Ordinance Number 1045.

Planning & Zoning Commission
City of Creve Coeur, Missouri

Chairman

I, Laverne Collins, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this Subdivision Plat is in complete compliance with Ordinance No. 1045 approved on the twenty-fifth day of July, 1983, as approved by the City Council of the City of Creve Coeur.

Deborah Ryan, City Clerk



We the undersigned legal owners and holder of notes for _____, secured by Deed of Trust recorded in Deed Book _____, Page _____, of the St. Louis County Records, do hereby join in and approve the foregoing Subdivision, as shown on this Plat.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal, this _____ day of _____, 20____.

Corporation

By: _____
(Corporate Officer)

(Printed name of Corporate Officer, Title)

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

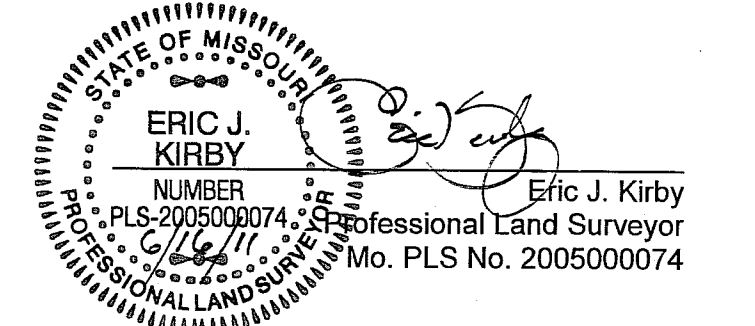
On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn, did say that (s)he is the _____ of _____, a Missouri Corporation duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors and (s)he further acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed by notarial seal the day and year above written.
My Commission expires _____.

(Printed name of Notary Public) (Notary Public)

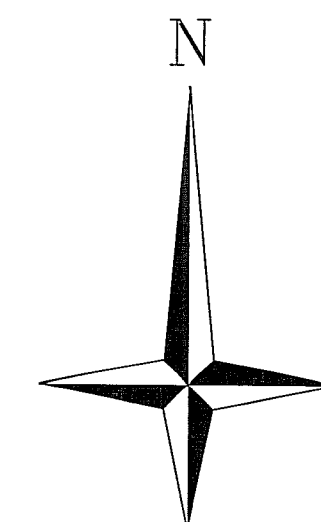
This is to certify that we have, during the month of May, 2011, by order of The Enclave at Bellerive, L.L.C., prepared a Subdivision Plat, base upon survey prepared by Volz Inc during November 2003, of a tract of land being part of Lot 4 of the Subdivision in Partition of the Wm. Hogg Estate according to the plat accompanying the Commissioner's Report recorded in Deed Book 409, Page 81 and Survey Record Book 6, Page 217 of the St. Louis City (former County) Records and parts of U.S. Survey 730 and Fractional Section 8, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri. This Survey was made in accordance with the "Missouri Minimum Standards for Property Boundary Surveys", as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects, meets the accuracy requirements of an Urban Property Survey, as defined therein, and the results are as shown on this plat.

Volz Incorporated



GENERAL NOTES:

1. Source of Title: A First American Title Insurance Company Commitment for Title Insurance Number NCS-46336-STLO, dated April 12, 2003. The easements reported therein, do not affect this portion of the subject property.



Scale in Feet
Scale: 1"=50'

LEGEND
▲ PERMANENT MONUMENT (BRASS COATED STEEL ROD w/ BRASS CAP)
● IRON PIPE (FD. OR SET)

VOLZ INCORPORATED
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212

700725
Sheet 1 of 1
Enclave Bellerive Plat Four

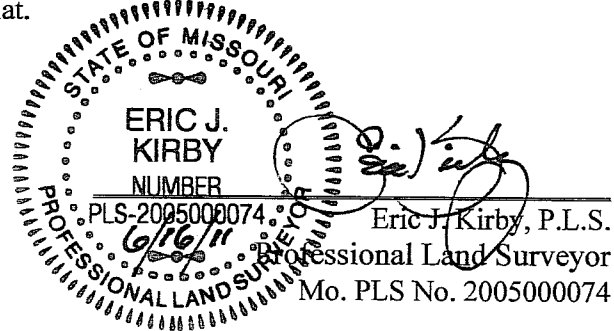
ENCLAVE BELLERIVE PLAT FIVE

LOTS 34 & 36

TRACTS OF LAND BEING LOTS 4 AND 5 OF THE SUBDIVISION
IN PARTITION OF THE WM. HOGG ESTATE AND PARTS OF U.S. SURVEY 730
AND FRACTIONAL SECTION 8 TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

This is to certify that we have, during the month of February, 2008, by order of The Enclave at Bellerive, L.L.C., made a Property Boundary Survey and prepared a Subdivision Plat of a tract of land being Lots 4 and 5 of the Subdivision in Partition of the Wm. Hogg Estate according to the plat accompanying the Commissioner's Report recorded in Deed Book 409, Page 81 and Survey Record Book 6, Page 217 of the St. Louis City (former County) Records and parts of U.S. Survey 730 and Fractional Section 8, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri. This Survey was made in accordance with the "Missouri Minimum Standards for Property Boundary Surveys", as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects, meets the accuracy requirements of an Urban Property Survey, as defined therein, and the results are as shown on this plat.

Volz Incorporated



GENERAL NOTES:

1. Source of Title: A First American Title Insurance Company Commitment for Title Insurance Number NCS-46336-STLO, dated April 12, 2003. All easements reported therein, are shown hereon.

We the undersigned owners of the tracts of land hereon platted and further described in the foregoing Surveyor's Certificate, have caused the same to be surveyed and subdivided in the manner shown on this plat, which Subdivision shall be subject to any easements, restrictions or covenants of record and hereafter be known as ENCLAVE BELLERIVE PLAT FIVE. No roads are being dedicated on this plat.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Creve Coeur, Missouri, Missouri American Water Company, Laclede Gas Company, AmerenUE, AT&T, the Metropolitan St. Louis Sewer District, and the relevant cable television company, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities, sewers and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements, for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities. The building setback lines shown hereon are also hereby established.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-16.090 of the Missouri Department of Economic Development

This Subdivision is subject to the conditions and restrictions filed in conjunction with this plat and recorded this _____ day of _____, 200__, as Daily Number _____ of the St. Louis County Records.

It is hereby certified that all existing easements (as referenced in the First American Title Insurance Company Commitment for Title Insurance Number NCS-46336-STLO, dated April 12, 2003) are shown or noted on this plat as of the time and date of the recording of this plat. All taxes due and payable against this property have been paid in full.

IN WITNESS WHEREOF, we have hereunto set our hand, this _____ day of _____, 200__.

The Enclave at Bellerive, L.L.C.

By: _____
Greg Vatterott, Managing Member

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

On this _____ day of _____, 200__, before me appeared Greg Vatterott, to me personally known, who being by me duly sworn, did say that he is the Managing Member of The Enclave at Bellerive, L.L.C., a Missouri Corporation duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors and he further acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed by notarial seal the day and year above written.
My Commission expires _____

(Printed name of Notary Public)

(Notary Public)

It is hereby certified, that this Subdivision Plat was approved on the _____ day of _____, 200__ pursuant to the Subdivision Regulations of the City of Creve Coeur, Missouri, as outlined in said regulations in Section 22A-3.4 of Ordinance Number 1045.

Planning & Zoning Commission
City of Creve Coeur, Missouri

Chairman

I, Deborah Ryan, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this Subdivision Plat is in complete compliance with Ordinance No. 1045 approved on the twenty-fifth day of July, 1983, as approved by the City Council of the City of Creve Coeur.

Deborah Ryan, City Clerk

We the undersigned legal owners and holder of notes for _____, secured by Deed of Trust recorded in Deed Book _____, Page _____, of the St. Louis County Records, do hereby join in and approve the foregoing Subdivision, as shown on this Plat.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal, this _____ day of _____, 200__.

Corporation

By: _____
(Corporate Officer)

(Printed name of Corporate Officer, Title)
STATE OF MISSOURI)
)SS
COUNTY OF ST. LOUIS)

On this _____ day of _____, 200__, before me appeared, _____, to me personally known, who being by me duly sworn, did say that (s)he is the _____ of _____, a Missouri Corporation duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors and (s)he further acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed by notarial seal the day and year above written.

My Commission expires _____

(Printed name of Notary Public)

(Notary Public)

