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AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, January 09, 2012
7:00 PM

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATION – MSD Presentation - Consent Decree

COMMENTS FROM THE GENERAL PUBLIC
(Citizens are asked to limit comments to three minutes and to complete a speaker card)

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

1. CONSENT AGENDA

a. **Council Meeting Minutes dated December 12, 2011**

b. **Special Meeting Minutes dated December 19, 2011**

BILLS PAYABLE REPORT

For Information Only
Summary: A report of bills payable dated December 21, 2011 in the amount of $313,913.92 has been provided for Council review. No vote is required.

For Information Only
Summary: A report of bills payable dated January 5, 2012 in the amount of $291,130.70 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5355 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Amending Chapter 205 Of The Municipal Code Pertaining To Animals And Fowl To Allow Chicken Hens To Be Kept Within City Limits. Final Reading and Passage**

Summary: The Municipal Code currently prohibits chickens from being kept within city limits. The proposed ordinance will allow chicken hens to be kept by residents for non-commercial and non-breeding purposes under certain restrictions.

3. **Resolution No. 990 - A Resolution Authorizing Purchase Of The Series A Notes Issued By The Olive/Graeser Transportation Development District In The Original Principal Amount Of $1,250,000.00.**
   Summary: The resolution authorizes the purchase of the Series A notes totaling $1,250,000 pursuant to the District Development Agreement regarding the Olive/Graeser Transportation Development District. The matter was deferred from the December 19 Special Council meeting.

NEW BUSINESS

4. **Bill No. 5356 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Amending Section 235.070 Of The Municipal Code Pertaining To Permitted Hours Of Refuse Collection. First Reading**
   Summary: The City currently allows trash collection to begin at 6:00 AM, Monday through Saturday, at office, commercial, and institutional properties, which has disturbed nearby neighbors in residential areas. The bill proposes to change the start time for commercial collection from 6:00 AM to 7:00 AM. The 7:00 AM start time is common practice for commercial collection in neighboring cities and is in line with the City's 7:00 AM start time for residential collection.

5. **Bill No. 5357 - An Ordinance Amending The City Code Of Ordinances To Change The Name Of The Recycling, Environment And Beautification Committee And To Codify Its Mission. First Reading**
   Summary: An Ordinance Amending the City Code Of Ordinances To Change The Name Of The Recycling, Environment and Beautification Committee To The Horticulture, Environment And Beautification Committee And To Codify Its Mission.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

6. **City Promotional Video**

Summary: Continuation of discussion from November 28 Council meeting. Staff has reviewed video production alternatives for Council consideration.

7. **Update on boundary adjustment between Creve Coeur and Chesterfield**
   Summary: Work continues on aligning the shared boundary between Creve Coeur and Chesterfield along the Hwy. 141 corridor, to the maximum extent practicable.

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 1/5/2012
Deborah Ryan, MRCC
City Clerk

<u>RESOLUTION REGARDING THE METROPOLITAN SEWER DISTRICT (MSD) PENDING CONSENT DECREE AND RATE INCREASES</u>

WHEREAS, rain events, typically heavy rain events, may result in sewage diluted with rain water entering some streams through special pipes called overflows, which were installed in large part to prevent basement backups; and

WHEREAS, MSD reports that this diluted water produces very little change in water quality, and no complaints or illnesses, and quickly dissipates; and

WHEREAS, MSD has been sued by the EPA and others alleging violation of the Clean Water Act, 33 U.S.C. 1251 et seq, even after spending billions of dollars in recent years to reduce sewage entering our rivers and streams; and

WHEREAS, the 805 page guiding document titled <u>*Combined Sewer Overflow Long-Term Control Plan Update Report (revised February 11, 2011), Section 6*</u>, indicates that the proposed multi-billion dollar proposal will <u>result in precious little water quality or public health improvements</u> in the older portions of the district with combined sewers; and

WHEREAS, there is no such corresponding document even discussing water quality benefits that would result from spending billions more in the newer MSD area served by separate sewers; and

WHEREAS, MSD, the EPA and others have negotiated a <u>DRAFT</u> federal consent decree that would nonetheless require MSD to dramatically raise rates by three or four times over about two decades to generate an additional $4.6 billion (2011 dollars) largely to reduce relatively harmless overflows; and

WHEREAS, the federal government is not providing funding for this mandate and fails to consider or provide understandable cost/benefit analysis that might justify huge increases in rates; and

WHEREAS, the MSD system already has other significant liabilities dealing with real sanitary and storm water issues which are far more pressing; and

WHEREAS, MSD's infrastructure is the fourth largest in the United States due to the cobbling together of smaller systems, yet it serves a disproportionately smaller population rendering it less efficient than a comprehensively planned system, with additional burdens in that it is serving a declining and poorer client base in part due to sprawl, socio-economic trends, and national economic stagnation; and

WHEREAS, the proposed settlement is estimated to cost many billions of dollars over the entire 23 year plan as inflation progresses, resulting in annual double digit rate increases for sanitary system improvements alone, not considering higher rates needed for stormwater management; and

WHEREAS, building significant new sewer infrastructure such as huge storage tunnels will offer little benefit when MSD cannot maintain the existing infrastructure, thereby making the system less sustainable and casting a long, dark cloud over our ability to operate a successful sewer system well into the future; and

WHEREAS, even with subsidies for low income households paid by higher income ratepayers, dramatic and unnecessary rate increases will be a substantial burden on many homeowners and businesses; and

WHEREAS, the $1.2 million fine underwritten by each of us should be re-directed from the EPA to those experiencing basement backups;

NOW THEREFORE BE IT RESOLVED that the St. Louis County Municipal League urges our stewards at MSD, EPA, DOJ and the Courts, and all other related parties, to exercise discretion and postpone the consent decree and begin meetings with more comprehensive and progressive goals in mind, and

BE IT FURTHER RESOLVED that the League continues to support a series of plans that would provide for more reasonable rate increases but over a longer period of years to address cost effective remediation, starting with a two to four year plan consisting of modest funding increases to reduce basement sewage backups and to concentrate on the most under performing and risky system elements, rather than all sewer overflows that have few public health risks and whose correction yield little benefits; and

BE IT FURTHER RESOLVED that the federal government assist in funding at least 75% of the mandated improvements in hopes that it will assist in determining the costs and benefits of a more sustainable and practical system when it must help underwrite the costs.

Adopted by the Membership October 27, 2011.

From: League Staff [mailto:Staff@stlmuni.org]
Sent: Tuesday, November 15, 2011 11:22 AM
To: League Staff
Subject: Sample Resolution Opposing EPA/MSD Consent Decree

Dear Members,

A League resolution adopted in October urges MSD and the EPA to postpone a pending consent decree on dealing with sewer overflows and renew negotiations with more pragmatic goals in mind. These overflows occur in isolated areas during localized heavy rainfall and wash some sewage into streams. We were initially going to recommend that MSD continue to address this but at a slower pace than proposed - which would lessen the double digit rate increase. However, when we inquired about a "slower" program and its impact on clean water, MSD directed us to their studies showing that most of the proposed BILLIONS would not help much because the big rain events dilute the sewage and it quickly dissipates. WOW! Then why dramatically raise rates and divert money needed for real improvements?
Because the EPA claims MSD is violating the Clean Water At - even if the proposed solution fails to address clean water.

After learning the billions would be wasted, the League Board asked the membership to pass the attached resolution. Our congressional delegation is aware of this ridiculous situation. Hearing from you may make it a higher priority. Please ask your officials to learn more and consider passing a resolution urging cost-effective funding of MSD.

The membership resolution and the MSD study (Chapter 6) are attached. The US Senators and Representatives contact information is on page 67 of the League directory.

The League supports MSD's mission and rate increases when they are necessary to ensure citizens do not have to live with sewer backups, that our treatment plants produce ever cleaner discharges to our rivers, and that our failing underground sewers are improved, but this wasteful proposal does not meet these goals.

Tim Fischesser
Executive Director

MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, December 12, 2011
7:00 PM

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Council President Nealey at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, December 12, 2011.

PLEDGE OF ALLEGIANCE

President Nealey led the Pledge of Allegiance.

INVOCATION

President Nealey said the invocation.

ROLL CALL

The following members were in attendance:

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

***** - Absent: Mayor Dielmann

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

Gregg Palermo of Patch.com stated Patch.com is hosting a nationwide holiday light display contest and giving away $100,000 to a school in the area of the winner's house. There will be 24 national winners receiving $500.00 toward their December electrical bill and one nationwide winner.

Council Member Kistner congratulated Patch.com on their one year birthday here in Creve Coeur and stated it has been a great addition to get information out to citizens.

Robert Kent resident of 13084 Fern Trails Lane commended Chief Eidman and staff for providing the best possible Police force to Creve Coeur residents and stated the two citizen of the year recipients were excellent choices.

Diane Wolff resident of 12739 Hezel Lane read and presented a statement for the record regarding start time of commercial trash pickup. (Exhibit A)

Council Member Kistner asked if those are times that we can change or if city is limited by contract?

Mark Perkins stated we only have a contract for residential. The times are set by ordinance and this is an item for discussion further down on the agenda.

Council Member Rhoades stated she is very supportive of a change in pick up times for commercial trash.

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

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

ANNOUNCEMENTS

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

The regularly scheduled meeting for Monday, December 26, 2011 has been cancelled. [Note, a special meeting was subsequently called for December 19]

1. CONSENT ORDINANCE READINGS

a. **Bill No. 5351 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Edward D. Jones & Co., L.P. Final Reading**

b. **Bill No. 5352 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Savvis Communications Corporation. Final Reading**

c. Bill No. 5353 - An Ordinance Amending Chapter 500, Article II And Article VI Of The Creve Coeur City Building Codes Regarding Fire Sprinklers In One And Two Family Dwellings Or Townhouses. Final Reading

City Clerk read Bill Nos. 5351, 5352 and 5353 for the final time.

2. CONSENT AGENDA

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

a. Council Minutes dated November 28, 2011.

b. Bill No. 5351 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Edward D. Jones & Co., L.P. Final Passage

c. Bill No. 5352 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Extension Of License For Use Of Right-Of-Way By Savvis Communications Corporation. Final Passage

d. Bill No. 5353 - An Ordinance Amending Chapter 500, Article II And Article VI Of The Creve Coeur City Building Codes Regarding Fire Sprinklers In One And Two Family Dwellings Or Townhouses. Final Passage

Council President Nealey called the question of the approval of the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5351 becomes Ordinance No. 5233; Bill No. 5352 becomes Ordinance no. 5234 and Bill No. 5353 becomes Ordinance No. 5235.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated December 7, 2011 in the amount of $1,246,183.18 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5348 - An Ordinance repealing Ordinance Numbers 1074, 1594, And 1694, and authorizing the issuance of a new conditional use permit for operation Of A Valvoline Instant Oil Change Service Station located at 11333 Olive Boulevard. Final Reading and Passage

City Clerk read Bill No. 5348 for the final time.

Council Member Hoffman moved, seconded by Council Member Wang to approve Bill No. 5348.

Suzanne Harris resident of 143 Nassau Circle stated she attended the Planning and Zoning meeting regarding this application and voiced her opposition at that time. The issue with the extended hours into Sunday is the noise. It is intrusive to family life on Sundays.

Council Member Kistner stated there has been discussion to close the service doors while the impact wrenches are being used.

Suzanne Harris stated putting a clause in there to make sure the service doors are closed during service is not a realistic solution because there isn't anyone to make sure that gets done.

Council Member Kistner stated so the real opposition is with the Sunday hours.

Suzanne Harris stated the whole operation is noisy. Employee and customer voices would carry over the proposed 6 foot fence, closing the door down stairs and moving the employees break space only moves the noise further down the line. The proposed changes aren't going to help.

Mel Klearman resident of 739 Bergerac Drive stated he visited the site and stood behind the existing fencing and only heard traffic from Olive Blvd and not the employees. We need to focus on the problem and it can be resolved. If there are too many complaints then their CUP can be revoked. The problem is noise and not the Sunday hours because the blue law was repealed a long time ago. We have another problem with the decrease in sales tax and St. Louis County needs to contribute to our sale tax base.

Linda Rezney resident of 104 Graeser Acres stated even with a six foot fence most employees are going to be that tall and asked if the noise is a problem on Sundays what is it like the rest of the week.

Robert Kent resident of 13084 Fern Trails Lane stated the noise can be measured if it is such a problem. There are homes that back up to Highway 40 and there aren't problems there with noise. There are ways to stop most of the noise from filtering to adjacent properties. Valvoline knew what the rules where when they opened and now they want to change and they can fix the noise.

Council Member Hoffman stated we are assuming all the noise is from the business and that probably isn't the case.

Council Member Kistner states she has similar thoughts to what Mr. Kent expressed and it is possible that Valvoline hasn't been very conscientious about employees disturbing the surrounding neighbors. If

Valvoline would take steps to reduce the noise and come back in six to nine months with decibel testing the Council could revisit the request. Council Member Kistner stated she is not comfortable with granting Sunday hours on a hope and prayer.

Jason Coil stated if there have ever been any complaints about noise, they have not been brought to the attention of the business. We have always been responsive to any request or issues brought to our attention by the City. Valvoline has already taken steps to reduce noise, closed the lower door, moved employees and changed impact tools.

Council Member Saunders stated Mr. Coil previously stated that they have been responsive to the City in the past but the original CUP was approved in 1993 and in 1995 when Valvoline came forward with a request the CUP was not in compliance with the original approval and in 2003 they came forward with another request and the original CUP from 1993 was still not in compliance and I believe it is still not in compliance which was going to be a condition of this approval.

Jason Coil stated we are working with the property owner to correct the issues.

Council Member Saunders asked Mr. Langdon for the difference between Valvoline as the business and the property owner and does the consistency of the landscaping plan in any way raise concerns about Valvoline following the proposed guidelines.

Paul Langdon stated one is a question of a long term investment and if they will make it and the other is a day to day management issue. Management changes with the people that work there and not only with the employees that are doing with work but also with the management itself. Mr. Langdon stated he doesn't want to necessarily correlate those people with what has been done since 1993 on the site. Mr. Langdon stated he feels comfortable that wherever we end up with this issue that this manager and this store will do its best to comply. That is the challenge for Council is to think of this site and these people involved with this particular store and would encourage the Council to not to try and control behavior but instead look at physical changes, modifications or prohibitions that will protect the innocent as well as allow the property owner to get done what they want to do on the property.

Council Member D'Alfonso stated she is concerned if there is a change in management for the business because the main concern was not the tools but the employee behavior.

Jason Coil stated up until this meeting they have never had a complaint from the Police Department and to say that is an issue is hard to understand.

Council Member Kistner stated that is not how residents' behavior and often times where there is a situation that they feel they can't change the situation they just live with it.

Council President Nealey called to question the approval of Bill No. 5348, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Nay

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

The vote on the motion being 3 ayes and 5 nays, motion failed.

4. **Bill No. 5350 - A Request To Reconsider And Repeal Ordinance #5228 And Enact A New Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Motor Vehicle Dealers, New And Used, And Used Only, As A Conditional Use In "LI" Light Industrial Zoning District, And Establishing Conditions For Such Use. Final Reading and Passage**

City Clerk read Bill No. 5350 for the final time.

Council Member Kistner moved, seconded by Council Member Wang to approve Bill No. 5350, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5350 becomes Ordinance No. 5236.

5. **Bill No. 5354 - An Ordinance Waiving The Gross Receipts Tax On Ameren's Sale Of "Pure Power" And Any Similar Programs. Final Reading and Passage**

City Clerk read Bill No. 5354 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5354.

Carl Lumley stated we need a motion to amend to change the effective date to January 1, 2012. This was a request of Ameren as they needed time to change their billing.

Council Member Kistner moved, seconded by Council Member Rhoades to amend Bill No. 5354 to change the effective date, 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 Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

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

Council Member Kistner moved, seconded by Council Member Rhoades to approve Bill No. 5354 as amended, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5354 becomes Ordinance No. 5237.

6. 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 Wang to approve Resolution No. 969.

Kathleen Engel, Chair of the Climate Action Task Force (CATF) stated she wanted to remind the Council that the CATF recommends the City participate in this program.

Robert Kent resident of 13084 Fern Trails Lane stated he recommends the Council to vote no for the following reasons:

- In 2006 according to documentation customers have asked for green power

- In 2008 the voters agreed and passed an ordinance that mandated that all utilities would buy a portion of their green power from renewable sources and not be charged extra for it
- Wind power people have engaged a marketing group to get Ameren to franchise them to sell extra power

This is double dipping through the green power, politically correct approach. We are already paying for it through mandate for utilities and recommend the Council votes no.

Carl Lumley stated just to clarify these certificates are credited to the City or the customers purchasing them. Ameren cannot take credit for them through the state mandate.

Cindy Bambini with Three Degrees stated we are talking about two different things here. The mandate by the State is called Proposition C and is a completely different thing than Green Power. The RECs that are purchased through the Green Power program do not count towards Ameren for their requirements.

Council Member Kistner stated she would like to hear from the Chair of the CATF and their thought process for this recommendation and why it was recommended to participate.

Kathleen Engle stated the~~y~~ committee believes that this supports the Climate Action Plan and help to reduce Greenhouse Gas Emissions.

Council Member Rhoades asked how does participating in this program reduce greenhouse gases.

Kathleen Engle stated when green power is purchased there is an off set of 10 percent of power of the electricity used at the entire City owned buildings, parks and streetlights.

Carl Lumley stated to clarify an electric utility has a dispatching status. Some of the plants run all of the time and they never turn off. As demand goes up they look at their cost and whatever the cheapest thing to turn on next is what they do. This doesn't have any impact whatsoever on what is actually used on any particular time. But in theory all of the green power that is used at any time, someone has the right to claim it. Nobody can say they know that a particular electron came from a wind farm, but if you buy the certificate under the system then you have the right to claim it. So it doesn't actually change what is going on physically but to the extent there is green power being used whomever buys certificates has the right to legitimately say they are the ones using green power.

Jaysen Christensen stated our goal is a target reduction of 20 percent of green house gas emissions by 2015. Staff completed an inventory of our emissions and used 2005 as a base year and we are going to complete another inventory for 2015. We can take our renewable energy credits and use them to calculate and receive credit in reducing our carbon footprint for that base model.

Robert Kent stated this is an economic problem. Wind power costs $.21 per kilowatt, coal costs $.06 and gas costs $.04. This is an economic problem. If you want to say we are going to purchase wind power because this is what we want to do fine. But you should understand, because I don't see any way around it the wind power people have gone to Ameren and Ameren has franchised these people and they are selling the recs, Ameren gets a dollar in return and the wind power people get fourteen dollars less what they pay the marketing people and that is the way it is. The cost of power is what we are talking about and the question is whether or not you want to be an environmentally correct city or not. It is as simple as that. Economically it doesn't make sense or we wouldn't be resorting to these kinds of sophisticated marketing programs.

Kathleen Engle stated by the Council supporting a program like this we are also supporting bringing more companies like the wind power plants so it brings tax revenues and jobs into Missouri which is what we all would like.

Council Member D'Alfonso asked the cost to us now would be about $4,000 per year plus we lost the additional revenue when we reduced the sales tax.

Mark Perkins stated correct.

Council Member D'Alfonso stated she would personally like to see the City become more green oriented and thinks that if we are going to ask others we should set an example.

Council Member Saunders stated he understands all of the arguments that have been made regarding the magnitude of the actual impact regarding the credits that will be purchase associated with this. Council Member Saunders stated he does agree with Council Member D'Alfonso and thinks that there is merit in promoting greener uses of power and will be an educational tool that will hopefully encourage perhaps more direct implementations by residents' use of solar power in homes and other ways of conserving energy in the home.

Council President Nealey called for the vote on 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 Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

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

NEW BUSINESS

7. **Bill No. 5355 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Amending Chapter 205 Of The Municipal Code Pertaining**

To Animals And Fowl To Allow Chicken Hens To Be Kept Within City Limits. First Reading

City Clerk read Bill No. 5355 for the first time.

Jaysen Christensen stated we have discussed this topic for a couple of months. A resident survey was conducted and found that the 122 residents that responded to the survey supported to allow chickens. Staff has reviewed other cities ordinances and there are a number of cities around us that do allow chickens. One of the questions that were raised at the last meetings was of the other cities that do allow chickens by permit, how many permits are being issued. On the high end 25 or 26 permits have been issued and on the low end around 5 – 7. University City doesn't allow more than 5 residents at a time to have chickens. A couple of cities don't even track how many have chickens. Staff also looked at how long have the cities that allow chicken been allowing them. Some cities have always allowed them and the rest have enacted ordinances within the last decade to allow.

Council Member Hoffman asked if there have been any complaints.

Jaysen Christensen stated he asked each city that allows chickens and there have been no complaints.

Council Member Saunders stated up until 2009 chickens were allowed in the City which many didn't realize and the rule was only eliminated when the Code Book was updated.

Jaysen Christensen stated correct and it had something to do with commercial resale.

Carl Lumley stated there was some confusing language and it was decided at the time to remove.

Council Member D'Alfonso asked if the City keeps record of complaints.

Jaysen Christensen stated correct.

Council Member Rhoades stated for clarification if subdivision bylaws prohibit chickens, birds, out buildings or coups then this ordinance would not override that.

Council Member Kistner stated on that point, if this ordinance were to pass, she is requesting that an article be placed in the city's newsletter about this and how it does not supersede any bylaws.

Mark Perkins stated that can be done.

8. Resolution No. 988 - A Resolution Approving the Fiscal Year 2012 Contribution to the Employee Pension Fund in the Amount of $1,389,538.

City Clerk read Resolution No. 988.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 988.

David Caldwell resident of 257 Brooktrail Court asked if this was a one-time payment or will this be the quarterly contribution.

Dan Smith stated this is a one-time contribution and next year the payments will be quarterly.

Council President Nealey called for the vote on Resolution No. 988, with the vote upon such motion being as follows, to-wit:

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

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

9. Resolution No. 989 - A Resolution Authorizing Maximum Annual Payments To Retire Bonds Issued By The Olive/Graeser Transportation Development District In Order To Reduce Total City Payments On Such Bonds.

City Clerk read Resolution No. 989.

Council Member Wang moved, seconded by Council Member Hoffman to approve Resolution No. 989.

Carl Lumley stated most of the changes are just in language and the changes are as follows:

- Section 1 at the end Pace requested pursuant to the release asking for the City to consent to $25,000 in issuance costs that were related to the Series A costs to be covered by B Notes which was already covered by the agreement.
- Clarification with the release but the wording is slightly different

So the Council will need to substitute the versions.

Council Member Wang moved, seconded by Council Member Kistner to substitute Resolution No. 989 with the latest version, 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 Nealey – Aye
Council Member D'Alfonso – Aye

Council Member Kreuter – Aye

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

Council Member Rhoades stated pursuant to our work session discussion she would like the Council to consider a motion to defer but would like to hear public comment first.

David Caldwell resident of 257 Brooktrail Court stated he has a concern about the Stern Brothers proposal and that it would put another $795,000 of debt on the City's balance sheet over a long period of time. Which could affect the flexibility or the debt rating of the City in times to come. There is another alternative that should be considered and that would be for the City to put in the $795,000 and would avoid paying the $55,000 per year and would avoid having the debt on the books. The other portion of the double financing, super sinker portion could continue. That is another alternative that should be considered. David Caldwell stated the Finance Committee should have a chance to review these alternatives and any others someone might come up with.

Robert Kent resident of 13084 Fern Trails Lane asked what other options are we going to need those funds for. Mr. Kent stated he wouldn't be surprised at all if the pension plan requirement goes up significantly early next year and if we commit to $1.25 million we might wish we had it back. At the last Council meeting there was a proposal put forward for a policy for the use of the excess funds on hand and consider how to handle that before considering this.

Linda Rezny resident of 104 Graeser Acres stated it would be good idea to defer something this complicated. There was a question in the work session about Walgreens being in perhaps some financial difficulties because they are being so difficult with their contracts and just as a reminder the revenue tax comes from everything else in the store and not from drugs. This TDD has been a very expensive way to do something that the City should have paid for on their own earlier.

Mel Klearman resident of 739 Bergerac Drive stated he wants to get across that the alignment of Dautel with Graeser was a necessary thing for citizens of both unincorporated county and the citizens of Creve Coeur. It is a question of financing. Mr. Klearman stated he thinks the fact of the matter is that the TDD is completed and is done in spite of the financial problems that Pace ran into. Pace stood up and met all of the finances due to the other party. It is worthy that Pace be refunded. It did a very strong community service.

Council President Nealey stated Mr. Klearman sent an email message today and summarized many of the points about advantages and benefits to the City and the public safety in having completed the TDD and will submit this for the public record. (Exhibit B)

Council Member Rhoades stated everyone all along has been clear on the benefit of aligning the intersection and doesn't believe there is anyone that disputes that.

Dan Smith stated to clarify the $795,000 is not considered debt because it would actually be the debt of the TDD. We would have an obligation, by appropriation, during the year to pay the $55,000 so that debt would not show up on the City's balance sheet as debt. Because it is an annual obligation it would show up as $55,000 liability each year. Dan Smith stated if we gave the funds to the TDD as opposed to purchasing notes we would have no right to receive any repayment of any kinds.

Mark Perkins stated he believes the reference as a suggestion that we purchase only notes equal to $795,000.

Dan Smith stated if that were to occur then we would take a secondary position behind the bonds that were issued.

Carl Lumley stated we could certainly try and negotiate that but we don't have the right under the contract; it is an all or nothing purchase. Effectively we could end up there but to achieve what was specifically proposed we would have to negotiate that to be reimbursed.

David Caldwell stated this is why we need to defer and send back to the Finance Committee. Dan Smith is correct in that it would not show up on the balance sheet as a debt. Instead it would affect the coverages as a payment every year and if we paid the whole amount in advance it would not affect our coverages as future debt and avoid the investment banker's expense of issuing and purchasing the notes if you just put in the money to take care of that part of it. The TDD would still be left with the coverage that they have right now or the proposal to cover the remaining debt which is covered by the sales taxes.

Dan Smith stated there might be a little bit of a difference because of the fact that there are base issuance costs that are now being allocated among the two issuances. Those aren't necessarily pro-rated because there is a certain fixed cost. The TDD costs might go up a little bit but certain costs that would be considered City issued would have to be paid by the TDD because they are fixed costs and won't be reduced pro-rated because the City is not making an issuance.

Mark Perkins asked if we defer this staff would ask that the second meeting in December be held and presumably it would be Tuesday, December 27 because the 26th is a holiday for most.

Council Member Kreuter stated before the Christmas holiday would be best if we are going to hold a meeting.

Council Member Rhoades asked if the City Administrator is suggesting this be a special meeting devoted to this topic and relatively brief.

Mark Perkins stated correct and it would be as brief as possible when covering a topic such as this.

Council Member Kistner asked what the possibilities would be that the Finance Committee would be able to meet between now and then.

Mark Perkins stated they are not scheduled to meet until after the first of the year and getting them to meet on such short notice would be difficult.

Council Member D'Alfonso asked if this option is off the table completely if we don't agree to this before the next regular meeting in January.

Mark Perkins stated not necessarily and we would go back to the TDD and explain the situation. We don't know the time sensitivity of the current proposals. The TDD had a meeting schedule for this week and was planning to move forward with that proposal.

Council Member D'Alfonso stated the fact that the Finance Committee has not looked at this yet is concerning.

Mark Perkins stated we can make an effort but it might not be possible.

Council Member Rhoades moved, seconded by Council Member Saunders to defer Resolution No. 989 to the next meeting, with the vote upon such motion being as follows, to-wit:

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

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

APPOINTMENTS

10. Appointment to Climate Action Task Force

Council President Nealey stated the Nominating Committee is recommending the appointment of Michelle Vesth to the Climate Action Task Force for a three year term which will expire June 30, 2015.

Council Member Kistner moved, seconded by Council Member Wang to approve the appointment of Michelle Vesth to the Climate Action Task Force for a three year term which will expire June 30, 2015, 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 Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

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

11. Appointment to Arts Commission

Council President Nealey stated the Nominating Committee is recommending the following appointments to the Arts Commission of:

- Ken Balk and Gina Casalone each for a one year term which will expire June 30, 2013;
- Linda Edwards and Humayun Somjee each for a two year term to expire June 30, 2014
- Judy Pass and Jessica Witte each to a three year term to expire June 30, 2015

Council Member D'Alfonso moved, seconded by Council Member Saunders to approve the previously listed appointments to the Arts Commission, with the vote upon such motion being as follows, to-wit:

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

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

12. Stormwater Committee Report - Sunswept Gabion Basket Failure

Council Member Hoffman stated last Thursday the Storm water Committee met and before the Council is a very critical piece regarding 8 Sunswept Drive. What we are doing tonight is informing the Council and asking their permission to send a letter from the Mayor for rapid deployment of MSD funds to fix this gabion wall that has deteriorated beyond the wildest imagination and is located about 20 feet from the house. This was first brought to their attention many years ago and recently funds have been made available to MSD in the Deer Creek Water Shed only for our City. This is a portion of the Deer Creek Water Shed and so we are asking them to prioritize this item and get it fixed.

Council Member Kreuter asked if a vote was needed.

Mark Perkins stated that based on council consensus to send the letter then the Mayor will sign and staff will send it out.

BUSINESS FROM CITY ADMINISTRATOR

13. Commercial Trash Collection Times

Council Member Kistner asked if there was any reason not to move the commercial pick up times to 7:00 a.m.

Mark Perkins stated it certainly seems to make sense especially from an enforcement standpoint and 7:00 a.m. is a point when our residential pick up begins and it is also the time when construction can begin. From an enforcement standpoint it certainly would be easier for our police when they are out if it would be 7:00 a.m. during the week. As Jaysen indicated in his memo in the packet he would notify the haulers on the pending ordinance to allow them the opportunity to make any comments.

Council President Nealey asked if staff needed specific direction from Council to get this moving.

Mark Perkins stated as long as we get consent from the Council then staff will draft an ordinance.

Council Member Hoffman stated there are huge institutions that don't border residential places and he is sure that trash haulers have their reasons for beginning at 6:00 a.m. and financially we may be putting a burden on some of these companies. A place like our hospitals that have no residential noise issues at all.

Mark Perkins stated if we look at all the times they have significant commercial districts as does St. Louis County and we can ask the companies that question and they would have the ability to express their comments.

Council Member Saunders stated he would let the haulers make that argument and not have us choose.

Council Member Rhoades stated actually the dumpsters on the Barnes West County property are within earshot of a lot of residential homes and there are homes bordering St. Johns.

David Caldwell stated he had the same thought process at Council Member Hoffman and the LI District it shouldn't be much of an issue and doesn't feel that there is going to be much opposition to changing it but would suggest that particular area be included in the survey because they have different haulers for each business.

14. Creve Coeur Resident Newsletter Distribution

Mark Perkins stated Sharon Stott our PIO has recently been working to clean up our list for our residential newsletter and obtained an up to date list from St. Louis County Planning and found that we have quite a few more addresses than are current list has. We now know that we will have a better list going forward but it has raised the question of what our distribution of the resident newsletter should be. We will now have quite a few more if we were to send it to every address in town and the cost associated with this. Mark Perkins stated he feels the newsletter is geared towards residents and that is who we should be sending it to but doesn't mean it shouldn't be available for everyone. We have it on our website and anyone can sign up to receive it electronically. We do send out a business newsletter quarterly and that grew out of a survey completed last year of the businesses we have in town. Staff suggestion is to send the resident newsletter to residents and notify the institutions that are not currently receiving our business newsletter so that they would have an opportunity to sign up to receive it electronically.

Council Member Rhoades stated she has no objections to the proposal and wondered if there was any opportunity to coordinate with the Chamber of Commerce who still sends out letter or encourage them to send out a notice that the residential newsletter is available on line.

Mark Perkins stated that makes sense and make the businesses aware through the Chamber that the City does put out a business newsletter. That is a good suggestion.

Council Member Hoffman stated we could save an awful lot of money for those residents that have lived here for 20 or 30 years that they could receive the newsletter electronically and make a more accurate list. Also if we get the welcome packets/occupancy permit going to get the email addresses of those moving in and only send the newsletter to them electronically.

Mark Perkins stated there would be significant savings as we currently spend about $35,000 per year on the newsletter. If we wanted to consider moving to electronic distribution or at least partially would save.

Council Member Rhoades stated she is in favor of this option and the City newsletter is very well done and would like to see all residents have an opportunity to read the information in it. Over and above the cost savings she would be interested in promoting that as a green initative and maybe the Climate Action Task Force might want to put some numbers on. Council Member Rhoades stated she was very lukewarm about passing the wind power promotion because it is a very inefficient way to promote renewable energy. This is a tangible step the City can take.

15. Prescription Drug Discount Program for Residents

Mark Perkins stated the National League of Cities offers this program and about a year or two ago when elected officials attended this conference this had come up. There are a number of NLC cities that participate in this and this does not cost the City anything. All of the major pharmacies participate and essentially what it would do for residents that don't have insurance or have insurance but not all prescription drugs are covered it would provide them with discounts. Essentially this would allow the City's name to be used as part of this NLC prescription drug program and they would like us to help publicize that through our newsletter. Staff doesn't really see a downside to this.

Council Member Kistner moved, seconded by Council Member Kreuter to adjourn at 8:56 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 Nealey – Aye

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

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

Deborah Ryan	Tara Nealey
City Clerk	Council President

SPECIAL MEETING AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, December 19, 2011
6:00 PM

CALL MEETING TO ORDER

A special meeting of the City Council of the City of Creve Coeur was called to order by Mayor Dielmann at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, December 19, 2011. The City Adminstrator served as acting clerk for the meeting.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

INVOCATION

Mayor Dielmann said the invocation.

ROLL CALL

The following members were in attendance:

Mr. Kreuter	Council Member Ward I * - arrived at 6:15 p.m.
Mrs. Kistner	Council Member Ward I
Mrs. Nealey	Council Member Ward II
Mr. Wang	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF AGENDA

Council Member Hoffman moved, seconded by Council Member Nealey to approve the agenda as presented, 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 Nealey – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – 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

UNFINISHED BUSINESS

1. **Substitute Resolution No. 989 - A Resolution Authorizing Maximum Annual Payments To Retire Bonds Issued By The Olive/Graeser Transportation Development District In Order To Reduce Total City Payments On Such Bonds.**

City Administrator read Substitute Resolution No. 989.

Council Member Kistner moved, seconded by Council Member Nealey to approve Substitute Resolution No. 989.

Dan Smith, Finance Director stated purchasing the A Series notes appears to be the best option based on the sales tax projections. The comparison of the present value method was provided in the packet for Council's review. Based on the projections from Stern Brothers and the sales tax projections on when the City's portion of the bond would be retired, staff came up with a positive present value of $35,462 for the note purchase and a negative -$317,449 and that represents the present value calculation. Under the first scenario the City gets a very good interest rate on our investment and this is at five percent assumption. Under the other scenario where we are putting in the $55,000 per year for the estimated sixteen years and getting some sales tax back after that sixteen years it would be a negative -$317,449. In other words we would have spent more over that time period under the present value model. Staff's projections were a little conservative for sales tax and conservative for the amount of money we will get back. At that point, seventeen years, we probably won't get fifty-five percent back which is what was estimated. It would probably be a little lower than that. So that -$317,449 will be a little bigger. Staff also did a five percent based on the projection of losing about fifty percent per year and if the sales tax drops out the numbers become much closer. IThe more sales tax drop the more risk the City takes on and the better off the Bonds are.

