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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Tuesday, May 29, 2012
7:30 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

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

FUTURE PUBLIC HEARINGS

Monday, June 11, 2012 - 7:00 p.m. - Public Hearing for FY 2013 Proposed Budget

1. CONSENT AGENDA

a. Council Minutes dated May 14, 2012

b. Resolution No. 1005 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Regarding The Lease Of The Building At 1030 N. Lindbergh

Summary: Staff is proposing waiver of rent increase for holdover on current terms for a period of 90 days, because within such time it is anticipated that an agreement can be reached on an extension of the lease.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated May 23, 2012 in the amount of \$165,861.51 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5366 - An Ordinance Repealing Ordinances Number 1612 And 1707 And Authorizing The Issuance Of A New Conditional Use Permit For A 16 Screen AMC Motion Picture Theater, With In-Theater Dining



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Service Within The West Park Development Located At 12657 Olive Boulevard. Final Reading and Passage

Summary: Section 405.370(C), eating and drinking places and motion picture theatres, except drive-in, in the “CB”, Commercial zoning district requires the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Conditional use permit Ordinance #1612, was approved by the City Council on November 22, 1993, and Ordinance #1707 was approved by the City Council on April 10, 1995, for the operation of a 55,000 sq. ft. 16-screen motion picture theatre with a maximum seating of 2,992. An application was submitted by Tammy Korte, of ArcVision, on behalf of Kevin M. Connor, American Multi-Cinema, Inc., to amend the conditional use permit to allow for in-theater dining and bar service. Planning and Zoning Commission recommended approved on April 16, 2012.

3. Bill No. 5367 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Maintenance Agreement With The Missouri Highways And Transportation Commission For The Maintenance Of Black Powder Coat On Traffic Signals Located In The MoDOT Right-Of-Way At Conway Road And South New Ballas Road. Final Reading and Passage

Summary: Approval of this agreement will allow Mercy Hospital to install traffic signal posts and mast arms with black powder coating. The city will assume responsibility towards maintaining the black finish on the equipment in the future.

4. Bill No. 5368 - An Ordinance Amending The Personnel Policy And Procedures Manual Regarding Miscellaneous Sections Of The Manual And Making Other Technical Corrections Thereto. Final Reading and Passage

Summary: The City’s personnel manual is periodically amended for updates and clarifications. The most recent amendments were adopted in May, 2011. Changes are required to be adopted by ordinance. New changes to the manual are proposed in the attached bill.

5. Bill No. 5369 - An Ordinance Adding Section 130.095 To The Code Of Ordinances Regarding Campaign Finance Reports And Making Other Related Changes To The Code Of Ordinances. Final Reading and Passage



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Summary: Would require candidates that who do not file electronic files with the State a copy of their paper Campaign Finance Reports with the City Clerk to allow more access to information by citizens.

NEW BUSINESS

- 6. Bill No. 5370 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 1,700 Square-Foot Eating And Drinking Establishment Located At 623 North New Ballas Road. First Reading**
Summary: An application was submitted by Ted Thomas, of Design Worx, on behalf of Brian Gambino, of Deli Fresh Centsable Subs, for a conditional use permit for a 1,700 square-foot eating and drinking establishment, at 623 N. New Ballas Road. Section 405.370(C), all eating and drinking places in the "CB", Commercial zoning district requires the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Planning and Zoning Commission recommended approval on May 21, 2012.
- 7. Bill No. 5371 - An Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Eliminating The Limit Of Eating And Drinking Establishments To Twenty-Five Percent (25%) Of Building Square Footage In The "MX" Mixed Use Zoning District. First Reading**
Summary: Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(2)(b)(3) to eliminate the current limit on eating places to no more than 25% of the approved building square footage, and to permit eating places without such limit through the conditional use permit process. All eating and drinking establishments in the MX District are permitted with conditions per Section 405.340(C). Section 405.340 (C)(1) would also be amended to eliminate confusion resulting from inconsistent and outdated classification of parcels, including erroneous codification of prior changes regarding eating and drinking establishments. Planning and Zoning Commission recommended approval on May 21, 2012.
- 8. Resolution No. 1006 - A Resolution By The City Of Creve Coeur To Comply With The St. Louis County Boundary Commission Five-Year Planning Cycle For Potential Boundary Changes**
Summary: Every five years, incorporated municipalities in St. Louis County must submit, to the St. Louis County Boundary Commission, a "Map Plan" of areas they might wish to annex in the subsequent five years. There is no



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obligation upon the municipalities to actually annex any of the areas shown on their Map Plan. Such plans are due to the Boundary Commission on July 1, 2012. The staff-prepared draft Map Plan was reviewed and recommended for approval by the Planning Commission on May 21, 2012.