VOLZ
INCORPORATED

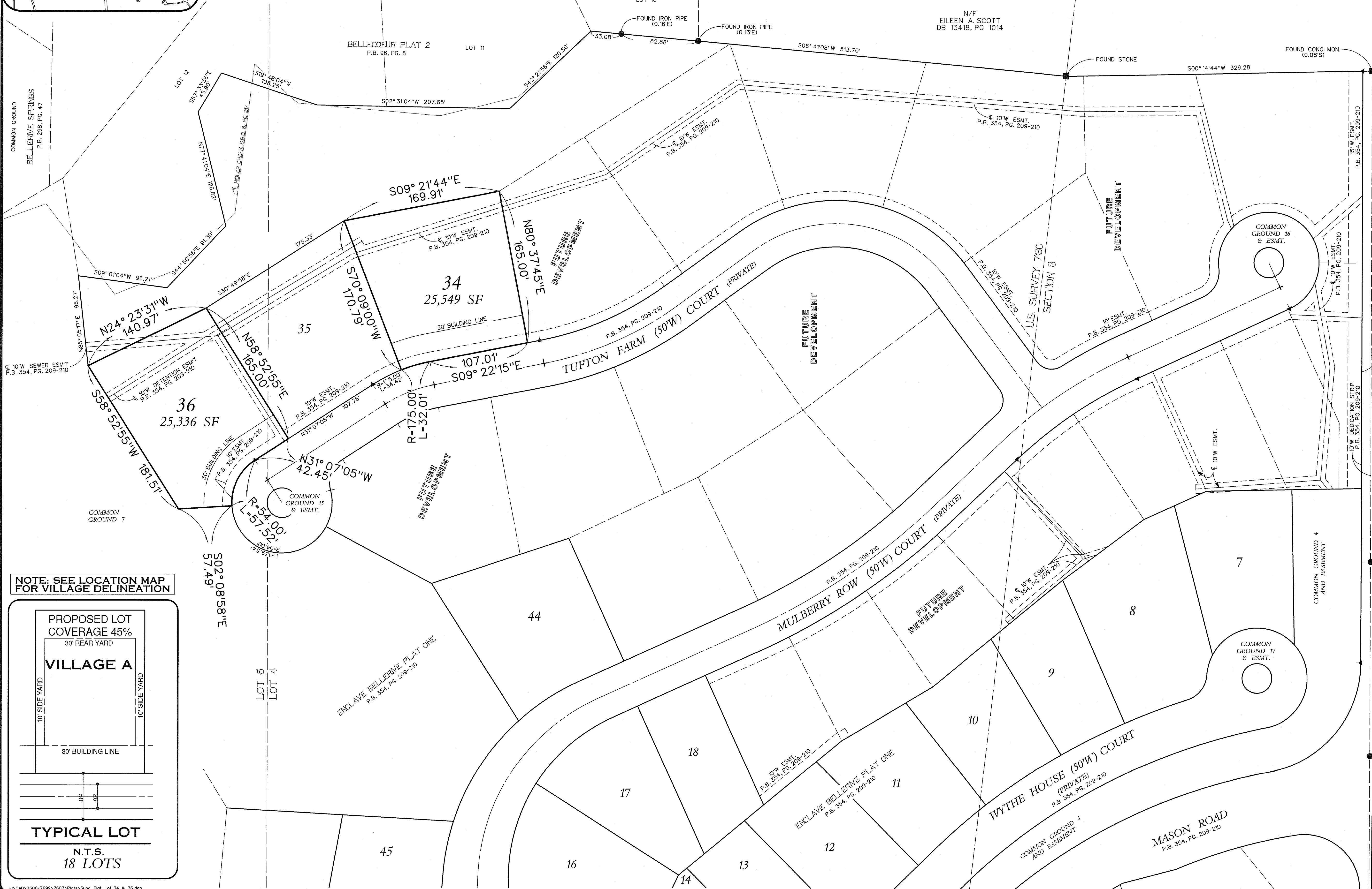
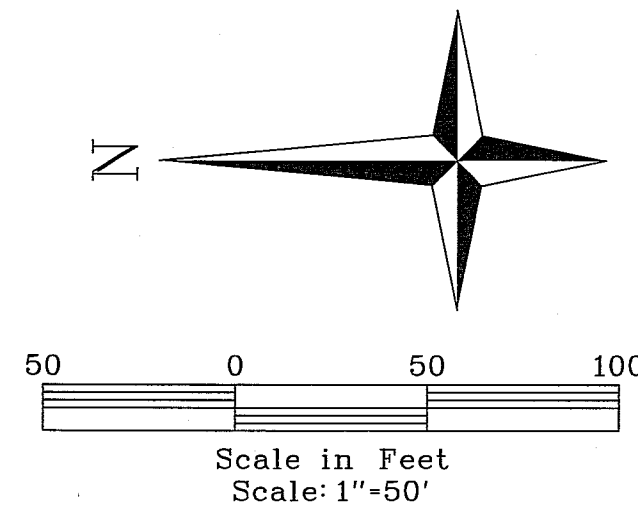
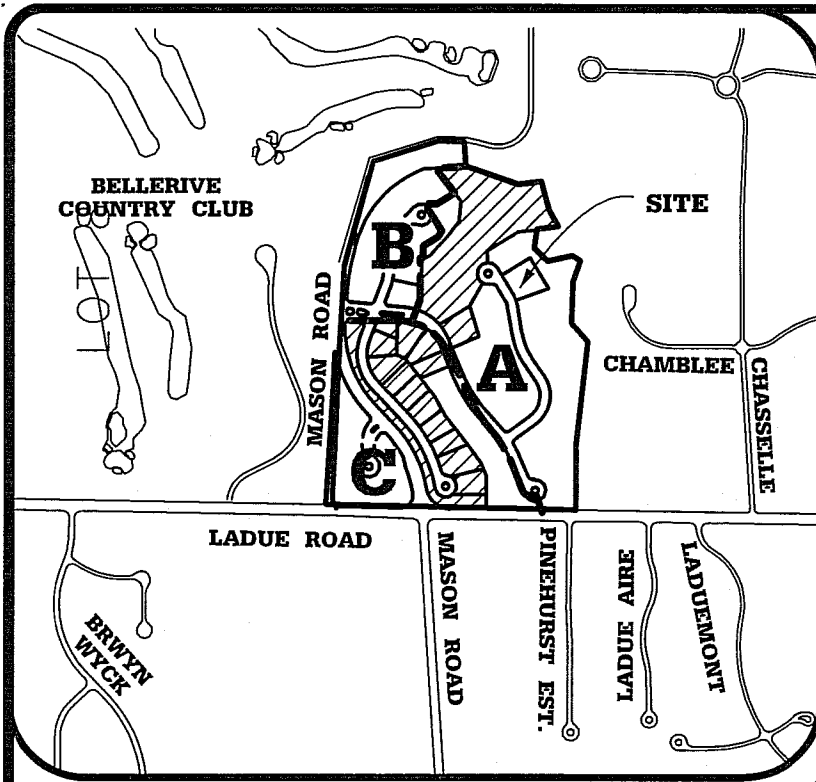
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212

7607-22
Sheet 2 of 2
Enclave Bellerive Plat Five

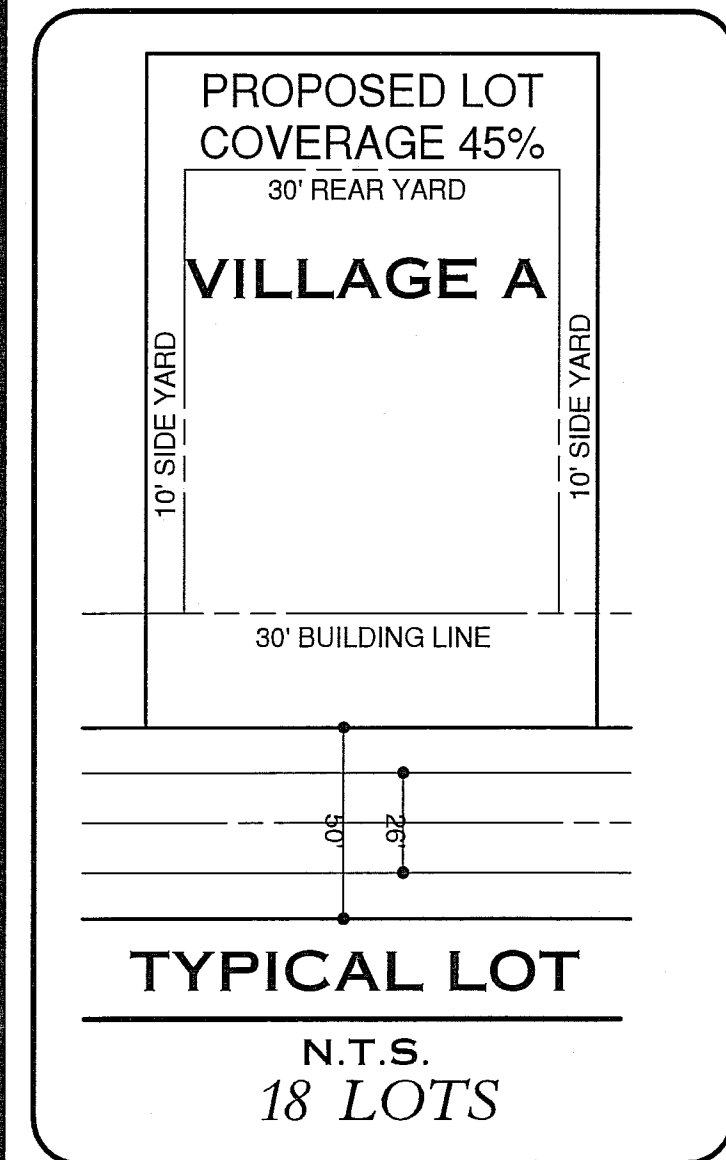
ENCLAVE BELLERIVE PLAT FIVE

LOTS 34 & 36

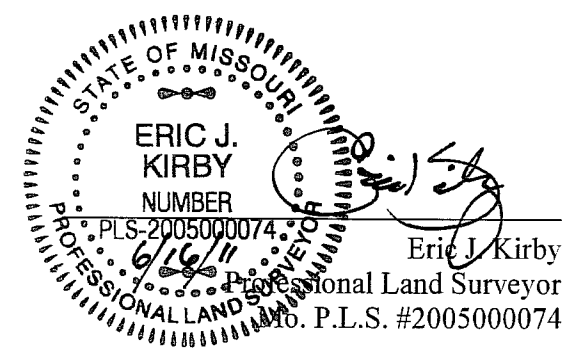
TRACTS OF LAND BEING LOTS 4 AND 5 OF THE SUBDIVISION
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CITY OF CRÈVE COEUR, ST. LOUIS COUNTY, MISSOURI



NOTE: SEE LOCATION MAP
FOR VILLAGE DELINEATION



MISSOURI STATE HIGHWAY AB (A.K.A. LADUE ROAD 60' W)



VOLZ
INCORPORATED
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6122

Enclave Bellerive Plat Five
Sheet 1 of 2
7007-22

From: [Greg Vatterott](#)
To: [Kelly Whitney](#)
Cc: [Chris Vatterott](#); [David Volz](#)
Subject: Emergency Reading of Plats 4 & 5 Enclave Bellerive
Date: Wednesday, July 06, 2011 5:24:15 PM

Members of the Creve Coeur City Council:

Enclave Bellerive LLC hereby requests an emergency reading of the ordinance approving Plats 4 and 5 of the Enclave at Bellerive subdivision for the upcoming July 11th, 2011 Council meeting. We have contracts calling for the completion of the platting and these time lines are tied to lot closings. These contracts are at risk without the assistance requested. The other complicating factor was the absence of a quorum at the June 20th P & Z meeting. Thank you for your consideration,

Gregory B. Vatterott Sr.
President
CF. Vatterott Construction Company
10449 St. Charles Rock Road
St. Ann, MO 63074
Building Fine Homes Since 1919
gregv@cfvatterott.com
314-427-4000 ext. 200
cell: 314-565-5831
www.VatterottHomes.com



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, JULY 5, 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 Tuesday, July 5, 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 - Absent
 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

Application #11-016: Final Plat Approval of Lots 1, 2, 3, 4, 34, and 36 in the Enclave Bellerive Subdivision.

Applicant/Agent: David A. Volz
 Volz, Inc.
 10849 Indian Head Industrial Blvd.
 St. Louis, MO 63132

Mr. Langdon, Director of Community Development, spoke to the history of the subdivision and the setbacks. Mr. Vatterott also spoke to the setbacks and what makes each lot unique and why they have a variety of setbacks per each home model.

No comments or questions from the audience.