Council Member Kistner asked if there is a point at which Stern Brothers would be better, such as if the sales tax dropped by seventy-five percent?

Dan Smith stated yes and as the Council can see from the fifty percent it gets really close. Staff can't say what that point would be.

Council Member Kistner stated it would eventually cross…

Dan Smith stated it is possible. This is an extremely complex project and there are a lot of variables. To give everyone an idea, the Hutkin property cannot be used to generate sales tax for the Dautel land costs. That means that any sales tax generated and if we ever got to the point where we were paying off the $200,000 we would not be able to claim any payment on them because the sales tax from that cannot be used to repay either the City's $200,000 or the County's $200,000. The $200,000 is going to be such a small part of what is owed on the B Series notes that it is really not likely to have much of an effect on what is going to happen. It would have some effect to make our projections even more conservative. The old Walgreens can withdraw from the TDD with an upfront payment. It is probably not likely to happen because of the fact that it is a pass through tax and out sales tax assumption is only a one percent growth. Stern Brothers' assumptions are conservative and they just assume that the businesses that are in there now will be the businesses that will be in there forty years from now and they assumed a one percent growth.

Council Member Kistner asked what assumptions where made for the old Walgreens property.

Dan Smith stated he doesn't believe that they were included because all they have assumed is less than a one percent growth per year on the existing revenues. Dan Smith stated he doesn't believe that sales tax being generated at that property was taken into account.

Council Member Kistner stated so any sales tax generated from there would be a bonus over projections.

Dan Smith stated that is correct. Dan Smith stated purchasing the A Notes appears to be the best option based on sales tax and wanted to take a moment to thank Mr. Caldwell for running the numbers as well and confirming the same numbers as staff. It is obviously reassuring that those numbers reflect what staff wanted them to be. Dan Smith stated with all of this information it might sound as if staff is negative and against purchasing the A Series notes but that is not necessarily the case. Dan Smith stated he has been in this business a long time and what he has discovered is that municipal governments are different than private corporations in the amount of risks they want to assume and he wants to be very clear with the citizens and the elected officials about what the risks are. Over forty years business conditions can change dramatically. It is hard enough to project the City's budget out for five years and it is impossible to project out forty. Keep in mind that one business generates sixty percent of the sales tax. Different variations in the sales tax receipt could result in bonds being more attractive as an option. There other thing that could happen such as if there was a dramatic increase in the sales tax in the beginning of the term where the City bonds were retired much faster and didn't have to put in as many $55,000 contributions and the fell off at the end then the bonds would be a better scenario than purchasing the note. Dan Smith stated he feels that municipal governments are risk adverse and if you see everything staff does with the investment policy, collateralizing all investments and everything a City does to minimize or eliminate any risk that may show. Dan Smith stated a safer course would be to endorse the proposed bond issue but not necessarily a better course. Normally municipal governments invest in a fixed rate because they know what that rate is going to be and what the liability and responsibility is. Dan Smith stated if he was a private investor in the corporate world he would do this because it appears to be a good deal for the City but we don't live in a corporate world and there is some risk. From what staff has been told, the Stern Brothers option will likely be lost if not selected today or very soon. Therefore a bond issuance structured like this may not be feasible for a period of time. Because we don't know what is going to happen economically over the next forty years staff can't say what is going to happen in the bond market. It is possible the City could end up with a better deal. Stern Brothers put together a feasible proposal that is good for today. Dan Smith stated because of the fact that staff's projections show based on the projected sales tax that is going to come in the City will get all of the sales tax revenue and not have to issue the $55,000 for a period of time whether it is sixteen years or twenty years. The City will come out with all of the sales tax and there will be no distribution of sales tax to the other two parties in the agreement which is primarily the developer and the County has a little portion in there but not much. Under the bond proposal they are retired in sixteen years then the developer and County both start sharing in whatever sales tax is available. It is extremely unlike that they will get their principle on B series notes back unless revenues really increase.

Council Member Hoffman asked what is meant by substantial and on the B Series notes what portion does the developer hold, percent wise.

Dan Smith stated he used fifty-five percent for the City to get because that was a much more conservative scenario. But that would be after twenty-five years and he believes that the City's share would be closer to forty to forty-five percent after they retired in sixteen years. The developer would get the majority.

Council Member Hoffman stated instead of the one hundred percent if we bought the note.

Dan Smith stated correct, now we have a larger outlay up front which is why the present value was presented. This is extremely complicated.

Council Member Wang stated Resolution 990 is about the notes and not the bonds.

Dan Smith stated there are two resolutions, one for the bonds and one for the notes.

Council Member Wang stated he is concerned that staff keeps reiterating that this issue is very complex and it is perplexing. But the Stern Brothers issue has to be voted on by Council today?

Dan Smith stated he can't say that this issue or the financing possibility will go away but what he understands is that Stern Brothers premarketed this issue and that they secured what they think are investors that they will be able to sell the issue to and their concern is that if this goes much longer that the investors will not be available. Dan Smith stated the question came up about the City's fund balance and how this would affect the balance and as of the end of FY 2011 is $12,900,000. The cash balance is slightly lower but the bottom line is that we obviously have a large cash balance and an outflow of $1,268,000, although substantial will not have a dramatic effect on our fund balance.

Council Member Wang stated he is just thinking what is the harm in working this out over several weeks rather than rushing it through today and can't see why the decision has to be made so quickly.

Dan Smith stated he can't say for sure but knows that the developer has been in much closer contact with Stern Brothers than the City and they have indicated that Stern Brothers is extremely concerned about their ability to market the bonds at these interest rates if we don't get a decision.

Council Member Wang stated if he doesn't get some level of comfort with this issue then he is going to ask for a deferral and still isn't sure why this is on the fast track.

Dan Smith stated his recommendation in his memo that is if the Council thinks that notes are the way to go then there is some variation of the notes that could be explored. Dan Smith stated what he doesn't want to happen is if we come back in thirty days or so we may be looking at three or four more variations and then realize that the City missed an opportunity.

Council Member Wang stated the possible repercussion pass his own shelf life.

Council Member Kistner stated it sounds like deferring on any action tonight could have the effect of deciding for us that the Series A note purchase will be the only thing left for us, not definitely but could have that effect. Council Member Kistner stated so any decision to defer tonight has to be done with the knowledge that we can live with that because that might be the only option available. It maybe what we actively decide that it is what we want to do in which case a deferral and exploring that further is fine. We have to keep that in mind going forward.

Dan Smith stated a couple things to keep in mind are that obviously we buy the note at the principle amount plus the accrued interest. Accrued interest will increase, now there will be some sales tax to apply to that interest so there is a possibility for the price of the note to increase somewhat although that would be offset by the additional sales tax. The other thing is there is a potential we might need someone to help us verify the numbers.

Council Member Kistner stated just to set the stage, it is her understanding that the bond proposal is essentially what we planned to do all along. Our choices now are between something that we had always intended when the TDD was first formed in a general sense and the alternative is simply a new option. We are not suddenly faced with some dilemma that we had not anticipated. Would that be a fair characterization?

Dan Smith stated he won't say that we never anticipated but will say because that was the scenario all along and there was doubt among the TDD Board, staff, financial advisors, etc that whether or not Stern Brothers could even deliver on their proposal. The TDD Board gave them twenty days to go back and see if they could actually deliver it. It wasn't something that we know was not possible but it was also something that the Council had discussed limiting its liability which is why we limited it originally to $55,000. But when the issue came along and it became evident we were going to have to put in the full $55,000 staff began to take a more serious look at the note and then we realized from the City's perspective what a good deal it was and that is how the whole thing came down.

Car Lumley stated just to make sure that point is clear, the Stern Brothers proposal is not what the City contemplated doing. In some respects the trade off will make it better depending on what scenario used but it is not our contractual commitment we made to back stop the sales tax up to $55,000 per year. We could have scenarios where there is significant development in the area and the City would never have to put that money in again. The trade off, being that it would presumably be for a shorter period of time. No one can make us do it, it is a voluntary change on the City's part. The purchase of the A Notes is something in the contract that we contemplated as an option. The Stern proposal is very similar to the contract structure but in some ways significantly different.

Council Member Rhoades stated she submitted for the record an article written by Mr. Caldwell with an opinion about this matter. (Exhibit A)

Council Member Nealey stated from the materials provided to Council, the Finance Committee has met and didn't come up with a specific recommendation and asked staff if they came to the conclusion that they weren't likely to come to a decision by the end of the allotted meeting time or was there true disagreement, etc.

Dan Smith stated he won't speak for the individual members of the Finance Committee and they are welcome to speak for themselves, but the sense overall was one of the things they wanted to see was present value. A significant portion of the problem was this is very difficult to get your hands around and this is the second meeting we have had about this. A number of Council Members have been involved in this since the beginning so they understand somewhat of the background. Staff spent forty minutes just explaining how it was created and the different requirements. Not fair to expect the Finance Committee to get their hands around it in two hours when all of the information was just distributed. Dan Smith stated the sense he got was that it sounds like it is a good deal for the City but they hadn't time to study the numbers.

Council Member D'Alfonso asked City Attorney if there are any legal ramifications that the Council should be concerned about or a possibility of anyone suing Council.

Carl Lumley stated the City Administrator wanted to have an executive session are some point to discuss with Council the options.

Council Member Saunders stated he was at the Finance Committee meeting and his impressions are similar to Mr. Smith's recollections. Council Member Saunders stated the one thing that was clear in a consensus was that the present value calculation was one of the things they wanted to see to help them differentiate between these two alternative proposals. Council Member Saunders wanted to thank Mr. Caldwell also for his analysis on the issue and speaking with him after the meeting. Council Member Saunders stated he would be hesitant in deferring as the Council has enough information in front of them with regard to the bond proposal and should make a decision based on the bond proposal. Council Member Saunders stated he is in agreement with the recommendation of the staff report and shouldn't address issue to this evening on the agenda that we really should take some additional time to consider what the options are but have enough information to make a decision on the bond issue.

David Caldwell resident of 257 Brooktrail Court stated the first thing he would like to say to the Council is not to worry about losing an opportunity because this is a bus stop scenario and another bus will come along when talking about the markets. There is no reason to believe that there won't be a buyer or even a better opportunity later on. Obviously the investment banker wants to get the deal over with and get their commission. Mr. Caldwell stated Dan Smith's numbers are correct when he ran his individual numbers. There is potential for a bigger difference between the note purchase and the bond issuance in what Dan presented and there is a lot of upside of the note purchase we could think about. Mr. Caldwell stated he would like to speak to what Council Member Kistner mentioned about the similarities about the bond proposal and the original expectations and what did the Council approve, numerically, back in 2008 when this was approved. There was anticipation that contributions would be between somewhere in the range of $30,000 – $40,000 per year. It is nearly the same as the Stern Brothers proposal but it is a different way of financing it, issuing bonds or depending upon the cash revenues. Legally there is a big difference in terms of commitment and what can happen on various scenarios but on the expected scenario they are basically laid out the same thing. Mr. Caldwell stated he would normally tell Council to look at things from a business point of view but in this case he would like for the Council to look at this as a City. The residents needed a better, safer intersection and the only way to do that was for the tax payers to pay for it. Whether they pay for it through a TDD sales tax or through the City's revenues is really kind of a moot point at the bottom. The concern here is delivering something to the community at a reasonable price and the City got a bargain. Mr. Caldwell stated he thinks the Stern proposal is basically not worth pursuing. If the City were to purchase the notes and own the notes there could be financing opportunities later on to refinance in some way. Having the notes gives flexibility. Mr. Caldwell stated his recommendation is not to accept Stern Brothers proposal and would wait to approve the note purchase until some additional information can be checked.

Linda Rezny resident of 102 Graeser Acres stated the City is now looking at if they should take a risk and maybe lose some money or take Stern Brothers' proposal and surely lose a lot of money. The developer isn't too happy if the City doesn't accept the Stern proposal and it isn't the City's responsibility to make the developer happy. It is also important to know why the project cost $800,000 more than the projected budget. It is important to know because if these are the kinds of costs that would have been put in the bill if the City had a contractor do the work, then the City would have had to pay for that. If these are things because Pace didn't actually do what they should have done in setting up the price that they were projecting themselves then that is not the City's problem. The question is if Pace can't justify the additional costs then they haven't proven that they need the money.

Dan Smith stated he doesn't know that the $800,000 overrun has anything to do with this proposal because this only has to do with the bonds or the notes which deal with the A Series bonds and the $800,000 are the B Series. It could impact the amount interest they get in the future. In order to get these notes they have to produce justification and these are reviewed by the bond counsel for the TDD to authorize the B Notes to be issued. So there has to be substantiation behind the costs and a reason before the B Notes are issued by the TDD.

Linda Rezny stated then that would be the TDD deciding whether the TDD wanted to be paid and not the City deciding something should be paid for.

Mark Perkins stated there is a fiduciary responsibility by the bond counsel in terms of approving those for payment.

Dan Smith stated the City's contribution of $55,000 per year only applies to the A Notes which are limited to $1,250,000, so any overruns of the City's contribution per year does not apply to those overruns.

Stan Edelstein resident of 12321 Woodline Drive stated he would like to apologize on behalf of the Finance Committee as they spent two hours exposed to a terrific discussion led by Dan Smith and it was the consensus that in two hours we just didn't have the ability to understand the entire situation and recommended that a net present value study be completed for the two alternative financing approaches. Stan Edelstein stated with regard to the $1,268,000 he would like to contrast the 5.55 percent the City would be getting if they purchased the notes to contrast that on what we are earning now on the cash funds of 2 percent overall.

Dan Smith stated this is a little complicated but the 5.55 percent we chose was based on the blended rate of the Stern Brothers proposal. If you look at the analysis we wouldn't get our full amount back. If we lower the projection to 5.3 percent, which is much better than what we are getting currently we would get the full amount back. Our investments are short term because we are limited by our policy for five years we are lucky now if can get 2 percent for five years.

Stan Edelstein stated it might be more meaningful to the Council to compare figures as they would look at maybe at the end of ten years or fifteen years because nothing is going to last forty years. Somewhere along the line there would be refinancing and it might be more meaningful to do that.

Council Member Kistner stated she does appreciate and value the time that the Finance Committee has put into this issue.

Dan Smith stated the thirty year treasury is going for 2.92 percent so the 5.3 percent is considerably above that.

Laura Bryant resident 12738 Hezel Lane read and submitted an e-mail for the record. (Exhibit B)

Gary Fader, Attorney with Hush Blackwell stated it is clear that the developer has no problem with the City pursuing the purchase of notes and there are a couple of points of clarification that the developer would like to make with reference to that. By no means is Pace suggesting the critical nature of the bond purchase or the bond alternative. However, it is important to note that Pace does believe that Stern Brothers is a unique one and those that follow this that is was difficult to get anyone like Stern Brothers to make a proposal. It is the belief that failure to act on this bond proposal does significantly threaten the likelihood that there would be a Stern Brothers proposal moving forward. None of us can predict whether that is true or not but certainly given the difficulty of getting to this point and time and certainly the representation made to the TDD Board that the developer asks if the decision is made not to move forward with the bond issue that is be made this evening. With reference to the note it is the belief of Pace that it is an acceptable route to take and the only issues Pace would have with the City pursuing the option of the notes would result in interest rates at least comparable or no less favorable to that of the bond issue being pursued and it is the impression that it is the intent of the City the rates would be comparable. The other issue relates to the cost of the issuance of $25,000 cost that is associated with the project with the stand point of the developer and it a number that should be taken into account in determining the purchase value of the notes. The documents do suggest that the value of the note is not merely the principle and interest but specifically when it talks about the $1,250,000 as specifically plus issuance costs and accrued interest. If that is the route to go that this issuance costs of $25,000 should be included in the scenario. With that in mind the developer is comfortable with either route the Council would take this evening.

Dan Smith stated initially the City's position was that the note was limited to $1,250,000, however, when Armstrong, Teasdale issued the note it does indicate issuance costs. The $1,268,000 that staff has used for calculations based on the numbers from Pace for December 31, 2011 do include the $25,000. The basic notes $1,250,000 there is some money that they have collected that can go toward reducing the principle amount of the note to $1,241,000 and the issuance costs would be $27,000.

Mel Klearman resident of 739 Bergerac Drive stated he doesn't understand actuarial but what he does understand is that Pace agreed to eat anything over and above $1,250,000 and that is what they are asking. They are going to eat the B notes if there are no revenues coming to it. Mel Klearman stated Pace performed a service for the City, the City changed a dangerous intersection and that is worth some bucks. If Council delays things change and there is an interest rate clock ticking.

Dan Smith stated as he indicated previously there would be additional accrued interest but there would also be additional sales tax proceeds to offset that.

Mel Klearman stated Pace has a big loan from First National and now they want to get paid for what they agreed to, and what they agreed to was to eat any surplus if the revenues did not do it.

Council Member Kistner moved, seconded by Council Member Hoffman to go into Executive Session at 7:10 p.m., pursuant to Section 610.021, to discuss attorney-client communication, 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 Nealey – Aye
Council Member Rhoades - Aye
Council Member D'Alfonso - Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

Council Member Hoffman moved, seconded by Council Members D'Alfonso resume regular session at 7:25 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 Nealey – Aye
Council Member Rhoades - Aye
Council Member D'Alfonso - Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

Council Member Kistner stated she feels comfortable in deciding not to support the bond purchase and it would not be in our best interest and there is a more attractive option for the City.

Council Member Hoffman stated he echoes Council Member Kistner's comments and looking out for the best interest of the City he will be voting against Resolution No. 989.

Council Member Saunders stated he is more than prepared to vote after receiving the information that was presented by the Finance Committee and staff.

Council Member Nealey stated she has a lot of concerns of the risk and assumptions that the City would be making with the note purchase. What it boils down to is what value can the City assign to the City's desire to avoid risk and that is a tough call to make. Council Member Nealey stated in the end there are a couple of things that have pushed her to resist the Stern proposal for now and maybe look more seriously at the note purchase option.

Council Member Rhoades stated she likewise is going to oppose the Resolution for the bonds for all the reasons previously mentioned. Council Member Rhoades stated she feels, as someone who has not supported the TDD structure initially, City infrastructure is something that the City should take responsibility for and the City should fund in its ability. Supports moving forward on alternative measures and the matter before the Council does not specifically address any other outstanding sums due to any parties such as Pace, but it isn't any ones intention that any party is to be treated unfairly in any way.

Council Member D'Alfonso stated she agrees with most of what has been said and thanked staff and the Finance Committee for their hard work on this issue. Council Member D'Alfonso stated she feels that City should be funding its own infrastructure, and on the other hand she is concerned with the amount of risk, but is not concerned in losing the Stern Brother proposal because we could potentially get another one.

Council Member Wang stated he agrees the sentiments of Council Members Kistner and Hoffman.

Mayor Dielmann called for the vote on the approval of Resolution No. 989, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kistner stated she believes that the Council is in agreement that they are not going to take up Resolution No. 990 and does there need to be a motion.

Mark Perkins stated just to be clear there will be interest for accrual in January but staff does not have the final number yet.

NEW BUSINESS

2. Resolution No. 990 - A Resolution Authorizing Purchase Of The Series A Notes Issued By The Olive/Graeser Transportation Development District In The Original Principal Amount Of $1,250,000.00.

Council Member Kistner moved, seconded by Council Member Wang to defer Resolution No. 990 to the next scheduled Council meeting, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kreuter moved, seconded by Council Member Saunders to adjourn at 8:55 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Mark Perkins
City Administrator

Harold Dielmann
Mayor

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

DATE: December 27, 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 December 21, 2011 in the amount of $313,913.92.

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00066	0		199905	02-Dec-11	FROESEL OIL	7992 GAL UNLEADED GAS	01-00-00-1651	22,728.53
00581	0		121911	19-Dec-11	HARTMAN, JEFFREY	LEADERSHIP ADAPT REIMB	01-00-00-2414	47.45
00003	0		121911	19-Dec-11	KONCKI, TIM	LEADERSHIP ADAPT REIMB	01-00-00-2414	54.10
00188	193		120511	05-Dec-11	MUELLER,DANIEL	SEWER LATERAL REPAIR REIMB	02-00-00-1901	5,520.00
00116	0		12052011	05-Dec-11	SAM'S CLUB	(10) CONTAINERS WINDEX WIPES	01-00-00-2410	41.80

Sum of Invoices *28,391.88*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-11-12-6253	195.18
01249	0		120611	06-Dec-11	CUISINE D'ART	CATERING FOR HOLIDAY PARTY	01-11-12-7315	3,575.00
00303	1		10305793	01-Dec-11	MISSOURI LAWYERS MEDIA	PUB NOTICE-ELECTIONS	01-11-13-6260	36.00
00808	0		258	30-Nov-11	PROGRESS 64 WEST	MTG 11/23/11-H DEILMANN	01-11-12-6264	50.00

Sum of Invoices *3,856.18*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		113011	30-Nov-11	ASI	FLEX SPENDING ADMIN-NOV 11	01-12-11-6203	349.70
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-12-11-6253	87.15
00034	0		120111	01-Dec-11	CHRISTENSEN, JAYSEN	REIMB FOR RCGA MTGS	01-12-11-6264	48.64
00034	0		120111.	01-Dec-11	CHRISTENSEN, JAYSEN	MILEAGE REIMB OCT 11	01-12-11-7307	17.76
00418	0		1595	02-Dec-11	CITYTECH USA, INC.	MEMBERSHIP RENEWAL	01-12-11-6262	390.00
00138	1		6747914	30-Nov-11	CSC CREDIT SERVICES	CREDIT SVC	01-12-11-6202	5.61
01262	0		25114	01-Dec-11	SPECIALTY MAILING	NEWSLETTER HANDLING	01-12-11-6203	272.73
00052	0		120311	03-Dec-11	ST LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION	01-12-11-6262	26.80
							Sum of Invoices	*1,198.39*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0		B663558	28-Nov-11	CDW-G	BATTERY PACK & CHARGER	01-12-51-6213	197.90
00278	0		F79871530102	30-Nov-11	GLOBAL GOV'T EDUCATION SOLUTIONS	CAMCORDER CASE & SANDISK	01-12-51-6213	57.00
00278	0		F79871530101	01-Dec-11	GLOBAL GOV'T EDUCATION SOLUTIONS	TRIPOD FOR CAMCORDER	01-12-51-6213	90.00
00278	0		F75623040101	09-Dec-11	GLOBAL GOV'T EDUCATION SOLUTIONS	REPLACEMENT SERVER DRIVES	01-12-51-6213	472.00

Sum of Invoices *816.90*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-13-11-6253	70.28
00016	0		121411	14-Dec-11	COLLECTOR OF REVENUE	SALES TAX REPORT-DEC 11	01-13-11-6202	20.00
00145	0	P001247	45785	30-Nov-11	HOCHSCHILD, BLOOM & COMPANY LLP	AUDIT SERVICES THRU 11/30/11	01-13-11-6209	2,500.00
00140	6		31334	06-Dec-11	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-NOV 11	01-13-11-6202	35.00
01400	1		122811	28-Dec-11	PROFESSIONALS (GAAP)	MEMBERSHIP DUES-T. BROTHERS	01-13-11-6262	65.00
							Sum of Invoices	*2,690.28*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00779	0		93011	30-Sep-11	AMERICAN TRAFFIC SOLUTIONS	CAMERA FEES FOR SEPT 2011	01-13-14-6248	46,480.00	
00779	0		7538	31-Oct-11	AMERICAN TRAFFIC SOLUTIONS	CAMERA FEES FOR OCT 2011	01-13-14-6248	47,460.00	
								Sum of Invoices	*93,940.00*

12/21/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00275	0		RPT 0808	22-Nov-11	AMERENUE	MONTHLY CONNECT REPORT	01-13-15-6203	150.00
00014	1	P001272	0215116 1/12	06-Dec-11	CHARTER COMMUNICATIONS	GARAGE SVC THRU 1/15/12	01-13-15-6255	62.00
00014	1	P001272	0215132 1/12	06-Dec-11	CHARTER COMMUNICATIONS	CH TV SERVICE THRU 1/15/11	01-13-15-6255	76.68
00045	1		590272120001	13-Dec-11	OFFICE DEPOT	DRY ERASE BOARD	01-13-15-7312	30.33
00046	0		988415I	30-Nov-11	OFFICE ESSENTIALS	25 CASES COPY PAPER	01-13-15-7312	782.50
01484	0		254324-0	08-Dec-11	OFFICE SOURCE, INC.	LABELS, HIGHLIGHTERS	01-13-15-7312	68.74
00076	2		29880065	16-Dec-11	PEPSI BEVERAGES COMPANY	SODA EMPLOYEE LOUNGE	01-13-15-7304	308.85
00077	0		8439708	05-Dec-11	QUILL	CALCULATOR	01-13-15-7312	64.79
00116	0		999999.	05-Nov-11	SAM'S CLUB	MEMBERSHIP FEES	01-13-15-6262	140.00
01169	0		111347963	29-Nov-11	STAPLES ADVANTAGE	BATTERIES, SHEET PROTECTORS	01-13-15-7312	90.89
01169	0		111394155	01-Dec-11	STAPLES ADVANTAGE	DIVIDERS, BINDERS	01-13-15-7312	20.13
01169	0		111414018	02-Dec-11	STAPLES ADVANTAGE	TONER-DET OFFICE	01-13-15-7312	174.99
01169	0		111561011	12-Dec-11	STAPLES ADVANTAGE	ENVELOPES/RUBBERBANDS	01-13-15-7312	59.29
01169	0		111517839	08-Dec-11	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	409.25
01169	0		111474407	07-Dec-11	STAPLES ADVANTAGE	TONER-BLDG DEPT	01-13-15-7312	142.89
00447	0		533228	09-Dec-11	THE DANIEL & HENRY CO.	FIDELITY BOND RENEWAL	01-13-15-6225	1,773.00

Sum of Invoices *4,354.33*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4094605	06-Dec-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (120611)	06-14-31-7301	0.80
01550	0		452-4094605	06-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORMS (120611)	06-14-31-7308	3.60
01550	0		452-4121313	13-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORMS (121311)	06-14-31-7308	3.60
01550	0		452-4121313	13-Dec-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (121311)	06-14-31-7301	0.80
00114	11		NOV 11	30-Nov-11	AT&T	CELL PHONES NOV 2011	06-14-31-6253	71.88
00295	1		1445793	12-Dec-11	CARDIAC SCIENCE CORP.	ELECTRODES FOR AED	06-14-31-6271	138.00
00912	0		562071	01-Dec-11	CHEM-AQUA INC.	WATER TREATMENT FOR COMPRESSOR	06-14-31-7301	981.00
00080	0		4521-564-5	11-Dec-11	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00081	1		9696357210	30-Nov-11	GRAINGER	FIRST AID SUPPLIES	06-14-31-6271	173.94
00082	0		0507065	06-Dec-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	187.90
00164	0		021232	05-Dec-11	NEW SYSTEM CARPET & BUILDING CARE	ICE MELT	06-14-31-7304	136.70
00116	0		5050.	07-Dec-11	SAM'S CLUB	TABLECLOTHS FOR SPEC EVENT	06-14-31-7304	43.86
00116	0		6863.	02-Dec-11	SAM'S CLUB	ICE SHOW FOOD	06-14-31-7304	61.51
00711	0		310039519	17-Dec-11	TERMINIX	PEST CONTROL	06-14-31-6212	33.00

Sum of Invoices *1,858.58*

12/21/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00081	1		9694914111	28-Nov-11	GRAINGER	ELECTRICAL CONNECTION FOR RANS	06-14-32-6211	9.73
01415	0		INV0003440	05-Dec-11	GREENSPRO, INC.	LIQUID MICRO NUTRIENTS	06-14-32-7303	405.00
01415	0		INV0003456	08-Dec-11	GREENSPRO, INC.	PHOSPHORUS & POTASSIUM	06-14-32-7303	540.00
00117	0		0069926	01-Dec-11	HOME DEPOT	ELECTRONIC CONTROLLER	06-14-32-6211	17.97
00117	0		0069926	01-Dec-11	HOME DEPOT	SHEET METAL & GORILLA TAPE	06-14-32-6212	11.94
00970	0		1388-393051	12-Dec-11	O'REILLY AUTO PARTS	HYDRAULIC LINE, COUPLER, FLUID	06-14-32-6210	33.16
00970	0		1388-393092	12-Dec-11	O'REILLY AUTO PARTS	HYDRAULIC FITTING & COUPLER	06-14-32-6210	16.47
00970	0		1388-391446	29-Nov-11	O'REILLY AUTO PARTS	FUEL STABILIZER	06-14-32-6210	25.98
00970	0		1388-391487	29-Nov-11	O'REILLY AUTO PARTS	FILTERS FOR VEHICLE MAINTENANC	06-14-32-6210	150.06
00970	0		1388-392384	06-Dec-11	O'REILLY AUTO PARTS	ELECTRICAL SWITCHES FOR TRUCK	06-14-32-6210	22.47
00970	0		1388-391446	29-Nov-11	O'REILLY AUTO PARTS	IGNITION SWITCH	06-14-32-6211	14.99
00116	0		0784	14-Dec-11	SAM'S CLUB	MOTOR OIL	06-14-32-6211	54.96
00116	0		2030	01-Dec-11	SAM'S CLUB	MOTOR & HYDRAULIC OIL EQUIPMEN	06-14-32-6211	218.00
00116	0		0784	14-Dec-11	SAM'S CLUB	OIL ABSORBENT	06-14-32-7301	7.98
00116	0		0784	14-Dec-11	SAM'S CLUB	HAND CLEANER	06-14-32-7301	9.23

Sum of Invoices *1,537.94*

12/21/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00217	1		936839456	07-Dec-11	NIKE USA, INC.	SPECIAL ORDER BALLS/HOOG	06-14-33-8324	16.00
00711	0		310039519	17-Dec-11	TERMINIX	PEST CONTROL	06-14-33-6212	33.00
00462	1		43760966	07-Dec-11	UNITED STATES GOLF ASSOCIATION, INC.	USGA GOLF COURSE MEMBERSHIP	06-14-33-6202	110.00

Sum of Invoices *159.00*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4094605	06-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (120611)	06-14-34-7301	4.00
01550	0		452-4121313	13-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (121311)	06-14-34-7301	2.50
00084	2	P001230	3868344019	13-Dec-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	602.29
00080	0		5161-573-5	09-Dec-11	DIERBERGS	WINE FOR RESALE SPECIAL EVENT	06-14-34-8316	19.98
00116	0		5050.	07-Dec-11	SAM'S CLUB	WINE FOR SPECIAL EVENT	06-14-34-8316	24.76
00116	0		5050.	07-Dec-11	SAM'S CLUB	SODA FOR RESALE	06-14-34-8317	19.18
00116	0	P001226	5050	07-Dec-11	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	126.74
00116	0	P001226	6863	02-Dec-11	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	231.87
00116	0		5050.	07-Dec-11	SAM'S CLUB	CUPS/SUPPLIES	06-14-34-8321	47.16

Sum of Invoices *1,078.48*

12/21/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4094604	06-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 12/6/11	01-16-11-7308	7.20
01550	0		452-4121312	13-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/13/11)	01-16-11-7308	7.20
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-16-11-6253	32.14
01448	0	P001239	673233	01-Dec-11	BUILDINGSTARS	CLEANING SVC DEC '11	01-16-11-6212	1,420.00
01448	0		674162	15-Dec-11	BUILDINGSTARS	CLEANING SVC-P.D.	01-16-11-6212	350.00
00039	0		751775	14-Dec-11	INDUSTRIAL SOAP	TRASH BAGS/TOWELS	01-16-11-6212	294.75
00164	0		021304	08-Dec-11	NEW SYSTEM CARPET & BUILDING CARE	AIR FRESHENERS	01-16-11-6212	433.05
00164	0		020742	30-Nov-11	NEW SYSTEM CARPET & BUILDING CARE	CLEANING SUPPLIES	01-16-11-7301	95.79
00496	0		3120279	03-Dec-11	O J LAUGHLIN PLUMBING COMPANY INC	INSTALL URINAL MENS LOCKER	01-16-11-6212	485.28
00547	0		223058	15-Nov-11	ST LOUIS BACKFLOW SERVICES	BACKFLOW TESTING	01-16-11-6211	65.00
00054	1		01833901	02-Dec-11	WALTER KNOLL FLORIST	ATRIUM FLORAL SVC-JAN 2012	01-16-11-6212	80.00
00108	1		S1894578.001	21-Nov-11	WHOLESALE PLUMBING SUPPLY	PLUMBING SUPPLIES	01-16-11-6212	439.14

Sum of Invoices *3,709.55*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X12	30-Nov-11	AT&T	WIRELESS PHONES FOR ADMIN	01-21-11-6253	180.34
01587	0		121611	16-Dec-11	BARTLETT, CHRISTOPHER	TUITION REIMB	01-21-11-6262	2,643.58
01447	0		18282	09-Dec-11	DIVERSIFIED PRINTING INC	PD RECRUITMENT BROCHURES	01-21-11-7304	244.00
00285	0		12/13/11	13-Dec-11	EIDMAN, GLENN	LEO MEETING FEES	01-21-11-6264	20.00
00285	0		NOVEMBER	29-Nov-11	EIDMAN, GLENN	FBINAA MONTHLY MEETING	01-21-11-6264	36.00
00094	1		144670	07-Dec-11	FIRESTONE	CAR 2412 - 3000 MILE SERVICE	01-21-11-6210	17.99
00680	0		12/13/11	13-Dec-11	FUNKHOUSER, WILLIAM	LEO MEETING FEES	01-21-11-6264	10.00
00002	0		18770	04-Dec-11	HAHN, LISA	PKNG AIRPRT-CALEA ASSESSORS	01-21-11-6202	5.00
00821	0	P001260	3340769.	29-Nov-11	KANSAS STATE BANK	YEARLY LEASE-STANCIL VOICE REC	01-21-11-6266	6,448.20
00125	0		253863	08-Dec-11	LEON UNIFORM	(3_ CIT BARS	01-21-11-7306	43.80
00053	0		868578-001	02-Dec-11	MERCY CORPORATE HEALTH	PRE-EMPLOY SCREEN NEW OFFICER	01-21-11-6271	364.00
00092	4	P001257	33284	05-Dec-11	ST LOUIS COUNTY TREASURER	DEC 11 C.A.R.E. SERVICES CONT	01-21-11-6202	23.91

Sum of Invoices *10,036.82*

12/21/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X12	30-Nov-11	AT&T	WIRELESS PHONES FOR INVEST	01-21-21-6253	187.10
00094	1		144630	06-Dec-11	FIRESTONE	CAR 2426 EMISSIONS TEST	01-21-21-6202	24.00
00094	1		144630	06-Dec-11	FIRESTONE	CAR 2426 3000 MILE SERVICE	01-21-21-6210	17.99
01228	0		1432814-20111130	30-Nov-11	LEXISNEXIS	NOVEMBER USER FEES	01-21-21-6202	180.25
00298	0		0061135-IN	02-Dec-11	SIRCHIE	TEST KITS AND EVID GUN BOXES	01-21-21-7304	111.12