9. Resolution No. 1007 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Purchase Of A New 20 Cubic Yard Extreme Vac Leaf Vacuum From Key Equipment Co. For \$36,945.00

Summary: The purchase of this leaf vacuum replaces a unit that was sent to the St. Louis County Equipment Auction this spring. It is also part of our normal equipment replacement rotation.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

10. Conway Road Pedestrian Crosswalk Signal at Conway/Laduemont/Sheffield

Summary: The installation of a solar powered pedestrian signal has been planned for the Conway Overlay and Sidewalk project. Residents in the adjacent subdivisions have concerns whether this is necessary. The attached report discusses the history of this improvement and the city's options.

11. Transportation Development District Updates

Summary: Staff will provide an update of the Olive and the Olive/Graeser TDDs.

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 5/24/2012
Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, May 14, 2012
7:30 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, May 14, 2012.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz said the invocation.

ROLL CALL

The following members were in attendance:

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

PRESENTATION – Certificate of Recognition - Ryan Tierney

Mayor Glantz presented Ryan Tierney with a certificate and thanked him for his hard work regarding removal of invasive honeysuckle.

COMMENTS FROM THE GENERAL PUBLIC

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

Council Member D'Alfonso reminded those in attendance that the deadline to turn in application for appointment to boards, committees and commissions is Monday, May 21, 2012.

Council Member Rhoades stated at the last meeting she submitted for the record copies of both 2012 Mayoral candidates Campaign Finance Reports. Council Member Rhoades submitted for the record a copy of both candidates' campaign literature and other election correspondence. (Exhibit A)

ACCEPTANCE OF AGENDA

Council Member Kistner requested the addition of Item 9A – Unlawful Discrimination.



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Council Member Hoffman moved, seconded by Council Member Kreuter to accept the agenda as amended, 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.

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

7:00 p.m. – Regular Meeting of the City Council

However, due to the holiday the Monday, May 28, 2012 will be moved to Tuesday, May 29, 2012 and will begin at 7:30 p.m. due to the extended work session for review of the proposed FY 2013 Budget.

FUTURE PUBLIC HEARINGS

Monday, June 11, 2012 - 7:00 p.m. - Public Hearing for FY 2013 Proposed Budget

1. CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member D'Alfonso to approve the consent agenda as presented.

a. Council Minutes dated April 23, 2012

b. Disposal of Records Pursuant to Missouri Record Retention Law

Mayor Glantz called the question to approve 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



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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated May 8, 2012 in the amount of \$281,477.89 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

None

NEW BUSINESS

2. Bill No. 5366 - An Ordinance Repealing Ordinances Number 1612 And 1707 And Authorizing The Issuance Of A New Conditional Use Permit For A 16 Screen AMC Motion Picture Theater, With In-Theater Dining Service Within The West Park Development Located At 12657 Olive Boulevard. First Reading

City Clerk read Bill No. 5366 for the first time.

George Patterson, Senior Vice President of AMC Entertainment made a presentation regarding this application.

Council Member Kistner asked if all of the screens at this location will be converted.

George Patterson stated yes, there will be 8 of each type, fork and screen and cinasuites.

Mayor Glantz asked if staff had any concerns with the application.

Paul Langdon stated no.

Chief Eidman stated he has spoken with AMC Entertainment's Head of Security as well as contacted some police departments of the cities where these types of theaters are located and they have a very good reputation.

David Caldwell resident of 257 Brooktrail Court stated he wonders where all of the teenagers are going to go and asked if AMC anticipates if the kids will patronize the other theaters in the area.

George Patterson stated yes.



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3. Bill No. 5367 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Maintenance Agreement With The Missouri Highways And Transportation Commission For The Maintenance Of Black Powder Coat On Traffic Signals Located In The MoDOT Right-Of-Way At Conway Road And South New Ballas Road. First Reading

City Clerk read Bill No. 5367 for the first time.

4. Bill No. 5368 - An Ordinance Amending The Personnel Policy And Procedures Manual Regarding Miscellaneous Sections Of The Manual And Making Other Technical Corrections Thereto. First Reading

City Clerk read Bill No. 5368 for the first time.

5. Bill No. 5369 - An Ordinance Adding Section 130.095 To The Code Of Ordinances Regarding Campaign Finance Reports And Making Other Related Changes To The Code Of Ordinances. First Reading

City Clerk read Bill No. 5369 for the first time.