Comments and questions from Commission members. Mr. Eberhardt questioned Mr. Vatterott's reason for wanting to finish the plats and Mr. Vatterott stated they want to finish the homes so they can start selling them, they are comfortable with their marketing and want to complete the plats.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the final subdivision plat for Enclave Bellerive Plat 4 with the condition listed in the

staff memo, dated July 5, 2011. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye	Dr. Barton – aye	Mr. Eberhardt – aye
Mr. Schnarr – aye	Chair – aye	

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the final subdivision plat for Enclave Bellerive Plat 5 with the condition listed in the staff memo, dated July 5, 2011. Mr. Schnarr seconded the motion with the resultant vote as follows:

Mr. Glantz – aye	Dr. Barton – aye	Mr. Eberhardt – aye
Mr. Schnarr – aye	Chair – aye	

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 9:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

BILL No 5321

ORDINANCE No. _____

**AN ORDINANCE ESTABLISHING WARD BOUNDARIES OF THE CITY OF CREVE COEUR
BY RATIFYING EXISTING WARD BOUNDARIES AS ESTABLISHED BY ORDINANCE
NUMBER 2149.**

WHEREAS, in 2010 the United States Government conducted the decennial census of population; and

WHEREAS, Section 10.6 of the Creve Coeur City Charter requires ward boundaries to be established by ordinance following every decennial census of the United States Government; and

WHEREAS, the populations and demographics of the current wards have been found to be in compliance with voting equality standards set forth by the Equal Protection Clause of the Fourteenth Amendment and federal Voting Rights Act; and

WHEREAS, the City Council deems it to be in the best interest of the City to avoid creating public confusion by unnecessarily requiring residents to change wards.

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

SECTION 1: Ward boundaries of the City of Creve Coeur are hereby established by ratifying existing ward boundaries as established by Ordinance Number 2149 (Exhibit A).

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

ADOPTED THIS 8TH DAY OF AUGUST, 2011

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 8TH DAY OF AUGUST, 2011

HAROLD DIELMAN
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK
CITY CLERK

BILL NUMBER 3125ORDINANCE NUMBER 2149

AN ORDINANCE REPEALING ORDINANCES NO. 11, 181, 554, 828, 1007, 1086, 1473, 1718 AND 1831 OF THE CITY OF CREVE COEUR, MISSOURI, ESTABLISHING WARD BOUNDARIES OF THE CITY OF CREVE COEUR, MISSOURI, AND ENACTING A NEW ORDINANCE ESTABLISHING NEW WARD BOUNDARIES OF SAID CITY AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, in 2000, the United States Government conducted the decennial census of the population which resulted in changes to the Creve Coeur population, and

WHEREAS, the City Council desires to provide for council wards of similar population in order to meet constitution standards of equal representation for Creve Coeur citizens and this requires a change in council ward boundaries, and

WHEREAS, council ward boundaries are established by ordinance and changes in the ward boundaries are required at this time in order to provide for the proper conduct of the municipal election to be held on April 2, 2002, and

WHEREAS, this ordinance, having been read by title three times before final adoption and a copy made available for public inspection in the Office of the City Clerk,

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

SECTION 1: Ordinance Nos. 11, 181, 554, 828, 1007, 1086, 1473, 1718 and 1831 establishing wards of the City of Creve Coeur are hereby repealed and in lieu thereof said wards shall be set forth in Section 2 hereof.

SECTION 2: The City of Creve Coeur, State of Missouri, shall be divided into four wards to be known as Ward 1, Ward 2, Ward 3 and Ward 4 and described as follows:

WARD 1

Beginning at a point in the south city limits of Creve Coeur at the east line of Ladue Estates Subdivision, being also the east line of Ward No. 2, thence north and along the east line of said Ladue Estates Subdivision and continuing along the east line of Ladue Estates Subdivision and along the Tureen Drive Subdivision and along the east line of Morwood Subdivision to a point in the north line of said Morwood Subdivision, thence west and along said Morwood Subdivision to the west line of Renee Drive Subdivision, thence north and along said west line of Renee Drive Subdivision to a point in the south line of the rear lot line of the Olive Boulevard frontage lots, thence west and along said rear lot line to a point in the center line of Mosley Road, thence north along the center line of said Mosley Road to a point in the center line of Olive Boulevard, thence along the center line of Olive Boulevard to a point in the center line of Bal Harbour Drive, thence along said Bal Harbour drive to its intersection of the north city limits of Creve Coeur, thence along the most north line of said city limits to a point in the west right-of-way of Lindbergh Boulevard, thence north along said right-of-way line approximately 4,000 feet, across all street intersections, to a point in said right-of-way, said point being the north most city limits, thence east across Lindbergh Boulevard approximately 2,100 feet along the north line of Baur Subdivision to a point in the south line of the Chicago, Rock Island and Pacific Railroad right-of-way, thence along said line approximately 1,100 feet to a point in the west right-of-way of Warson Road, said point being on the east

city limit line, thence south along the east city limits line to the south most city limits line of the city, thence west along said south city limits line to the point of beginning.

WARD 2

Beginning at a point in the south city limits line of Creve Coeur at the east line of Ladue Estates Subdivision, being also the west line of Ward 1, thence north and along the west line of Ward 1 to a point in the center line of Bal Harbour Drive and the north city limits line, thence along the north city limits line to a point in the center line of 1-270 highway, thence south along the center line of said highway to a point being the projected north line of Williamsburg Plat 3, thence west along said north line of Williamsburg Plat 3 to the west line of said subdivision, thence south along said west line of Williamsburg Plat 1 to its intersection with Conway Road, thence west along the north right-of-way line of Conway Road to the projected north line of Balcon Estates Subdivision, thence south along the west line of Balcon Estates Subdivision to the intersection with the south city limits line, thence along the south line of said city limits to the east line of Ballas Road, thence north along the east line of Ballas Road to the south city limits line, thence along the south city limits line to the point of beginning.

WARD 3

Beginning at a point being the south city limits line at its intersection with the east line of The Priory of St. Mary and St. Louis, thence east and along said city limits line to its intersection with the west line of Balcon Estates Subdivision, being also the west line of Ward 2, thence north along the west line of Balcon Estates Subdivision to its intersection with the north right-of-way line of Conway Road, thence east along the north right-of-way line Conway Road to its intersection with the west line of Williamsburg Plat 1, thence north along the west line of said subdivision to its intersection with the north line of Williamsburg Plat 3, thence east along said north line of Williamsburg Plat 3 projected to a point in center line of I-270 highway, thence north along the center line of said highway to a point in the north city limits line, thence west along said north city limits line to a point in Whispering Hills Drive, being the east line of Ward 4, thence south across Olive Street Road (State Route 340) to the east right-of-way line of Mason Road, thence south along the east right-of-way line of Mason Road to its intersection with the north right-of-way line of Hibler Road, thence east along said north right-of-way line of Hibler Road to a point being the east line of Hibler Oaks Plat II, being the northeast corner of Hibler Oaks Plat II, thence south along said east line of Hibler Oaks Plat II and continuing along the east line of the Lac Du Bois to the south line of Lac Du Bois, being the southeast corner of Lac Du Bois then west along said south line of Lac Du Bois, to its intersection with the east right-of-way line of Falaise Drive, thence south along said east right-of-way line of Falaise Drive to its intersection with the north right-of-way line of Ladue Road, thence west along said north right-of-way line of Ladue Road to a point being the north projection of the east line of Ladue Conway Estates, thence south along said east line of Ladue Conway Estates to the north right-of-way line of Conway Road, thence west along the north right-of-way line of Conway Road to a point in the west city limits line then west to a point in Mason Road being the west city limits line, thence south along the west city limits line to a point in the southwest corner of the city limits line, thence east along the south city limits line to its intersection with the boundary line for Ward 2 being the point of beginning.

WARD 4

Beginning at a point in the west city limits line of Creve Coeur at its intersection with the south right-of-way line of Conway Road, being also the west boundary of Ward 3, thence north along Mason Road to a point in the west line of the Roland Hoffman, et. al., property defined in Book 2A Page 134, being also on the eastern projection of the north line of Ridge Creek, thence west along the north line of Ridge Creek to the northwest corner of lot 10 of Ridge Creek being also on the east line of Brynwick, thence north along the east line of Brynwick to a point on the east line of Lot 3 of Brynwick, being also the southwest corner of pt. Lot 1 of Gottfried Mertz Est. Part'n., thence east along the south line of said pt. Lot 1 of Gottfried Mertz Est. Part'n to the southeastern corner thereof; thence north along the east line of said pt. Lot 1 of Gottfried Mertz Est. Part'n to the northeastern corner thereof, being also on the south line of Ladue Road;

thence along the south line of Ladue Road to its intersection with the south projection of the east line of Mason Road; thence north along said east line of Mason Road and its projection to a point on the south line of Lot 1 of Westland Estates, being also on the north line of Mason Road; thence west along the north line of Mason Road; to the southwest corner of Lot 1 of Westland Estates thence north along the west line of Westland Estates, being also the east line of Muirfield, to the northeast corner of Lot 46 of Muirfield thence west along the north line of Muirfield, being also the south line of Westland Estates Addition; to the southeast corner of Lot 60 of Muirfield, Plat 3, thence north along the east line of Muirfield, Plat 3 to the northeast corner of Lot 58 of Muirfield, Plat 3 being also on the south line of Mason Manor Drive; thence west along the south line of Mason Manor Drive to a point on the east line of Lot 35 of Muirfield, said point being also the southwest corner of Lot 25 of Mason Manor, Plat 4; thence north along the east line of Muirfield to the northeast corner of Lot 33 of Muirfield; thence west following the north boundary of Lots 33, 31, 30 and 25 of Muirfield, and the south boundary of Bellerive Estates, 2nd Addition, Plat 10 to the south corner of Lot 315 of Bellerive Estates, 2nd Addition, Plat 10, thence northwesterly along the southwest line of Bellerive Estates, 2nd Addition, Plat 10 to the northwest corner of Lot 314 of Bellerive Estates, 2nd Addition, Plat 10; thence south and west along the north and west boundary of Bellerive Country Club to the northeast corner of property of Hunter Engineering Company as described in Book 02, Page 0075; thence west along the irregular boundary of said Hunter property to its intersection with the east line of the transmission line easement granted to Union Electric Company for the Mason - G. Summit 138 K.V. and Mason - Labadie 345 K.V. Transmission Line; reference is made to the plan and profile drawings of Union Electric's Osage-Page Transmission Lines recorded in original Plat Book 15, pages 1-5 in the St. Louis County recorder's Office, thence continuing northeast along the east line of the Union Electric easement to its intersection with the north line of Olive Street Road widened (State Route 340); thence east along the north right-of-way line of Olive Street Road being the north city limits line of Creve Coeur to its intersection with the projection of the east right-of-way line of Mason Road, being the west line of Ward 3, thence continuing along the west line of Ward 3, south along said east right-of-way line of Mason Road to its intersection with the north right-of-way line of Hibler Road, thence east along said north right-of-way line of Hibler Road to a point being the east line of Hibler Oaks Plat II; being the northeast corner of Hibler Oaks Plat II; thence south along said east line of Hibler Oaks Plats II and continuing along the east line of the Lac Du Bois to the south line of La Du Bois being the southeast corner of Lac Du Bois thence west along said south line of Lac Du Bois, to its intersection with the east right-of-way line of Falaise Drive, thence south along said east right-of-way line of Falaise Drive to its intersection with the north right-of-way line of Ladue Road, thence west along said north right-of-way line of Ladue Road to a point being the north projection of the east line of Ladue Conway Estates; thence south along said east line of Ladue Conway Estates to its intersection with the north right-of-way line of Conway Road and the projected east line of Sheffield; thence west along the south right-of-way line of Conway Road being the city limits line to a point in Mason Road being the west city limits line and being the point of beginning.