Sum of Invoices *520.46*

12/21/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X12	30-Nov-11	AT&T	WIRELESS PHONES FOR PATROL	01-21-22-6253	301.67
00007	0		379-603003	07-Dec-11	BATTERIES PLUS - 270	(2) BATTERIES FOR SPEED TRLER	01-21-22-6210	192.70
00234	1		358693	09-Dec-11	ED ROEHR SAFETY PRODUCTS	UNIFORM ITEMS FOR PO STOTLER	01-21-22-5107	294.90
00094	1		144869	13-Dec-11	FIRESTONE	CAR 2410 3000 MILE SVC	01-21-22-6210	17.99
00094	1		144645	06-Dec-11	FIRESTONE	CAR 2403 REPLACE MARKER BULB	01-21-22-6210	14.99
00094	1		144926	14-Dec-11	FIRESTONE	CAR 2414 3000 ML SVS + 1 TIRE	01-21-22-6210	120.97

Sum of Invoices *943.22*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-31-11-6253	251.82
01287	0		120911	09-Dec-11	WOHLBERG, MATT	NOV 11 MILEAGE	01-31-11-7307	63.27

Sum of Invoices *315.09*

12/21/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111857369	30-Nov-11	AIRGAS MID AMERICA	GAS RENTAL-SHOP	01-31-41-7307	44.79
01550	0		452-4121310	13-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/13/11)	01-31-41-7308	54.13
01550	0		452-4121310	13-Dec-11	ARAMARK UNIFORM SERVICES	MOPS (12/13/11)	01-31-41-6212	9.60
01550	0		452-40947602	06-Dec-11	ARAMARK UNIFORM SERVICES	MOPS (12/6/11)	01-31-41-6212	9.60
01550	0		452-40947602	06-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/6/11)	01-31-41-7308	37.88
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-31-41-6253	132.86
00013	1		1763-185241	14-Dec-11	CARQUEST	CREEPER FOR SHOP	01-31-41-6210	43.99
00013	1		1763-185008	09-Dec-11	CARQUEST	OIL FILTER PU TRKS & 1 TON	01-31-41-6210	47.34
00013	1		1763-184839	07-Dec-11	CARQUEST	AIR FILTERS FOR #305	01-31-41-6210	57.60
00013	1		1763-185154	13-Dec-11	CARQUEST	WINDOW CLEANER FOR TRUCKS	01-31-41-6210	37.68
00013	1		1763-184942	08-Dec-11	CARQUEST	SPREADER BACKUP LIGHTS	01-31-41-7310	76.28
00099	0		1254950	30-Nov-11	CEEKAY SUPPLY	SHOP GAS RENTAL - NOV 11	01-31-41-7307	60.90
00049	4		142	01-Dec-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP W/O 11/21/11	01-31-41-6207	1,701.00
00049	4		167	15-Dec-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP STREET DEPT	01-31-41-6207	4,752.00
00049	4		154	08-Dec-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP STREET DEPT	01-31-41-6207	5,049.04
00413	1		D-31143	06-Dec-11	FASTSIGNS	ARBOR DAY SIGNS	01-31-41-7311	620.00
00413	1		D-31489	13-Dec-11	FASTSIGNS	LEAF NOTICE SIGNS	01-31-41-7311	140.00
01231	0	P001338	120611	06-Dec-11	FICK SUPPLY SERVICE INC	LEAF HAULING CHG-NOV 11	01-31-41-6202	12,891.50
00349	1		565444-001	21-Jan-11	HTE TECHNOLOGIES	CRIMP FTG-SHOP	01-31-41-6211	8.83
00105	2		0347-000140738	30-Nov-11	JOHNNY ON THE SPOT #347	RENTAL UNITS LEAF SITES	01-31-41-6266	189.99
00789	0		363416	09-Dec-11	K&K SUPPLY	TARPS/ROPING	01-31-41-7310	238.62
00789	0		363879	14-Dec-11	K&K SUPPLY	TARP TO COVER SALT	01-31-41-7310	70.00
01134	0		2222083	06-Dec-11	KIMBALL MIDWEST	NUTS-SHOP	01-31-41-7302	38.55
00156	0		0050003	30-Nov-11	L & C TRUCK REPAIR, INC.	TRUCK #306 REPAIR	01-31-41-6210	404.73
00103	0		447476	08-Dec-11	MIDWESTERN PEST CONTROL	PEST CONTROL-DEC 11	01-31-41-7301	67.50
01095	1		570930	02-Dec-11	NAPA AUTO PARTS	OIL FILL CANS	01-31-41-6210	59.97

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01095	1		570588	01-Dec-11	NAPA AUTO PARTS	GAUGES FOR LEAF VAC	01-31-41-6211	13.69
00608	0		69151	22-Nov-11	NORTHWEST TIRE & AUTO	MODIFICATION TRUCK #205	01-31-41-7310	43.80
00865	0	P001324	229265	01-Dec-11	OUTDOOR SOLUTIONS	GROUNDS MAINT OLIVE/I270	01-31-41-6212	440.00
00092	12		33202	05-Dec-11	ST LOUIS COUNTY	TRAFFIC SIGNAL MAINT	01-31-41-6251	1,103.07
01489	0		KA1180	29-Nov-11	SUPERCO SPECIALTY PRODUCTS	DIELETRIC GREASE	01-31-41-7310	180.90
00241	0	P001340	30860	07-Nov-11	TREELAND NURSERY	7 ROW REPLACEMENT TREES	01-31-41-6212	1,497.00
00241	0	P001325	30862	11-Nov-11	TREELAND NURSERY	10 STREET TREES 50/50 COST SHARE	01-31-41-6212	1,950.00
00241	0		30862.	11-Nov-11	TREELAND NURSERY	TREES FOR STREETS	01-31-41-6212	182.00
00178	0		200069	02-Dec-11	WARNER COMMUNICATIONS CORP.	NEW RADIO-FRONT END LOADER	01-31-41-6211	650.60
00178	0		200099	07-Dec-11	WARNER COMMUNICATIONS CORP.	NEW RADIO-RUBBER TIRE LOADER	01-31-41-6211	325.70
00311	0		1524513	05-Dec-11	WEBER CHEVROLET	EXHAUST GASKET TRUCK #304	01-31-41-6210	44.42
00810	0	P001341	IV13339	05-Feb-11	WINTER EQUIPMENT COMPANY, INC.	CARBIDE PLOW BLADES, CURB GUARD	01-31-41-7310	2,279.69

Sum of Invoices *35,555.25*

12/21/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001333	0346-014044448.	30-Nov-11	ALLIED WASTE	TRASH SERVICE FOR NOV 11	01-31-42-6214	78,613.20
00105	1	P001332	0346-014044448	30-Nov-11	ALLIED WASTE	RECYCLING SVC-NOV 11	01-31-42-6217	22,740.60
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-31-42-6253	32.18
00092	6		6575	30-Nov-11	ST LOUIS COUNTY	PEST CONTROL SVCS CITYWIDE	01-31-42-6216	3,143.50

Sum of Invoices *104,529.48*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4121310	13-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/13)	01-31-43-7308	54.12
01550	0		452-40947602	06-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/06)	01-31-43-7308	37.87
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-31-43-6253	39.18
00559	0		111100817	23-Nov-11	BARCO PRODUCTS CO.	PET LITTER BAGS-PARKS	01-31-43-6212	542.02
00455	1		109772	30-Nov-11	CHECKER BAG COMPANY	DOG PARK BAGS	01-31-43-6212	319.00
00155	0		3761/3760	13-Nov-11	KURTZ NURSERY & TOP SOIL CO.	TOPSOIL BEIRNE PARK	01-31-43-7301	744.00
00103	0		447476	08-Dec-11	MIDWESTERN PEST CONTROL	PEST CONTROL-DEC 11	01-31-43-7301	67.50
01275	0	P001309	98085	01-Nov-11	SCOTT'S POWER EQUIPMENT	TLG31651BCG GIANT VAC TRUCK	01-31-43-9503	2,199.00
01275	0	P001309	98085	01-Nov-11	SCOTT'S POWER EQUIPMENT	GV5LV GRAVITY DUMP 5 CU YR TR	01-31-43-9503	2,335.95
01352	0		1446104	20-Oct-11	ST LOUIS COMPOSTING, INC.	HONEYSUCKLE COMPOSTING CH	01-31-43-6212	50.00
01352	0		1450603	18-Nov-11	ST LOUIS COMPOSTING, INC.	MULCH-BOY SCOUT PROJECT	01-31-43-6212	630.00

Sum of Invoices *7,018.64*

12/21/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988-NOV 11	30-Nov-11	AT&T	CELL PHONE USAGE - NOV 2011	01-32-11-6253	168.31

Sum of Invoices *168.31*

12/21/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009	0		120511	05-Dec-11	BOLLS, SCOTT	MILEAGE REIMB NOV 11	01-32-61-7307	400.71
00009	0		110311	03-Nov-11	BOLLS, SCOTT	MILEAGE REIMB OCT 11	01-32-61-7307	629.92
00058	0		120111	01-Dec-11	BURKE, PATRICK	MILEAGE REIMB NOV 11	01-32-61-7307	163.17
00055	0		120211	02-Dec-11	HOLMES, BRAD	MILEAGE REIMB NOV 11	01-32-61-7307	64.38
00032	0		120211	02-Dec-11	UNSER, STEVE	MILEAGE REIMB NOV 11	01-32-61-7307	68.82
00057	0		120111	01-Dec-11	WOODS, DENNIS	MILEAGE REIMB NOV 11	01-32-61-7307	245.87

Sum of Invoices *1,572.87*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

12/21/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00606	0	P001296	41110	02-Dec-11	HORNER & SHIFRIN INC	STORM WATER MASTER PLAN	02-61-71-9509-12521	8,867.74	
00880	0	P001334	111113	30-Nov-11	INTUITION & LOGIC	PROJECT MANUAL AND FINAL DESIG	02-61-71-9510-12604	794.53	
							Sum of Invoices		*9,662.27*

GRAND TOTAL OF ALL INVOICES ***313,913.92***

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

DATE: January 5, 2012

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 January 5, 2012 in the amount of $291,280.70.

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00643	0		01-00-00-2410	29-Dec-11	ASSOCIATED BAG CO.	POLYTUBING FOR PRIS POSSESSION	01-00-00-2410	180.45
01072	0		668737	15-Dec-11	C.R. FRANK POPCORN AND SUPPLY CO.	HOLIDAYS ON ICE	06-00-00-4528	31.85
00234	1		354673	26-Sep-11	ED ROEHR SAFETY PRODUCTS	BACK TARGETS & CARTRIDGES	01-00-00-2411	708.10
00234	1		355352	06-Oct-11	ED ROEHR SAFETY PRODUCTS	FRONT TARGET PRACTICE PAPER	01-00-00-2411	25.90
00189	1		123	27-Dec-11	MIRIKITANI & ASSOCIATES	COACHING,REPORT & ANALYSIS SVC	01-00-00-2411	280.00

Sum of Invoices *1,226.30*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00034	0		122911	29-Dec-11	CHRISTENSEN, JAYSEN	MILEAGE FOR DEC 2011	01-12-11-7307	15.54	
01305	0		SVS200-111711	26-Dec-11	MISSOURI-LTAP	SUPERVISORY COMM SKILLS TRNG	01-12-11-6261	500.00	
							Sum of Invoices		*515.54*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	12		5704890 11/11	01-Dec-11	AT&T	TELECONFERENCE SVCS-NOV 2011	01-12-51-6213	40.60	
00073	0		C497688	16-Dec-11	CDW-G	REPLACEMENTS	01-12-51-6213	229.11	
00050	0		INV0020073	15-Dec-11	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24	
01048	1	P001327	2667599646	30-Dec-11	VERIZON WIRELESS	3 SAMSUNG GALAXY TAB 10.1 16G	01-12-51-7331	1,587.00	
01048	1		2667599646.	30-Dec-11	VERIZON WIRELESS	TABLETS FOR BLDG DEPT	01-12-51-7331	305.37	
							Sum of Invoices		*2,183.32*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00045	1		589451949001	07-Dec-11	OFFICE DEPOT	STORAGE SUPPLIES	01-13-14-7304	38.99	
00045	1		588531281001	30-Nov-11	OFFICE DEPOT	STORAGE SUPPLIES	01-13-14-7304	38.99	
00045	1		588531503001	30-Nov-11	OFFICE DEPOT	STORAGE SUPPLIES/CALENDAR	01-13-14-7304	54.48	
00050	0		INV0020072	15-Dec-11	REJIS	COMPUTER & USAGE FEES 12/11	01-13-14-6202	2,252.06	
							Sum of Invoices		*2,384.52*

1/5/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00154	0		219738235	18-Dec-11	KONICA MINOLTA BUSINESS SOLUTIONS	MONTHLY SVC	01-13-15-6213	357.54
00045	1		590605610001	15-Dec-11	OFFICE DEPOT	TONER FOR MUNI CRT	01-13-15-7312	133.90
00046	0		9978401	21-Dec-11	OFFICE ESSENTIALS	CALCULATOR/PENS	01-13-15-7312	29.75
01169	0		111597374	14-Dec-11	STAPLES ADVANTAGE	TONER FOR PD	01-13-15-7312	118.35
01169	0		111620291	16-Dec-11	STAPLES ADVANTAGE	HANGING POST BINDERS	01-13-15-7312	38.61

Sum of Invoices *678.15*

1/5/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4147732	20-Dec-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (122011)	06-14-31-7301	0.80
01550	0		452-4173795	27-Dec-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (122711)	06-14-31-7301	0.80
01550	0		452-4147732	20-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORMS (122011)	06-14-31-7308	3.60
01550	0		452-4173795	27-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORMS (122711)	06-14-31-7308	3.60
00080	0		7614-145-5	24-Dec-11	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080	0		5842-140-5	17-Dec-11	DIERBERGS	BIRTHDAY PARTIES	06-14-31-7304	61.95
00082	0		0509007	20-Dec-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	261.06

Sum of Invoices *353.80*

1/5/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00175	0		822395	08-Dec-11	MTI DISTRIBUTING, INC.	REAR HUB STUB BEARING AND SEAL	06-14-32-6210	305.68
00970	0		1388-393487	15-Dec-11	O'REILLY AUTO PARTS	TRANSMISSION FLUID TORO WORKMA	06-14-32-6210	29.98
00970	0		1388-393394	14-Dec-11	O'REILLY AUTO PARTS	FILTERS FOR EQUIPMENT MAINT	06-14-32-6211	69.97
00970	0		1388-393399	14-Dec-11	O'REILLY AUTO PARTS	FILTER FOR JACOBSEN 3400 MOWER	06-14-32-6211	61.60
00970	0		1388-393391	14-Dec-11	O'REILLY AUTO PARTS	FILTERS FOR EQUIPMENT MAINTENA	06-14-32-6211	189.11
00970	0		1388-394148	21-Dec-11	O'REILLY AUTO PARTS	FILTERS FOR TORO & KABOTA MOW	06-14-32-6211	22.84
00116	0		4649	21-Dec-11	SAM'S CLUB	MOTOR OIL FOR EQUIPMENT	06-14-32-6211	82.44

Sum of Invoices *761.62*

1/5/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4147732	20-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (122011)	06-14-34-7301	3.25
01550	0		452-4173795	27-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (122711)	06-14-34-7301	2.50
01072	0		668737	15-Dec-11	C.R. FRANK POPCORN AND SUPPLY CO.	SNACKS	06-14-34-8319	86.40
01072	0		700680	12-Dec-11	C.R. FRANK POPCORN AND SUPPLY CO.	SNACKS	06-14-34-8319	18.95
01491	0	P001281	55013297	15-Dec-11	FARMER BROS. COFFEE	COFFEE, TEA, SOFT DRINKS FOR	06-14-34-8317	36.14
01304	0	P001229	0436573	14-Dec-11	LANDSHIRE, INC.	FOOD FOR RESALE (8315) 12/14/1	06-14-34-8315	38.51

Sum of Invoices *185.75*

1/5/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4173794	27-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORMS CH MAINTENANCE	01-16-11-7308	7.20
01550	0		452-4147731	20-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM CH MAINT (12/20)	01-16-11-7308	7.20
01448	0	P001349	674209	19-Dec-11	BUILDINGSTARS	CLEANING SVC PD EFFECTIVE 12/1	01-16-11-6212	613.64
00128	1		S3045947.001	09-Dec-11	FROST ELECTRIC	ATRIUM LIGHTS CH	01-16-11-6212	128.10
00081	1		9714469468	21-Dec-11	GRAINGER	REPAIR KIT PD RESTROOM	01-16-11-6212	72.40
00164	0		021822	28-Dec-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	CH TISSUE/LINERS RESTRMS	01-16-11-6212	622.75
00164	0		021304A	28-Dec-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	AIR FRESHENERS CH	01-16-11-6212	81.96

Sum of Invoices *1,533.25*

1/5/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00285	0		122211	22-Dec-11	EIDMAN, GLENN	FBINAA MONTHLY MEETING FEES	01-21-11-6264	18.00
00680	0		12/22/11	22-Dec-11	FUNKHOUSER, WILLIAM	FBINAA MONTHLY MEETING FEES	01-21-11-6264	18.00
00146	0		12/22/11	22-Dec-11	HODAK, GEORGE	FBINAA MONTHLY MEETING FEES	01-21-11-6264	18.00
00053	0		871959-001	21-Dec-11	MERCY CORPORATE HEALTH	1ST HEP B VACCINE	01-21-11-6271	68.00
00053	0		871960-001	21-Dec-11	MERCY CORPORATE HEALTH	SPIROMETRY EXAM	01-21-11-6271	60.00
00306	0		DECEMBER2011	29-Dec-11	MISSOURI PEACE OFFICERS ASSOCIATION, INC.	MEMBERSHIP FEES & SUBSCRIPTION	01-21-11-6262	15.00
01091	0		010112	01-Jan-12	MOLEAC	2012 MEMBERSHIP DUES-SGT 154	01-21-11-6262	25.00
00050	0	P001255	INV0020073-1	15-Dec-11	REJIS	REJIS USER CHGS-DEC 2011	01-21-11-6202	4,030.39
00050	0	P001253	INV0020073-3	15-Dec-11	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	0		INV0020073	15-Dec-11	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0020073	15-Dec-11	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001254	INV0020073-2	15-Dec-11	REJIS	CAD FEES - DEC 2011	01-21-11-6213	1,102.50
00050	0		INV0020074	16-Dec-11	REJIS	(1) FRID BADGE	01-21-11-6213	7.50
00116	0		4662	21-Dec-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	59.10
01048	0		2674144651	18-Dec-11	VERIZON WIRELESS	MONTHLY AIR CARD CHARGES	01-21-11-6253	43.03

Sum of Invoices 6,390.52

1/5/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094	1		145323	27-Dec-11	FIRESTONE	CAR 2418 EMISSIONS INSPECTION	01-21-21-6202	24.00
00094	1		145323	27-Dec-11	FIRESTONE	CAR 2418 INSTALL 4 TIRES	01-21-21-6210	75.95
00050	0		INV0020073	15-Dec-11	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00050	0		INV0020074	16-Dec-11	REJIS	(2) LOG TAPE SEARCHES	01-21-21-6203	50.00
00298	0		0063491-IN	22-Dec-11	SIRCHIE	LIFTING TAPE/BACKING SHEET PAD	01-21-21-7304	92.53
01595	0		73150	14-Dec-11	TRITECH FORENSICS	SWIFT LIFT/LATNT PWDR/SIFT JAR	01-21-21-7304	61.41

Sum of Invoices *314.39*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007	0		379-600164-01	28-Dec-11	BATTERIES PLUS - 270	(1) FLASHLIGHT BATTERY	01-21-22-7302	36.64
00094	1		145157	21-Dec-11	FIRESTONE	CAR 2404 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		145323	27-Dec-11	FIRESTONE	2 FIRESTONE TIRES	01-21-22-6210	181.98
00125	0	P001343	256850-01	29-Dec-11	LEON UNIFORM	UNIFORM ITEMS FOR OFFICER	01-21-22-5107	250.80
00125	0	P001343	256850	12-Dec-11	LEON UNIFORM	UNIFORM ITEMS FOR OFFICER	01-21-22-5107	431.10
00125	0	P001294	249384-03	21-Dec-11	LEON UNIFORM	UNIFORM ITEMS FOR OFFICER	01-21-22-5107	31.35
00050	0		INV0020073	15-Dec-11	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
01584	0		1204248	29-Dec-11	RESPONDER PUBLIC SAFETY EQUIPMENT	(2) LED LIGHTS FOR CAR 2424	01-21-22-9503	198.00
00311	0		531901	22-Dec-11	WEBER CHEVROLET	CAR 2411 NEW BATTERY	01-21-22-6210	139.75
01590	0		5234718	16-Dec-11	WORLDPOINT ECC, INC.	AED/CPR TRAINING SUPPLIES	01-21-22-6271	351.45

Sum of Invoices *2,353.06*

1/5/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00423	1		638715 2012	08-Nov-11	AMERICAN PUBLIC WORKS ASSOCIATION	APWA MEMBERSHIP-KARL BERGER	01-31-11-6262	149.00
00126	0		INV0181184	21-Dec-11	ROTOLITE	COPIER SUPPLIES	01-31-11-7304	151.02
01048	1		2672133351	13-Dec-11	VERIZON WIRELESS	AIR CARD CHARGES	01-31-11-6253	43.01

Sum of Invoices *343.03*

1/5/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4173792	27-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS	01-31-41-6212	9.60
01550	0		452-4147729	20-Dec-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS	01-31-41-6212	9.60
01550	0		452-4173792	27-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/27/11)	01-31-41-7308	37.88
01550	0		452-4147729	20-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/20/11)	01-31-41-7308	37.88
00010	0		898560	22-Dec-11	BRANNEKY HARDWARE	DRILL BITS FOR SNOW PLOW	01-31-41-7302	45.98
00010	0		898581	22-Dec-11	BRANNEKY HARDWARE	CREDIT INV #898560	01-31-41-7302	(22.99)
00013	1		1763-185382	16-Dec-11	CARQUEST	FLOOR MATS TRUCK #107	01-31-41-6210	24.24
00013	1		1763-185674	22-Dec-11	CARQUEST	OIL FILTERS 2 TON TRUCKS	01-31-41-6210	54.20
00235	0	P001303	ACL109-1112-35	19-Dec-11	CITY OF CHESTERFIELD	FY12 SALT PURCHASE THROUGHT CO	01-31-41-7310	18,203.72
01466	0		140035757	19-Dec-11	CROSS MIDWEST TIRE	TIRES FOR TRUCK #107	01-31-41-6210	261.00
00049	4		181	22-Dec-11	EMPLOYEE SOLUTIONS GROUP	TEMP HELP-LEAF VAC STREETS	01-31-41-6207	2,295.00
00128	1		S3045053.001	08-Dec-11	FROST ELECTRIC	LIGHT BULBS/OLIVE & 270	01-31-41-6212	290.57
00349	1		567429-001	16-Dec-11	HTE TECHNOLOGIES	HYDRAULIC CONNECTORS	01-31-41-6211	181.05
01598	0		891	20-Dec-11	IRONHAWK INDUSTRIAL DISTRIBUTION LLC	SNOW PLOW BLADES	01-31-41-7310	900.40
00789	0		364472	21-Dec-11	K&K SUPPLY	JACKETS/OVERALLS CITY CREW	01-31-41-7308	366.31
00156	0		0050527	22-Dec-11	L & C TRUCK REPAIR, INC.	EXHAUST CLAMP/FLEX PIPE	01-31-41-6210	21.66
00794	1	P001297	0209637-IN	16-Dec-11	LANGE STEGMAN	HAULING & DELIVERY OF SALT FOR	01-31-41-7310	3,289.62
00794	1	P001297	0209660-IN	16-Dec-11	LANGE STEGMAN	HAULING & DELIVERY OF SALT FOR	01-31-41-7310	2,398.10
00165	1		TI-0243527	20-Dec-11	NEWMAN TRAFFIC SIGNS	BREAKAWAY SIGN POSTS	01-31-41-7311	60.04
00809	0		115985	08-Dec-11	RED BUD SUPPLY, INC.	GLOVES/VESTS STREET CREWS	01-31-41-7308	572.25
00896	0		60892	21-Dec-11	SHAPIRO SALVAGE & SUPPLY CO.	STEEL TO REPAIR #315 SPREADER	01-31-41-6211	163.20
00270	1		95188-00	13-Dec-11	TERMINAL SUPPLY CO.	STOCK-LAMPS/FUSES	01-31-41-6212	23.62
01361	0		586	24-Dec-11	VOTRUBA EXCAVATING	CAMERA @ 345 MOSLEY RD	01-31-41-6212	150.00
00842	0	P001321	35566	20-Dec-11	WOODY'S MUNICIPAL SUPPLY COMPANY	3 FELS CONTROLLERS, PRE-WET SY	01-31-41-9503	2,309.00

Sum of Invoices *31,681.93*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00105	0	P001333	0346-014094839.	15-Dec-11	ALLIED WASTE	RESIDENTIAL TRASH SVC-DEC 2011	01-31-42-6214	78,613.20	
00105	0	P001332	0346-014094839	15-Dec-11	ALLIED WASTE	RECYCLING SERVICE FOR RESIDENT	01-31-42-6217	22,740.60	
							Sum of Invoices		*101,353.80*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4173792	27-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/27/11)	01-31-43-7308	37.87
01550	0		452-4147729	20-Dec-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (12/20/11)	01-31-43-7308	37.87
01352	0		36414	20-Oct-11	ST LOUIS COMPOSTING, INC.	LEAF COMPOSTING	01-31-43-7303	50.00
01352	0		149120	18-Nov-11	ST LOUIS COMPOSTING, INC.	NATURAL MULCH FOR PARKS	01-31-43-7303	630.00
01361	0		585	24-Dec-11	VOTRUBA EXCAVATING	CABLE/CAMERA SEWER LINE	01-31-43-6212	380.00

Sum of Invoices *1,135.74*

1/5/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00126	0		INV0181184	21-Dec-11	ROTOLITE	COPIER SUPPLIES	01-32-11-7304	151.01
01395	0		10-0116A	08-Dec-11	SURVEYING SOLUTIONS LLC	TOPOGAPHIC SURVEY	01-32-11-6203	365.00

Sum of Invoices *516.01*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/5/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00044	1		265992316-120	09-Dec-11	NEXTEL	INSPECTORS CELL PHONES	01-32-61-6253	310.47
00152	2		2869091	07-Dec-11	INTERNATIONAL CODE COUNCIL	2012 ICC ANNUAL DUES	01-32-61-6262	125.00
01169	0		111577824	14-Dec-11	STAPLES ADVANTAGE	FILE FOLDERS-BLDG DEPT	01-32-61-7304	260.46
01169	0		111561037	13-Dec-11	STAPLES ADVANTAGE	FILE FOLDERS-BLDG DEPT	01-32-61-7304	86.82
00126	0		INV0181184	21-Dec-11	ROTOLITE	COPIER SUPPLIES	01-32-61-7304	151.02

Sum of Invoices *933.77*

1/5/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01582	1	P001347	11463	15-Dec-11	CHILDREN'S SPECIALTIES, INC.	2 EA ADA PICNIC TABLES FOR CON	02-61-71-9506-12301	1,880.00
01582	1	P001347	11463	15-Dec-11	CHILDREN'S SPECIALTIES, INC.	2 EA PICNIC TABLES FOR CONWAY	02-61-71-9506-12301	1,880.00
01582	1	P001347	11463	15-Dec-11	CHILDREN'S SPECIALTIES, INC.	3 EA TRASH RECEPTACLES WITH LI	02-61-71-9506-12301	730.00
01582	1	P001347	11463	15-Dec-11	CHILDREN'S SPECIALTIES, INC.	SHIPPING	02-61-71-9506-12301	552.00
01333	0	P001237	5,6,7	31-Oct-11	M & H CONCRETE	FY12 CONCRETE REPLACEMENT PROJ	02-61-71-9510-12602	83,623.14
01537	0	P001285	4055	21-Dec-11	ROSCH COMPANY, LLC	RETAINING WALL 2 FOR CONWAY PA	02-61-71-9506-12301	7,151.92
01537	0	P001285	4055	21-Dec-11	ROSCH COMPANY, LLC	RETAINING WALL 1 FOR CONWAY PA	02-61-71-9506-12301	29,054.68
01537	0	P001285	4055	21-Dec-11	ROSCH COMPANY, LLC	RETAINING WALL 3 FOR CONWAY PA	02-61-71-9506-12301	126.50
01537	0	P001285	4055	21-Dec-11	ROSCH COMPANY, LLC	RETAINING WALL 4 FOR CONWAY PA	02-61-71-9506-12301	3,575.96
01537	0	P001285	4055	21-Dec-11	ROSCH COMPANY, LLC	CHANGE ORDER #1 INCREASE OF	02-61-71-9506-12301	3,205.00
00269	0	P001289	T269882	16-Dec-11	TERRACON	PAVEMENT SAMPLING SERVICES	02-61-71-9510-12601	4,507.00

Sum of Invoices *136,286.20*

GRAND TOTAL OF ALL INVOICES ***291,130.70***

BILL NO. ___5355_____ **ORDINANCE NO. _______**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING CHAPTER 205 OF THE MUNICIPAL CODE PERTAINING TO ANIMALS AND FOWL TO ALLOW CHICKEN HENS TO BE KEPT WITHIN CITY LIMITS.

WHEREAS, the City has determined that there is interest and support among residents to allow chicken hens to be kept within city limits, including for the purpose of producing home-grown eggs for non-commercial use; and

WHEREAS, there are believed to be health and environmental benefits associated with raising chicken hens and eating home-grown eggs; and

WHEREAS, several neighboring cities currently allow chicken hens to be kept within their city limits and have not experienced significant problems, and

WHEREAS, the City allowed residents to keep chicken hens prior to a comprehensive revision to the Municipal Code in October 2009; and

WHEREAS, no significant problems or complaints associated with keeping chicken hens prior to the 2009 Municipal Code revision have been identified.

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

SECTION 1. Section 205.010 of the Municipal Code pertaining to the definition of "FOWL" is hereby amended to read as follows:

FOWL: Chicken roosters, ducks, geese, peacocks and pigeons.

SECTION 2. Chapter 205: Animals and Fowl, is hereby amended by adding a new section pertaining to restrictions on chicken hens to read as follows:

RESTRICTIONS ON CHICKEN HENS

A. Up to eight (8) chicken hens may be kept for private, non-commercial, and non-breeding use on parcels zoned "HE" (higher education) or "A, B, C, or D" (single family residential) that are at least 7,500 square feet in total land area and have at least 5,500 square feet of unimproved land area. An additional hen is allowed for each 2,500 additional square feet above the minimum lot size for eligible parcels to a maximum number of twelve (12) hens. Roosters are prohibited.

B. Chicken hens must be securely constrained and enclosed in a suitable shelter, chicken coop, aviary, or other outbuilding or enclosure surrounded by wire netting or other fence to prevent their escape therefrom and such structure must be kept in good repair and free of peeling paint, untreated or rotted wood and rust. Such wire netting or fence shall not exceed six (6) feet in height. Shelters, coops, aviaries, or other outbuildings shall not exceed 12 feet in height or 100 feet in gross floor area, shall be located at least ten (10) feet from the principal building, and shall only be located in the rear yard. The rear-yard setback must at least five (5) feet from the rear lot line and the same side yard as is required for the principal structure located on the zoning lot shall be maintained. Areas containing any shelter, chicken coop, aviary or other outbuilding, and any appurtenances thereto must either be of level grade or graded in a direction away from the property line preventing run off to adjacent property.

C. Chicken hens shall be kept and maintained in a clean and wholesome manner as follows:

1. Any manure or other waste from the chicken hens shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent the spreading of offensive smells or diseases.
2. The owner of the premises and the tenant and custodian must promptly comply with orders of the City and/or the St. Louis County Department of Health in respect to any unsanitary condition found to exist.
3. The presence of numerous flies or the presence of fly larvae in the vicinity of any such premises, enclosures or structures shall be evidence of a lack of sanitary maintenance of the premises, and shall constitute a public nuisance.
4. Any obnoxious odor or allergen arising from any condition existing within the enclosure or within any structure used or intended to be used for the housing of chicken hens shall be evidence of a lack of sanitary maintenance of the premises, and shall constitute a public nuisance.
5. Deceased chicken hens must be disposed of either through burial or incineration in accordance with federal, state, and county regulations.
6. All enclosures, refuse containers, and all feed containers intended for the use of chicken hens shall be constructed, maintained and kept in such a manner as to be completely rodent proof. The floors of every such enclosure shall be smooth and tight, and maintained so as to prevent accumulation of filth or water or harboring of vermin there under.

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

Passed this _____ day of __________, 2012.

____
Tara Nealey, President
City Council

Approved this _____ day of __________, 2012.

____
Harold L. Dielmann, Mayor

Attest:

____
Deborah Ryan
City Clerk

INTEROFFICE MEMORANDUM

Date: December 12, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Domestic Chickens

The issue of whether or not chickens should be allowed in Creve Coeur has been discussed in recent city council meetings. The attached November 14 staff memo summarizes the research and input that has been collected and considered to date.

Additionally, at the request of Councilmember Saunders, information about how many chicken permits have been issued in neighboring cities and how long these cities have permitted chickens has been added to the table below:

City	Chickens allowed?	Permit required?	How many allowed per property?	Property requirements	How long have chickens been permitted?	How many permits citywide?
Clayton	Yes	No	NA	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.	Since 2003	NA
Crestwood	Yes	Yes - $10 annual fee	Up to 3	Single family lots only. If coop is large enough to require building permit, 5 foot rear yard setback and 6 to 12 foot side yard setback depending on lot size is required	Since about 2006.	7
Kirkwood	Yes	No	NA	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.	"Many, many years"	NA
Maplewood	Yes	Yes	Up to 6	Single family lots only; rear yard only; at least 5 feet from property lines	Since July 2009	26
Richmond Heights	Proposed	Yes - $25 fee	Up to 5	Single family lots only. Typical accessory structure setbacks.	Bill currently under consideration.	NA
University City	Yes	Yes - $50 fee	Up to 7	Single family lots only. Typical accessory structure setbacks.	Since 2009	5 **
Webster Groves	Yes	Yes	Up to 12 *	Single family lots only. May not be nearer than 50 feet to any neighboring dwelling.	Since 1940	26

* Up to 8 for lots of at least 7,500 square feet with one additional chicken allowed for each additional 2,500 square feet up to a maximum of 12

** Ordinance only allows maximum of 5 permits citywide

Summary of Bill
The attached bill proposes to allow chicken hens to be kept within city limits under the following conditions:

- Chicken hens would be allowed. Roosters would be prohibited.
- Chickens must be securely restrained and enclosed in a suitable coop or other enclosure kept in good repair and not to exceed 12 feet in height or 100 feet in gross floor area.
- Coops or other enclosures shall be located at least ten (10) feet from the principal building on the lot, shall only be located in the rear yard, shall set back at least five (5) feet from the rear lot line and shall maintain the same side yard as is required for the principal structure.
- Chicken hens are limited to parcels zoned “HE” (higher education) or “A, B, C, or D” (single family residential).
- Hens for lots less than 7,500 square feet or with less than 5,500 square feet of unimproved land area are prohibited. Eight (8) hens are allowed for lots 7,500 square feet or greater. An additional hen is allowed for each 2,500 additional lot square footage to a maximum number of twelve (12) hens.
- Chickens would be required to be kept and maintained in a clean and wholesome manner to prevent the spread of obnoxious odors or disease.