Council Member Rhoades thanked the City Attorney for his time in working on this with her and a sentence was added to more strongly encourage candidates to file electronically and would hope someday that Campaign Finance Reports could perhaps be accessible on cities' websites. This will allow more access to citizens. Council Member Rhoades stated it is no secret that she filed a formal ethics complaint regarding campaign finance issues and submitted a copy for the record. (Exhibit B)

Council Member Kistner stated the ordinance states it encourages candidates to file electronically and then it states candidates shall file a paper copy with the City Clerk. It is an option if they file electronically but if they do then an added requirement is then put on that candidate. It seems a little bit of a disconnect and run a foul, perhaps by oversight by not filing with the City Clerk and in turn violate an ordinance.

Carl Lumley stated the way the ordinance reads is that first of all someone can't be cited for a violation unless the Clerk has actually asked for something and after five calendar days the candidate hasn't responded. So if a candidate has opted to file electronically, but neglects to let the clerk know that, then the clerk is going to put them in the group that is filing by paper because she doesn't have the electronic election. When the clerk asks for paper copies, the candidate would be reminded to submit a copy of their electronic filing election form. If a candidate got into a situation where they refuse to respond to the clerk it is still just set up as a potential ordinance violation with only a small fine and it doesn't have anything to do with the election.



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Council Member Rhoades stated the objective isn't to be punitive but rather to provide maximum disclosure.

Council Member Hoffman asked how are candidates obligated to report to the City Clerk.

Carl Lumley stated by faxing, regular mail, e-mail attachment or dropping off a hard copy to her office.

David Caldwell stated the fine seems too low.

6. Resolution No. 1004 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Establishing A Protocol For Election Of The Council President.

City Clerk read Resolution No. 1004.

Council Member Kreuter moved, seconded by Council Member D'Alfonso to approve Resolution No. 1004.

Council Member Nealey stated this resolution is a follow-up to the discussion at the last meeting and is an alternative procedure allowing for an open nomination process.

Council Member Nealey moved, seconded by Council Member D'Alfonso to amend the resolution to read a simple majority of a quorum as opposed to five positive votes of the eight.

Council Member Kistner stated perhaps keeping it at five would have a benefit and that is if for some reason a number of Council Members were not present for that meeting, it would make it difficult to get the five votes but then it might naturally encourage a deferral until a full Council would be present. This is meant to reflect the collective voice of the Council.

Council Member D'Alfonso stated the concern is if Council would continuously have to defer if members are absent.

Council Member Kistner stated as long as a candidate could get five votes then it wouldn't have to be deferred.

Council Member Rhoades stated if Council feels that this should be a compelling decision of the Council Members then perhaps then only the Council Members should be allowed to vote.

Carl Lumley stated the Charter establishes that the Mayor breaks all tie votes except in matters regarding the City Administrator.

Council Member Saunders stated we make decisions here at every single meeting and many of which would be of greater importance than Council President and they pass with four to three



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votes on those topics. Why would this topic be any different than anything else we vote on in the City?

Mayor Glantz called for the vote on the amendment to Resolution No. 1004, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 4 ayes and 4 nays, motion tied. Mayor Glantz voted nay to break the tie, motion failed.

Mayor Glantz called for the vote on approving Resolution No. 1004 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.

APPOINTMENTS

7. Election of Council President

Council Member Rhoades nominated Council Member Scott Saunders.

Council Member Kreuter nominated Council Member Robert Hoffman.

Council Member D’Alfonso read and presented a statement for the record. (Exhibit C)

Council Member Saunders stated he is certainly willing to serve and it is important to know that he was asked to serve and didn’t seek out the position. Council Member Saunders stated he is genuinely motivated by the words of our new Mayor. On the eve of the election, Mayor Glantz stated that he felt that he had some responsibility to bring about some healing, move the City



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forward and look to reach out to those who felt like they weren't involved or included and make them included. Council Member Saunders stated he supports all those words and regardless of what happens he will still support those words and everything he has accomplished since being elected to the Council has shown that he has worked towards that. It has to be more than words and we have to support that with action and that takes a bit of political courage because not everyone is a supporter. Council Member Saunders stated the current Mayor only carried 35% of the vote and his opponent carried 65% of the vote in Ward IV. This can be interpreted many ways but the one thing that can be interpreted is that the residents of Ward IV would very much like to see representation from their representatives in leadership on this Council. Statistics are that Ward IV has been a part of Creve Coeur for fifteen years and only for one year did a Ward IV Council Member sit as the Council President and that was in 1999. Since that time it has rotated through the other Wards. In a time when we say we want to try and bridge divides and move forward, if not now then when, is the correct time to create that balance.