SECTION 3: Ward I shall constitute all of the area within the boundaries of the City of Creve Coeur that lies east of the above described line dividing Ward 1 and Ward 2 and as shown on the attached map.

SECTION 4: Ward 2 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies east of the above described line dividing Ward 2 and Ward 3 and west of the Ward 1 line and as shown on the attached map.

SECTION 5: Ward 3 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies west of the above described line dividing Ward 2 and Ward 3 and east of the Ward 4 line and as shown on the attached map.

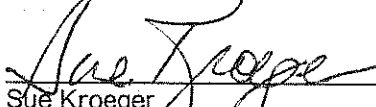
SECTION 6: Ward 4 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies west of the above described line dividing Ward 3 and Ward 4 and as shown on the attached map.

SECTION 7: The designation of the ward number and the ward boundaries shall be as shown on the city map attached hereto. The attached map shall supercede the written description contained herein

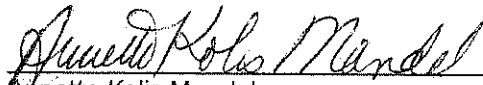
with regard to any discrepancies between the written ward description and the ward boundaries as indicated on the map.

SECTION 8: This ordinance shall be deemed an emergency in order to comply with the St. Louis County Board of Election Commissioners deadline of September 10 for the filing of ward boundary changes in preparation for the April 2002 election and shall become effective immediately after adoption by the City Council and the signing thereof by the Mayor.

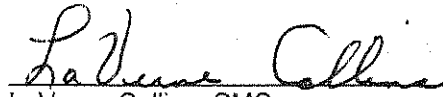
Passed this 10 day of September, 2001.


Sue Kroeger
President of City Council

Approved this 10 day of September, 2001.


Annette Kolis Mandel
Mayor

Attest:


LaVerne Collins, CMC
City Clerk



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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE INSTALLATION, MAINTENANCE, AND OWNERSHIP OF THE APS PEDESTRIAN SIGNALS TO BE INSTALLED AT THE OLIVE BOULEVARD (STATE 340) AND WEST OAK INTERSECTION.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place for the residents to live, work and drive; and

WHEREAS, the City was awarded a Polara Navigator Pedestrian Signal System as a winner of an essay contest designed to be installed at the Olive/West Oak intersection; and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the installation, maintenance, and ownership of the APS equipment;

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

Section 1: The maintenance agreement between the Missouri Highways and Transportation Commission and the City regarding the installation, maintenance, and ownership of the APS equipment at Olive Boulevard/West Oak attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement 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 Ordinance 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 Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this 11th day of July 2011.

Tara Nealey
President of City Council

Adopted this 11th day of July 2011.

Harold L. Dielmann

Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

CCO Form: TR20
Approved: 02/95 (MLH)
Revised: 2/10 (ASB)
Modified: 6/11 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONTRACT FOR INSTALLATION OF AUDIBLE PEDESTRIAN SIGNALS
(In Municipalities)**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the City of Creve Coeur, a municipal corporation, (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to install audible pedestrian signals.

(2) LOCATION: The general location of the audible pedestrian signals to be installed pursuant to this Agreement is at the intersection of Route 340 and West Oak Center.

(3) INSTALLATION: The City will provide to the Commission, six (6) audible pedestrian signals and the Commission shall install the audible pedestrian signals. As part of providing the audible pedestrian signals, the City will furnish the Commission with units that will house both an audible speaker and a pushbutton along with a processor which will interact with the traffic signal controller.

(4) COST: The audible pedestrian signals will be provided by the City at no cost to the Commission, and the installation shall be performed by the Commission at no cost to the City. The cost of maintenance shall be borne by the Commission and the total cost of electric current shall also be borne by the Commission. Two (2) additional units will be made available to the Commission by the City at the time of installation, for the Commission to have available in the event of signal damage or wear and tear. Once these available units have been exhausted, additional units shall be replaced by the Commission as part of fulfilling the provisions of Section (6) Transfer of Ownership.

(5) OPERATION: The Commission will operate the audible pedestrian signals in accordance with the cycle and pedestrian timing as determined by the Commission.

(6) TRANSFER OF OWNERSHIP: Upon completion of this installation, ownership shall be transferred from the City to the Commission. Upon transfer of ownership, the Commission, at its expense, will provide all future maintenance of the audible pedestrian signals that are installed on the Commission's right-of-way.

(7) REMOVAL: If the City fails to comply with the provisions of this Agreement or

instructions issued by the Commission or its authorized representatives regarding the use of the audible pedestrian signals, the Commission may remove the audible pedestrian signals. In addition, if the Commission, in its sole discretion, determines that the removal of the signal and equipment from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the signal. In the event that the Commission should determine that the signal is no longer justified, the Commission may remove same. In the event of the signals needing to be removed, the Commission shall allow the City thirty (30) days to remove the signals. If at the end of the thirty days the City has not removed the signals the Commission may remove at the City's expense.

(8) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(9) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(12) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent

performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(16) NOT A JOINT VENTURE OR COLLABORATION: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership, collaboration, or joint venture for any purpose whatsoever.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

City Attorney

Ordinance Number: _____

ACKNOWLEDGMENT BY CITY

STATE OF _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ (title) _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: July 6, 2011

TO: Mark C. Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute an Agreement with the Missouri Highways and Transportation Commission Regarding the Installation, Maintenance, and Ownership of APS Pedestrian System at Olive Boulevard/West Oak.

The City of Creve Coeur was awarded a Polara Navigator Audio Pedestrian System (APS) as the winner of an essay contest in the fall of 2009. This Pedestrian Cross Walk Signal Equipment has features that will benefit the visual and hearing impaired. The push buttons not only have an internal speaker which allows for a chirping sound as a locator, it also has a recorded voice to notify visually impaired pedestrians when it is safe to cross either Olive or West Oak and a countdown in seconds before the light changes. As added functions for the hearing impaired the push button housing will vibrate when it is safe to cross the street as well as signal heads which visually count down the seconds until the signal lights change.

Once city staff was notified of the award, we began working with MoDOT to identify a location along Olive Boulevard where the sidewalks and handicap ramps meet the current ADA standards. MoDOT staff felt that the best location for this equipment to be installed was at the newly constructed intersection at Olive/West Oak. In addition, staff has worked out the details of an agreement whereas the City will supply the APS equipment and MoDOT will install and maintain the equipment. As another part of the agreement, the city will transfer ownership of the equipment over to MoDOT. The attached agreement, "Exhibit A" is an agreement which covers the above referenced installation, maintenance, and ownership of the APS equipment.

Public Works staff is recommending the execution of four (4) copies of the attached agreement on behalf of City to confirm the responsibilities in regards to these improvements.

BILL NO. 5323

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



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

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

RESOLUTION NO. 973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH HUTCHINSON RECREATION & DESIGN, INC. FOR PLAYGROUND IMPROVEMENTS TO CONWAY PARK FOR THE SUM OF \$140,000.00.

WHEREAS, it is necessary to maintain facilities in City parks; and

WHEREAS, the playground equipment at Conway Park is scheduled to be replaced during the 2012 Fiscal Year; and

WHEREAS, funding for this project is subsidized by Municipal Park Grant funding; and

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 **Hutchinson Recreation & Design, Inc.** and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 140,000.00**, 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 11th day of July, 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 **Hutchinson Recreation & Design, Inc.**, with offices at **52 Southgate Drive, Troy, MO 63379** (hereinafter called the "Contractor") for the project identified as **Conway Park Playground Improvement Project** (hereinafter called 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 Conditions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance and Payment Bond
- 7) Construction Plans, Specifications, and Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract

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. 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 **forty-five (45) 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 \$ 140,000.00 (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; 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 shall indicate the dates for starting and completing the various stages of construction; 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. A Traffic Control Plan will be necessary as ordered by the Director of Public Works or if construction activities or deliveries are anticipated to cause lane reductions or closures or otherwise impact vehicular traffic. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration and signed and sealed by a licensed professional engineer in the state of Missouri.

The Notice to Proceed shall be issued within twelve (12) calendar days of the award, however no work will commence until the Contractor's Schedule and Traffic Control Plan is 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, seeding, 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 dollars (\$200.00) 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. 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 paragraph (c) of Article V and of 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 receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the 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 affect 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 certificates must provide for 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.

During performance of the obligations set forth in this Agreement, each party agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

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. The Scope of Work includes the installation of four (4) benches, sidewalks, curbing, a handicapped-accessible play structure with several slides, a climbing wall, and other play features, and a poured-in-place rubber safety surface large enough to provide a regulation safety zone under the various elements of the play structure. The scope of work is more specifically described in the project Technical Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

The Contract contains a binding arbitration provision which may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: July 6, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Conway Park Playground Improvement Project

The City of Creve Coeur pursued grant funding assistance from the Municipal Park Grant Commission in October 2010 for various improvements to Conway Park. The City was awarded a Municipal Parks Grant in January 2011, and City staff is coordinating several projects to implement the park improvements by the end of the 2011 construction season.

Project Discussion

The improvements to Conway Park can be grouped into three phases of the work, as follows:

Phase 1. Playground Improvements. The existing playgrounds at Conway Park are outdated and need repairs. These playgrounds are also not accessible to the handicapped. The proposed playground improvements will remove the existing playgrounds and replace them with a new, larger, and accessible playground just north of the tennis courts.

The new playground will be constructed to meet the current safety standards, and will include a rubberized safety surface similar to those at Bierne Park and Millennium Park.

Phase 2. Retaining Wall Replacement. Four wood-tie retaining walls will be replaced with longer-lasting modular block walls. These walls are located adjacent to the tennis courts and the existing playground areas.

Phase 3. Access Improvements and Picnic Areas. The final phase of the project will be to construct concrete bases for picnic areas at the locations of the existing playgrounds and to add sidewalk access to these areas and the new playground. New picnic tables will be installed as part of this phase.

The current discussion involves Phase 1 of the planned projects for Conway Park, namely, the Conway Park Playground Improvement Project

Project Financing

This project will be completed using a combination of capital improvement funds and reimbursement through the Municipal Parks Grant. Funding is currently proposed for the

FY2012 budget for such work in account 02-61-71-9506-12301. The Municipal Parks Grant will reimburse 90% of the construction costs associated with this project.

Advertisement

The City advertised the Invitation for Bids for the subject project in the *St. Louis Countian* on May 24, 26, and 31, 2011, as well as June 2, 2011. The Invitation for Bids was also posted on the City's website.