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

Attachments
- Staff Memo dated November 14, 2011
- Bill to allow chickens to be kept within city limits

INTEROFFICE MEMORANDUM

Date: November 14, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Domestic Chickens

At its August 8, 2011 meeting, the City Council discussed whether or not residents should be allowed to keep chickens. It was requested that research be done including gathering input from residents on the issue. Staff has conducted a survey of residents on the City's website and has further researched what is being done in other cities.

Resident Survey
A survey was conducted on the City's website from late August to early October to solicit feedback from residents on whether or not domestic chickens should be allowed within City limits. Following is a summary of the 122 resident responses that were received:

"How supportive are you of the City allowing chickens (hens only, not roosters) in residential areas in Creve Coeur?"

	No. of responses	Percentage
Very Opposed	37	30%
Opposed	9	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	60	49%
Total	122	100%

Reasons indicated for being opposed:
- Odors
- Disease
- Noise
- May attract predators
- Not in harmony with Creve Coeur's character

Reasons indicated for being supportive:
- Healthier eggs
- Better tasting eggs
- Good for environment
- Enjoyable family activity

All 122 responses and comments are provided in the attached spreadsheet.

Neighboring Cities

Neighboring cities that currently allow chickens include Clayton, Crestwood, Kirkwood, Maplewood, University City, and Webster Groves. The staff who were conacted in these cities could not recall any significant problems or complaints related to allowing residents to keep chickens in their cities.

The City of Richmond Heights is currently considering whether or not to allow its residents to keep chickens. The following table compares how chickens are regulated in these cities:

City	Allowed?	Permit Required?	Limit to Number of chickens	Property requirements
Clayton	Yes	No	Not addressed in code	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.
Crestwood	Yes	Yes	Up to 3	Single family lots only. If coop is large enough to require building permit, 5 foot rear yard setback and 6 to 12 foot side yard setback depending on lot size is required
Kirkwood	Yes	No	Not addressed in code	Single family lots only. 5 foot setback on rear and side yards if coop is large enough to require building permit.
Maplewood	Yes	Yes	Up to 6	Single family lots only; rear yard only; at least 5 feet from property lines
Richmond Heights	Proposed	Yes - $25 fee	Up to 5	Single family lots only. Typical accessory structure setbacks.
University City	Yes	Yes - $50 fee	Up to 7	Single family lots only. Typical accessory structure setbacks.
Webster Groves	Yes	Yes	Up to 8 for lots of at least 7,500 square feet with one additional chicken allowed for each additional 2,500 square feet up to a maximum of 12	Single family lots only. May not be nearer than 50 feet to any neighboring dwelling.

Code Changes to Consider

Prior to October 2009, the Creve Coeur Municipal Code did not prohibit backyard chickens; however, chickens and other fowl were added to the list of prohibited animals as part of the general revision to the Code in 2009. Section 205.020 of the new Code expressly states that it is unlawful to own, harbor, shelter, or possess chickens within the City limits.

SECTION 205.020: RESTRICTIONS ON GOATS, HOGS, SHEEP, HORSES, MULES AND CATTLE
A. It shall be unlawful to own, harbor, shelter, keep, control, manage or possess *any fowl* [SECTION 205.010 defines Fowl as "chickens, ducks, geese, peacocks, and pigeons"], goat(s), hog(s) of any description, sheep, cattle or mules within the City limits.

It does not appear that adding chickens to the list of prohibited animals was the result of any problem or complaint that the City had experienced, and the City's code enforcement division and Police Department do not recall any significant issues related to chickens. Likewise, City staff has contacted neighboring cities that permit backyard chickens and found those cities to report no significant issues or concerns.

Should the City decide to allow chickens, it is recommended that the Council amend Section 205.020 (A) to allow "chicken hens" and that a new paragraph be added to Section 205.020 as follows:

C. Chicken hens may be kept for private, non-commercial, and non-breeding use and must be adequately confined within a yard or other place surrounded by a wire netting or other fence sufficient to prevent their escape there from. The pen shall be maintained in a clean and wholesome manner. Any manure or other discharges from the birds shall be collected so as to prevent the spread of offensive smells or disease.

Hens are limited to parcels zoned "HE" (higher education) or "A, B, C, or D" (single family residential). Hens for lots less than 7,500 square feet or with less than 5,500 square feet of unimproved land area are prohibited. Eight (8) hens are allowed for lots 7,500 square feet or greater. An additional hen is allowed for each 2,500 additional lot square footage to a maximum number of twelve (12) hens. Areas containing any shelter, chicken coop, aviary or other outbuilding, and any appurtenances thereto must either be of level grade or graded in a direction away from the property line preventing run off to adjacent property.

I would be happy to research or provide any additional information.

Attachments

- Survey responses and comments

Chicken Ordinance Survey
Start Date: 8/19/2011
End Date: 10/3/2011

How supportive are you of the City allowing chickens (hens only, not roosters) in residential areas in Creve Coeur?

Response:	Do you have any comments on this issue?
Neutral	I am not opposed to a neighbor having a limited number of chickens - however, if there are no limits and it is possible to create a commercial enterprise with chickens (no matter how small), I would oppose such a proposition.
Neutral	
Neutral	
Neutral	Confinement requirements would be crucial. There should be NO possibility of the chickens escaping into others' property or areas in which transmission of diseases (e.g., an avian flu) to other species (e.g., humans) could occur.
Neutral	
Neutral	
Neutral	If we do allow chickens, it should be restricted to a minimum of one acre lots.
Neutral	as long as there is an acre of land
Neutral	If Clayton allows chickens, hasn't found any significant issues AND has nothing on the horizon to challenge this policy, then I am ok with it.
Opposed	Unless you are running a farm for egg production, I don't believe we need chicken coops in Creve Coeur.
Opposed	
Opposed	I wouldn't mind chickens, but really don't want to hear a rooster every morning!
Opposed	Chicken manure and feathers are unpleasant. What predators will chickens draw to the area?
Opposed	
Opposed	I volunteer at the Humane Society of Missouri's Longmeadow Rescue Ranch. We regularly receive chickens that have been rounded up from Tower Grove Park b/c they have escaped, been let go, or dumped--especially the roosters. I also clean the chicken coop on a regular basis and know first hand how messy chickens can be. I just don't think Creve Coeur needs back yard chicken coops. Fresh eggs can be obtained without much effort.
Opposed	

Response:	Do you have any comments on this issue?
Opposed	Doesn't seem like this maintains the high standards of the properties in our city. Honestly I'd rather see bow hunting of deer approved within city limits. We are highly overpopulated which causes damage to landscaping and gardens. This would be better than seeing chickens running around my neighbor's yard.
Opposed	I worry about how clean the ownwers of the chickens will keep the pens. I know they will supposedly be forced to keep them clean and maintained but based on my experience with multiple dogs in the past, I know that this will not be done. I know that I can call authorities if there is a problem but that does not make for very nice relations with neighbors ad does not work very well.
Very Opposed	Roaming chickens on the island of Key West, FL add to the quirky nature of that area. Backyard chickens next door to me in a subdivision of Creve Coeur would just be sad and ridiculous. We live in MO. Move to a farm if you want farm animals. Have you ever smelled a chicken coop in the heat of the summer? Not pleasant.
Very Opposed	
Very Opposed	Moved from Sullivan to Creve Coeur. This is not Sullivan, and we do not want chickens in anybody's backyard.
Very Opposed	Dogs from adjoining yatds go crazy and they create more mess!
Very Opposed	I do not want to look out my window and see a pen or other structure that has chickens. I think the chickens if on the ground will soon have all the grass gone. If you do allow chickens I hope we have lots of rule of where they can be and how the pen or other structures can be built. I think a permit should be required and the area should be inspected just like anything else we build. Thanks for asking
Very Opposed	I believe chickens (hens) are noisy dirty animals and should be kept/raised in controlled areas. I don't think they should be allowed in residential areas just because a "few" (many people ?????) think they are desirable. Next these people will want deer, pigs, goats, sheep, cattle, etc. to be added to the list of "enyoyable hobbies." Please quantify the number of "mutiple requests by residents" to amend the code. PLEASE DO NOT CHANGE THE CURRENT MUNCIPAL CODE.
Very Opposed	No matter how hard the chicken coop is maintained, there will be smells, water runoff, flies and noises. People can go to natural and organic food stores to buy eggs and poultry. Also, potential home buyers will look elsewhere and property values will be affected.
Very Opposed	
Very Opposed	There is no guarantee that people would keep the pens properly.
Very Opposed	
Very Opposed	this is not a farming community

Response:	Do you have any comments on this issue?
Very Opposed	We had someone keep chickens in Ladue pines last year until I asked the neighborhood to put an end to it. Even if they aren't rooters the chickens are noisy, the cages are messy and often smelly and attract coyotes. These will not be well regulated and will become an eyesore. I am very, very opposed
Very Opposed	I am STRONGLY OPPOSED. Chickens carry diseases, are dirty, make noise, attract predators like dogs as well as hawks, coyotes and foxes, and some people have allergies to chickens. To keep the chickens restricted to their property, the resident will be putting up fences that are an eyesore to the neighbor. There is NO plausible reason for anyone in Creve Coeur to keep chickens. Above it says: "Many people view keeping chickens as an enjoyable hobby with economic, environmental and health benefits. Home-grown eggs are believed to be generally healthier and better tasting than store-bought eggs." That is pure BULL and a phony reason for keeping chickens in Creve Coeur.There are other ways to get "fresh, healthy, home-grown eggs." If they want to keep chickens, then move out of Creve Coeur and live on a farm. Don't subject other people to their crazy desires. What if they wanted to keep alligators or lions. Would our city leaders be so stupid to accommodate them. And if other communities have laws allowing chicken-keeping, that is NO reason that Creve Coeur should make the same MISTAKE. Let the chicken-lovers move into these other communities.
Very Opposed	Outrageous to think that we are regressing to the point of again having farm animals in homes in Creve Coeur!
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	I am surprised that the City would even consider such an issue.
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	
Very Opposed	Farm animals such as chickens belong in a barnyard and not an upscale and respected city such as Creve Coeur. There are places this minority of the population can live that will allow this type of animal and perhaps they should consider moving. Don't soil the reputation of the city and punish the masses to accommodate a few.
Very Opposed	If I wanted to live with farm animals next to me I would have bought a house in a rural area.
Very Opposed	Bird flu and the potential noise are both very concerning.

Response:	Do you have any comments on this issue?
Very Opposed	PLEASE PLEASE PLEASE do not pass this ordinance. Creve Coeur is a terrific community and we need to do all that we can to continue to preserve its appeal, appearance and "livability". We moved here 8 years ago and I can say with 100% candor that we would not have chosen Creve Coeur if the city had allowed chickens in backyards! Thank you for asking for our input and I appreciate your consideration of this feedback.
Very Opposed	
Very Opposed	
Very Opposed	My husband grew up with chickens in his backyard in East St Louis, and he can't stand being near them. When we went to an Amish grocery with a chicken pen next to it, he remained in the car. His opinion from experience is that they are both filthy and noisy. Please do not allow chickens to be raised in yards. At least our home sets on an acre of ground but I pity those who have small yards with neighbors that would have to tolerate the lice from the chickens as well as the noise.
Very Opposed	Creve Coeur is not rural Missouri, where residences are at least acres, and often miles apart. If not meticulously attended to, chickens and their droppings can be messy, smelly, and unsanitary. Their clucking can be noisy and irritating to neighbors who thought they were living in a quiet and affluent community -- not a barnyard. Who will monitor these chicken coops? Will they be inspected daily by city officials? Of course not. This is a major potential nusiance that Creve Coeur does not need. A very bad idea.
Very Opposed	
Very Opposed	Although I normally oppose restrictions, I feel that chickens could present a health hazard. Though chickens eat bugs, their dropping are breeding grounds for bacteria both stable & airborn. I would hate to have my family & pets exposed to these. I also feel that chickens would lower the value and sales potential of nearby houses. I certainly wouldn't consider buying a house if I saw farmyard animals next door.
Very Opposed	A thousand times no!!! People do not realize what they will have to deal with. It is hard to believe that odors will be effectively controlled. What will be done with the stinky manure that will have to be disposed of EVERY DAY! I cannot see how other health issues can be avoided. What proof is that that "home-grown eggs" are healthier? I'm a country-girl and know abouit these things. Do not underestimate the problems that will arise. Will there be permits and periodic city inspections instituted to assure hygenic conditions are maintained?
Very Opposed	The Mess is The Issue "Histoplasmosis" http://www.cdc.gov/niosh/hi97146.html
Very Opposed	
Very Opposed	

Response:	Do you have any comments on this issue?
Very Opposed	Chickens are dirty and loud. They also produce too many eggs to keep people from using them "non-commercially."
Supportive	My only concern would be that the neighbors homes wouldn't be exposed to dirt/run down areas that the chickens are kept in
Supportive	
Supportive	
Supportive	I think some type building codes should be enforced for the "chicken coops" so they are not ugly sheds.
Supportive	
Supportive	If people want to keep chickens and they are contained in their yard I see no problem.
Supportive	
Very Supportive	This is a great idea! Hens in back yards typically consume insects and plants, producing eggs lower in cholesterol and with a much healthier balance of omega-3 and omega-6 fatty acids. They also contain substantially more beta carotene. In addition, chickens can serve as a form of weed control.
Very Supportive	I would like to have chickens in my yard.
Very Supportive	This is a great idea. I buy organic eggs to the tune of $4.00 to $5.00/dozen. Backyard chickens save residents money and help the environment by decreasing the amount of shipping and, therefore, gasoline used.
Very Supportive	
Very Supportive	
Very Supportive	I think with proper care, residents should be allowed to keep chickens. No need for a rooster, just having fresh eggs from animals that you feed is a healthy, nice addition to any family. It's great for kids to learn responsibility and see where their food comes from.
Very Supportive	Only concern is "Who, on our staff, will oversee Compliance.?"
Very Supportive	We have always been supportive of people who want to raise chickens in Creve Coeur. If you look at photos from the 50's of residents in the city of St. Louis you will see many with coops in the backyard, right next to their home gardens.
Very Supportive	I never have owned chickens but I really like the idea of people in my city owning them. I think it says something nice about the city in which I live.
Very Supportive	
Very Supportive	This would be a great change for Creve Coeur! Chickens are very popular now and are good for the environment! They make the best garden fertilizer and eat most items that can be composted. Thank you for being forward thinking and keeping up with the times!

Response:	Do you have any comments on this issue?
Very Supportive	I would love to have chickens. Creve Coeur was a farming community for many generations, so the return of chickens, back yard gardens and being close to the earth, is appealing.
Very Supportive	My neice raies chickens in Olivette and the eggs are wonderful...the responsibility her children are learning is positive and the neighbors have not complained. win-win-win situation!
Very Supportive	I am a strong proponent of the proposed amendment, and will be one of the first growers in town! It might be advisable to (a) limit the number of birds per acre (not sure what is reasonable) and (b) provide some setback limits from adjacent property lines and/or adjacent home structures. Thank you for considering this amendment
Very Supportive	I am 56 years old and and have lived in Creve Coeur most of my life. Creve Coeur was home to farms for yesrs and years. I see only positive benefits from homeowners having chickens. The make great pets, produce scrumptious eggs and add beneficial fertilizer to plants. Enough said!
Very Supportive	
Very Supportive	i enjoy having chickens so we can kill them and have a natural food in our yard
Very Supportive	
Very Supportive	i really really reallyLOVE CHICKENS. Also chickens can lay eggs witch are high in protein. Go Chickens :) Thanks for listening
Very Supportive	
Very Supportive	
Very Supportive	it's a great family activity. if for no other reason then approve it so that kids can have the opportunity to learn about where their food comes from. very popular in other regions of the u.s. eg:(northwest).
Very Supportive	My family and I have wanted chickens for awhile and they would be great to have. Pigs would also be great as a pet.
Very Supportive	What is a legitimate reason for a city to ban chickens? I can think of none. Eggs purchased in supermarkets are unhealthy, tasteless, and extremely high priced. I have been purchasing farm fresh eggs that are fed healthy feed for many years and would love to raise my own chickens. Allow them.
Very Supportive	What is a legitimate reason for a city to ban chickens? I can think of none. Eggs purchased in supermarkets are unhealthy, tasteless, and extremely high priced. I have been purchasing farm fresh eggs that are fed healthy feed for many years and would love to raise my own chickens. Allow them.
Very Supportive	

Response:	Do you have any comments on this issue?
Very Supportive	For many people interested in the issues surrounding food safety, humanely raised and organics this is an important opportunity. I feel strongly that this ordinance to allow backyard hens in Creve Coeur would be a positive change.
Very Supportive	Chickens create few if any problems and are good for the environment.
Very Supportive	
Very Supportive	People should be free within their own property to do as they wish so long as it doesn't infringe on their neighbors. There are already ordinances with regard to noise and odor pollution. Keeping chickens is fundamentally no different than having dogs.
Very Supportive	I'm glad you are considering this!
Very Supportive	
Very Supportive	Thank you for being open-minded about native plants and gardens, as well as allowing chickens.
Very Supportive	I'm glad to hear this, although I probably would not keep any myself.
Very Supportive	This would be a step in the right direction for many reasons, as noted, but also a way for people to avoid supporting the abuses of factory farming.
Very Supportive	I don't see why people should be restricted from raising chickens, so long as it doesn't affect the health and well being of others.
Very Supportive	I agree with economic, environmental and health benefits of raising Chickens. Right now I get my eggs from a friend in Kirkwood. The problem though in Kirkwood is the wild animals getting there Hens, so we must be able to protect our investment from Raccoons and the other predators. I am very glad Creve Coeur is considering ordinance change.
Very Supportive	I feel goats should be added to this amendment as well. The benefits of goat's milk and cheese are the same as those listed above for eggs.
Very Supportive	I would love to keep them myself, but with the wildlife we have (hawks, owls, black snakes, occasional coyotes) I think it would be an expensive hobby!
Very Supportive	
Very Supportive	
Very Supportive	We have owned chickens in the past and have found them to be very worthwhile and enjoyable....the children very much enjoy them and the necessary tasks to keep them teach responsibility. We would strongly support this measure. Thank you.
Very Supportive	I think that Creve Coeur should allow residents to raise chickens in homes, not apts/condos.
Very Supportive	
Very Supportive	Time to do this-

Response:	Do you have any comments on this issue?
Very Supportive	Keeping chickens is as natural and satisfying as a backyard vegetable garden. If kept in appropriate conditions and by responsible owners, chickens are quiet, pleasant, and productive domestic pets. Melinda Fleming, DVM
Very Supportive	
Very Supportive	It is a great idea.
Very Supportive	
Very Supportive	
Very Supportive	I am in favor of the health, economic, and environmental aspects of allowing chickens. Unsightly chicken coops would need to be disallowed.
Very Supportive	Why not -- even NYC allows chickens!
Very Supportive	
Very Supportive	
Very Supportive	We think this would be a very progressive move and keep Creve Coeur in line with our neighboring towns. Backyard eggs are extremely tasty. Maybe there need to be limits on size of the flocks and strictly enforced set backs or minimum lot sizes.
Very Supportive	This is a great opportunity for residents to raise a healthy alternative that is affordable. It also is a great chance for parents to educate their children on sustainability. My family just moved to Creve Coeur from Kirkwood and are really excited about the possibility to add fresh eggs along side our garden in the spring. Our neighbors are excited to reap the benefits of fresh eggs as well.
Very Supportive	This is exciting. I have wanted chickens for eggs for a long time, but did not want to go against an ordinance. I have bees and my neighbors love the honey. Not one sting! I think they would like me to share eggs with them too. Please amend the ordinance to allow backyard chickens.
Very Supportive	
Very Supportive	
Very Supportive	

Summary of Resident Responses

	No. of responses	Percentage
Very Opposed	37	30%
Opposed	9	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	60	49%
Total	122	100%

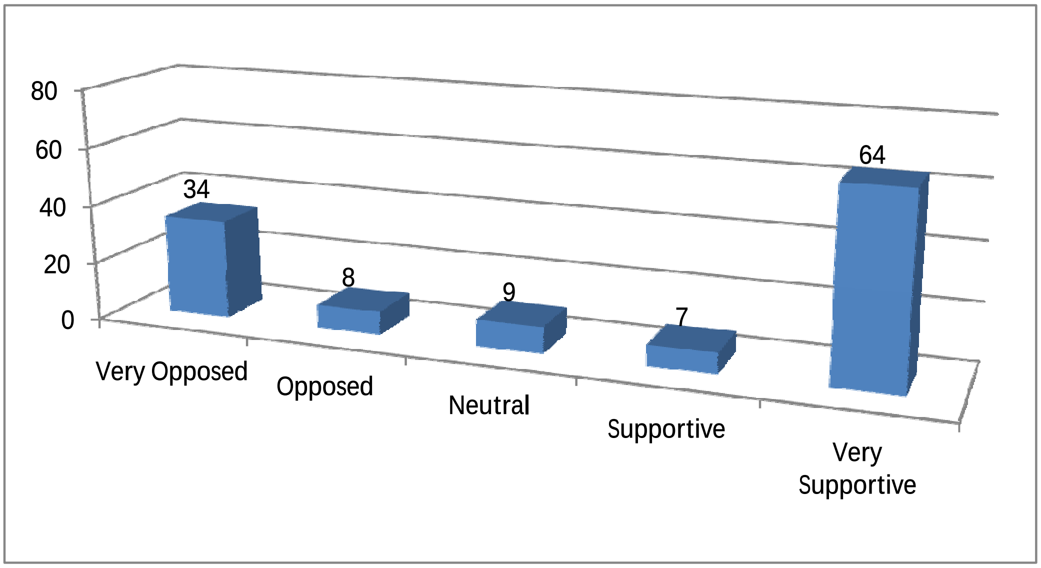
Response: Do you have any comments on this issue?

Other Responses

Very Supportive	I would LOVE to purchase eggs from a neighbor. Chickens also like to eat bugs which is a GOOD thing! Caring for animals is also good for children and families.
Very Supportive	
Very Supportive	We are moving to Creve Coeur next month. Backyard chickens are a great way for folks to be a little more self reliant, to control bugs, and to stimulate local economy.
Very Supportive	

Shaded = not a current resident

Very Opposed	34	28%
Opposed	8	7%
Neutral	9	7%
Supportive	7	6%
Very Supportive	64	52%
Total	122	100%



RESOLUTION NO. 990

A RESOLUTION AUTHORIZING PURCHASE OF THE SERIES A NOTES ISSUED BY THE OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT IN THE ORIGINAL PRINCIPAL AMOUNT OF $1,250,000.00.

WHEREAS, the City is a party to that certain District Development Agreement, as amended (the "District Development Agreement") regarding the Olive/Graeser Transportation Development District (OGTDD), which concerns the improvement of the intersection of Olive Boulevard and Graeser Road by realignment of the intersection and installation of traffic signals; and

WHEREAS, under that Agreement among other things the City pledged to pay up to $55,000 per year for up to 40 years to help retire the bonds to be issued by the OGTDD to pay for the intersection improvements, or if bonds are not issued then to make annual purchases in that amount of the Series A Notes issued by the OGTDD in the principal amount of $1,250,000, which would otherwise be refinanced by the bonds, which partial purchases would be subordinate to the remaining original Series A Notes; and

WHEREAS, it does not appear to be possible for the OGTDD to issue bonds with acceptable terms and conditions; and

WHEREAS, the City has the right to purchase all the Series A Notes, including principal and accrued interest, under the District Development Agreement in lieu of making annual purchases and the City has determined that such purchase would be in the best interests of the City; and

WHEREAS, the purchase price demanded by the holder of the Series A Notes currently totals $1,301,346, but the TDD will be obligated to pay accumulated sales taxes to the City as purchaser on or about March 1, 2012 in the estimated sum of $35,000;

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

SECTION 1 – The City shall purchase the Series A Notes issued by the OGTDD pursuant to the provisions of the District Development Agreement.

SECTION 2 - 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 District Development Agreement and this Resolution.

SECTION 3 – THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS __________ day of _________________, 2011.

____

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

MEMORANDUM

DATE: January 5, 2012

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Olive-Graeser Financing

At the special City Council meeting held on December 19, 2011 City Council voted down Substitute Resolution No. 989 which would have authorized the financing of the Olive-Graeser Transportation Development District (TDD) through a bond issue proposed by Stern Brothers. At the same meeting, Resolution 990 authorizing the City's purchase of the A Series notes was deferred.

Based on these actions it appears two courses of action are currently available to the City. These are:

1. Purchase the entire A Series notes from the developer. After the purchase the City could approach the TDD and propose a reduction (perhaps annually) in the note interest rate to a lower rate such as 5.55% (the blended net interest rate on bond issue proposed by Stern Brothers). The advantages and risks of this action have been previously discussed.

2. Do nothing. The City could take no action which would result in the City being required to spend up to $55,000 per year to supplement sales tax revenues and thereby purchase subordinate A-series notes of the developer until such time as all those notes have either been retired or purchased by the City. Once the developer's A-series notes have been retired with the sales tax money, then that money would be used to retire the City's A-series notes.

We have run the present value (PV) calculations for the "Do nothing" option at two interest rates. The results are as follows:

1. At 5% PV, the A-series notes purchased at $55,000 per year by the City with an 8% interest rate is a negative $(281,924). This compares with a positive value of $35,462 for the purchase of all the A-series notes.

2. If the interest rate is reduced to 6%, the City's annual purchase of notes of $55,000 would result in a negative $(97,405). However, the development agreement stipulates an 8% rate and it is unlikely the developer would reduce the interest rate.

Based on this analysis it is determined that the purchase of the current A-series notes in an amount estimated at $1,268,000 is financially superior to the "do nothing" option.

I have attached two additional pieces of information. These are:

1. The previous calculations comparing bond issuance rate purchase alternatives that were previously distributed to the City Council for the December 19th meeting. Please review tab number 5 which includes the PV analysis of all the options including the "do nothing" at 6%.

2. I have also included a separate calculation for the "do nothing" option when the A-series notes carry an 8% interest rate.

Staff recommends approval of Resolution 990 authorizing the purchase of the A-series notes in an amount estimated not to exceed $1,305,000. It is estimated that the actual purchase price will effectively be less than that amount. The City will be entitled to an immediate payment from the debt service fund in March of this year to offset the accrued interest and reduce the principal. It is estimated that the note purchase after receipt of the March payment will be approximately $1,266,000.

It should also be noted this purchase amount includes $25,000 in issuance costs for the A-series notes. The City has previously concluded that the note issuance costs can only be part of the $1,250,000 cap for A-series notes. However, the developer has contended that the cap is $1,250,000 plus issuance costs. The bond counsel, Armstrong Teasdale, says the agreement is not 100% clear on this issue. The developer is extremely anxious to proceed with the retirement of their notes which they anticipated as a result of the bond issuance proposed by Stern Brothers.

I would be pleased to respond to any questions.

YEAR	SALES TAX	INTEREST	NET SALES TAX	CC PLEDGE	CC PRINCIPAL	CC INTEREST	TDD BALANCE	EXCESS SALES TAX	A SERIES PRINCIPAL	A SERIES INTEREST	B SERIES	CC SHARE	PV FACTOR	PV
		8.00%		$ 55,000.00			$1,250,000.00					6.70%	5.00%	
1	$ 69,912.46	$ 100,000.00	$ (30,087.54)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,225,087.54	$ -	$ 50,925.93	$ -	$ -	$ -	95.23810%	$ (52,380.95)
2	$ 70,460.71	$ 98,007.00	$ (27,546.29)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,197,633.83	$ -	$ 101,851.86	$ -	$ -	$ -	90.70295%	$ (49,886.62)
3	$ 71,011.54	$ 95,810.71	$ (24,799.17)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,167,433.00	$ -	$ 152,777.79	$ -	$ -	$ -	86.38376%	$ (47,511.07)
4	$ 71,565.00	$ 93,394.64	$ (21,829.64)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,134,262.64	$ -	$ 203,703.72	$ -	$ -	$ -	82.27025%	$ (45,248.64)
5	$ 72,120.21	$ 90,741.01	$ (18,620.80)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,097,883.44	$ -	$ 254,629.65	$ -	$ -	$ -	78.35262%	$ (43,093.94)
6	$ 72,678.23	$ 87,830.68	$ (15,152.45)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,058,035.89	$ -	$ 305,555.58	$ -	$ -	$ -	74.62154%	$ (41,041.85)
7	$ 73,238.18	$ 84,642.87	$ (11,404.69)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$1,014,440.58	$ -	$ 356,481.51	$ -	$ -	$ -	71.06813%	$ (39,087.47)
8	$ 73,800.12	$ 81,155.25	$ (7,355.13)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 966,795.70	$ -	$ 407,407.44	$ -	$ -	$ -	67.68394%	$ (37,226.16)
9	$ 74,365.15	$ 77,343.66	$ (2,978.51)	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 914,774.21	$ -	$ 458,333.37	$ -	$ -	$ -	64.46089%	$ (35,453.49)
10	$ 74,931.38	$ 73,181.94	$ 1,749.44	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 858,024.77	$ -	$ 509,259.30	$ -	$ -	$ -	61.39133%	$ (33,765.23)
11	$ 75,499.87	$ 68,641.98	$ 6,857.89	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 796,166.88	$ -	$ 560,185.23	$ -	$ -	$ -	58.46793%	$ (32,157.36)
12	$ 76,070.73	$ 63,693.35	$ 12,377.38	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 728,789.50	$ -	$ 611,111.16	$ -	$ -	$ -	55.68374%	$ (30,626.06)
13	$ 76,644.06	$ 58,303.16	$ 18,340.90	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 655,448.60	$ -	$ 662,037.09	$ -	$ -	$ -	53.03214%	$ (29,167.67)
14	$ 77,218.94	$ 52,435.89	$ 24,783.05	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 575,665.55	$ -	$ 712,963.02	$ -	$ -	$ -	50.50680%	$ (27,778.74)
15	$ 77,795.47	$ 46,053.24	$ 31,742.23	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 488,923.32	$ -	$ 763,888.95	$ -	$ -	$ -	48.10171%	$ (26,455.94)
16	$ 78,373.76	$ 39,113.87	$ 39,259.89	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 394,663.42	$ -	$ 814,814.88	$ -	$ -	$ -	45.81115%	$ (25,196.13)
17	$ 78,953.89	$ 31,573.07	$ 47,380.82	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 292,282.61	$ -	$ 865,740.81	$ -	$ -	$ -	43.62967%	$ (23,996.32)
18	$ 79,535.97	$ 23,382.61	$ 56,153.36	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 181,129.25	$ -	$ 916,666.74	$ -	$ -	$ -	41.55207%	$ (22,853.64)
19	$ 80,120.09	$ 14,490.34	$ 65,629.75	$ 55,000.00	$ 50,925.93	$ 4,074.07	$ 60,499.50	$ -	$ 967,592.67	$ -	$ -	$ -	39.57340%	$ (21,765.37)
20	$ 80,705.36	$ 4,839.96	$ 75,865.40	$ -	$ -	$ -	$ -	$ 15,365.90	$1,029,634.18	$ 77,407.41	$ -	$ -	37.68895%	$ 5,791.25
21	$ 81,291.88	$ -	$ 81,291.88	$ -	$ -	$ -	$ -	$ 81,291.88	$1,030,713.04	$ 82,370.73	$ -	$ -	35.89424%	$ 29,179.10
22	$ 81,879.75	$ -	$ 81,879.75	$ -	$ -	$ -	$ -	$ 81,879.75	$1,031,290.33	$ 82,457.04	$ -	$ -	34.18499%	$ 27,990.58
23	$ 82,470.07	$ -	$ 82,470.07	$ -	$ -	$ -	$ -	$ 82,470.07	$1,031,323.48	$ 82,503.23	$ -	$ -	32.55713%	$ 26,849.89
24	$ 83,059.96	$ -	$ 83,059.96	$ -	$ -	$ -	$ -	$ 83,059.96	$1,030,769.40	$ 82,505.88	$ -	$ -	31.00679%	$ 25,754.23
25	$ 83,652.50	$ -	$ 83,652.50	$ -	$ -	$ -	$ -	$ 83,652.50	$1,029,578.46	$ 82,461.55	$ -	$ -	29.53028%	$ 24,702.82
26	$ 84,245.83	$ -	$ 84,245.83	$ -	$ -	$ -	$ -	$ 84,245.83	$1,027,698.90	$ 82,366.28	$ -	$ -	28.12407%	$ 23,693.36
27	$ 84,840.03	$ -	$ 84,840.03	$ -	$ -	$ -	$ -	$ 84,840.03	$1,025,074.78	$ 82,215.91	$ -	$ -	26.78483%	$ 22,724.26
28	$ 85,435.22	$ -	$ 85,435.22	$ -	$ -	$ -	$ -	$ 85,435.22	$1,021,645.55	$ 82,005.98	$ -	$ -	25.50936%	$ 21,793.98
29	$ 86,030.51	$ -	$ 86,030.51	$ -	$ -	$ -	$ -	$ 86,030.51	$1,017,346.68	$ 81,731.64	$ -	$ -	24.29463%	$ 20,900.80
30	$ 86,628.01	$ -	$ 86,628.01	$ -	$ -	$ -	$ -	$ 86,628.01	$1,012,106.40	$ 81,387.73	$ -	$ -	23.13774%	$ 20,043.77
31	$ 87,224.84	$ -	$ 87,224.84	$ -	$ -	$ -	$ -	$ 87,224.84	$1,005,850.08	$ 80,968.51	$ -	$ -	22.03595%	$ 19,220.82
32	$ 87,823.10	$ -	$ 87,823.10	$ -	$ -	$ -	$ -	$ 87,823.10	$ 998,494.98	$ 80,468.01	$ -	$ -	20.98662%	$ 18,431.10
33	$ 88,421.91	$ -	$ 88,421.91	$ -	$ -	$ -	$ -	$ 88,421.91	$ 989,952.67	$ 79,879.60	$ -	$ -	19.98725%	$ 17,673.11
34	$ 89,020.40	$ -	$ 89,020.40	$ -	$ -	$ -	$ -	$ 89,020.40	$ 980,128.49	$ 79,196.21	$ -	$ -	19.03548%	$ 16,945.46
35	$ 89,619.66	$ -	$ 89,619.66	$ -	$ -	$ -	$ -	$ 89,619.66	$ 968,919.10	$ 78,410.28	$ -	$ -	18.12903%	$ 16,247.17
36	$ 90,218.83	$ -	$ 90,218.83	$ -	$ -	$ -	$ -	$ 90,218.83	$ 956,213.80	$ 77,513.53	$ -	$ -	17.26574%	$ 15,576.95
37	$ 90,818.01	$ -	$ 90,818.01	$ -	$ -	$ -	$ -	$ 90,818.01	$ 941,892.90	$ 76,497.10	$ -	$ -	16.44356%	$ 14,933.72
38	$ 91,414.37	$ -	$ 91,414.37	$ -	$ -	$ -	$ -	$ 91,414.37	$ 925,829.96	$ 75,351.43	$ -	$ -	15.66054%	$ 14,315.98
TOTALS	$3,059,096.00	$1,284,635.22	$1,774,460.78	$1,045,000.00	$967,592.67	$77,407.33		$1,569,460.78		$1,527,698.07	$ -	$ -		$(281,924.31)