Council Member Nealey stated we are fortunate enough to have two great nominees, but she is going to cast her vote for Council Member Saunders. Council Member Nealey stated the deciding factor for her is that he does represent Ward IV.

Council Member Wang stated he is undecided as they are both equal in their qualities and abilities and will decide when it is his turn to vote.

Council Member Kistner stated she would be proud to have either nominee serving as Council President but would like to respond to the notion that the Council President role should reflect some even distribution across Wards. It has been a reflection of respect among Council Members for fellow Council Members. Relationships have been somewhat difficult over the past recent years and as Council Member Rhoades has pointed out the other Ward IV Council Member has already filed an ethics complaint against our current Mayor. There are reasons that have nothing to do with Ward IV and more to do with individuals and how they interact with other Council Members that have probably lead to those past votes. It is unfair to suggest that it has somehow been directed to Ward IV.

Council Member Rhoades asked Council Member Kistner how her vote translates against Council Member Saunders. Is it because he is a Ward IV Council Member like her and that therefore he has a cloud of controversy over his head.

Council Member Kistner stated no, he is equally worthy to Council Member Hoffman but that if you look at the history there are other factors that lead to that fact that there has not been a Council President from Ward IV.

Council Member Hoffman stated he is honored to be nominated and really does look forward to bringing everyone together for the good of the City. It was he that cosponsored the resolution



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for the interviewing process for the nominating committee and feels that he could handle that situation on a non-biased basis.

Council Member D'Alfonso stated in no way does she want to suggest that Council Member Hoffman would not be unbiased in his serving. But for her it is a perception issue and both nominees have been on P & Z, elected to Council at the same time. But Council Member Saunders is the only one who could break this perception of the self-perpetuating cycle. And being from Ward III and being close to a lot of residents of Ward IV, she knows that the people that are paying attention to politics and interested in our local government it will seem like a self-perpetuating circle if this continues and this is way to send a message.

Mayor Glantz called for the vote for Council President, with the vote upon such nominations being as follows, to-wit:

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

The vote on the motion being 4 ayes and 4 nays, motion tied. Mayor Glantz voted for Council Member Hoffman to break the tie. Council member Hoffman elected Council President.

BUSINESS FROM THE MAYOR and CITY COUNCIL

8. Planning and Zoning Council Liaison

Mayor Glantz stated in reviewing all of the boards, committees and commissions he noticed it has been a few years since a Council liaison has been appointed to Planning and Zoning Commission and would like to discuss to see what the feeling is to appoint a Council liaison for the Planning and Zoning Commission.

Council Member Kistner stated she recalls the discussions that led to the Council ending a liaison and at that time Paul Langdon became the liaison. That has worked very well, but she would be open to reinstating the position and would be interested in hearing from Planning and Zoning.

Council Member Rhoades stated one of the reasons she became involved in City government was precisely because the liaison from the City Council manipulated the schedule of the P & Z agenda before P & Z got a hold of it. So the Miners Nursery proposal was drastically altered before it was taken to P & Z in large part on the recommendation from the Council liaison to P & Z. Council Member Rhoades stated she has stood firm to make sure, to the best of her ability,



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that the P & Z Commission and the City Council have as much autonomy from each other as possible and as a system of checks and balances. Our professional Planner is completely capable to serve as a communication liaison back and forth and has done an excellent job.

Council Member Hoffman stated he would like to agree with Council Member Rhoades' thoughts.

Council Member Kreuter stated he doesn't see where it would be a problem.

Council Member Rhoades stated the P & Z meetings are open meetings and anyone is free to sit in on any of the meetings and so are the Council meetings. Council Member Rhoades stated she would like to take it one step further and allow P & Z to appoint their own Chair to even further the autonomy.

Paul Langdon stated he is happy to continue to serving in the role and generally his recollection is from the P & Z Commission at the time that there was sort of a split opinion whether they needed to have a Council Member present. But ultimately they felt like the fact that a Council Member could attend at any time there was a matter of interest and it is always the policy that the Planning Director be at both Planning Commission and Council it probably wasn't necessary. A couple of members expressed that there is a sort of feeling of pressure on occasion when an issue arises and the Council Member expresses a very particular opinion. The Commission was expressing a desire for autonomy so they supported the split at the time.