Bid and Proposal Results

Bids and proposals for the subject project were publicly opened and read on Friday, June 10, 2011. The City sought a combination of bids and proposals for this project. Bids were sought for six (6) defined playground bid alternates, and proposals were sought for "Bid Alternate #7," a contractor-defined playground design.

Firms were allowed to propose as many contractor-defined designs as they wished. As a result, a total of one (1) bid and sixteen (16) proposals were received for the project from eight (8) firms, as summarized below (in alphabetical order):

1. ABCreative.	Alternate 7 (A)	\$ 129,664.84
2. ABCreative.	Alternate 7 (B)	\$ 99,841.20
3. ABCreative	Alternate 7 (C).	\$ 109,158.45
4. ABCreative	Alternate 7 (D)	\$ 120,106.00
5. All Inclusive Rec.....	Alternate 7 (A)	\$ 139,922.82
6. All Inclusive Rec.....	Alternate 7 (B)	\$ 130,839.07
7. All Inclusive Rec.....	Alternate 7 (C)	\$ 133,808.86
8. S. Bollinger Associates, Inc.	Alternate 7	\$ 139,900.00
9. Fry & Associates, Inc.....	Bid Alternate 4	\$ 113,351.54
10. Hutchinson Recreation & Design, Inc.	Alternate 7 (A)	\$ 132,607.00
11. Hutchinson Recreation & Design, Inc.	Alternate 7 (B)	\$ 142,244.00
12. Hutchinson Recreation & Design, Inc.	Alternate 7 (C)	\$ 140,176.00
13. Hutchinson Recreation & Design, Inc.	Alternate 7 (D)	\$ 140,000.00
14. Hutchinson Recreation & Design, Inc.	Alternate 7 (E).....	\$ 143,850.00
15. Landesign, LLC	Alternate 7	\$ 152,214.20
16. Riggs Recreation, Inc.....	Alternate 7	\$ 178,051.40
17. SportsPlay	Alternate 7	\$ 115,712.00

A copy of the bid/proposal results is attached. No notable inconsistencies were found in the bids or proposals.

Committee and Commission Review

The bid and proposals for the subject project have received several layers of review.

Parks and Recreation Subcommittee. The Parks and Recreation Committee formed a subcommittee of two (2) of its members with the purpose of providing the initial review of the various proposals. This subcommittee met with members of City staff on June 13, 2011, and discussed the various aspects of each design proposal. The subcommittee indicated that one of the goals of this project would be to provide a playground that appealed to children of various age groups and abilities. Considering this goal, the subcommittee selected the following designs as its recommendation to pursue further with the Parks and Recreation Committee (in order of preference):

1. Hutchinson Recreation & Design, Inc.	Alternate 7 (D)	\$ 140,000.00
2. Hutchinson Recreation & Design, Inc.	Alternate 7 (B)	\$ 142,244.00
3. All Inclusive Rec.....	Alternate 7 (B)	\$ 130,839.07

Parks and Recreation Committee. The Parks and Recreation Committee met on June 20, 2011 to review the above-listed recommendations from the subcommittee, and voted to recommend Alternate 7 (D) from Hutchinson Recreation & Design, Inc. A rendering and plan view of this playground are attached. The Committee also voted to recommend keeping the brown, green, and tan color scheme proposed by the designer.

Planning and Zoning Commission. City staff presented the recommended playground design to the Planning and Zoning Commission at its meeting on July 5, 2011, for its consideration as part of the required Section 89 approval for public improvement projects. The Planning and Zoning Commission voted to approve the project as recommended by the Parks and Recreation Committee.

Recommendation

The recommendation is to award the Conway Park Playground Improvement Project to Hutchinson Recreation & Design, Inc. due to their recommended design proposal and their successful past work with the City of Creve Coeur for the new playground in Bierne Park. The expectation is that this good relationship will be continued with the successful completion of the subject project.

The recommendation is to award the Conway Park Playground Improvement Project to the firm listed below for a total price of \$140,000.00:

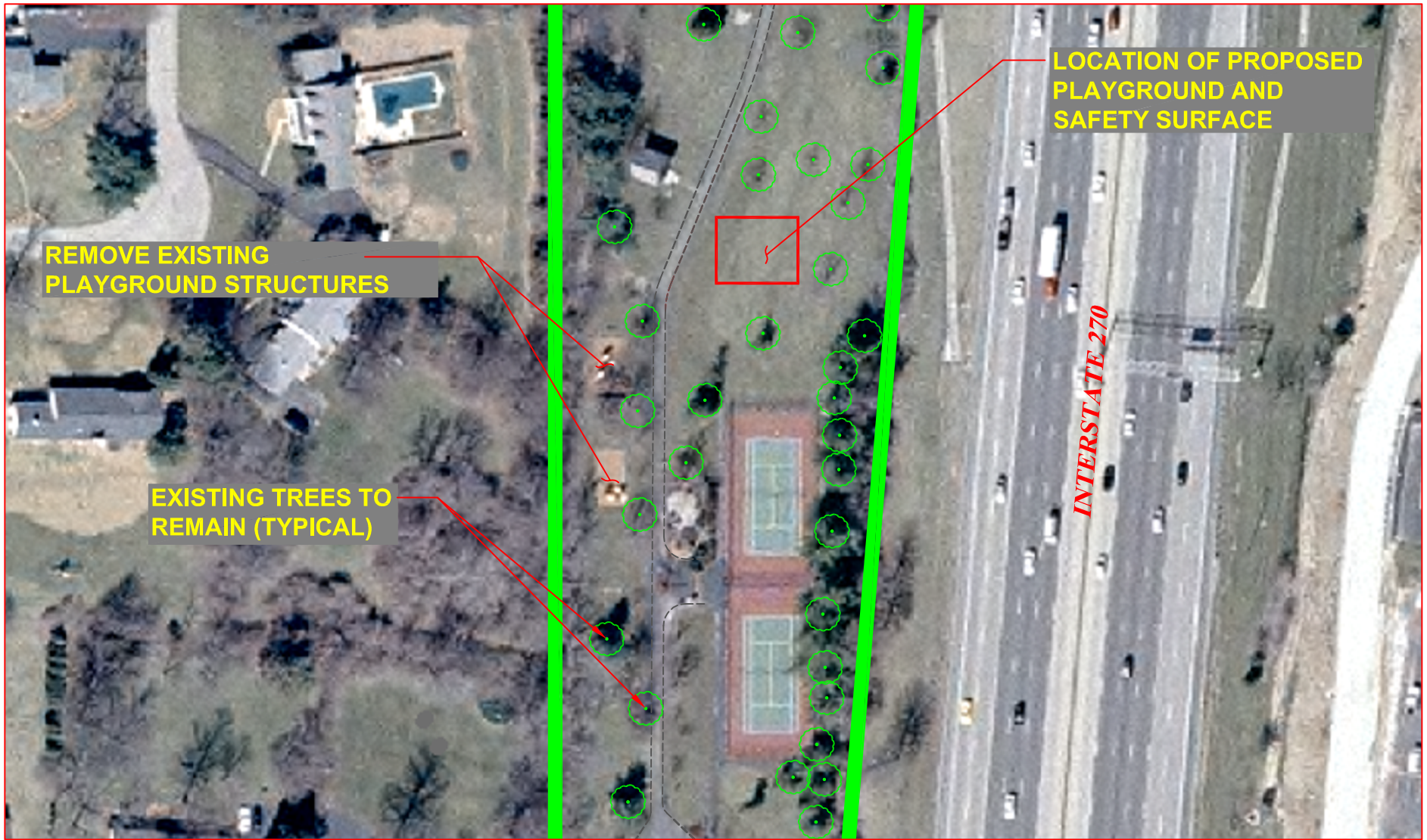
Hutchinson Recreation & Design, Inc.
P.O. Box 194
Troy, MO 63379
(800) 848-5616

Attachments: Layout of proposed Conway Park Playground Improvement Project

Bid Tabulation

Parks and Recreation Committee draft meeting minutes from July 20, 2011

Playground rendering and layout for recommended design



PROPOSED PROJECT OVERVIEW MAP

CONWAY PARK IMPROVEMENTS

CITY OF CREVE COEUR

SCALE:
1" = 100'





BID AND PROPOSAL TABULATION
CONWAY PARK PLAYGROUND IMPROVEMENT PROJECT
CITY OF CREVE COEUR, MISSOURI
Proposals Opened Friday, June 10th, 2011 @ 10:00 AM CST

BID ALTERNATE #4 PLAYWORLD CHALLENGERS 350-0902				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay			
Item No.	Estimated Quantity	Unit	Item										Quantity	Unit Cost	Item Subtotal													
1	1	LS	Playground Structure (Playworld Challengers 350-0902)										1	\$	38,864.00	\$ 38,864.00												
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)										2,058	\$	13.38	\$ 27,536.04												
3	1	LS	Removal and Disposal of Existing Playground Structures										1	\$	4,725.00	\$ 4,725.00												
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone										2,600	\$	12.40	\$ 32,240.00												
5	250	LF	12" Concrete Curb										250	\$	26.25	\$ 6,562.50												
6	4	EA	Park Benches										4	\$	856.00	\$ 3,424.00												
PROPOSAL TOTAL:				\$ -			\$ -			\$ -			\$ 113,351.54			\$ -			\$ -			\$ -			\$ -			

BID ALTERNATE #7: BIDDER-DEFINED PLAYGROUND STRUCTURE (OPTION A)				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay									
Item No.	Estimated Quantity	Unit	Item	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal				Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal							
1	1	LS	Playground Structure (Bidder-Defined Structure - Option A)	1	\$	66,539.00	\$ 66,539.00	1	\$	72,169.00	\$ 72,169.00	1	\$	61,000.00	\$ 61,000.00				1	\$	80,000.00	\$ 80,000.00	1	\$	103,197.00	\$ 103,197.00	1	\$	38,415.00	\$ 38,415.00				
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)	3,223	\$	8.75	\$ 28,201.25	3,617	\$	9.06	\$ 32,770.02	3,000	\$	11.00	\$ 33,000.00				2,660	\$	11.06	\$ 29,429.00	3,008	\$	12.25	\$ 36,848.00	3,380	\$	9.75	\$ 32,955.00	3,300	\$	12.17	\$ 40,161.00
3	1	LS	Removal and Disposal of Existing Playground Structures	1	\$	2,400.00	\$ 2,400.00	1	\$	1,605.00	\$ 1,605.00	1	\$	2,500.00	\$ 2,500.00				1	\$	2,736.00	\$ 2,736.00	1	\$	1,500.00	\$ 1,500.00	1	\$	1,750.00	\$ 1,750.00	1	\$	8,200.00	\$ 8,200.00
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone	3,223	\$	6.33	\$ 20,401.59	3,617	\$	6.33	\$ 26,970.00	3,000	\$	8.00	\$ 24,000.00				2,660	\$	5.50	\$ 14,630.00	3,008	\$	8.40	\$ 25,267.20	3,380	\$	9.78	\$ 33,056.40	3,300	\$	6.60	\$ 21,780.00
5	250	LF	12" Concrete Curb	250	\$	27.50	\$ 6,875.00	242	\$	19.50	\$ 4,719.00	250	\$	60.00	\$ 15,000.00				250	\$	23.31	\$ 5,827.00	250	\$	15.20	\$ 3,800.00	234	\$	24.50	\$ 5,733.00	250	\$	22.00	\$ 5,500.00
6	4	EA	Park Benches	4	\$	1,312.00	\$ 5,248.00	4	\$	422.45	\$ 1,689.80	4	\$	1,100.00	\$ 4,400.00				4	\$	575.00	\$ 2,300.00	4	\$	1,200.00	\$ 4,800.00	4	\$	340.00	\$ 1,360.00	4	\$	414.00	\$ 1,656.00
PROPOSAL TOTAL:				\$ 129,664.84			\$ 139,922.82			\$ 139,900.00			\$ -			\$ 132,607.00			\$ 152,215.20			\$ 178,051.40			\$ 115,712.00									