PV COMPARISON AT 5% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS

		NOTE PURCHASE					BONDS		
				-1268000					
YEAR	**Sales tax**	**ROR**	**PV**		**YEAR**	**CASH FLOW**	**ROR**	**PV**	
1	$ 69,912	1.05	$ 66,583	-1201417	1	-55000	1.05	-52380.95	-52380.95
2	$ 70,461	1.1025	$ 63,910	-1137507	2	-55000	1.1025	-49886.62	-102267.6
3	$ 71,012	1.157625	$ 61,342	-1076164	3	-55000	1.157625	-47511.07	-149778.6
4	$ 71,565	1.215506	$ 58,877	-1017288	4	-55000	1.215506	-45248.64	-195027.3
5	$ 72,120	1.276282	$ 56,508	-960780	5	-55000	1.276282	-43093.94	-238121.2
6	$ 72,678	1.340096	$ 54,234	-906546	6	-55000	1.340096	-41041.85	-279163.1
7	$ 73,238	1.4071	$ 52,049	-854497	7	-55000	1.4071	-39087.47	-318250.5
8	$ 73,800	1.477455	$ 49,951	-804546	8	-55000	1.477455	-37226.16	-355476.7
9	$ 74,365	1.551328	$ 47,936	-756610	9	-55000	1.551328	-35453.49	-390930.2
10	$ 74,931	1.628895	$ 46,001	-710608	10	-55000	1.628895	-33765.23	-424695.4
11	$ 75,500	1.710339	$ 44,143	-666465	11	-55000	1.710339	-32157.36	-456852.8
12	$ 76,071	1.795856	$ 42,359	-624106	12	-55000	1.795856	-30626.06	-487478.8
13	$ 76,644	1.885649	$ 40,646	-583460	13	-55000	1.885649	-29167.67	-516646.5
14	$ 77,219	1.979932	$ 39,001	-544459	14	-55000	1.979932	-27778.74	-544425.3
15	$ 77,795	2.078928	$ 37,421	-507038	15	-55000	2.078928	-26455.94	-570881.2
16	$ 78,374	2.182875	$ 35,904	-471134	16	-55000	2.182875	-25196.13	-596077.3
17	$ 78,954	2.292018	$ 34,447	-436687	17	$ 43,425	2.292018	18946.03	-577131.3
18	$ 79,536	2.406619	$ 33,049	-403638	18	$ 43,745	2.406619	18176.86	-558954.4
19	$ 80,120	2.52695	$ 31,706	-371932	19	$ 44,066	2.52695	17438.43	-541516
20	$ 80,705	2.653298	$ 30,417	-341515	20	$ 44,388	2.653298	16729.35	-524786.7
21	$ 81,292	2.785963	$ 29,179	-312336	21	$ 44,711	2.785963	16048.5	-508738.2
22	$ 81,880	2.925261	$ 27,991	-284345	22	$ 45,034	2.925261	15394.82	-493343.3
23	$ 82,470	3.071524	$ 26,850	-257495	23	$ 45,359	3.071524	14767.44	-478575.9
24	$ 83,060	3.2251	$ 25,754	-231741	24	$ 45,683	3.2251	14164.83	-464411.1
25	$ 83,653	3.386355	$ 24,703	-207038	25	$ 46,009	3.386355	13586.55	-450824.5
26	$ 84,246	3.555673	$ 23,693	-183345	26	$ 46,335	3.555673	13031.35	-437793.2
27	$ 84,840	3.733456	$ 22,724	-160621	27	$ 46,662	3.733456	12498.34	-425294.8
28	$ 85,435	3.920129	$ 21,794	-138827	28	$ 46,989	3.920129	11986.69	-413308.1
29	$ 86,031	4.116136	$ 20,901	-117926	29	$ 47,317	4.116136	11495.44	-401812.7
30	$ 86,628	4.321942	$ 20,044	-97882	30	$ 47,645	4.321942	11024.07	-390788.6
31	$ 87,225	4.538039	$ 19,221	-78661	31	$ 47,974	4.538039	10571.45	-380217.2
32	$ 87,823	4.764941	$ 18,431	-60230	32	$ 48,303	4.764941	10137.1	-370080.1
33	$ 88,422	5.003189	$ 17,673	-42557	33	$ 48,632	5.003189	9720.211	-360359.9
34	$ 89,020	5.253348	$ 16,945	-25612	34	$ 48,961	5.253348	9320.003	-351039.9
35	$ 89,620	5.516015	$ 16,247	-9365	35	$ 49,291	5.516015	8935.946	-342103.9
36	$ 90,219	5.791816	$ 15,577	6212	36	$ 49,620	5.791816	8567.322	-333536.6
37	$ 90,818	6.081407	$ 14,934	21146	37	$ 49,950	6.081407	8213.544	-325323

38	$	91,414	6.385477	$ 14,316	35462	38	$	50,278	6.385477	7873.789	-317449.3

PV COMPARISON AT 5% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS 50%
REDUCED SALES TAX

BONDS

YEAR	CASH FLOW	ROR	PV	
1	-55000	1.05	$ (52,381)	-52380.95
2	-55000	1.1025	$ (49,887)	-102267.6
3	-55000	1.157625	$ (47,511)	-149778.6
4	-55000	1.21550625	$ (45,249)	-195027.3
5	-55000	1.27628156	$ (43,094)	-238121.2
6	-55000	1.34009564	$ (41,042)	-279163.1
7	-55000	1.40710042	$ (39,087)	-318250.5
8	-55000	1.47745544	$ (37,226)	-355476.7
9	-55000	1.55132822	$ (35,453)	-390930.2
10	-55000	1.62889463	$ (33,765)	-424695.4
11	-55000	1.71033936	$ (32,157)	-456852.8
12	-55000	1.79585633	$ (30,626)	-487478.8
13	-55000	1.88564914	$ (29,168)	-516646.5
14	-55000	1.9799316	$ (27,779)	-544425.3
15	-55000	2.07892818	$ (26,456)	-570881.2
16	-55000	2.18287459	$ (25,196)	-596077.3
17	-55000	2.29201832	$ (23,996)	-620073.6
18	-55000	2.40661923	$ (22,854)	-642927.3
19	-55000	2.5269502	$ (21,765)	-664692.6
20	-55000	2.65329771	$ (20,729)	-685421.6
21	-55000	2.78596259	$ (19,742)	-705163.4
22	-55000	2.92526072	$ (18,802)	-723965.1
23	-55000	3.07152376	$ (17,906)	-741871.6
24	-55000	3.22509994	$ (17,054)	-758925.3
25	-55000	3.38635494	$ (16,242)	-775167
26	$ 23,168	3.55567269	$ 6,516	-768651.3
27	$ 23,331	3.73345632	$ 6,249	-762402.1
28	$ 23,495	3.92012914	$ 5,993	-756408.8
29	$ 23,658	4.1161356	$ 5,748	-750661
30	$ 23,823	4.32194238	$ 5,512	-745149
31	$ 23,987	4.53803949	$ 5,286	-739863.3
32	$ 24,151	4.76494147	$ 5,069	-734794.7
33	$ 24,316	5.00318854	$ 4,860	-729934.6
34	$ 24,481	5.25334797	$ 4,660	-725274.6
35	$ 24,645	5.51601537	$ 4,468	-720806.6

NOTE PURCHASE

				-1268000
YEAR	**CASH FLOW**	**ROR**	**PV**	
1	$ 34,956	1.05	$ 33,292	-1234708
2	$ 35,230	1.1025	$ 31,955	-1202753
3	$ 35,506	1.157625	$ 30,671	-1172082
4	$ 35,783	1.215506	$ 29,438	-1142644
5	$ 36,060	1.276282	$ 28,254	-1114390
6	$ 36,339	1.340096	$ 27,117	-1087273
7	$ 36,619	1.4071	$ 26,025	-1061248
8	$ 36,900	1.477455	$ 24,975	-1036273
9	$ 37,183	1.551328	$ 23,968	-1012305
10	$ 37,466	1.628895	$ 23,001	-989304.1
11	$ 37,750	1.710339	$ 22,072	-967232.5
12	$ 38,035	1.795856	$ 21,180	-946053
13	$ 38,322	1.885649	$ 20,323	-925730
14	$ 38,609	1.979932	$ 19,500	-906229.6
15	$ 38,898	2.078928	$ 18,710	-887519.2
16	$ 39,187	2.182875	$ 17,952	-869567.2
17	$ 39,477	2.292018	$ 17,224	-852343.5
18	$ 39,768	2.406619	$ 16,524	-835819.1
19	$ 40,060	2.52695	$ 15,853	-819966
20	$ 40,353	2.653298	$ 15,209	-804757.5
21	$ 40,646	2.785963	$ 14,590	-790167.9
22	$ 40,940	2.925261	$ 13,995	-776172.7
23	$ 41,235	3.071524	$ 13,425	-762747.7
24	$ 41,530	3.2251	$ 12,877	-749870.6
25	$ 41,826	3.386355	$ 12,351	-737519.2
26	$ 42,123	3.555673	$ 11,847	-725672.5
27	$ 42,420	3.733456	$ 11,362	-714310.4
28	$ 42,718	3.920129	$ 10,897	-703413.4
29	$ 43,015	4.116136	$ 10,450	-692963
30	$ 43,314	4.321942	$ 10,022	-682941.1
31	$ 43,612	4.538039	$ 9,610	-673330.7
32	$ 43,912	4.764941	$ 9,216	-664115.1
33	$ 44,211	5.003189	$ 8,837	-655278.6
34	$ 44,510	5.253348	$ 8,473	-646805.9
35	$ 44,810	5.516015	$ 8,124	-638682.3

36	$	24,810	5.79181614	$	4,284	-716523	36	$	45,109	5.791816	$	7,788	-630893.8
37	$	24,975	6.08140694	$	4,107	-712416.2	37	$	45,409	6.081407	$	7,467	-623426.9
38	$	25,139	6.38547729	$	3,937	-708479.3	38	$	45,707	6.385477	$	7,158	-616269

PV COMPARISON AT 4% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS
REDUCED SALES TAX

BONDS					NOTE PURCHASE				
									-1268000
YEAR	CASH FLOW	ROR	PV		YEAR	CASH FLOW	ROR	PV	
1	-55000	1.04	$ (52,885)	-52884.62	1	$ 34,956	1.04	$ 33,612	-1234388
2	-55000	1.0816	$ (50,851)	-103735.2	2	$ 35,230	1.0816	$ 32,572	-1201816
3	-55000	1.124864	$ (48,895)	-152630	3	$ 35,506	1.124864	$ 31,565	-1170251
4	-55000	1.16985856	$ (47,014)	-199644.2	4	$ 35,783	1.169859	$ 30,587	-1139664
5	-55000	1.2166529	$ (45,206)	-244850.2	5	$ 36,060	1.216653	$ 29,639	-1110025
6	-55000	1.26531902	$ (43,467)	-288317.5	6	$ 36,339	1.265319	$ 28,719	-1081306
7	-55000	1.31593178	$ (41,795)	-330113	7	$ 36,619	1.315932	$ 27,827	-1053479
8	-55000	1.36856905	$ (40,188)	-370301	8	$ 36,900	1.368569	$ 26,963	-1026516
9	-55000	1.42331181	$ (38,642)	-408943.2	9	$ 37,183	1.423312	$ 26,124	-1000392
10	-55000	1.48024428	$ (37,156)	-446099.3	10	$ 37,466	1.480244	$ 25,310	-975081.7
11	-55000	1.53945406	$ (35,727)	-481826.2	11	$ 37,750	1.539454	$ 24,522	-950560
12	-55000	1.60103222	$ (34,353)	-516179.1	12	$ 38,035	1.601032	$ 23,757	-926803.3
13	-55000	1.66507351	$ (33,032)	-549210.6	13	$ 38,322	1.665074	$ 23,015	-903788.1
14	-55000	1.73167645	$ (31,761)	-580971.8	14	$ 38,609	1.731676	$ 22,296	-881492
15	-55000	1.80094351	$ (30,540)	-611511.3	15	$ 38,898	1.800944	$ 21,599	-859893.5
16	-55000	1.87298125	$ (29,365)	-640876.3	16	$ 39,187	1.872981	$ 20,922	-838971.3
17	-55000	1.9479005	$ (28,236)	-669111.8	17	$ 39,477	1.9479	$ 20,266	-818704.9
18	-55000	2.02581652	$ (27,150)	-696261.3	18	$ 39,768	2.025817	$ 19,631	-799074.3
19	-55000	2.10684918	$ (26,105)	-722366.7	19	$ 40,060	2.106849	$ 19,014	-780060.1
20	-55000	2.19112314	$ (25,101)	-747467.9	20	$ 40,353	2.191123	$ 18,416	-761643.7
21	-55000	2.27876807	$ (24,136)	-771603.8	21	$ 40,646	2.278768	$ 17,837	-743806.9
22	-55000	2.36991879	$ (23,208)	-794811.3	22	$ 40,940	2.369919	$ 17,275	-726532.1
23	-55000	2.46471554	$ (22,315)	-817126.3	23	$ 41,235	2.464716	$ 16,730	-709801.9
24	-55000	2.56330416	$ (21,457)	-838583	24	$ 41,530	2.563304	$ 16,202	-693600.2
25	-55000	2.66583633	$ (20,631)	-859214.4	25	$ 41,826	2.665836	$ 15,690	-677910.5
26	$ 23,168	2.77246978	$ 8,356	-850858.1	26	$ 42,123	2.77247	$ 15,193	-662717.2
27	$ 23,331	2.88336858	$ 8,092	-842766.5	27	$ 42,420	2.883369	$ 14,712	-648005.2
28	$ 23,495	2.99870332	$ 7,835	-834931.6	28	$ 42,718	2.998703	$ 14,245	-633759.9
29	$ 23,658	3.11865145	$ 7,586	-827345.5	29	$ 43,015	3.118651	$ 13,793	-619967
30	$ 23,823	3.24339751	$ 7,345	-820000.5	30	$ 43,314	3.243398	$ 13,355	-606612.4
31	$ 23,987	3.37313341	$ 7,111	-812889.3	31	$ 43,612	3.373133	$ 12,929	-593683.1
32	$ 24,151	3.50805875	$ 6,885	-806004.8	32	$ 43,912	3.508059	$ 12,517	-581165.8
33	$ 24,316	3.6483811	$ 6,665	-799339.9	33	$ 44,211	3.648381	$ 12,118	-569047.8
34	$ 24,481	3.79431634	$ 6,452	-792888	34	$ 44,510	3.794316	$ 11,731	-557317
35	$ 24,645	3.94608899	$ 6,246	-786642.5	35	$ 44,810	3.946089	$ 11,356	-545961.5
36	$ 24,810	4.10393255	$ 6,045	-780597	36	$ 45,109	4.103933	$ 10,992	-534969.8

37	$	24,975	4.26808986	$	5,852	-774745.5	37	$	45,409	4.26809	$	10,639	-524330.6
38	$	25,139	4.43881345	$	5,663	-769082	38	$	45,707	4.438813	$	10,297	-514033.4

PV COMPARISON AT 4% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS

NOTE PURCHASE					BONDS				
YEAR	CASH FLOW	ROR	PV	-1268000	YEAR	CASH FLOW	ROR	PV	
1	$ 69,912	1.04	$ 67,224	-1200776	1	-55000	1.04	$ (52,885)	$ (52,885)
2	$ 70,461	1.0816	$ 65,145	-1135632	2	-55000	1.0816	$ (50,851)	$ (103,735)
3	$ 71,012	1.124864	$ 63,129	-1072503	3	-55000	1.124864	$ (48,895)	$ (152,630)
4	$ 71,565	1.16985856	$ 61,174	-1011329	4	-55000	1.169859	$ (47,014)	$ (199,644)
5	$ 72,120	1.2166529	$ 59,278	-952051	5	-55000	1.216653	$ (45,206)	$ (244,850)
6	$ 72,678	1.26531902	$ 57,439	-894612.3	6	-55000	1.265319	$ (43,467)	$ (288,318)
7	$ 73,238	1.31593178	$ 55,655	-838957.3	7	-55000	1.315932	$ (41,795)	$ (330,113)
8	$ 73,800	1.36856905	$ 53,925	-785032.3	8	-55000	1.368569	$ (40,188)	$ (370,301)
9	$ 74,365	1.42331181	$ 52,248	-732784.3	9	-55000	1.423312	$ (38,642)	$ (408,943)
10	$ 74,931	1.48024428	$ 50,621	-682163.4	10	-55000	1.480244	$ (37,156)	$ (446,099)
11	$ 75,500	1.53945406	$ 49,043	-633120.1	11	-55000	1.539454	$ (35,727)	$ (481,826)
12	$ 76,071	1.60103222	$ 47,514	-585606.5	12	-55000	1.601032	$ (34,353)	$ (516,179)
13	$ 76,644	1.66507351	$ 46,030	-539576.1	13	-55000	1.665074	$ (33,032)	$ (549,211)
14	$ 77,219	1.73167645	$ 44,592	-494984.1	14	-55000	1.731676	$ (31,761)	$ (580,972)
15	$ 77,795	1.80094351	$ 43,197	-451787	15	-55000	1.800944	$ (30,540)	$ (611,511)
16	$ 78,374	1.87298125	$ 41,844	-409942.6	16	-55000	1.872981	$ (29,365)	$ (640,876)
17	$ 78,954	1.9479005	$ 40,533	-369409.8	17	$ 43,425	1.9479	$ 22,293	$ (618,583)
18	$ 79,536	2.02581652	$ 39,261	-330148.6	18	$ 43,745	2.025817	$ 21,594	$ (596,990)
19	$ 80,120	2.10684918	$ 38,028	-292120.2	19	$ 44,066	2.106849	$ 20,916	$ (576,074)
20	$ 80,705	2.19112314	$ 36,833	-255287.4	20	$ 44,388	2.191123	$ 20,258	$ (555,816)
21	$ 81,292	2.27876807	$ 35,674	-219613.8	21	$ 44,711	2.278768	$ 19,620	$ (536,195)
22	$ 81,880	2.36991879	$ 34,550	-185064.2	22	$ 45,034	2.369919	$ 19,002	$ (517,193)
23	$ 82,470	2.46471554	$ 33,460	-151603.9	23	$ 45,359	2.464716	$ 18,403	$ (498,790)
24	$ 83,060	2.56330416	$ 32,403	-119200.4	24	$ 45,683	2.563304	$ 17,822	$ (480,968)
25	$ 83,653	2.66583633	$ 31,379	-87820.94	25	$ 46,009	2.665836	$ 17,259	$ (463,709)
26	$ 84,246	2.77246978	$ 30,387	-57434.38	26	$ 46,335	2.77247	$ 16,713	$ (446,997)
27	$ 84,840	2.88336858	$ 29,424	-28010.45	27	$ 46,662	2.883369	$ 16,183	$ (430,814)
28	$ 85,435	2.99870332	$ 28,491	480.2722	28	$ 46,989	2.998703	$ 15,670	$ (415,144)
29	$ 86,031	3.11865145	$ 27,586	28066.08	29	$ 47,317	3.118651	$ 15,172	$ (399,971)
30	$ 86,628	3.24339751	$ 26,709	54775.11	30	$ 47,645	3.243398	$ 14,690	$ (385,281)
31	$ 87,225	3.37313341	$ 25,859	80633.81	31	$ 47,974	3.373133	$ 14,222	$ (371,059)
32	$ 87,823	3.50805875	$ 25,035	105668.5	32	$ 48,303	3.508059	$ 13,769	$ (357,290)
33	$ 88,422	3.6483811	$ 24,236	129904.4	33	$ 48,632	3.648381	$ 13,330	$ (343,960)
34	$ 89,020	3.79431634	$ 23,462	153365.9	34	$ 48,961	3.794316	$ 12,904	$ (331,057)
35	$ 89,620	3.94608899	$ 22,711	176076.9	35	$ 49,291	3.946089	$ 12,491	$ (318,565)
36	$ 90,219	4.10393255	$ 21,984	198060.4	36	$ 49,620	4.103933	$ 12,091	$ (306,475)
37	$ 90,818	4.26808986	$ 21,278	219338.8	37	$ 49,950	4.26809	$ 11,703	$ (294,771)

38	$	91,414	4.43881345	$	20,594	239933.1	38	$	50,278	4.438813	$	11,327	$ (283,445)

PV COMPARISON AT 5% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS

NOTE PURCHASE

YEAR	Sales tax	ROR	PV	-1268000	YEAR
1	$ 69,912	1.05	$ 66,583	-1201417	1
2	$ 70,461	1.1025	$ 63,910	-1137507	2
3	$ 71,012	1.157625	$ 61,342	-1076164	3
4	$ 71,565	1.215506	$ 58,877	-1017288	4
5	$ 72,120	1.276282	$ 56,508	-960780	5
6	$ 72,678	1.340096	$ 54,234	-906546	6
7	$ 73,238	1.4071	$ 52,049	-854497	7
8	$ 73,800	1.477455	$ 49,951	-804546	8
9	$ 74,365	1.551328	$ 47,936	-756610	9
10	$ 74,931	1.628895	$ 46,001	-710608	10
11	$ 75,500	1.710339	$ 44,143	-666465	11
12	$ 76,071	1.795856	$ 42,359	-624106	12
13	$ 76,644	1.885649	$ 40,646	-583460	13
14	$ 77,219	1.979932	$ 39,001	-544459	14
15	$ 77,795	2.078928	$ 37,421	-507038	15
16	$ 78,374	2.182875	$ 35,904	-471134	16
17	$ 78,954	2.292018	$ 34,447	-436687	17
18	$ 79,536	2.406619	$ 33,049	-403638	18
19	$ 80,120	2.52695	$ 31,706	-371932	19
20	$ 80,705	2.653298	$ 30,417	-341515	20
21	$ 81,292	2.785963	$ 29,179	-312336	21
22	$ 81,880	2.925261	$ 27,991	-284345	22
23	$ 82,470	3.071524	$ 26,850	-257495	23
24	$ 83,060	3.2251	$ 25,754	-231741	24
25	$ 83,653	3.386355	$ 24,703	-207038	25
26	$ 84,246	3.555673	$ 23,693	-183345	26
27	$ 84,840	3.733456	$ 22,724	-160621	27
28	$ 85,435	3.920129	$ 21,794	-138827	28
29	$ 86,031	4.116136	$ 20,901	-117926	29
30	$ 86,628	4.321942	$ 20,044	-97882	30
31	$ 87,225	4.538039	$ 19,221	-78661	31
32	$ 87,823	4.764941	$ 18,431	-60230	32
33	$ 88,422	5.003189	$ 17,673	-42557	33
34	$ 89,020	5.253348	$ 16,945	-25612	34
35	$ 89,620	5.516015	$ 16,247	-9365	35
36	$ 90,219	5.791816	$ 15,577	6212	36
37	$ 90,818	6.081407	$ 14,934	21146	37
38	$ 91,414	6.385477	$ 14,316	35462	38

BONDS

CASH FLOW	ROR	PV		YEAR	CASH FLOW
-55000	1.05	-52381	-52381	1	-55000
-55000	1.1025	-49886.6	-102268	2	-55000
-55000	1.157625	-47511.1	-149779	3	-55000
-55000	1.215506	-45248.6	-195027	4	-55000
-55000	1.276282	-43093.9	-238121	5	-55000
-55000	1.340096	-41041.8	-279163	6	-55000
-55000	1.4071	-39087.5	-318251	7	-55000
-55000	1.477455	-37226.2	-355477	8	-55000
-55000	1.551328	-35453.5	-390930	9	-55000
-55000	1.628895	-33765.2	-424695	10	-55000
-55000	1.710339	-32157.4	-456853	11	-55000
-55000	1.795856	-30626.1	-487479	12	-55000
-55000	1.885649	-29167.7	-516647	13	-55000
-55000	1.979932	-27778.7	-544425	14	-55000
-55000	2.078928	-26455.9	-570881	15	-55000
-55000	2.182875	-25196.1	-596077	16	$ 78,374
$ 43,425	2.292018	18946.03	-577131	17	$ 78,954
$ 43,745	2.406619	18176.86	-558954	18	$ 79,536
$ 44,066	2.52695	17438.43	-541516	19	$ 80,120
$ 44,388	2.653298	16729.35	-524787	20	$ 80,705
$ 44,711	2.785963	16048.5	-508738	21	$ 81,292
$ 45,034	2.925261	15394.82	-493343	22	$ 81,880
$ 45,359	3.071524	14767.44	-478576	23	$ 82,470
$ 45,683	3.2251	14164.83	-464411	24	$ 83,060
$ 46,009	3.386355	13586.55	-450825	25	$ 83,653
$ 46,335	3.555673	13031.35	-437793	26	$ 84,246
$ 46,662	3.733456	12498.34	-425295	27	$ 84,840
$ 46,989	3.920129	11986.69	-413308	28	$ 85,435
$ 47,317	4.116136	11495.44	-401813	29	$ 86,031
$ 47,645	4.321942	11024.07	-390789	30	$ 47,645
$ 47,974	4.538039	10571.45	-380217	31	$ 47,974
$ 48,303	4.764941	10137.1	-370080	32	$ 48,303
$ 48,632	5.003189	9720.211	-360360	33	$ 48,632
$ 48,961	5.253348	9320.003	-351040	34	$ 48,961
$ 49,291	5.516015	8935.946	-342104	35	$ 49,291
$ 49,620	5.791816	8567.322	-333537	36	$ 49,620
$ 49,950	6.081407	8213.544	-325323	37	$ 49,950
$ 50,278	6.385477	7873.789	-317449	38	$ 50,278

DO NOTHING-6%

ROR	PV	
1.05	-52381	-52381
1.1025	-49886.6	-102268
1.157625	-47511.1	-149779
1.215506	-45248.6	-195027
1.276282	-43093.9	-238121
1.340096	-41041.8	-279163
1.4071	-39087.5	-318251
1.477455	-37226.2	-355477
1.551328	-35453.5	-390930
1.628895	-33765.2	-424695
1.710339	-32157.4	-456853
1.795856	-30626.1	-487479
1.885649	-29167.7	-516647
1.979932	-27778.7	-544425
2.078928	-26455.9	-570881
2.182875	35903.92	-534977
2.292018	34447.32	-500530
2.406619	33048.84	-467481
2.52695	31706.24	-435775
2.653298	30417	-405358
2.785963	29179.1	-376179
2.925261	27990.58	-348188
3.071524	26849.89	-321338
3.2251	25754.23	-295584
3.386355	24702.82	-270881
3.555673	23693.36	-247188
3.733456	22724.26	-224464
3.920129	21793.98	-202670
4.116136	20900.8	-181769
4.321942	11024.07	-170745
4.538039	10571.45	-160173
4.764941	10137.1	-150036
5.003189	9720.211	-140316
5.253348	9320.003	-130996
5.516015	8935.946	-122060
5.791816	8567.322	-113493
6.081407	8213.544	-105279
6.385477	7873.789	-97405.4

Memorandum

To: Mark Perkins, City Administrator

From: Dan Smith, Finance Director

Date: 12/16/2011

Re: Olive/Graeser TDD Financing

Last night staff met with the Finance Committee to discuss the TDD Financing. At this meeting it was requested the City staff provide a present value calculation based upon the estimated revenue stream for the project. These calculations are as follows:

1. <u>Present values calculations of the financing alternative based upon a 5% rate of return.</u>

I believe this is the most applicable projected rate of return since the interest rates for note purchase is estimated at over 5%.

The assumptions for this calculation are as follows:

a. The City contribution is projected for 16 years based upon bonds retirement in 2027.
b. The sales tax projection is based upon the Stern Brothers estimate
c. The estimate for the City's share of sales tax towards B notes after retirement of A Series Bonds is 55% (slightly high and therefore conservative)

Based upon this projection the present value on the City purchases is a positive $35,462 and the Bond proposal is a negative $-317,449.

2. <u>Present value calculation for 5% return based upon a 50% reduction in estimated sale tax annually.</u>

The assumptions were as follows:

a. 50% reduction in estimated sales tax annually
b. Full City contribution of City sales tax for 5 years based upon decreased sales tax revenues
c. The estimate for the City's share of sales tax towards B notes after retirement of A Series Bonds is 55% (slightly high and therefore conservative).

This scenario shows a <u>negative - $616,269</u> for the purchase of notes and a negative of $-708,479 for the Stern Brothers proposal. Therefore, although both scenarios are negative the note purchase is slightly better.

3. Present value calculation of 4% return based on sales tax projections.

The assumptions were the same as under the 5%.

The calculation shows a significant difference due to the interest rate on the notes being projected at the 5% + rate. The present values difference for the note purchase is a positive $239,933. The Bond purchase is a negative - $283,445. The difference will actually be less since the Bonds would actually be retired before year 38 and some sales tax money would go to the B Series notes. However, this spread will still be significantly higher than the 5%.

4. Present values calculation at 4%, with a 50% reduction sales tax annually.

Assumptions:
a. Same as the 5%

These calculations show a negative present value for the Bonds of - $769,082 and a negative for the note purchase of - $514,033. Due to the lower negative number the note purchase appears to be a better deal.

I have attempted to summarize the present value calculations attached and will be pleased to respond to any questions.

Memorandum

To: Mark Perkins, City Administrator

From: Dan Smith, Finance Director

Date: 12/16/2011

Re: Olive Graeser Financing

Attached is a chart which attempts to summarize the two financing proposal currently being considered for the Olive/Graeser TDD. It definitely appears there is an advantage to the City purchasing the A series notes based on current sales tax projections. However, with this proposal as indicated previously, there is some risk.

There are many variations of the possible note purchase. If the City Council believes the note purchase is favorable, I would suggest we delay actual purchase until we have researched some of those variations. It should be noted that if we delay the resolution for the Bond purchase it could result in Stern Brothers proposal no longer being feasible. Therefore, the City could lose that option at least temporarily.

I am also providing a separate memo with present value calculations as requested by the Finance Committee.

The Finance Committee met to discuss the proposals on the 15th. Although there was much discussion there was no recommendation. I would be pleased to respond to any questions.

PV COMPARISON AT 5% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS

	NOTE PURCHASE						BONDS		
				-1268000					
YEAR	Sales tax	ROR	PV		YEAR	CASH FLOW	ROR	PV	
1	$ 69,912	1.05	$ 66,583	-1201417	1	-55000	1.05	-52380.95	-52380.95
2	$ 70,461	1.1025	$ 63,910	-1137507	2	-55000	1.1025	-49886.62	-102267.6
3	$ 71,012	1.157625	$ 61,342	-1076164	3	-55000	1.157625	-47511.07	-149778.6
4	$ 71,565	1.215506	$ 58,877	-1017288	4	-55000	1.215506	-45248.64	-195027.3
5	$ 72,120	1.276282	$ 56,508	-960780	5	-55000	1.276282	-43093.94	-238121.2
6	$ 72,678	1.340096	$ 54,234	-906546	6	-55000	1.340096	-41041.85	-279163.1
7	$ 73,238	1.4071	$ 52,049	-854497	7	-55000	1.4071	-39087.47	-318250.5
8	$ 73,800	1.477455	$ 49,951	-804546	8	-55000	1.477455	-37226.16	-355476.7
9	$ 74,365	1.551328	$ 47,936	-756610	9	-55000	1.551328	-35453.49	-390930.2
10	$ 74,931	1.628895	$ 46,001	-710608	10	-55000	1.628895	-33765.23	-424695.4
11	$ 75,500	1.710339	$ 44,143	-666465	11	-55000	1.710339	-32157.36	-456852.8
12	$ 76,071	1.795856	$ 42,359	-624106	12	-55000	1.795856	-30626.06	-487478.8
13	$ 76,644	1.885649	$ 40,646	-583460	13	-55000	1.885649	-29167.67	-516646.5
14	$ 77,219	1.979932	$ 39,001	-544459	14	-55000	1.979932	-27778.74	-544425.3
15	$ 77,795	2.078928	$ 37,421	-507038	15	-55000	2.078928	-26455.94	-570881.2
16	$ 78,374	2.182875	$ 35,904	-471134	16	-55000	2.182875	-25196.13	-596077.3
17	$ 78,954	2.292018	$ 34,447	-436687	17	$ 43,425	2.292018	18946.03	-577131.3
18	$ 79,536	2.406619	$ 33,049	-403638	18	$ 43,745	2.406619	18176.86	-558954.4
19	$ 80,120	2.52695	$ 31,706	-371932	19	$ 44,066	2.52695	17438.43	-541516
20	$ 80,705	2.653298	$ 30,417	-341515	20	$ 44,388	2.653298	16729.35	-524786.7
21	$ 81,292	2.785963	$ 29,179	-312336	21	$ 44,711	2.785963	16048.5	-508738.2
22	$ 81,880	2.925261	$ 27,991	-284345	22	$ 45,034	2.925261	15394.82	-493343.3
23	$ 82,470	3.071524	$ 26,850	-257495	23	$ 45,359	3.071524	14767.44	-478575.9
24	$ 83,060	3.2251	$ 25,754	-231741	24	$ 45,683	3.2251	14164.83	-464411.1
25	$ 83,653	3.386355	$ 24,703	-207038	25	$ 46,009	3.386355	13586.55	-450824.5
26	$ 84,246	3.555673	$ 23,693	-183345	26	$ 46,335	3.555673	13031.35	-437793.2
27	$ 84,840	3.733456	$ 22,724	-160621	27	$ 46,662	3.733456	12498.34	-425294.8
28	$ 85,435	3.920129	$ 21,794	-138827	28	$ 46,989	3.920129	11986.69	-413308.1
29	$ 86,031	4.116136	$ 20,901	-117926	29	$ 47,317	4.116136	11495.44	-401812.7
30	$ 86,628	4.321942	$ 20,044	-97882	30	$ 47,645	4.321942	11024.07	-390788.6
31	$ 87,225	4.538039	$ 19,221	-78661	31	$ 47,974	4.538039	10571.45	-380217.2
32	$ 87,823	4.764941	$ 18,431	-60230	32	$ 48,303	4.764941	10137.1	-370080.1
33	$ 88,422	5.003189	$ 17,673	-42557	33	$ 48,632	5.003189	9720.211	-360359.9
34	$ 89,020	5.253348	$ 16,945	-25612	34	$ 48,961	5.253348	9320.003	-351039.9
35	$ 89,620	5.516015	$ 16,247	-9365	35	$ 49,291	5.516015	8935.946	-342103.9
36	$ 90,219	5.791816	$ 15,577	6212	36	$ 49,620	5.791816	8567.322	-333536.6
37	$ 90,818	6.081407	$ 14,934	21146	37	$ 49,950	6.081407	8213.544	-325323

38	$	91,414	6.385477	$	14,316	35462	38	$	50,278	6.385477	7873.789	-317449.3

PV COMPARISON AT 5% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS 50%
REDUCED SALES TAX

		BONDS					NOTE PURCHASE		
									-1268000
YEAR	CASH FLOW	ROR	PV		YEAR	CASH FLOW	ROR	PV	
1	-55000	1.05	$ (52,381)	-52380.95	1	$ 34,956	1.05	$ 33,292	-1234708
2	-55000	1.1025	$ (49,887)	-102267.6	2	$ 35,230	1.1025	$ 31,955	-1202753
3	-55000	1.157625	$ (47,511)	-149778.6	3	$ 35,506	1.157625	$ 30,671	-1172082
4	-55000	1.21550625	$ (45,249)	-195027.3	4	$ 35,783	1.215506	$ 29,438	-1142644
5	-55000	1.27628156	$ (43,094)	-238121.2	5	$ 36,060	1.276282	$ 28,254	-1114390
6	-55000	1.34009564	$ (41,042)	-279163.1	6	$ 36,339	1.340096	$ 27,117	-1087273
7	-55000	1.40710042	$ (39,087)	-318250.5	7	$ 36,619	1.4071	$ 26,025	-1061248
8	-55000	1.47745544	$ (37,226)	-355476.7	8	$ 36,900	1.477455	$ 24,975	-1036273
9	-55000	1.55132822	$ (35,453)	-390930.2	9	$ 37,183	1.551328	$ 23,968	-1012305
10	-55000	1.62889463	$ (33,765)	-424695.4	10	$ 37,466	1.628895	$ 23,001	-989304.1
11	-55000	1.71033936	$ (32,157)	-456852.8	11	$ 37,750	1.710339	$ 22,072	-967232.5
12	-55000	1.79585633	$ (30,626)	-487478.8	12	$ 38,035	1.795856	$ 21,180	-946053
13	-55000	1.88564914	$ (29,168)	-516646.5	13	$ 38,322	1.885649	$ 20,323	-925730
14	-55000	1.9799316	$ (27,779)	-544425.3	14	$ 38,609	1.979932	$ 19,500	-906229.6
15	-55000	2.07892818	$ (26,456)	-570881.2	15	$ 38,898	2.078928	$ 18,710	-887519.2
16	-55000	2.18287459	$ (25,196)	-596077.3	16	$ 39,187	2.182875	$ 17,952	-869567.2
17	-55000	2.29201832	$ (23,996)	-620073.6	17	$ 39,477	2.292018	$ 17,224	-852343.5
18	-55000	2.40661923	$ (22,854)	-642927.3	18	$ 39,768	2.406619	$ 16,524	-835819.1
19	-55000	2.5269502	$ (21,765)	-664692.6	19	$ 40,060	2.52695	$ 15,853	-819966
20	-55000	2.65329771	$ (20,729)	-685421.6	20	$ 40,353	2.653298	$ 15,209	-804757.5
21	-55000	2.78596259	$ (19,742)	-705163.4	21	$ 40,646	2.785963	$ 14,590	-790167.9
22	-55000	2.92526072	$ (18,802)	-723965.1	22	$ 40,940	2.925261	$ 13,995	-776172.7
23	-55000	3.07152376	$ (17,906)	-741871.6	23	$ 41,235	3.071524	$ 13,425	-762747.7
24	-55000	3.22509994	$ (17,054)	-758925.3	24	$ 41,530	3.2251	$ 12,877	-749870.6
25	-55000	3.38635494	$ (16,242)	-775167	25	$ 41,826	3.386355	$ 12,351	-737519.2
26	$ 23,168	3.55567269	$ 6,516	-768651.3	26	$ 42,123	3.555673	$ 11,847	-725672.5
27	$ 23,331	3.73345632	$ 6,249	-762402.1	27	$ 42,420	3.733456	$ 11,362	-714310.4
28	$ 23,495	3.92012914	$ 5,993	-756408.8	28	$ 42,718	3.920129	$ 10,897	-703413.4
29	$ 23,658	4.1161356	$ 5,748	-750661	29	$ 43,015	4.116136	$ 10,450	-692963
30	$ 23,823	4.32194238	$ 5,512	-745149	30	$ 43,314	4.321942	$ 10,022	-682941.1
31	$ 23,987	4.53803949	$ 5,286	-739863.3	31	$ 43,612	4.538039	$ 9,610	-673330.7
32	$ 24,151	4.76494147	$ 5,069	-734794.7	32	$ 43,912	4.764941	$ 9,216	-664115.1
33	$ 24,316	5.00318854	$ 4,860	-729934.6	33	$ 44,211	5.003189	$ 8,837	-655278.6
34	$ 24,481	5.25334797	$ 4,660	-725274.6	34	$ 44,510	5.253348	$ 8,473	-646805.9
35	$ 24,645	5.51601537	$ 4,468	-720806.6	35	$ 44,810	5.516015	$ 8,124	-638682.3

36	$	24,810	5.79181614	$	4,284	-716523	36	$	45,109	5.791816	$	7,788	-630893.8
37	$	24,975	6.08140694	$	4,107	-712416.2	37	$	45,409	6.081407	$	7,467	-623426.9
38	$	25,139	6.38547729	$	3,937	-708479.3	38	$	45,707	6.385477	$	7,158	-616269

PV COMPARISON AT 4% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS

NOTE PURCHASE						BONDS				
YEAR	CASH FLOW	ROR	PV		-1268000	YEAR	CASH FLOW	ROR	PV	
1	$ 69,912	1.04	$ 67,224	-1200776		1	-55000	1.04	$ (52,885)	$ (52,885)
2	$ 70,461	1.0816	$ 65,145	-1135632		2	-55000	1.0816	$ (50,851)	$ (103,735)
3	$ 71,012	1.124864	$ 63,129	-1072503		3	-55000	1.124864	$ (48,895)	$ (152,630)
4	$ 71,565	1.16985856	$ 61,174	-1011329		4	-55000	1.169859	$ (47,014)	$ (199,644)
5	$ 72,120	1.2166529	$ 59,278	-952051		5	-55000	1.216653	$ (45,206)	$ (244,850)
6	$ 72,678	1.26531902	$ 57,439	-894612.3		6	-55000	1.265319	$ (43,467)	$ (288,318)
7	$ 73,238	1.31593178	$ 55,655	-838957.3		7	-55000	1.315932	$ (41,795)	$ (330,113)
8	$ 73,800	1.36856905	$ 53,925	-785032.3		8	-55000	1.368569	$ (40,188)	$ (370,301)
9	$ 74,365	1.42331181	$ 52,248	-732784.3		9	-55000	1.423312	$ (38,642)	$ (408,943)
10	$ 74,931	1.48024428	$ 50,621	-682163.4		10	-55000	1.480244	$ (37,156)	$ (446,099)
11	$ 75,500	1.53945406	$ 49,043	-633120.1		11	-55000	1.539454	$ (35,727)	$ (481,826)
12	$ 76,071	1.60103222	$ 47,514	-585606.5		12	-55000	1.601032	$ (34,353)	$ (516,179)
13	$ 76,644	1.66507351	$ 46,030	-539576.1		13	-55000	1.665074	$ (33,032)	$ (549,211)
14	$ 77,219	1.73167645	$ 44,592	-494984.1		14	-55000	1.731676	$ (31,761)	$ (580,972)
15	$ 77,795	1.80094351	$ 43,197	-451787		15	-55000	1.800944	$ (30,540)	$ (611,511)
16	$ 78,374	1.87298125	$ 41,844	-409942.6		16	-55000	1.872981	$ (29,365)	$ (640,876)
17	$ 78,954	1.9479005	$ 40,533	-369409.8		17	$ 43,425	1.9479	$ 22,293	$ (618,583)
18	$ 79,536	2.02581652	$ 39,261	-330148.6		18	$ 43,745	2.025817	$ 21,594	$ (596,990)
19	$ 80,120	2.10684918	$ 38,028	-292120.2		19	$ 44,066	2.106849	$ 20,916	$ (576,074)
20	$ 80,705	2.19112314	$ 36,833	-255287.4		20	$ 44,388	2.191123	$ 20,258	$ (555,816)
21	$ 81,292	2.27876807	$ 35,674	-219613.8		21	$ 44,711	2.278768	$ 19,620	$ (536,195)
22	$ 81,880	2.36991879	$ 34,550	-185064.2		22	$ 45,034	2.369919	$ 19,002	$ (517,193)
23	$ 82,470	2.46471554	$ 33,460	-151603.9		23	$ 45,359	2.464716	$ 18,403	$ (498,790)
24	$ 83,060	2.56330416	$ 32,403	-119200.4		24	$ 45,683	2.563304	$ 17,822	$ (480,968)
25	$ 83,653	2.66583633	$ 31,379	-87820.94		25	$ 46,009	2.665836	$ 17,259	$ (463,709)
26	$ 84,246	2.77246978	$ 30,387	-57434.38		26	$ 46,335	2.77247	$ 16,713	$ (446,997)
27	$ 84,840	2.88336858	$ 29,424	-28010.45		27	$ 46,662	2.883369	$ 16,183	$ (430,814)
28	$ 85,435	2.99870332	$ 28,491	480.2722		28	$ 46,989	2.998703	$ 15,670	$ (415,144)
29	$ 86,031	3.11865145	$ 27,586	28066.08		29	$ 47,317	3.118651	$ 15,172	$ (399,971)
30	$ 86,628	3.24339751	$ 26,709	54775.11		30	$ 47,645	3.243398	$ 14,690	$ (385,281)
31	$ 87,225	3.37313341	$ 25,859	80633.81		31	$ 47,974	3.373133	$ 14,222	$ (371,059)
32	$ 87,823	3.50805875	$ 25,035	105668.5		32	$ 48,303	3.508059	$ 13,769	$ (357,290)
33	$ 88,422	3.6483811	$ 24,236	129904.4		33	$ 48,632	3.648381	$ 13,330	$ (343,960)
34	$ 89,020	3.79431634	$ 23,462	153365.9		34	$ 48,961	3.794316	$ 12,904	$ (331,057)
35	$ 89,620	3.94608899	$ 22,711	176076.9		35	$ 49,291	3.946089	$ 12,491	$ (318,565)
36	$ 90,219	4.10393255	$ 21,984	198060.4		36	$ 49,620	4.103933	$ 12,091	$ (306,475)
37	$ 90,818	4.26808986	$ 21,278	219338.8		37	$ 49,950	4.26809	$ 11,703	$ (294,771)

38	$	91,414	4.43881345	$ 20,594	239933.1	38	$	50,278	4.438813	$ 11,327	$ (283,445)

PV COMPARISON AT 4% RATE OF RETURN
BASED ON SALES TAX PROJECTIONS
REDUCED SALES TAX

BONDS					NOTE PURCHASE				
									-1268000
YEAR	CASH FLOW	ROR	PV		YEAR	CASH FLOW	ROR	PV	
1	-55000	1.04	$ (52,885)	-52884.62	1	$ 34,956	1.04	$ 33,612	-1234388
2	-55000	1.0816	$ (50,851)	-103735.2	2	$ 35,230	1.0816	$ 32,572	-1201816
3	-55000	1.124864	$ (48,895)	-152630	3	$ 35,506	1.124864	$ 31,565	-1170251
4	-55000	1.16985856	$ (47,014)	-199644.2	4	$ 35,783	1.169859	$ 30,587	-1139664
5	-55000	1.2166529	$ (45,206)	-244850.2	5	$ 36,060	1.216653	$ 29,639	-1110025
6	-55000	1.26531902	$ (43,467)	-288317.5	6	$ 36,339	1.265319	$ 28,719	-1081306
7	-55000	1.31593178	$ (41,795)	-330113	7	$ 36,619	1.315932	$ 27,827	-1053479
8	-55000	1.36856905	$ (40,188)	-370301	8	$ 36,900	1.368569	$ 26,963	-1026516
9	-55000	1.42331181	$ (38,642)	-408943.2	9	$ 37,183	1.423312	$ 26,124	-1000392
10	-55000	1.48024428	$ (37,156)	-446099.3	10	$ 37,466	1.480244	$ 25,310	-975081.7
11	-55000	1.53945406	$ (35,727)	-481826.2	11	$ 37,750	1.539454	$ 24,522	-950560
12	-55000	1.60103222	$ (34,353)	-516179.1	12	$ 38,035	1.601032	$ 23,757	-926803.3
13	-55000	1.66507351	$ (33,032)	-549210.6	13	$ 38,322	1.665074	$ 23,015	-903788.1
14	-55000	1.73167645	$ (31,761)	-580971.8	14	$ 38,609	1.731676	$ 22,296	-881492
15	-55000	1.80094351	$ (30,540)	-611511.3	15	$ 38,898	1.800944	$ 21,599	-859893.5
16	-55000	1.87298125	$ (29,365)	-640876.3	16	$ 39,187	1.872981	$ 20,922	-838971.3
17	-55000	1.9479005	$ (28,236)	-669111.8	17	$ 39,477	1.9479	$ 20,266	-818704.9
18	-55000	2.02581652	$ (27,150)	-696261.3	18	$ 39,768	2.025817	$ 19,631	-799074.3
19	-55000	2.10684918	$ (26,105)	-722366.7	19	$ 40,060	2.106849	$ 19,014	-780060.1
20	-55000	2.19112314	$ (25,101)	-747467.9	20	$ 40,353	2.191123	$ 18,416	-761643.7
21	-55000	2.27876807	$ (24,136)	-771603.8	21	$ 40,646	2.278768	$ 17,837	-743806.9
22	-55000	2.36991879	$ (23,208)	-794811.3	22	$ 40,940	2.369919	$ 17,275	-726532.1
23	-55000	2.46471554	$ (22,315)	-817126.3	23	$ 41,235	2.464716	$ 16,730	-709801.9
24	-55000	2.56330416	$ (21,457)	-838583	24	$ 41,530	2.563304	$ 16,202	-693600.2
25	-55000	2.66583633	$ (20,631)	-859214.4	25	$ 41,826	2.665836	$ 15,690	-677910.5
26	$ 23,168	2.77246978	$ 8,356	-850858.1	26	$ 42,123	2.77247	$ 15,193	-662717.2
27	$ 23,331	2.88336858	$ 8,092	-842766.5	27	$ 42,420	2.883369	$ 14,712	-648005.2
28	$ 23,495	2.99870332	$ 7,835	-834931.6	28	$ 42,718	2.998703	$ 14,245	-633759.9
29	$ 23,658	3.11865145	$ 7,586	-827345.5	29	$ 43,015	3.118651	$ 13,793	-619967
30	$ 23,823	3.24339751	$ 7,345	-820000.5	30	$ 43,314	3.243398	$ 13,355	-606612.4
31	$ 23,987	3.37313341	$ 7,111	-812889.3	31	$ 43,612	3.373133	$ 12,929	-593683.1
32	$ 24,151	3.50805875	$ 6,885	-806004.8	32	$ 43,912	3.508059	$ 12,517	-581165.8
33	$ 24,316	3.6483811	$ 6,665	-799339.9	33	$ 44,211	3.648381	$ 12,118	-569047.8
34	$ 24,481	3.79431634	$ 6,452	-792888	34	$ 44,510	3.794316	$ 11,731	-557317
35	$ 24,645	3.94608899	$ 6,246	-786642.5	35	$ 44,810	3.946089	$ 11,356	-545961.5
36	$ 24,810	4.10393255	$ 6,045	-780597	36	$ 45,109	4.103933	$ 10,992	-534969.8

37	$ 24,975	4.26808986	$ 5,852	-774745.5	37	$ 45,409	4.26809	$ 10,639	-524330.6
38	$ 25,139	4.43881345	$ 5,663	-769082	38	$ 45,707	4.438813	$ 10,297	-514033.4

Comparison

Financing Alternatives

Olive Graeser TDD Financing

Stern Brothers Bond Proposal	City Purchase A-Series Notes
1. Bonds Sold $1,395,000 a. $775,000 backed by annual City appropriation b. $620,000 backed by TDD sales tax	
2. Maximum maturity of Bonds 25 years	
3. Estimated maturity of Bonds a. City Share 6/01/2027 b. Sales Tax Bonds 12/01/2023	
4. City Contribution of $55,000 annually required c. Estimated maturity of 2027 $880,000 d. Maximum maturity of 2036 $1,375,000	City Purchases estimated $1,268,000 in A-Series Notes; No annual contributions required
5. City annual contributions of $55,000 become B series note	Note repaid from annual TDD sales tax proceeds less admin cost (capped at $15,000 plus 3%/yr)
6. Payment on B-series note can occur once Bonds are retired	Series A notes have priority for sales tax funds over B-series notes
7. B- Series interest received by City based upon value of City contribution plus 6% interest at time of distribution	City would propose an interest rate of 5.55 % equal to blended rate of proposed bond issue
8. It is anticipated City would receive no more than 55% of available sales tax due to balance of other B-series holders	Based on the proposed note structure, estimated the City would receive all available sales tax over the 38 year period remaining life of TDD
9. Estimated sales tax received on City B-series note based on 2027 retirement less than $1,100,000	Estimated sales tax received over 38-39 year period of notes $3,075,875
10. Sales tax received by City 2012-2027 - $0	Estimated Sales Tax received by City 2012-2027 - $1,137,227
11. Estimated sales tax received by City 2027-2050 - $1,100,000	Estimated sales tax received by City 2027-2050 - $1,938,648
12. No recovery of $880,000, and only partial interest payments resulting in effective interest rate of roughly 3%	At 5.55%, recover all but $345,000 of initial purchase – at lower interest rate, have reduced cash flow but full recovery of principal

Pros and Cons
Olive TDD Financing Proposals

Stern Brothers

Pro's

1. Guaranteed participation for no more than 25 years
2. Projected participation of 16 years
3. Avoid large upfront outlay of cash ($1,268,000) while making consistent and manageable payment of $55,000 annually

Con's

1. Less advantageous to City Financially based on sales tax projections; projections suggest that City will receive only $1.1 million in sales tax over life of TDD, versus $3,075,875 if the City were to purchase the notes
2. City does not recover any principal on its $55,000 annual contributions, whereas the City is projected to recover more than 70% of the note purchase

City Purchase of Notes

Pro's

1. No annual contribution required
2. Given a wide range of scenarios, purchase of notes is financially advantageous to city
3. City recovers more than 70% of $1,268,000 purchase of note plus 5.55% interest per year

Con's

1. Risk if sales tax falls to level that the upfront contribution of $1,268,000 is more costly than total contributions required for bonds
2. Potential public perception of higher risk to outlay of a large upfront payment
3. Loss of use of those funds for other projects

BILL NO 5175 **ORDINANCE NO 5071**

AN ORDINANCE APPROVING REVISIONS TO A TDD DISTRICT DEVELOPMENT AGREEMENT REGARDING PUBLIC IMPROVEMENTS AT THE INTERSECTION OF OLIVE BOULEVARD AND GRAESER/DAUTEL.

Whereas, pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 (the "City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property located on the north side of Olive Boulevard at the Graeser/Dautel intersection; and

Whereas, the City desires to cause a traffic signal and related public improvements to be constructed to provide public benefit and amenity to the general public as well as to the owners, users and occupants of the properties in the area; and

Whereas, the City desires to facilitate the financing of those improvements by establishing a transportation development district in accordance with State law; and

Whereas, the City accordingly approved a District Development Agreement pursuant to Ordinance No. 5062, but the parties have not yet signed that agreement; and

Whereas, the City has determined that it is necessary and appropriate to approve certain changes to that District Development Agreement; and

Whereas, all parties desiring to be heard, either for or against said proposal, 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;

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

Section 1.

The revised version of the District Development Agreement between the City of Creve Coeur, Pace-Creve Coeur Associates, LLC, and other parties, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized and directed to execute that Agreement instead of the form of agreement previously approved by Ordinance 5062 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, including but not limited to deletion of provisions relating to the First Community Credit Union and its property, should that entity decline to execute the Agreement. 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.

Section 2.

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

ADOPTED BY THE CITY COUNCIL THIS 8 DAY OF December, 2008.

Elizabeth C. Kistner

ELIZABETH KISTNER
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS 8 DAY OF December, 2008.

HAROLD DIELMANN, MAYOR

ATTEST:

Deborah Ryan

DEBORAH RYAN, MRCC
CITY CLERK

DISTRICT DEVELOPMENT AGREEMENT

THIS DISTRICT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 31st day of August, 2009, by and among the **CITY OF CREVE COEUR, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "City"), **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company ("Developer"), **CREVE COEUR REAL ESTATE VENTURE IV, LLC**, a Missouri limited liability company ("Wolff"), **FORSYTH INVESTMENTS LLC**, a Missouri limited liability company ("Stern"), the **FIRST COMMUNITY CREDIT UNION**, a Missouri credit union f/k/a Monsanto Credit Union ("Credit Union"), **ADKINS FARMS, INC.**, an Illinois corporation, **D HUTKIN FAMILY INVESTORS, LLC**, a Missouri limited liability company, **ORA PROPERTIES, LLC**, an Illinois limited liability company, and **10923 OLIVE PARTNERS, L.L.C.**, a Missouri limited liability company (Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC, and 10923 Olive Partners, L.L.C. shall be collectively referred to herein as "Hutkin") and, following its formation and ratification of this Agreement, the **OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT** (the "TDD").

RECITALS

A. Pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 ("City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property legally described on **Exhibit A** attached hereto and incorporated herein by this reference, which is or will be owned by the Developer (the "Developer Property"), which includes property that may be transferred to Wolff contemporaneously with the execution of this Agreement as noted on Exhibit A that will thereafter be part of the Wolff Property as hereinafter defined;

B. Wolff owns the property described on **Exhibit A-1** attached hereto and incorporated herein by this reference and may acquire additional property as noted above (the "Wolff Property");

C. Stern owns the property described on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "Stern Property");

D. Hutkin owns the property described on **Exhibit A-3** attached hereto and incorporated herein by this reference (the "Hutkin Property");

E. Credit Union owns the property described on **Exhibit A-4** attached hereto and incorporated herein by this reference (the "Credit Union Property");

F. The Parties (as hereinafter defined) desire to cause certain Infrastructure Improvements (as hereinafter defined) to be constructed which the Parties acknowledge provide public benefit and amenity to the general public as well as to the owners, users and occupants of the Developer Property, the Wolff Property, the Stern Property, the Credit Union Property and the Hutkin Property;

G. The Parties desire to facilitate the financing of the Infrastructure Improvements by establishing a transportation development district in accordance with the TDD Act to levy a TDD Sales Tax and issue TDD Obligations (all as hereinafter defined); and

H. Accordingly, the City Council of the City, pursuant to Ordinances No. 5062, 5071, and 5082, has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto each agree as follows:

ARTICLE I
GENERAL

1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Annual Pledge Limit" shall mean the maximum annual amount of the City Pledged Funds, which shall equal $55,000 per fiscal year, starting the earlier of the date of TDD Bond Issuance or 180 days after Substantial Completion.

"Annual TDD Administrative Cost" shall mean the maximum amount that the TDD Administrative Account shall be funded in each fiscal year, throughout the life of the TDD, which shall equal $15,000 in the first fiscal year and shall increase by three percent (3%) each year.

"Bond Counsel" shall mean such attorney or firm of attorneys having recognized standing in the field of tax-exempt public financing acceptable to the City and hired by the TDD Board of Directors.

"Certificate of Reimbursable Costs" shall mean a certificate identifying TDD Eligible Costs to be reimbursed, in the form of **Exhibit B,** attached hereto and incorporated herein by this reference.

"City Pledged Funds" shall mean amounts pledged by the City to be deposited as needed into the TDD Debt Service Fund or otherwise expended as provided in Section 3.8 of this Agreement.

"City Ordinances" shall mean City Ordinances Nos. 5051, 5052, and 5053.

"Costs of Issuance" shall mean those fees and expenses incurred or to be incurred by the TDD, which are associated with the issuance of the TDD Obligations.

"Infrastructure Improvements" shall mean those categories and items of public improvements listed and described in **Exhibit C,** which qualify as improvements that may be paid for, directly or by means of reimbursement, with the TDD Revenues, pursuant to the TDD Act. Improvements and right of way regarding the realignment of Dautel Road shall not qualify as "Infrastructure Improvements" except as otherwise provided in Section 3.5 regarding contributions by the City and St. Louis County and the $68,000 amount allowed in Exhibit C, item (iii).

"MHTC" shall mean the Missouri Highways and Transportation Commission.

"Maximum Reimbursement Amount" shall mean $1,250,000.

"Parties" shall mean the Developer, Wolff, Stern, Credit Union, Hutkin and the City and, upon its due formation and ratification of this Agreement, the TDD. Any one of the Parties may be referred to as a "Party".

"Prime Rate" means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal,* currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

"Redevelopment Project" shall mean the project as approximately shown on the Site Development Plan as approved by the City in accordance with the City Ordinances.

"Site Development Plan" shall mean the Site Development Plan approved by the City Ordinances, including any approved amendments.

"Substantial Completion" shall mean the date that the traffic signal, which is part of the Infrastructure Improvements, is activated pursuant to MHTC approval.

"TDD" shall mean the Olive/Graeser Transportation Development District, to be established pursuant to the TDD Act and this Agreement, the boundaries of which shall be as legally described in **Exhibit A-5**, subject to addition of other properties pursuant to the TDD Act with the consent of the City.

"TDD Act" shall mean the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

"TDD Administrative Costs" shall mean the costs of maintaining the TDD's existence and making appropriate filings, administering its operations, and ultimate dissolution of the TDD.

"TDD Administrative Account" shall mean an account established within the TDD Fund from which TDD Administrative Costs shall be paid. If the TDD Board of Directors in its discretion determines that the balance of the TDD Administrative Account exceeds the amount required to pay TDD Administrative Costs (taking into account future annual allocations), it may transfer monies from such Account into other accounts of the TDD Fund as it deems appropriate.

"TDD Board of Directors" shall mean the board of directors of the TDD duly elected as set forth in the TDD Act and this Agreement.

"TDD Bonds" shall mean the bonds issued by the TDD to refund the TDD Notes and which are secured by and repayable from the TDD Sales Tax.

"TDD Debt Service Fund" shall mean one or more accounts or sub-accounts established within the TDD Fund as may be necessary or convenient to fund the repayment of the TDD Obligations in accordance with this Agreement.

"TDD Eligible Cost(s)" shall mean any cost or costs that are payable pursuant to this Agreement and that may be reimbursed by or paid for by the TDD, either directly or by means of repayment of the TDD Obligations, from the TDD Sales Tax, pursuant to the TDD Act or other applicable law.

"TDD Fund" shall mean the account or fund established with the Trustee into which TDD Revenues and proceeds of TDD Obligations shall be deposited, and which shall contain the TDD Administrative Account, the TDD Project Account, and the TDD Debt Service Fund.

"TDD Notes" shall mean the Series A Notes and the Series B Notes to be issued by the TDD in accordance with Article III hereof.

"TDD Obligations" shall mean the TDD Notes and TDD Bonds or other obligations issued singly or in a series, to refund the TDD Notes.

"TDD Petition" shall mean the unanimous petition of all owners of real property within the TDD requesting the establishment of the TDD.

"TDD Project Account" shall mean an account within the TDD Fund into which the proceeds of the TDD Obligations are deposited.

"TDD Revenues" shall mean all revenues received by the TDD from the TDD Sales Tax (less one percent (1%) for collection costs and not including any amounts paid under protest until such protest is resolved or abandoned) and from the City Pledged Funds, as well as any contributions to the TDD including pursuant to section 2.8.

"TDD Sales Tax" shall mean a sales tax of one percent (1.0%) imposed upon taxable sales within the TDD in accordance with the TDD Act and this Agreement.

"Trustee" shall mean the trustee under indentures entered into by the TDD in connection with the issuance of the TDD Obligations and responsible for the TDD Fund.

1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

ARTICLE II
TRANSPORTATION DEVELOPMENT DISTRICT

2.1 Formation. Promptly following the Developer acquiring title to all of the Developer Property and closing on a construction loan to fund the construction of the Infrastructure Improvements, Developer, Wolff, Stern, Credit Union, and Hutkin shall execute and file the TDD Petition with the Circuit Court of St. Louis County, Missouri. The Parties shall diligently (i) prosecute and advocate the TDD Petition in order to obtain prompt court approval and the establishment of the TDD, subject to this Agreement as it may be amended, and (ii) upon formation of the TDD, conduct the first election of members of the TDD Board of Directors in accordance with the TDD Act and this Agreement. Developer shall pay all costs and expenses, including attorneys' fees, reasonably incurred by Wolff, Stern, Credit Union, and Hutkin in fulfilling obligations under this Section 2.1, up to a maximum of $1,500.00 for each of Wolff, Stern, Credit Union, and Hutkin. Such other Parties agree to minimize such costs and expenses.

2.2 TDD Sales Tax. At the first meeting of the TDD Board of Directors, the TDD shall ratify this Agreement and shall adopt a resolution to impose the TDD Sales Tax in the amount of one percent (1.0%) on the receipts from the taxable sales at retail of all tangible personal property or services within the TDD and shall promptly thereafter submit the matter of imposing the TDD Sales Tax to the "qualified voters" (as that term is used and defined in the TDD Act) of the TDD. The Developer, Wolff, Stern, Credit Union, and Hutkin, to the extent permitted by law, and subject to this Agreement, agree to affirmatively vote for the imposition of the TDD Sales Tax for up to forty (40) years as permitted by the TDD Act and shall return a unanimous ballot by verified petition pursuant to Section 238.216.1(3) RSMo. in favor of imposing the TDD Sales Tax to the TDD within five (5) days of receipt and, upon such receipt, the TDD shall impose the TDD Sales Tax in compliance with all applicable requirements of the TDD Act. The TDD Sales Tax authorized by the TDD Board of Directors' resolution and the approval of the qualified voters shall be collected the first day of the month immediately following approval of the TDD Sales Tax by the qualified voters. The TDD shall maintain the levy of the TDD Sales Tax at not less than one percent (1.0%) so long as the TDD is obligated to issue TDD Notes under this Agreement or any TDD Obligations are outstanding. The TDD Sales Tax shall be collected, collection costs of one percent (1%) of such collected taxes shall be paid, and the net collections shall be applied and used as set forth in Section 3.6 below. After all TDD Notes contemplated by this Agreement have been issued and all TDD

Obligations have subsequently been repaid in full, the Board of Directors shall take such actions as may be necessary to repeal the TDD Sales Tax and to cause the TDD to be dissolved.

2.3 Designation of Agent for Construction of Infrastructure Improvements; Advance of Funds; No Median Extension.

(a) The TDD, with respect to the Infrastructure Improvements, shall designate the Developer as its agent for the purpose of completing those Infrastructure Improvements identified on **Exhibit C**.

(b) The Developer agrees to advance all costs of design and construction of the Infrastructure Improvements. All such funds so advanced shall be subject to reimbursement solely from the TDD Notes and TDD Debt Service Fund, as provided for in this Agreement.

(c) The Developer agrees to comply with all laws applicable to the TDD with respect to construction of the Infrastructure Improvements, including but not limited to Section 107.170 RSMo and laws related to prevailing wages and competitive bidding.

(d) The Parties understand that MHTC does not intend to require the Olive Boulevard median to be installed any farther east than the eastern edge of the Developer Property. The Parties will not seek, and will advocate against, any eastern extension of the median beyond that point.

2.4 Construction Contracts; Inspections. In constructing or causing the construction of the Infrastructure Improvements, the Developer may enter into one or more construction contracts. The work of completing the Infrastructure Improvements may be included within one or more overall construction contracts entered into with respect to the Redevelopment Project. The Developer shall be responsible for obtaining all applicable governmental approvals, at its sole cost and expense subject to reimbursement as provided herein. The Developer shall diligently pursue completion of the Infrastructure Improvements, construction shall start no later than the earlier of one year after the commencement of collection of the TDD Sales Tax or August 1, 2010 and Substantial Completion shall occur by January 1, 2011. The Parties acknowledge that the community desires to minimize the amount of time that elapses between the opening to traffic of the realignment of Dautel that is part of the Redevelopment Project and completion of the Infrastructure Improvements under this Agreement and agree to exert reasonable efforts to prevent that amount of time from exceeding 60 days.

2.5 Insurance. The Developer shall maintain during construction of the Infrastructure Improvements and shall ensure that any of the contractors and subcontractors engaged by the Developer to undertake construction of any portion of the Infrastructure Improvement shall maintain: (a) comprehensive general liability insurance with limits of not less than $2,000,000 combined, per occurrence, (b) workers' compensation insurance in accordance with statutory requirements (c) professional liability insurance for any engineer or architect providing services in connection with the Infrastructure Improvement with limits of not less than $2,000,000 per occurrence, and (d) adequate flood insurance (if the Infrastructure Improvement or any portion thereof are determined to be located in a flood hazard area), all with such insurance companies as are reasonably acceptable to the TDD. All policies of liability insurance maintained hereunder shall name the TDD and the Parties and their respective officials, officers, directors, employees, and agents as additional primary insured parties. All policies of insurance maintained hereunder shall contain a clause providing that such policies may not be cancelled or reduced in coverage without thirty (30) days prior written notice to the Parties, the TDD and the Trustee. Prior to the commencement of any work with respect to an Infrastructure Improvement, and at any other time upon reasonable request, the Developer shall deliver to the Parties and the TDD evidence of all insurance to be maintained hereunder.

2.6 TDD Sales Tax Collection.

(a) Once the TDD Sales Tax goes into effect, the TDD agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax or to provide for the performance of such functions by third parties. The TDD Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The TDD shall, on a monthly basis, retain one percent (1%) of amounts collected to cover collection costs and deposit the remaining TDD Sales Tax moneys with the Trustee for deposit into the TDD Fund. To assist the TDD in collecting the TDD Sales Tax, the Developer with respect to the Developer Property, Wolff with respect to the Wolff Property, Stern with respect to the Stern Property, Credit Union with respect to the Credit Union Property and Hutkin with respect to the Hutkin Property shall obligate all retail businesses operating on their respective property to complete and deliver to the TDD a business registration in the form attached hereto as **Exhibit E.** All Parties shall exert best efforts to cause all retailers subject to the TDD Sales Tax to promptly charge, report and pay such tax. Further, all Parties represent and warrant that they intend to exert reasonable efforts to cause real property subject to this Agreement to be occupied by businesses that will generate TDD Sales Tax, all other economic terms and conditions being equal. All Parties acknowledge that the Developer currently intends to lease the Developer Property to Walgreens.

(b) The TDD shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the TDD's inability to collect the TDD Sales Tax in a timely manner as provided for in the Missouri state sales tax law. If the Missouri Department of Revenue notifies the TDD that it refuses to undertake enforcement of the TDD Sales Tax, the TDD shall promptly initiate an action to enforce collection, but only on the following conditions:

(i) If the TDD Board of Directors determines that the cost of such enforcement action is reasonably likely to be less than two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may proceed to enforce collection of the TDD Sales Tax, but shall nevertheless be entitled to reimbursement for any collection costs in excess of one percent (1%) of the revenues sought to be collected by billing the TDD for such amount as TDD Administrative Costs; or

(ii) If the TDD Board of Directors determines that the cost of such enforcement action may reasonably exceed two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may seek an advance of funds to support any such enforcement action, in the form of money loaned by Developer or another third party, which may be subsequently reimbursed to Developer or such other third party (with interest at a rate not to exceed the cost of funds borrowed) from TDD Revenues. Notwithstanding anything to the contrary in this Agreement, the TDD shall not undertake any enforcement action if the cost of such enforcement is, in the opinion of the TDD Board of Directors, unreasonably high relative to the amount of revenues sought to be collected.