BID ALTERNATE #7: BIDDER-DEFINED PLAYGROUND STRUCTURE (OPTION B)				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay		
Item No.	Estimated Quantity	Unit	Item	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal							Quantity	Unit Cost	Item Subtotal									
1	1	LS	Playground Structure (Bidder-Defined Structure - Option B)	1	\$	52,462.00	\$ 52,462.00	1	\$	74,665.00	\$ 74,665.00							1	\$	81,486.00	\$ 81,486.00						
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)	1,802	\$	9.10	\$ 16,398.20	2,721	\$	10.04	\$ 27,318.84							3,008	\$	11.09	\$ 33,351.00						
3	1	LS	Removal and Disposal of Existing Playground Structures	1	\$	2,400.00	\$ 2,400.00	1	\$	1,605.00	\$ 1,605.00							1	\$	2,736.00	\$ 2,736.00						
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone	2,600	\$	6.33	\$ 16,458.00	2,721	\$	6.33	\$ 21,328.93							3,008	\$	5.50	\$ 16,544.00						
5	250	LF	12" Concrete Curb	250	\$	27.50	\$ 6,875.00	217	\$	19.50	\$ 4,231.50							250	\$	23.31	\$ 5,827.00						
6	4	EA	Park Benches	4	\$	1,312.00	\$ 5,248.00	4	\$	422.45	\$ 1,689.80							4	\$	575.00	\$ 2,300.00						
PROPOSAL TOTAL:				\$ 99,841.20			\$ 130,839.07			\$ -			\$ -			\$ 142,244.00			\$ -			\$ -			\$ -		

BID ALTERNATE #7: BIDDER-DEFINED PLAYGROUND STRUCTURE (OPTION C)				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay		
Item No.	Estimated Quantity	Unit	Item	Quantity	Unit Cost	Item Subtotal	Quantity	Unit Cost	Item Subtotal							Quantity	Unit Cost	Item Subtotal									
1	1	LS	Playground Structure (Bidder-Defined Structure - Option C)	1	\$	58,168.00	\$ 58,168.00	1	\$	75,714.00	\$ 75,714.00							1	\$	83,000.00	\$ 83,000.00						
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)	2,011	\$	9.95	\$ 20,009.45	2,692	\$	10.93	\$ 29,423.56							2,632	\$	12.10	\$ 31,837.00						
3	1	LS	Removal and Disposal of Existing Playground Structures	1	\$	2,400.00	\$ 2,400.00	1	\$	1,605.00	\$ 1,605.00							1	\$	2,736.00	\$ 2,736.00						
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone	2,600	\$	6.33	\$ 16,458.00	2,692	\$	6.33	\$ 21,145.00							2,632	\$	5.50	\$ 14,476.00						
5	250	LF	12" Concrete Curb	250	\$	27.50	\$ 6,875.00	217	\$	19.50	\$ 4,231.50							250	\$	23.31	\$ 5,827.00						
6	4	EA	Park Benches	4	\$	1,312.00	\$ 5,248.00	4	\$	422.45	\$ 1,689.80							4	\$	575.00	\$ 2,300.00						
PROPOSAL TOTAL:				\$ 109,158.45			\$ 133,808.86			\$ -			\$ -			\$ 140,176.00			\$ -			\$ -			\$ -		

BID ALTERNATE #7: BIDDER-DEFINED PLAYGROUND STRUCTURE (OPTION D)				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay		
Item No.	Estimated Quantity	Unit	Item	Quantity	Unit Cost	Item Subtotal										Quantity	Unit Cost	Item Subtotal									
1	1	LS	Playground Structure (Bidder-Defined Structure - Option D)	1	\$	62,910.00	\$ 62,910.00										1	\$	75,376.50	\$ 75,376.50							
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)	2,780	\$	9.02	\$ 25,075.60										2,925	\$	12.88	\$ 37,673.00							
3	1	LS	Removal and Disposal of Existing Playground Structures	1	\$	2,400.00	\$ 2,400.00										1	\$	2,736.00	\$ 2,736.00							
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone	2,780	\$	6.33	\$ 17,597.40										2,925	\$	5.50	\$ 16,087.50							
5	250	LF	12" Concrete Curb	250	\$	27.50	\$ 6,875.00										250	\$	23.31	\$ 5,827.00							
6	4	EA	Park Benches	4	\$	1,312.00	\$ 5,248.00										4	\$	575.00	\$ 2,300.00							
PROPOSAL TOTAL:				\$ 120,106.00			\$ -			\$ -			\$ -			\$ 140,000.00			\$ -			\$ -			\$ -		

BID ALTERNATE #7: BIDDER-DEFINED PLAYGROUND STRUCTURE (OPTION E)				ABCreative			All Inclusive Rec			S. Bollinger & Associates, LLC			Fry & Associates, Inc.			Hutchinson Recreation & Design, Inc.			Landesign, LLC			Riggs Recreation, Inc.			SportsPlay		
Item No.	Estimated Quantity	Unit	Item													Quantity	Unit Cost	Item Subtotal									
1	1	LS	Playground Structure (Bidder-Defined Structure - Option E)													1	\$	83,000.00	\$ 75,867.00								
2		SF	Poured in Place Rubberized Safety Surface (50% black 50% color)													3,300	\$	11.81	\$ 38,970.00								
3	1	LS	Removal and Disposal of Existing Playground Structures													1	\$	2,736.00	\$ 2,736.00								
4	2,600	SF	5" Concrete Pad over 4" crushed compacted Limestone													3,300	\$	5.50	\$ 18,150.00								
5	250	LF	12" Concrete Curb													250	\$	23.31	\$ 5,827.00								
6	4	EA	Park Benches													4	\$	575.00	\$ 2,300.00								
PROPOSAL TOTAL:				\$ -			\$ -			\$ -			\$ -			\$ 143,850.00			\$ -			\$ -			\$ -		



Draft Minutes
Park and Rec. Committee Meeting
Monday, June 20, 2011
10:30 am Public Works meeting room

In Attendance:

Jeff Bernstein, Committee Chair, Dan Sims, Kevin Rejent, Cindy Wessel

Also attending:

Fran Thies, Recreation Director; Matt Wohlberg, City Engineer; Jim Heines, Director of Public Works

Absent:

Linda Sosna, Joan Weir Stradal, Brent Smith, Jeanne Rhoades, Council Liaison

1. Matt Wohlberg presented a time line for bids for Conway Park playground. 17 proposals were received and Park and Recreation subcommittee met last week selecting the three finalists.

1. All inclusive - \$131,000
2. Hutchinson (option B) - \$140,000
3. Hutchinson (Option D) - \$140,000

Discussion ensued over options and #1 by All Inclusive was ruled out; Kevin Rejent and Dan Sims preferred option #3. Kevin stating there were two high slides and a well defined young child area and Dan stating that there were more climbing structures and an attached playhouse. Cindy had no real preference over either of the two Hutchinson designs. Jeff Bernstein favored option #2 as more interactive but could go with either option #2 or #3.

Kevin Rejent motioned to recommend option #3 by Hutchinson Recreation as the best choice for Conway Park, Cindy Wessel seconded. All in favor, except Jeff Bernstein.

Cindy pointed out that color choice should remain in keeping with the log cabins and suggested natural tan, red and green. All agreed.

Respectfully submitted

Fran Thies
Director of Recreation



This is only a picture actual equipment color and surfacing layout may vary.

For Kids
AGES
5-12
YEARS



AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, JULY 5, 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 Tuesday, July 5, 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 - Absent
 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

NEW BUSINESS

Application #11-018: City staff seeks approval for various improvements to Conway Park, pursuant to Section 89 of Missouri state law. These improvements include a new playground, new retaining walls, and new sidewalks. The City has obtained a Municipal Parks Grant for up to 90% of the cost of the proposed project.

Applicant/Agent: Matt Wohlberg, P.E.
 City Engineer
 City of Creve Coeur

Conway Park was established in 1987, and some of the original features of the park have aged and are beginning to fail. The City has been awarded grant funding to help offset the cost to replace these ageing and failing facilities. Mr. Wohlberg made a presentation on the existing conditions of Conway Park and the proposed improvements. There are three general improvements proposed for Conway Park: 1) New playground, 2) the conversion of existing playground space into picnic areas, and 3) the replacement of the existing wooden tie walls.

Comments and questions from the audience. Mr. David Caldwell, 257 Brooktrail Ct, wanted to know if the retaining wall had to have railings on them, and Mr. Wohlberg explained they do not because they are smaller than regulations require to have to build a fence.

Comments and questions from Commission members. Mr. Eberhardt wanted to know if the concrete pad being laid was for the picnic tables, Mr. Wohlberg stated they were. Mr. Schnarr wanted to know if the city could donate the old playground equipment and was told no, because of the condition it is currently in, it might not make it through a dismantling. Mr. Glantz asked if the fencing was included in the budget, Mr. Wohlberg stated it was.