(c) The TDD shall keep accurate records of the amount of TDD Revenues collected and such records shall be open to the inspection of officers of the TDD and the general public, subject to Section 32.057 of the Revised Statutes of Missouri.

2.7 Conditions to the Effectiveness of this Agreement. The obligations of the Parties hereunder are conditioned upon and shall not become effective until the Developer has acquired title to the Developer Property and delivers to the City written notice (the "Construction Notice") that Developer has closed on a construction loan as necessary to construct the Infrastructure Improvements. Other than the obligations of the Developer as set forth in section 4.12, the obligations of the Parties hereunder shall cease if the TDD is not formed by November 15, 2009 for reasons beyond the control of the Parties.

2.8 Rights to Withdraw.

(a) At any time after establishment of the TDD and TDD Board of Directors, Wolff may pay the one time sum of $350,000.00 to the TDD for deposit into the TDD Fund as TDD Revenues, and withdraw the Wolff Property from the TDD. Upon such withdrawal, the TDD Sales Tax shall not apply to the Wolff Property, Wolff shall cease to be a Party to this Agreement, and Wolff shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Wolff Property.

(b) On or after such time that TDD Sales Taxes collected from businesses located on the Hutkin Property can no longer be used to repay TDD Obligations as provided in Section 3.6, Hutkin, by written notice to the TDD, may withdraw the Hutkin Property from the TDD. The TDD shall promptly notify Hutkin upon the TDD Bonds being reduced to an amount equal to the Series B Notes plus interest accrued on such notes. Upon such withdrawal, the TDD Sales Tax shall not apply to the Hutkin Property, Hutkin shall cease to be a Party to this Agreement, and Hutkin shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Hutkin Property.

(c) During the first year after execution of this Agreement by all Parties (but notwithstanding that time period, in no event after issuance of TDD Bonds), Credit Union by written notice to the TDD may withdraw the Credit Union Property from the TDD if it has submitted an application to rezone the eastern parcel of the Credit Union Property from residential to commercial zoning and the City has not approved that application. Upon such withdrawal, the TDD Sales Tax shall not apply to the Credit Union Property, Credit Union shall cease to be a Party to this Agreement, and Credit Union shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Credit Union Property.

2.9 Estimates. Prior to the execution of this Agreement, the Developer has provided construction estimates for the Infrastructure Improvements reasonably satisfactory to all the Parties.

2.10 Limitation of Infrastructure Improvements. Hutkin, Stern, the Credit Union, and Wolff and their respective properties, and the City, shall not be required to pay, be obligated with respect to, or otherwise be subject to, any increase or other material modification in the scope, size, or description of the Infrastructure Improvements or with respect to any additional transportation development district projects of Developer or its affiliates unless all of Hutkin, Stern, the Credit Union, and Wolff, and the City, authorize, approve, or otherwise consent thereto in writing.

2.11 No Change in TDD Boundaries. Except as expressly permitted herein, the TDD boundaries shall not be materially reduced nor shall any material portion of any property in the TDD be released or removed from the TDD without the prior written consent of all the Parties.

2.12 Hutkin Parking Spaces. Notwithstanding anything herein to the contrary, the agreements of Hutkin herein are expressly conditioned upon Hutkin's receipt of all necessary or required final written approvals, including, without limitation, variances from the City in form and substance reasonably satisfactory to Hutkin, for the relocation within the Hutkin Property of three (3) parking spaces lost on the Hutkin Property due to construction and completion of the cross access described in Section 3.15 of this Agreement. The TDD and the Developer agree not to contest such application by Hutkin, and the City agrees to use good faith efforts to cause such application to be addressed expeditiously, subject to its ordinances and regulations, including recommendations of its planning department. The other Parties hereby acknowledge and agree that Hutkin shall not be required to participate in the execution and filing of the TDD Petition nor shall the Hutkin Property be subject to the TDD tax, unless the City grants the foregoing approvals and the Developer records the subdivision plat described in Section 3.15 of this Agreement prior to November 15, 2009. In the event Hutkin does not participate in the execution and filing of the TDD Petition, unless all other Parties agree otherwise this Agreement shall be null and void.

2.13 Granting Rights of Way and Other Easements. Each Party acknowledges and agrees that certain rights of way, easements, and/or other agreements (temporary and permanent) may be required to be granted to the TDD and its agents, successors, and assigns in connection with the construction and completion of the Infrastructure Improvements, without compensation. Each Party agrees to grant such rights of way and easements and enter into such agreements after reasonable request, provided that any such right of way, easements, or agreements will not (i) unreasonably or materially interfere with the normal or customary (for such businesses operating on each Party's property) access, use, parking, and operation of the affected property; or (ii) impose a greater burden on such property than which currently exists. Notwithstanding anything to the contrary contained herein, neither the TDD, the Developer, nor any of their agents or assigns shall park or store materials or equipment on any Party's property without such Party's prior approval and consent.

ARTICLE III
TDD OBLIGATIONS

3.1 Reimbursement of Costs. The TDD agrees to reimburse the Developer for the costs incurred in connection with completing the Infrastructure Improvements, and the City and St. Louis County as provided in Section 3.5, by the issuance of TDD Notes, in such series, amounts and under the terms further provided for herein. The Developer shall advance the cost of issuing the TDD Notes and such advance payment shall be included in the amount of the TDD Notes issued to the Developer. Nothing in this Agreement shall obligate the TDD to issue or further endorse TDD Notes for any cost that is not a TDD Eligible Cost. The City shall be notified of all applications for issuance of TDD Notes and shall be afforded a reasonable opportunity to express any objections prior to issuance. If Bond Counsel determines that any cost identified in the Developer's application for payment is not a TDD Eligible Cost, the TDD shall cause Bond Counsel to so notify the Developer in writing whereupon Developer shall have the right to identify and substitute other costs as TDD Eligible Costs with a supplemental application for payment. The TDD Notes shall be issued through a trust indenture with the Trustee.

3.2 Limited Obligations. Notwithstanding any other term or provision of this Agreement, TDD Notes issued by the TDD shall be payable from the TDD Revenues deposited into the TDD Debt Service Fund and not from any other source.

3.3 Cooperation in the Issuance of TDD Bonds. The Parties covenant to cooperate and take all reasonable actions necessary to assist each other, Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell TDD Bonds. A Party will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to a Party, but upon the execution of a confidentiality agreement acceptable to a Party, a Party will provide such information to the TDD's financial advisors, underwriters and legal counsel to enable such parties to satisfy their due diligence obligations. In no event shall any Party be required to disclose any information with respect to any tenant, licensee, or occupant of such Party's property, the terms of the Party's agreement with any such tenant, licensee, or occupant, or any related information except as may be necessary to collect the TDD Sales Tax. Notwithstanding the foregoing, no Party shall be obligated to disclose any information that is subject to a confidentiality agreement or similar restriction or the disclosure of which is prohibited by law.

3.4 No Other Bonds or Uses of Revenues; No Further Taxes or Assessments. The TDD shall not issue any other indebtedness or obligations secured by the TDD Revenues generated or to be generated from the TDD other than the TDD Obligations provided for under this Agreement. The TDD shall impose no other tax, assessment, toll, charge, or obligation whatsoever without the prior written consent of all the Parties and otherwise in accordance with the TDD Act. The Parties acknowledge that the TDD Sales Tax is at the maximum rate currently permitted by the TDD Act. The TDD shall not impose any increase in the TDD Sales Tax, even in the event the TDD Act is amended to allow a higher maximum rate, without the prior written consent of all the Parties and otherwise in accordance with the TDD Act.

3.5 TDD Notes. Subject to the requirements of this Agreement, the TDD shall issue the TDD Notes as provided herein. The term of the TDD Notes shall be 40 years.

(a) The TDD shall issue TDD Notes to the Developer in minimum increments of $250,000 (other than the last such note to be issued) and in a total amount not to exceed the Maximum Reimbursement Amount ("Series A Notes") to reimburse the Developer for TDD Eligible Costs incurred by the Developer. The Series A Notes shall bear interest at a fixed rate per annum ("Series A Rate") equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series A Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series A Notes exceed 10%. If (a) the Developer has complied with its obligations under Section 3.7 hereof, and (b) the TDD does not, within 360 days following Substantial Completion of the Infrastructure Improvements, issue TDD Bonds, then commencing on the date which is 360 days following Substantial Completion for the Infrastructure Improvements, the Series A Rate shall be increased by 2.00% from such date until the date that the refunding TDD Bonds are issued; provided, in no event shall the interest rate on the Series A Notes exceed 10%. If interest payments on the Series A Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(b) If the TDD Eligible Costs incurred by Developer to complete the Infrastructure Improvements exceed the Maximum Reimbursement Amount, subject to the requirements of this Agreement, the TDD shall issue notes to Developer in the amount of such excess costs ("Series B Notes") in minimum increments of $250,000 (other than the last such note to be issued). The Series B Notes shall bear interest at a fixed rate per annum equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series B Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series B Notes exceed 10%. The Series B Notes shall be subordinate to the Series A Notes. If interest payments on the Series B Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(c) If the City pledges the City Pledged Funds pursuant to Section 3.8 hereof and the City is subsequently required to deposit any City Pledged Funds into the TDD Debt Service Fund, subject to the requirements of this Agreement, the TDD shall issue notes to the City in the amount of the Pledged Funds deposited by it into the TDD Debt Service Fund, which shall also constitute Series B Notes. Additionally, if the City and/or St. Louis County provide funds to pay or repay a portion of the costs of realigning Dautel as shown in the Site Development Plan (including payments made directly to the

Developer), such payments shall constitute payments toward the Infrastructure Improvements, and the TDD shall issue notes to the City and/or County, respectively, in the amount of such funds as separate Series B Notes. St. Louis County is expressly designated a third party beneficiary of this provision and shall have the same rights as the City to enforce this provision and all provisions related to the repayment of such Series B Notes including the provisions in paragraph 3.5(b) pertaining to payment of interest thereon.

3.6 Issuance of TDD Notes; Application of TDD Revenues. The TDD Notes shall be issued to reimburse the Developer for the costs incurred in completing the Infrastructure Improvements that the Developer is responsible for completing under this Agreement and to make reimbursements for other contributions as provided in Section 3.5. The TDD hereby pledges the TDD Revenues required to be deposited into the TDD Debt Service Fund, to the repayment of TDD Obligations. TDD Revenues required to be deposited into the TDD Debt Service Fund shall be applied as follows:

First, to the payment of any arbitrage rebate due and payable with respect to any of the TDD Obligations;

Second, to the payment of any costs of the Trustee or other administrative costs payable under the terms of any indenture entered into with respect to TDD Obligations;

Third, to the payment of the TDD Administrative Costs; and

Fourth, to the payment of interest and/or principal of the TDD Notes, or the allocable portion of any TDD Obligations issued to refund the same, as such interest and principal becomes due or payable. No payments shall be made on Series B Notes (other than from available proceeds of TDD Bonds if Series A Notes are paid in full) until the TDD Bonds and Series A Notes are paid in full. No payments shall be made on Series A Notes (other than from available proceeds of TDD Bonds) until the TDD Bonds are paid in full.

Payments on Series B Notes shall be made pro rata among all holders of such Notes.

Notwithstanding the foregoing, TDD Sales Taxes collected from businesses on the Hutkin Property shall be separately accounted for and shall not be pledged to or used to repay the separate Series B Notes issued to the City or St. Louis County under Section 3.5(c) for contributions toward the Dautel realignment or, to the extent the TDD Bonds proceeds refund such separate Series B Notes, to repay the TDD Bonds once the balance due on the TDD Bonds has been reduced to the amount of such refunding plus interest accrued on such amount.

3.7 Conditions Precedent to Issuance of TDD Notes.

(a) The TDD shall issue the Series A Notes and/or Series B Notes to Developer within thirty (30) days following the submission by the Developer, and the approval by the TDD, of a Certificate of Reimbursable Costs identifying TDD Eligible Costs incurred and paid for with respect to the Infrastructure Improvements for which the Developer is responsible under this Agreement.

(b) The TDD shall issue the Series B Notes to the appropriate entities within thirty (30) days following the submission by such entities, and approval of the TDD, of deposit certificates issued by the Trustee confirming the amount deposited into the TDD Debt Service Fund or other satisfactory documentation of amounts contributed towards Infrastructure Improvements as provided in this Agreement.

(c) Upon issuance by the Trustee of TDD Notes as provided in this Section, the TDD shall be deemed to have fulfilled its reimbursement obligations hereunder.

(d) TDD Notes shall be dated as of the date of a complete submittal of the required information, and interest shall begin to accrue as of that date.

3.8 TDD Bonds.

(a) At the earliest practical time after Substantial Completion of the Infrastructure Improvements, and in any event not less than 90 days thereafter, the TDD shall use its best efforts to issue or cause to be issued TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes and to cover Costs of Issuance, debt service reserve, capitalized interest, and reasonable underwriter discount. If it is not practicable to issue TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes (and Cost of Issuance, debt service reserve, capitalized interest and reasonable underwriter discount), then TDD Bonds shall be issued in the maximum amount practicable, which may result in issuance of TDD Bonds that only refund all or part of the Series A Notes. If the TDD Bonds cannot otherwise be issued in an amount sufficient to refund all of the outstanding Series A Notes (after payment of Costs of Issuance, and related costs as described above), the City agrees to pledge funds as TDD Revenues from the City's general revenues, subject to annual appropriations, as necessary to issue the TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes. Notwithstanding the foregoing, the City will not be required to pledge funds from the City's general revenues in excess of the Annual Pledge Limit. Notwithstanding such pledge, the City shall not be obligated to deposit any City Pledged Funds into the TDD Debt Service Fund except to the extent that other TDD Revenues are actually insufficient to meet repayment obligations for the TDD Bonds as and when they come due; provided, however, in the event the TDD Bonds are not issued within 180 days after Substantial Completion, or are issued but not in the full amount of the Series A Notes: (1) then to the extent the City is not required to deposit the full amount of the Annual Pledge Limit for City Pledged Funds in any particular year to meet repayment obligations for the TDD Bonds the City shall purchase portions of issued and remaining Series A Notes from the holder in the amount of the remaining balance of the Annual Pledge Limit for that year (such purchase shall be allocated between interest and principal due on the Series A Notes based upon a 25 year amortization) and the City agrees that its Series A Notes so acquired shall be subordinate to other Series A Notes and subject to repayment only after all other Series A Notes have been paid; (2) the City shall have the option to purchase all Series A Notes that remain outstanding at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment (and in any event, prior to TDD Bond issuance the City shall have the option to purchase all Series A Notes at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment); and (3) all Series A Notes shall at the time of issuance expressly acknowledge and be subject to the City's rights under the foregoing items (1) and (2). The City shall make such deposits and purchases when required immediately upon demand, as pledged. The City agrees to cause the officer of the City at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City for each fiscal year that the TDD Obligations are outstanding a request for an appropriation to meet the foregoing obligations. If, within 30 days after the end of the City's fiscal year, the City Council fails to adopt a budget, the Parties agree that the City shall be deemed to have adopted a budget that provides for an appropriation to the TDD Debt Service Fund in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

(b) If the TDD Bonds issued pursuant to Section 3.8(a) are not sufficient to refund the entire amount of the Series A Notes and the Series B Notes, the TDD shall subsequently endeavor to re-issue TDD Bonds or issue additional TDD Bonds in order to refund the amounts due under the Series

A Notes and the Series B Notes; provided that the market conditions for such reissuance or additional issuance are such that the payment terms of the TDD Bonds are sufficiently favorable that a reasonably prudent financial officer of a similarly situated city would undertake such reissuance or additional issuance.

(c) TDD Bonds may have a term up to the maximum of 40 years as allowed by law. The TDD shall exert good faith efforts to structure the TDD Bonds to minimize the need for the City Pledged Funds. The terms and conditions of any TDD Bond issuance must be approved by the City. Additionally, the City must approve any bond issuance with a term less than 25 years, any issuance for less than the full amount of the Series A Notes, and/or any bond reissuance, which approval shall not be unreasonably withheld. Absent such approval, when required, the City shall not be obligated to provide the City Pledged Funds as to such unapproved bond issuance.

3.9 Pledge of TDD Revenues. The TDD shall, subject to annual appropriation and Section 3.6 hereof, pledge all TDD Revenues in the TDD Debt Service Fund account to repayment of the TDD Obligations in accordance with this Agreement. The TDD Obligations shall be the exclusive responsibility of the TDD, and not the other Parties hereto, payable solely out of TDD funds and property as provided by the TDD Act and shall not constitute a debt or liability or general obligation of the City, the State of Missouri or any agency or political subdivision thereof, or any other Party besides the TDD.

3.10 Covenant to Request Annual Appropriation. The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year that the TDD Obligations are outstanding a request for an appropriation of TDD Revenues attributable to the TDD Sales Tax for application to the payment of TDD Obligations in accordance with this Agreement. If, within 30 days after the end of the TDD's fiscal year, the TDD's Board of Directors fails to adopt a budget, the Parties agree that the TDD shall be deemed to have adopted a budget that provides for application of the TDD Revenues attributable to the TDD Sales Tax collected in such fiscal year in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

3.11 Repeal of Sales Tax. As long as the TDD Obligations are outstanding, the TDD shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the TDD's ability to repay the TDD Obligations. Upon satisfaction in full of the TDD Obligations, the TDD shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax.

3.12 Abolishment of the TDD. Upon satisfaction in full or expiration of the term of the TDD Obligations and expiration or notice of repeal of the TDD Sales Tax, the TDD's Board of Directors shall immediately implement the procedures for abolishment of the TDD. Any TDD Revenues remaining after the final payment of TDD Administrative Costs shall be retained in a segregated account until such time as the TDD is abolished and the TDD's Board of Directors has provided for the transfer of any remaining TDD Revenues in the manner provided by the TDD Act.

3.13 Governance of the TDD. The TDD Petition shall provide that TDD Board shall consist of nine (9) members to be elected pursuant to the TDD Act. Until the Series A Notes are paid in full (or to the extent they are not yet paid in full but are owned solely by the City), the TDD Board shall consist of five members designated by Developer, two (2) members designated by the City and two (2) members designated by a majority vote of Wolff, Stern, Credit Union, and Hutkin. Once the Series A Notes are paid in full or owned solely by the City, the TDD Board shall consist of nine (9) members, with two (2) members designated by the City, one member designated by St. Louis County, two (2) members designated by Developer and four (4) members designated one (1) each by respective vote of Wolff, Stern, Credit Union and Hutkin (and in the event of withdrawal by Wolff and/or Hutkin pursuant to Section 2.8, their right to designate a member shall transfer to the remaining Parties who shall make such designation by majority vote). The Parties agree to provide their proxies to the City, which shall appoint the board members consistent with these requirements by vote of the City Council. The Parties further agree to exert best efforts to secure resignations and replacements of board members to the extent necessary to fulfill the foregoing requirements.

The TDD shall authorize and procure directors' and officers' insurance for the TDD at the first meeting of the TDD Board of Directors in an amount not less than Three Million and 00/100 Dollars ($3,000,000.00) and the cost thereof shall be included as an Annual TDD Administrative Cost and TDD Eligible Cost for purposes of this Agreement.

3.14 TDD Counsel. Legal counsel for the TDD shall be Jenkins & Kling, P.C. ("J&K"), unless subsequently changed by action of the TDD Board of Directors. Each of the Parties hereby acknowledges and agrees that J&K regularly represents Hutkin and its affiliates and has represented Hutkin, but not any of the other Parties, with respect to the negotiation of this Agreement with the Developer. The Parties, after having the opportunity to consult with their own or independent counsel, hereby waive any conflict in this regard and consent to J&K's representation of the TDD.

3.15 Cross Access Cooperation. The TDD and the Developer shall, upon commencement of construction of the Infrastructure Improvements, cause all necessary improvements on the Developer Property to be made to allow connection and use by Hutkin and invitees of the Hutkin Property of a permanent cross-access road for the Hutkin Property as generally described in the City Ordinances and on the subdivision plat approved by the City Ordinances. The TDD and the Developer shall also grant, without cost to Hutkin and its contractors, any necessary temporary slope and construction easements to construct and complete the cross access provided all such construction traffic shall access the work area through the Hutkin Property. Hutkin shall likewise grant, without cost to the TDD and the Developer and their contractors any necessary temporary slope and construction easements to construct and complete the cross access, provided all such construction traffic shall access the work area through the Developer Property.

ARTICLE IV
MISCELLANEOUS

4.1 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

(i) In the case of Developer, to:
Pace-Creve Coeur Associates, L.L.C.
c/o Pace Properties Incorporated
1401 S. Brentwood Boulevard, Suite 900
St. Louis, Missouri 63144
Attention: General Counsel

(ii) In the case of the City, to:
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Attention: City Administrator

(iii) In the case of Wolff, to:
Creve Coeur Real Estate Venture IV, LLC
721 Emerson Road, Suite 100
St. Louis, Missouri 63141
Attention: Susan Wolff Moriconi

With a copy to:
William C. Biermann, Esq.
Wm. Biermann Company
15455 Conway Road, Suite 360
Chesterfield, MO 63017

(iv) In the case of Stern, to:
Forsyth Investments, LLC
7 North Bemiston Avenue
St. Louis, Missouri 63105
Attention: Thomas A. Stern

With a copy to:
Jeffrey S. Gershman, Esq.
Stone, Leyton, Gershman, P.C.
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105

(v) In the case of Credit Union, to:
First Community Credit Union
10950 Olive Boulevard
St. Louis, Missouri 63141
Attention: Manager

With a copy to:
Joseph C. Blanner, Esq.
Behr, McCarter & Potter, P.C.
7777 Bonhomme Avenue, Suite 1400
St. Louis, Missouri 63105

(vi) In the case of Hutkin, to:

D Hutkin Family Investors, LLC
10923 Olive Partners, L.L.C.
c/o Mr. David S. Hutkin
10829 Olive Boulevard, Suite 200
St. Louis, Missouri 63141

Adkins Farms, Inc.
ORA Properties, LLC
c/o Mr. Oakleigh R. Adkins III
11669 E. CR 300N
Chandlerville, Illinois 62627

With a copy to:
Stephen L. Kling, Jr., Esq.
Jenkins & Kling, P.C.
10 S. Brentwood Blvd., Suite 200
St. Louis, Missouri 63105

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.1.

4.2 Nature of Agreement; Entire Agreement; Amendment. This Agreement does not establish a joint venture or partnership and the Parties remain separate and independent entities. The Parties agree that this Agreement constitutes the entire agreement between the Parties on the subject matter hereof and that no other agreements or representations other than those contained in this Agreement have been made by the Parties regarding that subject matter. This Agreement shall be amended only in writing and effective when such amendment is signed by the authorized agents of the Parties.

4.3 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Missouri for all purposes and intents.

4.4 Counterparts. This Agreement may be executed in multiple counterparts.

4.5 Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.6 Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by any party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the other party, proceed immediately to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then take such action and institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party, or acting to cure such default or breach itself and obtaining reimbursement from the defaulting or breaching party.

4.7 No Waiver of Immunity; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the TDD's sovereign immunity or a waiver of the official immunity of any elected or appointed official. No elected or appointed official, agent, employee, or representative of the City or the TDD or other Parties shall be personally liable under this Agreement.

4.8 Assignment; Third Party Beneficiary. Other than by transfer of fee simple title to their property, a Party may not assign its rights or obligations under this Agreement without the written consent of all other Parties, which consent shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the City, Developer, Wolff, Stern, Credit Union, Hutkin and the TDD, shall be binding upon their respective successors in title, and shall be for the benefit and burden of their permitted successors and assigns. The Parties hereto agree and acknowledge that upon ratification of this Agreement by the TDD, the TDD shall be a party to this Agreement and entitled to the benefit and subject to the burdens of this Agreement. This Agreement is not intended to create any rights enforceable by any third party beneficiary other than the TDD or St. Louis County as expressly provided herein.

4.9 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as the TDD remains in force and effect, and upon dissolution of the TDD and the satisfaction, retirement or expiration of all TDD Obligations, this Agreement shall terminate.

4.10 Party Liability/Transfer.

(a) Except as otherwise provided in Sections 2.8 and 4.10(b), Developer, Wolff, Stern, Credit Union, and/or Hutkin (each as a "Transferor") will be automatically released from all obligations and liabilities under this Agreement upon transferring fee simple title to all property owned by such Transferor within the boundaries of the TDD, and the rights and obligations of such a Transferor hereunder shall be automatically assigned and assumed by any transferee of fee simple title to any such property as to such property. Therefore, this Agreement shall be deemed an agreement and covenant running with the land and a memorandum of this Agreement shall be recorded by the Parties no later than the first meeting of the TDD Board of Directors. Parties shall provide reasonable advance notice of any intended sale of real property subject to this Agreement.

(b) Notwithstanding Section 4.10(a), Developer shall remain fully liable hereunder until the completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities.

4.11 Force Majeure. No Party or successor in interest thereto shall be considered in breach or default of their obligations under this Agreement, and times for performance of obligations hereunder shall be extended as necessary, given diligent efforts, in the event of any delay caused by force majeure, including without limitation: damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive governmental regulations; lack of issuance of any governmental permits and/or legal authorization by the governmental entities with jurisdiction; litigation or related court orders or judgments; eminent domain; shortage or delay in shipment of materials or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Party's reasonable control and not attributable to the Party's improper, illegal, or dilatory conduct. In order to obtain an extension of time to perform under this Section 4.11, a Party shall provide notice to the other Parties within 30 days of the commencement of the event of force majeure and on a monthly basis thereafter, until cessation of the event, concerning the status of the event and efforts taken with respect thereto to mitigate its effects.

4.12 Indemnification.

(a) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(a), Developer hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to said other Parties) and save harmless, the other Parties and their respective directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses)(collectively, the "Claims") resulting from or arising out of any one or more of the following: (i) any default by Developer under any agreements or any other construction contracts or other agreements to which the Developer is a party related to construction of the Infrastructure Improvements, (ii) any hazardous or dangerous condition created by Developer or its agents, employees, partners, contractors, or subcontractors (collectively "Developer Parties") relating to (A) the construction of the Infrastructure Improvements or (B) the operation or use of the Infrastructure Improvements prior to acceptance of the Infrastructure Improvements by the appropriate authorities, (iii) any breach of any environmental Law by any of the Developer Parties relating to construction of the Infrastructure Improvements, or (iv) any litigation in connection with construction of the Infrastructure Improvements by Developer or the TDD, including but not limited to any Claims relating to loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Developer's indemnity shall specifically not cover indirect or consequential damages, including but not limited to lost profits and diminution of property value, provided that this indemnity shall cover direct damage to property and shall include the obligation to repair, restore or remediate the damaged property. The indemnity of Developer as provided in this Section 4.12(a) shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon termination of this Agreement.

(b) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(b), each Party hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to the other Parties) and save harmless, the other Parties and their respective elected officials, directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses), in excess of any such items as may be covered and paid by insurance available pursuant to the provisions of this Agreement, resulting from or arising out of any one or more of the following: (i) any default by such indemnifying Party under this Agreement or (ii) any misrepresentation or breach of warranty made by such Indemnifying Party under this Agreement, including, but not limited to, loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Each Party's indemnity shall specifically not cover indirect or consequential damages, including, but not limited to, lost profits and diminution of property value. The indemnity of each Party as provided in this Section 4.12 shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon, the termination of this Agreement.

(c) Nothing contained in the indemnifications set forth in subsections (a) or (b) shall limit a direct cause of action of any Party against the Developer.

4.13 Mechanics Liens. Developer agrees that it will not suffer or permit any mechanics' liens to be claimed or filed or otherwise asserted against the Wolff Property, Stern Property, Hutkin Property or Credit Union Property, or any City property, and will promptly discharge the same in case of the filing of any such lien or proceedings for the enforcement thereof. If Developer shall fail promptly to discharge any mechanics' lien, then and in any such event the other Parties hereto may procure the release and discharge of any such claim and any judgment or decree thereon and, further, in their sole discretion effect any settlement or compromise of the same. Any amounts so expended by another Party, including premiums paid or security furnished in connection with the issuance of any surety bonds, shall be paid by Developer to the Party making such payment promptly upon written demand for the same. In settling, compromising, discharging or providing indemnity or security for any claim for lien, the aggrieved Party shall not be required to inquire into the validity or amount thereof.

4.14 Eminent Domain. The TDD shall neither initiate negotiations regarding property acquisition nor initiate eminent domain proceedings to acquire property interests without the unanimous approval of the TDD Board and the advance approval of the City Council of the City. Any request for such approval shall be accompanied by a legal description of the involved property, an appraisal meeting applicable legal standards, and a full explanation as to the underlying necessity of the proposed acquisition and the public use to be made of the property. The Parties acknowledge that as of the date of execution of this agreement, no eminent domain proceedings are contemplated and this provision has been included in this agreement at the request of the City acting, in its view, out of an abundance of caution. Neither the TDD nor the City shall threaten or initiate any eminent domain proceeding against the Hutkin Property, the Stern Property, the Credit Union Property, or the Wolff Property for any purpose directly or indirectly related to the Infrastructure Improvements unless and only to the extent such property is essential to the completion of the Infrastructure Improvements.

4.15 Reports. Until completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities, the Developer and the TDD Board of Directors shall make quarterly reports (Jan. 15, Apr 15, July 15, Oct 15) to the City Administrator, with copies to Hutkin, Stern, the Credit Union, and Wolff, regarding the status of construction and TDD revenues, expenses and outstanding obligations. Upon completion and acceptance of the Infrastructure Improvements, the Developer's reporting obligations shall cease, but the TDD Board of Directors shall continue to make such reports on an annual basis (Jan 15) until the TDD is dissolved.

4.16 Remedies. Each Party acknowledges that it will suffer irreparable harm and injury if the provisions of this Agreement are breached by any other Party, for which monetary relief alone will be inadequate. Accordingly, in the event of such breach, the aggrieved Party or the TDD, as the case may be, shall be entitled, in addition to all other rights and remedies available at law or in equity, to obtain restraining orders, injunctions, and/or other equitable relief, both temporary and permanent in nature, for the purpose of restraining, enjoining, and/or prohibiting the future breach or continued breach of any such provisions. Any bond required for equitable relief shall be limited to One Thousand and 00/100 Dollars ($1,000.00). Each Party hereby waives the claim or defense that the aggrieved Party has an adequate remedy at law, and no Party shall claim, at any such action or proceeding, that an adequate remedy at law exists. Notwithstanding the foregoing, termination of this Agreement shall not be a remedy for breach.

4.17 Cost of Enforcement. In the event of any action or proceeding brought under or pursuant to or in the enforcement of the terms and provisions of this Agreement, the substantially prevailing party(ies) shall be entitled to recover (and the non-prevailing party(ies) shall be obligated to pay) all costs and expenses incurred by the substantially prevailing party(ies) in connection therewith, including reasonable attorneys' fees (as determined by court action) and court costs.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the day and date first above written.

"CITY"
CITY OF CREVE COEUR, MISSOURI

By: ____________________
Name: Harold Dielmann
Title: Mayor

ATTEST:

By: ____________________
City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 5th day of March, 2009, before me, LaVerne Collins, a Notary Public in and for said state, personally appeared Harold Dielmann, Mayor of the **City of Creve Coeur**, a charter city and political subdivision of the State of Missouri, known to me to be the person who executed the within document in behalf of said City of Creve Coeur and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

____
Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LAVERNE COLLINS
My Commission Expires
July 30, 2010
St. Louis County
Commission #06428166

"DEVELOPER"
PACE-CREVE COEUR ASSOCIATES, L.L.C.
By: Pace-Graeser Associates, L.L.C., its Manager

By: ______________________________
Douglas C. Huff
its Manager

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

On this 19th day of March, 2009, before me, Jennifer K Powell, a Notary Public in and for said state, personally appeared **Douglas C. Huff, Manager of Pace-Graeser Associates, L.L.C.,** a limited liability company of the State of Missouri, **Manager of Pace-Creve Coeur Associates, L.L.C.,** a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

____
Notary Public

My Commission Expires:

Nov 29, 2010

JENNIFER K. POWELL
Notary Public - Notary Seal
Jefferson County, State of Missouri
My Commission Expires Nov. 29, 2010
Commission Number 06975522

"TDD"
OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF MISSOURI)
) SS
COUNTY OF _____________)

On this ____ day of _____________, 20____, before me, ______________________________, a Notary Public in and for said state, personally appeared ______________________________, ______________________ of the **Olive/Graeser Transportation Development District**, a political subdivision of the State of Missouri, known to me to be the person who executed the within document in behalf of said transportation development district and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires: ______________________________
Notary Public

____

"WOLFF"
CREVE COEUR REAL ESTATE VENTURE IV, LLC

By: Susan W. Moriconi
Name: Susan W Moriconi
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 29th day of April, 2009, before me, Deborah M. Edwards, a Notary Public in and for said state, personally appeared Susan W. Moriconi, ______________________ of **Creve Coeur Real Estate Venture IV, LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

Deborah M. Edwards
Notary Public

My Commission Expires:
January 24, 2010

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

DEBORAH M. EDWARDS
My Commission Expires
January 24, 2010
Jefferson County
Commission #06829333

"STERN"
FORSYTH INVESTMENTS LLC

By: Thomas A. Stern
Name: Thomas A. Stern
Title: Authorized Signatory

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

On this 10th day of July, 2009, before me, Glenda McCutchen, a Notary Public in and for said state, personally appeared Thomas A. Stern, an Authorized Signatory for **Forsyth Investments LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Glenda McCutchen
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSOURI NOTARY SEAL
GLENDA MCCUTCHEN
My Commission Expires
June 5, 2010
St. Louis County
Commission #06531957

"CREDIT UNION"
FIRST COMMUNITY CREDIT UNION
f/k/a Monsanto Credit Union

By: ______________________
Name: GLENN D. BARKS
Title: PRESIDENT

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 20th day of March, 2009, before me, Barbara Carey, a Notary Public in and for said state, personally appeared Glenn D. Barks, President of **First Community Credit Union**, a credit union of the State of Missouri, known to me to be the person who executed the within document in behalf of said credit union and acknowledged to me that he/she executed the same for the purposes therein stated.

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

Barbara S. Carey
Notary Public

My Commission Expires:

Feb 6, 2010

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

BARBARA S. CAREY
My Commission Expires
February 6, 2010
St. Charles County
Commission #06438694

"HUTKIN"
ADKINS FARMS, INC.

By: Oakleigh R. Adkins III
Name: OAKLEIGH R. ADKINS III
Title: PRESIDENT

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a Notary Public in and for said state, personally appeared Oakleigh R Adkins III, President of **Adkins Farms, Inc.**, a corporation of the State of Illinois, known to me to be the person who executed the within document in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires: ______________________

Tracey A Coleman
Notary Public

NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI

TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"
D HUTKIN FAMILY INVESTORS, LLC

By: David S. Hutkin
Name: DAVID S. HUTKIN
Title: MANAGER

STATE OF MISSOURI)
) SS
COUNTY OF St Louis)

On this 10 day of July, 2009, before me, Tracy A Coleman, a Notary Public in and for said state, personally appeared David S Hutkin, Sole Member of **D Hutkin Family Investors, LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

Tracy A Coleman
Notary Public

My Commission Expires:

____

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"
ORA PROPERTIES, LLC

By: Oakleigh R Adkins III
Name: OAKLEIGH R. ADKINS III
Title: SOLE MEMBER

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a Notary Public in and for said state, personally appeared Oakleigh R Adkins III, Sole Member of **ORA Properties, LLC**, a limited liability company of the State of Illinois, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires: ______________

Tracey A Coleman
Notary Public

NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI

TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"
10923 OLIVE PARTNERS, L.L.C.

By: David S. Hutkin
Name: DAVID S. HUTKIN
Title: MANAGER

STATE OF MISSOURI)
) SS
COUNTY OF St Louis)

On this 10 day of July, 2009, before me, Tracy A Coleman, a Notary Public in and for said state, personally appeared David S Hutkin, Manager of **10923 Olive Partners, L.L.C.**, a limited liability company of the State of Illinois, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Tracy A Coleman
Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

Exhibit A
Legal Description of the Developer Property

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Recorders Office.

Parcel No. 5: A tract of land in the Northeast ¼ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast ¼ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

Exhibit A-1
Legal Description of the Wolff Property

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Exhibit A-2
Legal Description of the Stern Property

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

Exhibit A-3
Legal Description of the Hutkin Property

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Exhibit A-4
Legal Description of the Credit Union 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: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolongated South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolongated East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 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 of 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.

Exhibit A-5
Legal Description of the TDD

DEVELOPER PROPERTY:
Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Recorders Office.

Parcel No. 5: A tract of land in the Northeast ¼ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast ¼ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

WOLFF PROPERTY:
A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

STERN PROPERTY:
A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

HUTKIN PROPERTY:
Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

CREDIT UNION 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: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolongated South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolongated East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 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 of 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.

Exhibit B
Form of Certificate of Reimbursable Costs

Certificate of Reimbursable Project Costs

TO:

Re: City of Creve Coeur, Missouri, Olive/Graeser TDD

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the District Development Agreement dated as of ________________, 20____ (the "Agreement"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a TDD Eligible Cost and was incurred in connection with the construction of the Infrastructure Improvements.

2. These TDD Eligible Costs have been paid by the Developer and are reimbursable under the TDD Act and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the TDD Fund, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon Developer or the TDD any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Infrastructure Improvements for which this certificate relates have been issued and are in full force and effect.

6. All Infrastructure Improvements for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this ______day of ________________, 20_____.

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: ______________________________
Name: ____________________________
Title: _____________________________

Approved for Payment this ____________________

By: ____________________
Name: __________________
Its: ____________________

CERTIFICATE OF REIMBURSABLE COSTS
SCHEDULE 1

Payee and Address	Amount	Description

Exhibit D
Sales Tax Reporting Form

OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT
SALES TAX REPORTING FORM

Business Name	Taxable Sales (line 3 of state form)	
DBA Name	Tax Rate	* . %
Business Location	Amount Due (taxable sales x tax rate)	
	Less Timely Payment Discount (2%)	
	Total Tax Due	
Tax Period	Interest for Late Payment *	
The reporting period and the due date are the same as it is for the State Sales Tax.	Additions to Tax *	
Make Checks payable to: City of Creve Coeur 300 N. New Ballas Road Creve Coeur, Missouri 63144 Include a copy of State Sales Tax Form	Less Approved Credit	
	Pay This Amount	
	*Calculated on the same basis as the State Sales Tax filing.	

I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return. I attest that I have no sales to report for locations left blank.

Signature	Date	**Thank You for Your Prompt Payment**

Exhibit E
Business Registration Form

BUSINESS REGISTRATION FORM
OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT

This form must be filed with the Olive/Graeser Transportation Development District, or its authorized representative, within ten (10) days of a retailer being subject to the TDD Sales Tax. No bond is required so long as the retailer possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: ______________________________

Business Name: ______________________________

Business Address: ______________________________

Mailing Address: ______________________________

Contact Person: ______________________________

Contact Telephone Number: ______________________________

Type of Business Entity: ______________________________

Name of Owner: ______________________________

Address of Owner: ______________________________

Type of Business: (Circle one or specify.)

1) Retail 2) Food Service 3) Entertainment 4) Other: ____________________

When will the business pay state sales tax? (Circle one.)

1) Quarter monthly 2) Quarterly 3) Monthly 4) Annually

If you have any questions regarding business registration in the Olive/Graeser Transportation Development District, please call ____________________, Executive Director of the District, at (_____) ______________________.

BILL NO. __5356_________ **ORDINANCE NO. _______**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING SECTION 235.070 OF THE MUNICIPAL CODE PERTAINING TO PERMITTED HOURS OF REFUSE COLLECTION.

WHEREAS, the City currently allows refuse to be collected beginning at 6:00 A.M., Monday through Saturday in office, commercial, and institutional areas and beginning at 7:00 A.M. in residential areas; and

WHEREAS, much of the City's office, commercial, and institutional areas lie in close proximity to residential areas; and

WHEREAS, commercial refuse collection is typically louder and more disruptive than residential refuse collection, and

WHEREAS, the earlier commercial collection time has resulted in reoccurring complaints from residents; and

WHEREAS, it is common practice in neighboring municipalities to restrict commercial refuse collection to after 7:00 A.M.

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

SECTION 1. Section 235.070 (A) of the Municipal Code pertaining to the permitted hours of refuse collection is hereby amended to read as follows:

> SECTION 235.070: PICKUP OF TRASH FROM OFFICE, COMMERCIAL, INSTITUTIONAL BUILDINGS AND PROPERTY USES
>
> A. No person shall pick up or collect refuse or trash within the City limits except between the hours of 7:00 A.M. to 9:00 P.M. on weekdays or Saturdays and 9:00 A.M. to 6:00 P.M. on Sundays with the following exceptions:
>
> 1. Any container in the "RO" Research Office Park District as designated on the official map of the City may be collected at any hour on any day; and
>
> 2. The Chief of Police or his/her duly authorized designee may issue a revocable permit varying such hours for pickup at a specific location where investigation reveals there is no significant disturbance to inhabitants of nearby property. Such permit may be revoked upon the determination of the Chief of Police that continuation of such permit would disturb the use of nearby property by its owners or inhabitants and such administrative determination shall be considered final.

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

Passed this _____ day of __________, 2012.

____
Tara Nealey, President
City Council

Approved this _____ day of __________, 2012.

____
Harold L. Dielmann, Mayor

Attest:

____
Deborah Ryan, City Clerk

INTEROFFICE MEMORANDUM

Date: January 9, 2012

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Commercial Trash Collection Times

The attached bill proposes to change trash collection times for office, commercial, and institutional areas within the City from 6:00 AM, Monday through Saturday, to 7:00 AM, Monday through Saturday. Sunday commercial collection, which is currently allowed between 9:00 AM and 6:00 PM, would not change.

As described in the attached memo of December 12, 2011, the earlier time for commercial collection continues to be a disruption to nearby residents. Additionally, it is common practice among neighboring cities to restrict commercial refuse collection to 7:00 AM or later.

A letter was mailed December 22, 2011 to all of the known commercial trash haulers that operate in Creve Coeur to advise them of this issue and the time change under consideration. These haulers have been invited to provide comments to the City and to attend the City Council meetings in which the time change bill will be considered.

I would be happy to provide additional information if helpful.

Attachments:
- Staff memo (12/12/2011)
- Council Meeting Excerpt (12/14/2009)
- Resident Email (11/29/2011)
- Survey of Trash Collection Times (12/2009)

INTEROFFICE MEMORANDUM

Date: December 12, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Commercial Trash Collection Times

Trash collection in Creve Coeur is currently prohibited before 7:00 AM in residential areas and before 6:00 AM in commercial areas. With dumpsters being picked up, shaken, and then dropped back to the concrete followed by the reverse beeping from trucks, commercial trash collection is significantly louder and more disruptive than residential collection. Due to the close proximity of residents to most of the commercial areas in the City, this noise has been a recurring problem, which is depicted in the attached email from a resident living near the Executive Parkway Office Park off of Mason Road. The City Council discussed this issue in general at its December 14, 2009 meeting (excerpt attached).

Staff also conducted a survey in December 2009 of the County and neighboring municipalities regarding their trash collection times (survey attached). Of the twelve neighboring municipalities and St. Louis County that were surveyed, only two, Fenton and Collinsville, indicated that they allow commercial collection to begin as early as 6:00 AM. Maplewood prohibits commercial collection before 7:00 AM if the area abuts a residential area but does not otherwise restrict commercial collection times. The County and the remaining 10 cities that responded to the survey indicated that they prohibit commercial collection before 7:00 AM.

If the City Council is interested in changing commercial collection to a later time, staff will advise the haulers and obtain their comments.

Attachments:
- 12/14/2009 Council Meeting Excerpt
- Resident Email dated 11/29/2011
- Survey of Trash Collection Times (12/2009)

Permitted Refuse Collection Start Times

City	Residential	Commercial	Comments
Ballwin	7:00 AM	7:00 AM	
Chesterfield	7:00 AM	7:00 AM	
Clayton	7:00 AM	7:00 AM	
Collinsville	6:00 AM	6:00 AM	
Creve Coeur	7:00 AM	6:00 AM	
Fenton	6:00 AM	6:00 AM	
Ferguson	7:00 AM	7:00 AM	
Frontenac	8:00 AM	7:00 AM	
Maplewood	7:00 AM	7:00 AM*	* Commercial is 7 AM if property abuts residential area; otherwise no time restrictions in commercial areas
Richmond Heights	7:00 AM	7:00 AM	
St. Anne	7:00 AM	7:00 AM	
St. Louis County	7:00 AM	7:00 AM	
Town & Country	7:00 AM	7:00 AM	
University City	7:00 AM	7:00 AM	

Delivery hour restrictions

City	Delivery hours
Maplewood	7:00am to 10:00pm in residential districts and those zoning districts that border residential districts. No restrictions in all other zoning districts.
Clayton	Not by code, but by individual Conditional Use Permit. In the Central Business District, it is before 7:00 a.m.; in residential areas, it is after 7:00 a.m. Our Planning Director indicates it is very difficult to enforce.

the Graeser TDD are Les Steinberg and Stacy Manolakas and the three advisory members are Mark Perkins, Dan Smith and Mel Klearman.

Council unanimously approved.

BUSINESS FROM THE MAYOR and CITY COUNCIL

5. Delmar Garden Review Process

Council Member Bryant deferred until a full Council is present.

6. Restricted Hours for Trash Collection and Business Deliveries

Mark Perkins stated staff has polled some other cities regarding trash hauling hours and did find that most cities allow services to begin at 7:00 a.m. for commercial areas and we allow service to begin at 6:00 a.m. We probably have a larger commercial area than most of these cities. The complaints that we have received over the years typically have been because haulers have begun before 6:00 a.m.

Council Member Bryant stated it is odd that St. Louis County is more restrictive than Creve Coeur and particularly as a community that has a lot of residential and commercial development that abut against each other. Council Member Bryant stated she is not bringing forth a proposal for change but rather that the Council should be aware of this issue when discussing expansion of commercial areas and integrating Commercial and residential areas.

Mark Perkins stated a complaint was received not long after Council Member Bryant's request regarding deliveries. The City has not received many complaints over the years regarding deliveries. Very few cities regulate hours of deliveries.

Mayor Dielmann stated deliveries don't normally make noise like trash trucks do.

Council Member Nealey asked how do the times compare to the time restrictions on the start time for construction activities in residential areas?

Mark Perkins stated construction activity is 7:00 a.m. on weekdays and on weekends it is 9:00 a.m.

Council Member Nealey asked if that applies to both commercial and residential construction.

Mark Perkins stated yes.

Council Member Bryant stated this is something that we should look at for future discussion and consideration by Council.

7. Leaf Pickup Notification

Council Member Kistner withdrew item.

Christensen, Jaysen

Subject: FW: Trash Pickup

From: diane wolf [mailto:dianewolf@sbcglobal.net]
Sent: Tuesday, November 29, 2011 5:50 PM
To: Perkins, Mark C.
Cc: laura.bryant@yahoo.com; Laura T Bryant
Subject: Trash Pickup

Hi Mark-

Below is a summary of my issues with the current dumpster trash pickup in the office park behind my home on Hezel Ln.

I live on a street of homes that backs to the Executive Parkway Office Park off Mason Road. There are many businesses and many trash dumpsters in the office park. I am the original owner of my home and have lived in the home for 20 years. The problem with the trash pickup began approximately 8 years ago.

Currently Creve Coeur allows trash pickup at 6 a.m. St. Louis County and the surrounding municipalities do not allow trash pickup until 7 a.m. so it appears the trash haulers are beginning their day at the office park directly behind my home.

Not only do I feel 6 a.m. is too early to allow trash pickup, the trash trucks regularly begin pickup at 5:30 or earlier. I have been awakened to the trash being collected at 4:30 a.m.

The sound from the office park carries very clearly in the early morning hours. The sound of the trash trucks (and there are multiple) is very disruptive. The trucks start and stop going from dumpster to dumpster and are very loud. Even the idling of the trucks vibrates my home. I would compare the vibration like having a fire engine going back and forth in front of one's home. The trucks are very loud and beep loudly when backing up. The repetitive banging sound of the emptying of the dumpsters is thunderous. Again, this is not one dumpster, but many. I am regularly awakened at 5:30 or earlier because of the trash trucks and continue to be awake as the "legal" trucks show up at 6 a.m.

I have called the police department regarding this issue. They have been responsive and have ticketed drivers. The illegal pickup stops for a bit, but resumes after a few weeks. In fact, the dumpsters were being emptied at 5:30 a.m.today and I called the police department.

I believe the trash pickup time in Creve Coeur should be changed to be in line with the county and surrounding municipalities. Because the Creve Coeur trash pickup time is earlier, the haulers begin their routes in Creve Coeur and many do not adhere to the legal pickup time. Our homes are in too close proximity to the office park to allow the dumpsters to be emptied at such an early hour. I do not feel it is unreasonable to request to not be disturbed by the trash trucks before 7 a.m. I currently have a room addition being added to my home. The workers arrive before 7 a.m. and sit in their vehicles in front of my home because they are not allowed to begin work before 7 a.m.

I have compared the nuisance to that of a barking dog. If there was a dog barking every day at 5:30, some action would be taken by the city. I would appreciate the same courtesy addressing the noise of the trash trucks and dumpsters.

I sincerely appreciate your time and efforts regarding this matter. I will do whatever you would like me to do to facilitate the changing of the trash pickup time. I have addressed this issue with many of my neighbors, and they are in agreement with my position.

Please feel free to contact me. I will be happy to help in any way I can.

Best Regards,

Diane Wolf

Bill No. 5357______ **Ordinance No. ______**

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES TO CHANGE THE NAME OF THE RECYCLING, ENVIRONMENT AND BEAUTIFICATION COMMITTEE TO THE HORTICULTURE, ENVIRONMENT AND BEAUTIFICATION COMMITTEE AND TO CODIFY ITS MISSION.

WHEREAS, the Recycling, Environment and Beautification Committee has recognized the need for amending their name to now be known as the Horticulture, Environment and Beautification Committee, and

WHEREAS, the Horticulture, Environment and Beautification Committee has recognized the need to amend their mission and duties to accurately describe their duties,

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

SECTION 1: Section 125.010(A)(9) of the Code of Ordinances of the City of Creve Coeur is hereby amended to read as follows:

(9) Horticulture, Environment and Beautification Committee, up to eleven members.

SECTION 2: Section 125.010.F. is hereby added, to read as follows:

The mission of the Horticulture, Environment and Beautification Committee is to encourage the City and its residents to plant, beautify and maintain all public and private spaces in an environmentally sustainable manner, and to

- Advise City Council, Boards, Commissions and staff on issues related to horticulture and beautification such as green space design and plantings in public areas;
- Advise City Council on issues related to trash and recycling;
- Monitor and advise the City regarding its compliance with the Tree Preservation Ordinance;
- Encourage and support the City's compliance as a Tree City U.S.A. by serving as the City's "Tree Board".

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

Adopted this __ day of ___, 2012.

____
Tara Nealey
President of the City Council

Approved this ___ day of ___, 2012

____
Harold L. Dielmann, Mayor

Attest:

____
Deborah Ryan
City Clerk

Memorandum

DATE: December 20, 2011

TO: Mayor and City Council

FROM: Fran Cantor, Chair
Recycling, Environment and Beautification Committee

RE: Recycling, Environment and Beautification Committee Name Change

Mr. Mayor and City Council Members,

The Recycling, Environment and Beautification Committee (REB) recommends the City formally change the name of the said Committee to the Horticulture, Environment and Beautification Committee.

The REB Committee recommends the name change and believes it is appropriate for the following reasons:

- The Committee believes the word "Horticulture" is essential to the name of the committee as it reflects the duties and responsibilitiesof creating and improving green space(s) in Creve Coeur through various programs listed below:
    - Sponsoring and coordinating the Spring Seminar and Arbor Day Celebration and other education programs
    - Advising City Council, Boards, Commission and staff on green space design and planting in public areas, issues directly related to horticulture
    - Assisting the City in maintaining current horticulture information such as a lists of invasive noxious and nuisance plants, deer residents plants, native plants, street trees, etc.
    - Monitoring and advising the City regarding its compliance with Tree Preservation Ordinance and serving as the City's "Tree Board"

- The Committee believes the word "Recycling" is limiting and the word "Environment" is more inclusive to all improvements in the environment of Creve Coeur, including, but not limited to, trash and recycling activities.
    - The Committee has and will continue to advise the City on issues related to trash and recycling. The City's trash and recycling program is currently the most efficient program available, thus allowing the Committee to focus its efforts on other areas that impact the environment.

- The Committee believes the word "Beautification" still aptly describes activities of the Committee because of its role in encouraging beautiful and sustainable landscapes throughout Creve Coeur. Through the City's biannual Beautification Awards, efforts to create beautiful landscapes by residents, businesses and nonprofit institutions are encouraged and recognized.

Should the City Council approve the Committee name change, an updated description has been provided for "A Citizens Guide to Advisory Boards, Committees, and Commission," for prospective new members. The updated description reflects the name change and more clearly defines the duties and responsibilities by using subcategories: 1) education; 2) cooperation; and 3) recognition. Under those categories, the revised duties and responsibilities restate those duties previously assigned in Ordinances and Resolutions pertaining to the REB.

Thank you for your time and thoughtful consideration.

Fran Cantor,
Chair, Recycling (Horticulture), Environment and Beautification

Attachment: Horticulture, Environment and Beautification Committee mission, duties and responsibilities.

Horticulture, Environment and Beautification Committee
"To plant a garden is to believe in tomorrow."

The Committee has up to eleven (11) members. A quorum shall mean a majority of the number of seats currently filled if the number is less than the 11 members authorized.

The mission of the Horticulture, Environment and Beautification Committee is to encourage the City and its residents to plant, beautify and maintain all public and private spaces in an environmentally sustainable manner.

The mission will be accomplished through education, cooperation and recognition:

Education:
- Sponsor and coordinate community education programs such as the Spring Seminar and Arbor Day Celebration
- Assist the City in maintaining current horticultural information such as lists of invasive, noxious and nuisance plants, deer resistant plants, native plants, street trees, and up-to-date web links to government and not-for-profit websites
- Ensure that the horticultural information is accessible to residents through the City's website, newsletter and Government Center

Cooperation:
- Advise City Council, Boards, Commissions and staff on issues related to horticulture and beautification such as green space design and plantings in public areas
- Advise City Council on issues related to trash and recycling
- Monitor and advise the City regarding its compliance with the Tree Preservation Ordinance (Ordinance 1899, November 10, 1997)
- Encourage and support the City's compliance as a Tree City U.S.A. by serving as the City's "Tree Board"

Recognition:
- Encourage beautiful and sustainable landscapes throughout Creve Coeur by sponsoring the City's Beautification Awards, which recognize exceptional landscaping efforts of residents, businesses and nonprofit institutions

The Public Information Officer and Management Analyst serves as Staff Liaison.

The Horticulture, Environment and Beautification Committee (HEB) is the successor to the Recycling and Environment Committee created by Resolution 396 in 1990. Committee duties were amended by Ordinance Number 1899 in 1997, which assigned certain responsibilities regarding the City's trees. Ordinance Number 3065 in 2005 added the responsibility of beautification and increased size to 11 members to become the Recycling, Environment and Beautification Committee. HEB is assigned the duties created by these ordinances except where modified by the City Council or by ordinance.

Memorandum

DATE: December 29, 2011

TO: Mark Perkins, City Administrator

FROM: Sharon Stott, Public Information Officer & Management Analyst

RE: Today in America – Discover America Segment

In late November, the City of Creve Coeur was contacted by producers from the “Today in America” with Terry Bradshaw. The producers expressed interest in highlighting Creve Coeur for a five (5) minute segment on topics, trends and issues related to “Hidden Gems to Live, Work and Play” in their “Discover America” series. The cost to the City of Creve Coeur for this project would be $19,800 which covers the cost of the scheduling fee with various networks. All other production costs are covered by “Today in America.”

During the past several weeks, it also came to my attention that the “Today in America” producers had also recently approached the cities of Chesterfield, Florissant, Ballwin and Clayton to do a similar “Hidden Gem” show for them.

Also in December, I researched costs of doing a similar 5-minute segment using local production companies. The companies included local television, cable and independent production companies. Estimates ranged from $1,500 to $20,000 for production of a video. Airtime costs ranged from $3,200 to $19,800. While some companies were able to offer only production services others were able to include both production and regional television or cable airtime.

In short, if the City of Creve Coeur would like to have a similar video produced comparable to the “Today in America” segment and have it aired on Charter regionally, it could do so for about $7,200 at a time convenient to the City of Creve Coeur. If the City of Creve Coeur wants to only have a video produced to distribute at will or post on the City’s website, it could be done for even less than $7,200.

“Today in America” producers would like a signed contract by the City of Creve Coeur within the next ten days. However, given the City’s commitment to transparency and fiscal responsibility, I wanted you and the City Council to know the “Today in America” show is not the only option available. There are other less expensive alternatives worth consideration and these can be included in the budget moving forward.

Following on the next page is a breakdown of estimated pricing and description of services:

Company	Description	Production Cost	Airtime Cost	Estimated Total Cost
Charter Cable and Media Productions	• All production costs for 5-minute segment w/full licensing rights • Aires (96) times; (16) shows each week for 6 weeks on Headline News or CCIN (Ch. 3)	$4,000	$3,200	$7,200
Fox 2 News	• All production costs for a 5-minute segment w/full licensing rights • Network television cannot accommodate a 5-minute segment. • Fox 2 would create a :15 or :30 commercial from b-roll from 5-minute piece at no additional cost • Aires (48) times on Fox 2 with :15 second commercial for 8-weeks (rotating schedule/every other week)	$1,500-$2,800	$6,760	$8,260-$9,560
Michael Martin Media	• All production costs for 5-minute segment w/full licensing rights • Less expensive alternatives available (i.e., testimonials vs. scripted) • Developed video for City of Chesterfield • Airtime would need to be purchased through a cable company	$6,730	$3,200*	$9,930
SmithLee Productions, Inc.	• All production costs for 5-minute segment w/full licensing rights • $10,000 without on-air interviews (voice over only) • $15,000-$20,000 with on-air interviews • Airtime would need to be purchased through a cable company	$10,000-$20,000	$3,200*	$13,200-$23,200*
Today in America	• Production costs covered by company • Nationally recognized personality for intro and voice overs • Aires (1) time nationally on Fox Business Network and (19) times on a combination of CNN Headline and/or Regional News Networks between 6:00 am and 11:00 pm	N/A	$19,800	$19,800
*Airtime for 5-minute segment is limited to cable channels. Charter pricing and airing times were used as an estimate for airtime where production company did not have an affiliation to television/cable channels.				

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

Meeting Date:	January 9, 2012
To:	Honorable Mayor and City Council Members Mark Perkins, City Administrator
From:	Paul Langdon, AICP, Director of Community Development
Subject:	Boundary Adjustment With City of Chesterfield

Construction continues on Missouri Highway 141 immediately west of the city's boundary. The alignment of the highway comes close, in several locations, to affecting a physical separation variously between the cities of Chesterfield, Town and County and Creve Coeur. With this in mind, the three cities began discussing the possibility of adjusting the shared city limits to truly align with the 141 corridor.

Several issues have been identified in the intervening period, most notably:

- How many properties will be affected?
- Will any private properties be affected?
- Will development patterns be affected?
- What is the official process for such adjustments and does the St. Louis County Boundary Commission have to approve the final plan?

It was realized early on that the City of Chesterfield would be most affected by the possible changes, but also that they had the most capable resources for leading the process. As such, the mapping resources are all provided by Chesterfield and much of the research has also been completed by them.

It was also realized that the Chesterfield/Creve Coeur adjustment could potentially be much simpler than the Chesterfield/Town and Country adjustment. It was therefore decided to separate the two and, as such, this memo discusses only an adjustment between Creve Coeur and Chesterfield. Specifically, if the West Hills neighborhood (south of Olive Boulevard and immediately east of the 141 alignment) was removed from consideration, it would result in only six properties being exchanged between the cities, two of which are owned by the State of Missouri and another by Ameren for utility corridor purposes (see attached map). The remaining three are owned by two private entities and are undeveloped; most of the land is located within a floodplain and/or has no current street access.

None of the land in question is expected to be developed within the foreseeable future for the above reasons. A discussion with the Planning Director for Chesterfield, Aimee Nassif, revealed that their Comprehensive Plan goals for the area are similar to ours in as much as the only development type supported is residential and, even then, the density should be extremely low to integrate with the existing development and to avoid the floodplain areas.

With regard to process, if all of the property owners involved and the City Councils of Chesterfield and Creve Coeur are in agreement with the proposed boundary changes, the final plan does not have to be approved by the St. Louis County Boundary Commission; the changes are adopted with the passage of reciprocal ordinances by the two Cities and the revised map and legal descriptions are recorded.

If the members of the City Council are comfortable with the proposal, staff will continue to work with the City of Chesterfield to determine if all property owners are satisfied with the boundary adjustment, the outcome of which will be reported to the Council. If the outcome is positive, a draft boundary adjustment ordinance, similar to the one recently approved for 13150 Olive Boulevard, will be forwarded for approval.

If there are any remaining questions, staff are available to provide clarification.

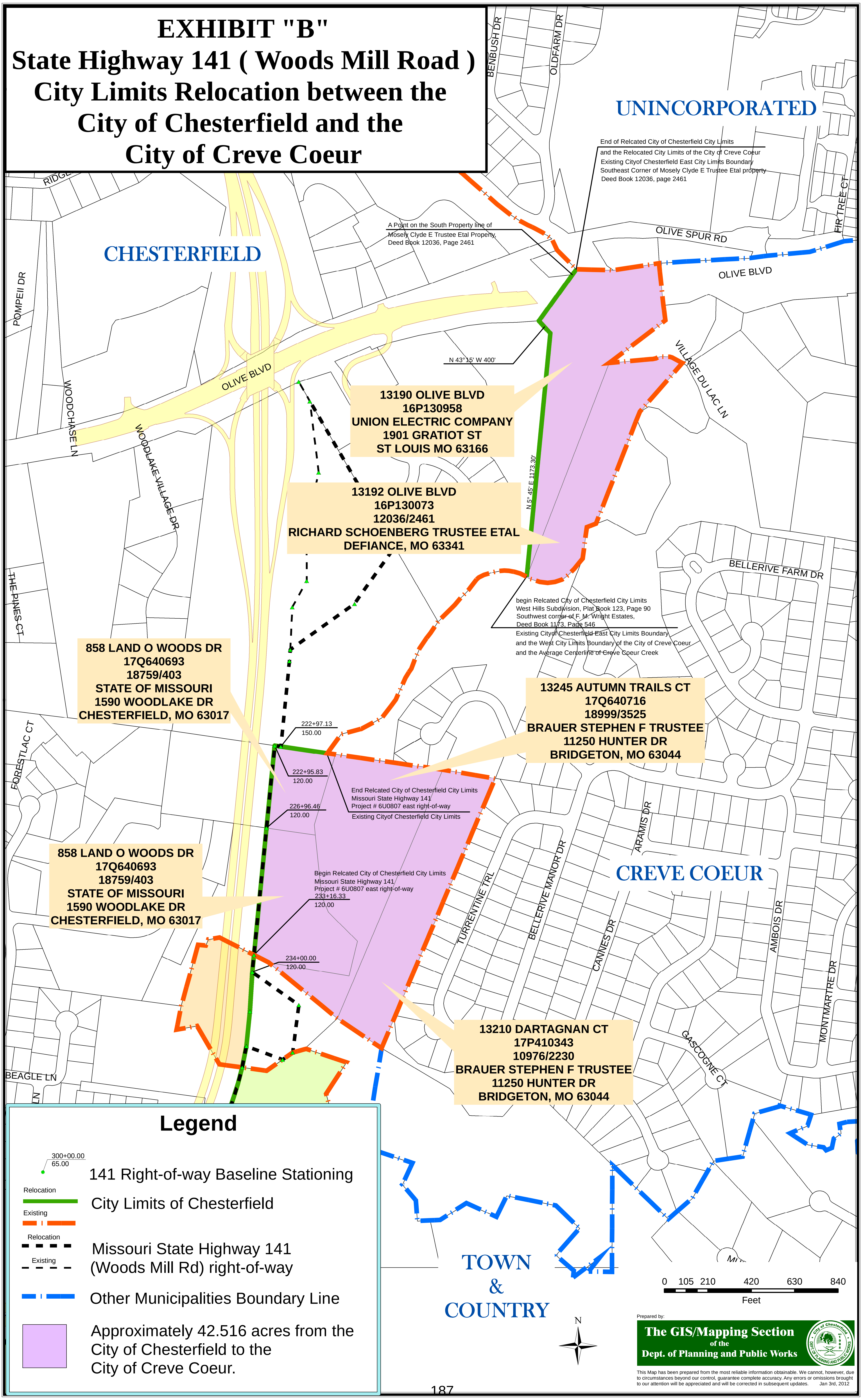


EXHIBIT "B"
State Highway 141 (Woods Mill Road)
City Limits Relocation between the
City of Chesterfield and the
City of Creve Coeur
UNINCORPORATED
CHESTERFIELD
CREVE COEUR
TOWN & COUNTRY
BENBUSH DR
OLDFARM DR
FIR TREE CT
OLIVE SPUR RD
OLIVE BLVD
POMPEII DR
WOODCHASE LN
WOODLAKE VILLAGE DR
VILLAGE DU LAC LN
BELLERIVE FARM DR
THE PINES CT
FORESTLAC CT
BEAGLE LN
ARAMIS DR
TURRENTINE TRL
BELLERIVE MANOR DR
CANNES DR
AMBOIS DR
MONTMARTRE DR
GASCOGNE CT
End of Relcated City of Chesterfield City Limits
and the Relocated City Limits of the City of Creve Coeur
Existing Cityof Chesterfield East City Limits Boundary
Southeast Corner of Mosely Clyde E Trustee Etal property
Deed Book 12036, page 2461
A Point on the South Property line of
Mosely Clyde E Trustee Etal Property,
Deed Book 12036, Page 2461
N 43°15' W 400'
N 5° 45' E 1173.30'
13190 OLIVE BLVD
16P130958
UNION ELECTRIC COMPANY
1901 GRATIOT ST
ST LOUIS MO 63166
13192 OLIVE BLVD
16P130073
12036/2461
RICHARD SCHOENBERG TRUSTEE ETAL
DEFIANCE, MO 63341
begin Relcated City of Chesterfield City Limits
West Hills Subdivision, Plat Book 123, Page 90
Southwest corner of F. M. Wright Estates,
Deed Book 1173, Page 546
Existing Cityof Chesterfield East City Limits Boundary
and the West City Limits Boundary of the City of Creve Coeur
and the Average Centerline of Creve Coeur Creek
858 LAND O WOODS DR
17Q640693
18759/403
STATE OF MISSOURI
1590 WOODLAKE DR
CHESTERFIELD, MO 63017
13245 AUTUMN TRAILS CT
17Q640716
18999/3525
BRAUER STEPHEN F TRUSTEE
11250 HUNTER DR
BRIDGETON, MO 63044
222+97.13
150.00
222+95.83
120.00
226+96.46
120.00
End Relcated City of Chesterfield City Limits
Missouri State Highway 141
Project # 6U0807 east right-of-way
Existing Cityof Chesterfield City Limits
Begin Relcated City of Chesterfield City Limits
Missouri State Highway 141
Project # 6U0807 east right-of-way
233+16.33
120.00
234+00.00
120.00
858 LAND O WOODS DR
17Q640693
18759/403
STATE OF MISSOURI
1590 WOODLAKE DR
CHESTERFIELD, MO 63017
13210 DARTAGNAN CT
17P410343
10976/2230
BRAUER STEPHEN F TRUSTEE
11250 HUNTER DR
BRIDGETON, MO 63044
Legend
300+00.00
65.00
141 Right-of-way Baseline Stationing
Relocation
City Limits of Chesterfield
Existing
Relocation
Missouri State Highway 141
(Woods Mill Rd) right-of-way
Existing
Other Municipalities Boundary Line
Approximately 42.516 acres from the
City of Chesterfield to the
City of Creve Coeur.
0 105 210 420 630 840
Feet
N
Prepared by:
The GIS/Mapping Section
of the
Dept. of Planning and Public Works
This Map has been prepared from the most reliable information obtainable. We cannot, however, due to circumstances beyond our control, guarantee complete accuracy. Any errors or omissions brought to our attention will be appreciated and will be corrected in subsequent updates. Jan 3rd, 2012

Exhibit "B"

Beginning at a point being 120.00 feet East of Missouri State Highway 141 project # 6U0807 Baseline Station 233+16.33; Point also being on the East City limits of Chesterfield and the West line of the City Limits of Town and Country annexation boundary 1990 by City of Chesterfield Ordinance 519 and the South boundary line of Wood Lake Section Nine recorded in Plat book 36, page 39 of the St. Louis County Records. Thence Northerly along the East right-of-way line of said Missouri State Highway 141 project # 6U0807 to Baseline Station 222+95.83 offset of 120 feet. Thence East to a point at Baseline Station 222+97.13 offset of 150 feet; Point also being the Northern boundary of Wood Lake Section Nine recorded in Plat book 36, page 39 of the St. Louis County Records. Thence Eastwardly along the Northern boundary to its intersection with the existing City Limits of City of Chesterfield and City of Creve Coeur. Thence Northeastwardly along the existing above said City Limits to its intersection of a point; Point being the Southeast corner of West Hills subdivision recorded in Plat book 123, page 90 of the St. Louis County Records, and the Southwest corner of F. M. Wright Estates recorded in Deed book 1173, page 546 of the St. Louis County Records and the average centerline of Creve Coeur Creek. Thence North 5 degrees 45 minutes East 1173.30 feet. Thence North 43 degrees 15 minutes West 400 feet to a point; Point being the intersection of South right of way of Olive Boulevard. Thence Northwardly crossing Olive Boulevard to its intersection with a point on the South property line of Mosely Clyde E Trustee Etal property recorded in Deed book 12036, page 2461 of the St. Louis County Records. Thence Northeastwardly along the said South property line of Mosely Clyde E Trustee Etal to the Southeast corner of said Mosely Clyde E Trustee Etal property; Corner also being the intersection of the existing East City Limits of the City of Chesterfield.