There being no further comments, the motion was made by Mr. Eberhardt to approve the improvements to Conway Park as currently proposed, as recommended by the City's Parks and Recreation Committee, and as required by Section 89 of Missouri state law. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Mr. Schnarr – aye

Dr. Barton – aye
Chair – aye

Mr. Eberhardt – aye

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 9:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



Memorandum

To: Mayor and Council
CC: Mark Perkins
From: Debbie Ryan, City Clerk
Date: 7/6/2011
Re: List of recommendations for Boards, Committees and Commissions

The Nominating Committee recommends the following appointments/reappointments:

Historic Preservation Committee

Lucie Payton	reappoint	3 yr term
Kelly Hackmann	reappoint	3 yr term
Carole Levin	reappoint	3 yr term

Recycling, Environmental and Beautification

Sue Beasley	appoint	3 yr term
Victoria Barmack	appoint	3 yr term

Finance Committee

Thomas Grote	reappoint	3 yr term
Howard Shalowitz	appointment	3 yr term
Larry Potashnick	appointment	3 yr term

Planning and Zoning Commission

Tim Madden	reappoint	3 yr term
Gary Eberhardt	reappoint	3 yr term
Ken Howard	appoint	3 yr term
Jim Faron	appoint	3 yr term

Board of Adjustment

Martin Jaffe	reappoint	5 yr term
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Economic Development Commission

Sheila Weaver	reappoint	3 yr term
Kurt Elliff	reappoint	3 yr term
David Schlafly	reappoint	3 yr term

Police and Safety Committee

Allen Callahan	reappoint	3 yr term
Jeff Myer	reappoint	3 yr term
Irving Fagin	reappoint	3 yr term

July 7, 2011

Building Board of Appeals

Barry Koeneman	reappoint	3 yr term
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Employee Pension Fund Board

David Friedman	reappoint	1 yr term
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Parks and Recreation Committee

Brent Smith	reappoint	3 yr term
Dan Simms	reappoint	3 yr term

Personnel Appeals Committee

Robert Haddenhorst	appoint	3 yr term
Mark Pasewark	move from Alt to full	3 yr term

Storm Water Committee

Sheila Engel	reappoint	3 yr term (with 2/3 vote of Council)
Steven Brody	appoint	3 yr term



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
JULY 5, 2011
8:30 A.M.**

A meeting of the Nominating Committee was held on Tuesday, July 5, 2011 starting at 8:30 a.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

Mayor Dielmann called the meeting to consider appointments, and reappointments to committees, boards and commissions pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

Historic Preservation Committee

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Ray Dobinsky, Committee Chair

Chair Dobinsky stated she would like Ann Williams and Ed Corich removed from the committee as these two members are unresponsive and no longer participate.

Mayor Dielmann moved, seconded by Council President Nealey to remove Ann Williams and Ed Corich and reappoint Lucie Payton, Kelly Hackmann and Carole Levin each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Dobinsky - Aye

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.

RECYCLING, ENVIRONMENTAL AND BEAUTIFICATION COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Francine Cantor, Committee Chair

Chair Cantor stated Linda Kline and Douglas Wolter have submitted their resignations from the REB and recommends the appointment of Sue Beasley and Victoria Barmack.

President Nealey moved, seconded by Chair Cantor to appoint Sue Beasley to a three (3) year term which will expire June 30, 2014 and appoint Victoria Barmack to fill the unexpired term which expires June 30, 2013, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Cantor - Aye

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.



NOMINATING COMMITTEE

JULY 5, 2011

8:30 A.M.

FINANCE COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Stan Edelstein, Committee Chair

Chair Edelstein moved, seconded by Council President Nealey to reappoint Thomas Grote for a three year term to expire June 30, 2014 and appoint Howard Shalowitz and Larry Potashnick each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Edelstein - Aye

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.

PLANNING AND ZONING COMMISSION

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Tim Madden, Committee Chair

Mayor Dielmann moved, seconded by Council President Nealey to reappoint Tim Madden and Gary Eberhardt each to a three (3) year term to expire June 30, 2014 and appoint Ken Howard and Jim Faron each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Madden - Aye

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.

BOARD OF ADJUSTMENT

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Earl Schenberg, Committee Chair

Chair Schenberg moved, seconded by Council President Nealey to reappoint Martin Jaffee to a five (5) year term to expire June 30, 2016, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Schenberg - Aye



NOMINATING COMMITTEE

JULY 5, 2011

8:30 A.M.

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.

ECONOMIC DEVELOPMENT COMMISSION

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey
Don Kalicak, Committee Chair

Chair Kalicak moved, seconded by Council President Nealey to reappoint Sheila Weaver, Kurt Elliff and David Schlafly each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye
Chair Kalicak - Aye

The vote on the motion being 3 Ayes and 0 Nays, the reappointment recommended was approved.

POLICE AND SAFETY COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey

Mayor Dielmann moved, seconded by President Nealey to reappoint Allen Callahan, Jeff Myer and Irvin Fagin each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.

BUILDING BOARD OF APPEALS

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey

Mayor Dielmann moved, seconded by President Nealey to reappoint Barry Koeneman to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.



NOMINATING COMMITTEE

JULY 5, 2011

8:30 A.M.

EMPLOYEE PENSION FUND BOARD

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey

Mayor Dielmann moved, seconded by President Nealey to reappoint David Friedman for a one year term expire June 30, 2012, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.

PARKS AND RECREATION COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey

Mayor Dielmann moved, seconded by President Nealey to reappoint Brent Smith and Dan Simms each to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.

PERSONNEL APPEALS COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey

Mayor Dielmann moved, seconded by President Nealey to appoint Robert Haddenhorst to a three (3) year term to expire June 30, 2014 and move Mark Pasewark from an alternate member to a full member for a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.

STORM WATER COMMITTEE

The Nominating Committee consisted of:

Mayor Harold Dielmann
Council President Tara Nealey



NOMINATING COMMITTEE

JULY 5, 2011

8:30 A.M.

Mayor Dielmann moved, seconded by President Nealey to reappoint Sheila Engel to a three (3) year term to expire June 30, 2014 with a 2/3 approval vote from Council and appoint Steven Brody to a three (3) year term to expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye
President Nealey – Aye

The vote on the motion being 2 Ayes and 0 Nays, the reappointment recommended was approved.

The Nominating Committee Meeting adjourned at 9:45 a.m.

Attest:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor

From: mayor-council@ci.creve-coeur.mo.us [mailto:mayor-council@ci.creve-coeur.mo.us] **On**
Behalf Of Jeanne Rhoades
Sent: Thursday, June 30, 2011 6:13 AM
To: Perkins, Mark C.
Cc: clumley@lawfirmemail.com; Mayor-Council
Subject: [mayor-council] "Night Court in Creve Coeur is a Big Secret" {01}

Mark,

The following article from Patch.com was brought to my attention. Please add this to our next Council agenda.

Jeanne Rhoades

City Council/Ward 4

Night Court in Creve Coeur is a Big Secret

Our fly on the wall finds it hard to figure out what's going on in city municipal court.

By John Hoffmann | 2:00pm

The line forms to pass the metal detector and enter the Creve Coeur Municipal Court last week. Not everyone gets to enter at the same time. Last Wednesday, lawyers went in first. first and then everyone else. John Hoffman

I was asked to attend a session of the Creve Coeur Municipal Court and do a “slice of life” feature. I’m an old hand at sitting around courtrooms. I was in law enforcement for 30-years. I spent a lot of time in courtrooms across the country and usually I have found that time interesting often with compelling stories.

I wanted to attend court on a night when there would be trials. I always enjoying watching a motorist try to beat a speeding ticket or someone try to avoid jail on a theft charge. I was told the next trial night would be Wednesday June 22 at 6 o’clock. I arrived at 5:45 p.m.

There was a line formed in front of the metal detector. Then something odd happened. At 5:50 p.m. the courtroom opened, but they would only let attorneys go through the metal detector and enter. A police officer said it might not be until 7 p.m. before the rest of us got to go into the courtroom.

I am accustomed to local prosecutors meeting with attorneys in conference rooms and police chief's offices before court. I am also used to defense attorneys meeting the prosecutor in the courtroom before court, but never with the public excluded. When the courtroom doors are open they are open for everyone...except apparently in Creve Coeur

Once they decided to let those of us without bar association cards in our wallets enter it was about 6:10 p.m. The courtroom was only about half full. Sitting on the bench was Judge Timothy Engelmeyer. He was looking at files. Sitting at a table in front of the bench was prosecutor Dennis Beckley. To the right side of the court room was a portable payment station where defendants lined up to pay court fines for the next 90 minutes. A police sergeant served as the bailiff.

But something was missing. No one called court to session. Beckley would call a name and speak with an attorney or a defendant. People in the courtroom would talk among themselves. At 6:22 p.m. Judge Engelmeyer finally spoke. He called a name and an attorney and his client walked to the bench. Despite being in the front of the courtroom, I could not make out much of what was being said, but it was clearly a DWI case. While others in court talked and cashier receipts were printed out, these guys were whispering.

I made about 350 DWI arrests as a cop and supervised a hundred more. At times while the police are trying their best to arrest drunk drivers and give them an open public record it seems as if defense attorneys, prosecutors and judges have teamed up and are trying their best to keep the DWI defendant from getting convicted

The favorite way to do this is to have the DWI suspect plead guilty, pay a huge fine for a minor charge and then be given a Suspended Imposition of Sentence (SIS) on the DWI charge that results in no record.

For the next 30 minutes Judge Engelmeyer might call a name or sometimes an attorney and client would simply walk up. Every time you could not hear the charges or the sentence. There was one exception. A young man with a SIS probation for DWI was in court for a probation revocation. While I could not hear the judge, I could hear the defendant say the reason he could not attend require AA meetings was because his drivers license was revoked. He could afford designer eyeglasses, but apparently not cab fare. The judge continued his probation.

By 7:30 p.m. court was over and there had been no trials on trial night. I spoke with Judge Engelmeyer and asked him how someone with Mothers Against Drunk Driving (MADD) could monitor his court if he made it impossible to know who the defendant was, what the charge was and what the sentence was. Engelmeyer paused and said they would have to check the court records.

This caused me to go to the court clerk and ask when I might see the records. She said she didn't have to show them to anyone for at least two days after court. She suggested that I come back on Monday, but added some of the records might be closed.

I asked her how that could be since SIS probation sentences are open records until the probation term is completed. I then added that I used to be a police chief. The clerk said I should have mentioned that

Judge Engelmeyer said "technically" I was correct. He then suggested the clerk call the city attorney and "run this past him" before showing me what should be "public records."

It was clear that the Creve Coeur Municipal Court wanted to make it as difficult as possible for me to know what the charges and sentences were.

I have only seen one other court where everything is as secretive and where the judge and defendants whisper. It was when I was attending a session of the Chesterfield Court . I wrote a news column about it for *Chesterfield Patch* titled, "The Judge Whisperer."

Creve Coeur Judge Timothy Engelmeyer is the prosecuting attorney in Chesterfield .

COURT OFFICE RESPONSE TO CREVE COEUR PATCH ARTICLE

Our fly on the wall finds it hard to figure out what's going on in city municipal court.

By John Hoffmann | 2:00pm

The line forms to pass the metal detector and enter the Creve Coeur Municipal Court last week. Not everyone gets to enter at the same time.

Last Wednesday, lawyers went in first. first and then everyone else. John Hoffman

I was asked to attend a session of the Creve Coeur Municipal Court and do a "slice of life" feature. I'm an old hand at sitting around courtrooms.

I was in law enforcement for 30-years. I spent a lot of time in courtrooms across the country and usually I have found that time interesting often with compelling stories.

I wanted to attend court on a night when there would be trials. I always enjoying watching a motorist try to beat a speeding ticket or someone try to avoid jail on a theft charge. I was told the next trial night would be Wednesday June 22 at 6 o'clock. I arrived at 5:45 p.m. *(People who call in are advised that court starts at 7pm....although we recommend getting here anytime after 6pm to get thru the screening process.....then they will have to wait until court begins at 7pm.....if someone is observing, they can appear anytime. Tickets, pay slips, and other continuance slips all read 7pm. We will always advise ANYONE that they may appear at 6pm due to it being open court).*

There was a line formed in front of the metal detector. Then something odd happened. At 5:50 p.m. the courtroom opened, but they would only let attorneys go through the metal detector and enter. A police officer said it might not be until 7 p.m. before the rest of us got to go into the courtroom. *(The reason we open at that time is "Attorney's Call" is from 6-7pm, unless we get finished with attorney's before hand and want to service the public who are waiting.....looks foolish to just sit there and stare back at those in the court room if no more attorneys appear. It should also be noted that most courts take attorneys first because they have other courts to appear in on the same night (i.e. Creve Coeur isn't the only court held on Wed nights).*

I am accustomed to local prosecutors meeting with attorneys in conference rooms and police chief's offices before court. I am also used to defense attorneys meeting the prosecutor in the courtroom before court, but never with the public excluded. When the courtroom doors are open they are open for everyone...except apparently in Creve Coeur. *(We do not have rooms that are easily accessible to the public.....which is why they meet in the court room.....other wise we would have a line clear down and out the back hallway waiting to see the prosecutor and no access to the files which are in the court room. It's a security issue and it is just easier to service everyone in the council chambers)*

Once they decided to let those of us without bar association cards in our wallets enter it was about 6:10 p.m. The courtroom was only about half full. Sitting on the bench was Judge Timothy Engelmeyer. He was looking at files. Sitting at a table in front of the bench was prosecutor Dennis Beckley. To the right side of the court room was a portable payment station where defendants lined up to pay court fines for the next 90 minutes. A police sergeant served as the bailiff. *(He makes it sound like they wait in line for 90 minutes.....individuals are processed immediately after they are seen.....on the night in question, there was rarely a line that was over 3 people long because it was*

not a big court night for us {consisted of attorneys pleading cases already rec'd, people unable to make any payments, maybe one or two initial settings due to scheduling issues, probation revocations and the trials....so most people had already been to court for their initial hearings or had a plea on file from the prosecutor} and there were not that many that appeared.....the court staff was on the clock for 2 hrs 20 min, which is 6pm until 8:20 pm.....that includes the time it took the court to put away all of our files and equipment in the courtroom, talk to Mr. Hollman, clean up the court room and take all materials back to the court office in the rear of the building and put items away there).

But something was missing. No one called court to session. Beckley would call a name and speak with an attorney or a defendant. People in the courtroom would talk among themselves. At 6:22 p.m. Judge Engelmeyer finally spoke. He called a name and an attorney and his client walked to the bench. Despite being in the front of the courtroom (While I am not sure what row he was sitting in initially, when I finally did notice him he was on the far side of the room and at least behind the second rowHe did not move up front and center or sit in the area behind the prosecutor which had tons of open seating...even the Judge noted that he was sitting in the 4th or 5th row and that he never moved up and never asked to sit closer. He never asked to sit up with the Judge or talked to the court staff before proceedings or in between to ask questions). I could not make out much of what was being said, but it was clearly a DWI case. While others in court talked and cashier receipts were printed out, these guys were whispering (The court staff does not whispering....we used normal inside voices. We do not use the microphone, because we would not be able to hear anything else in the courtroom that is going on at the same time {cashier, prosecutor talking to defendants/attorneys and the bailiff calling names to appear}).

I made about 350 DWI arrests as a cop and supervised a hundred more. At times while the police are trying their best to arrest drunk drivers and give them an open public record it seems as if defense attorneys, prosecutors and judges have teamed up and are trying their best to keep the DWI defendant from getting convicted (The Judge and I talked with him after the court session and he was advised he could call the office as early as Friday to see what we had in the computer system for dispositions on the case....court night was 6/22.....as of 6/30 there has been no contact from him regarding obtaining any of that information).

The favorite way to do this is to have the DWI suspect plead guilty, pay a huge fine for a minor charge and then be given a Suspended Imposition of Sentence (SIS) on the DWI charge that results in no record (The concept of "no record" is a common misunderstood belief.....fact is there will always be an arrest record unless the case is ultimately expunged. Arrest records and court records are completely two different actions on a person's record and under law are releasable under different circumstances to different entities. There will be no court record of a conviction after the SIS is terminated (usually one to two years). And DOR will usually retain the administrative record of the alcohol contact which is separate from the criminal record).

For the next 30 minutes Judge Engelmeyer might call a name or sometimes an attorney and client would simply walk up (Due to the recommendation already having been made over a month ago via the prosecutor....they are simply there to plea, sign the paper work, pay any court fines/costs and/or sign up for appropriate programs-SATOP). Every time you could not hear the charges or the sentence. There was one exception. A young man with a SIS probation for DWI was in court for a probation

revocation. While I could not hear the judge, I could hear the defendant say the reason he could not attend require AA meetings was because his driver's license was revoked. He could afford designer eyeglasses (*I am not sure why he was so concerned with everyone's appearance, but when he did ask after the court room had cleared about individuals, he inquired by giving how they were dressed.....blonde with blue jeans, dark haired guy in suite with loafers, etc....*), but apparently not cab fare. The judge continued his probation (*His attorney did not appear with him and has not withdrawn.... would we take action against him without the attorney that plead his case?*).

By 7:30 p.m. court was over and there had been no trials on trial night. (*There were 15 trials scheduled.....the most severe case was an assault and that individual did not appear and went warrant with max bond {\$1000.00}. Most of the other cases were minor traffic violations which they either changed their plea to guilty with the Prosecutor or received an amendment or continuance by the Prosecutor. They did not go before the Judge, due to it being a prosecutorial decision. Other cases had been set as trial to due numerous times of the defendant continuing the case and it was set as a trial as the final continuance to resolve the matter*).

I spoke with Judge Engelmeyer and asked him how someone with Mothers Against Drunk Driving (MADD) could monitor his court if he made it impossible to know who the defendant was, what the charge was and what the sentence was. Engelmeyer paused and said they would have to check the court records.

This caused me to go to the court clerk and ask when I might see the records. She said she didn't have to show them to anyone for at least two days after court (*We said it would take up to 2 days for us, the clerks, to enter the information into the system. He was advised that as he could see, we just enter basic info for payment or to get forms they might need on the night of court and then set the file aside that night in no order. The clerks have to match up everything and manually enter all the information from the court proceedings into the computer for each individual case*). She suggested that I come back on Monday, but added some of the records might be closed. (*He was advised he could try calling as early as Friday...remember, this is at 8pm on Wednesday that we are talking to him, but by Monday they would probably be all in and he could just call with the names of who he wanted to know about and we'd advise him. As he is well aware and eluded to, there are records that would be legally "closed" and unavailable due to the nature of the disposition and we could not release that information*).

I asked her how that could be since SIS probation sentences are open records until the probation term is completed. I then added that I used to be a police chief. The clerk said I should have mentioned that (*I do not believe I said that. I believe I mentioned then working in law enforcement he should be aware of the nature of court records. Note, I do not care that he was a chief somewhere, I am married to a cop, father was a cop, grandfather was a cop, brothers are cops.....it has ceased to impress me when someone is a cop. What amazes me is when they continually throw around "30 years of law enforcement" as if that is to make a difference in any court proceedings or that it influences what the conversation is pertaining to....I can think of at least 3 times I heard the 30 yrs of experience comment that night*).

Judge Engelmeyer said "technically" I was correct. He then suggested the clerk call the city attorney and "run this past him" before showing me what should be "public records." (*The conversation was regarding if he wanted bulk records....info on all cases on whether he could obtain that or if he would have to submit by name.....I was eluding to Carl Lumley's response to a REJIS bulk records request and was not sure if it*

would apply to what he wanted, which is why we wanted to check with Carl. Since he did not have names to all of what he wanted, I was unsure about “fishing” for information { which the State Court Administrator repeatedly advises clerks is an inappropriate search for information}, since the release of records laws pertains to “specific” instances/cases. I said I would talk with Carl Lumley, city attorney.... which would have been covered within the Sunshine Law rule of the 3 days to respond to a request for records).

It was clear that the Creve Coeur Municipal Court wanted to make it as difficult as possible for me to know what the charges and sentences were. (He mentioned it appeared we wanted to “hide something” that night.....we confirmed that we just wanted to make sure we released what we could and should and that all he had to do was “call” and we’d give him the info if it was an open record and releasable under the law).

I have only seen one other court where everything is as secretive and where the judge and defendants whisper. It was when I was attending a session of the Chesterfield Court . I wrote a news column about it for Chesterfield Patch titled, "The Judge Whisperer."

Creve Coeur Judge Timothy Engelmeyer is the prosecuting attorney in Chesterfield . (It is my experience in talking with other court personnel, that if he goes to any other municipal court, 9 out of 10 will be the same way!)

Respectfully submitted,
Jody Caswell, Court Administrator

My information is in yellow and has been reviewed by Municipal Judge Engelmeyer with his approval and slight edits.....it is as close as I recall the conversations being. It might also be noted that he continually jumped around for information. It was not a smooth, ask for this, what was that type of inquiry.....even when we were talking, he’d be looking at his note pad and then start asking about items like “the guy with the blue shirt...what was he here for?” Any request made was out of normal (unclear) from any previous records requests made to the municipal court by any private or public entity. The court office has always complied and will continue to comply with any request for records as directed under law.



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: July 7, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: Security Costs to date for City Council and Planning and Zoning Meetings

At the request of the City Council, the Police department began providing security for all City Council Meetings as well as the use of the magnetometer, to include all Planning and Zoning meetings as well. The manpower necessary for the security and use of the magnetometer for the meetings are organized as such:

City Council Meetings:

- 1) One Police officer assigned to the general security of the meeting itself. Initially he will assist with the use of the magnetometer until the majority of those in attendance are in the door. 6:00 pm until the completion of the meeting.
- 2) One Police officer responsible for setting up the magnetometer, securing the city council meeting room itself, and assisting getting everyone in attendance into the room. 5:30 pm until 8:00 pm. (2.5 hours)
- 3) One Police officer responsible for assisting with the magnetometer getting everyone in attendance into the meeting. 6:00 pm to 8:30 pm

Planning and Zoning Meetings:

- 1) Two Police officers assigned to the meeting, both assisting with the use of the magnetometer from 6:00 pm to 8:00 pm

The use of the magnetometer and manpower for security began on April 11, 2011 and to date a total of about 48 hours for the City Council meetings which equals **\$2400.00**, and 40 hours for Planning and Zoning meetings which equal **\$2000**, for a total of **\$4400** in overtime monies to date for security.