Mayor Glantz stated one of the reasons he asked for it to be discussed was that it is a huge time commitment to someone on Council as it will tie up most Monday evenings.

Council Member Saunders stated as a former P & Z Commissioner he never felt the lacking of the absence of a Council Member or a lack of communication.

Robert Kent resident of 13084 Fern Trails Lane stated the more autonomous Planning and Zoning Commission is the right way to go.

9. Boards, Committees and Commissions Council Liaisons

Mayor Glantz stated he will be contacting the Council Members over the next few days to see if Council Members are happy with their liaison positions.

9A. Unlawful Discrimination

Council Member Kistner stated she will be bringing forward at the next meeting an ordinance form. Several of the surrounding communities have passed non-discrimination ordinances by adding to the existing protected classes like race, gender, age and added classes which included sexual orientation and gender identity.

BUSINESS FROM CITY ADMINISTRATOR

10. City Promotional Video



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7:30 PM

Mark Perkins stated in April 2012, the City requested proposals to produce: 1) 5-minute video; 2) 15-second commercial; and 3) 30-second commercial. As you may recall from previous memos, the intended audience would be businesses and/or homeowners seeking to relocate from the region or nationally. The City received 18 proposals ranging in cost from \$6,500 to \$64,607. Several firms met the criteria. While 13 of them were located in the St. Louis Metropolitan area, none are within the city limits of Creve Coeur. Based on affordability, quality of samples provided, professional experience and positive feedback from references, staff recommends the contract be awarded to Illustrated Man located in St. Louis. The total cost for the project is \$8,768. Illustrated Man has 20 years of television production experience and has won 70 national awards for excellence in video production. Some of their clients include Blue Man Group, City Mortgage, Animal Plant, The Muny, McCarthy Construction and the St. Louis Zoo. Illustrated Man has also offered to provide an additional fully produced 30-second TV spot to be aired three times on KPLR Channel 11. This would be at no additional cost to the City of Creve Coeur. Illustrated Man will also rent and use a jib in some of the scenes at no additional cost to the City. Mercy Hospital St. Louis and Monsanto are still interested in underwriting this project. The entire project is anticipated to take approximately five months with the project complete no later than October 1, 2012.

Scott Simon resident of 704 Country Manor Lane stated he is upset over the City's decision to use Illustrated Man. Mr. Simon stated he works for George Wise Video and three of the four employees of the company are residents of Creve Coeur, which was stated in their proposal. Mr. Simon claimed that Illustrated Man has been fired by McCarthy Construction and that staff should go back and do some additional research on the company that they have chosen.

Mark Perkins stated he will have to go back and talk to staff regarding Mr. Simon's claims/comments and report back to Council.

Council Member Wang moved, seconded by Council Member D'Alfonso to go into Executive Session at 8:58 p.m., pursuant to Section 610.021(2) (real estate) and (12) contract negotiations and Section 610.022, 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 Hoffman, to resume regular session at 9:16 p.m., with the vote upon such motion being as follows, to-wit:



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 14, 2012
7:30 PM

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 D’Alfonso moved, seconded by Council Member Kistner to adjourn at 9:18 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.

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

RESOLUTION NO. 1005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, REGARDING THE LEASE OF THE BUILDING AT 1030 N. LINDBERGH.

WHEREAS, the City made and entered into that certain Lease dated June 1, 2007, with Lewisites, Inc. regarding the building at 1030 N. Lindbergh pursuant to Ordinance 4080; and

WHEREAS, the term of the lease ends May 31, 2012, and the City and Lewisites, Inc. are in active negotiations regarding a potential new lease; and

WHEREAS, it would be beneficial to the City to preserve the relationship with Lewisites, Inc. during such negotiations, so that the building remains occupied and Lewisites, Inc. remains interested in the prospect of a new lease; and

WHEREAS, Lewisites, Inc. can remain on the premises pursuant to the terms and conditions of the current Lease on a holdover basis, but could decide not to do so if the City applied the holdover rent of 150% of the rate charged during May 2012 pursuant to the Lease terms;

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

SECTION 1 – The City Administrator is hereby authorized to continue negotiations for a new lease of the building at 1030 N. Lindbergh with Lewisites, Inc. or any successor in interest, for a period of 90 days after May 31, 2012. If Lewisites, Inc., or any successor in interest continues to occupy the premises during such period on a holdover basis, all terms and conditions of the current Lease shall continue to apply as provided therein, except that the City hereby waives the obligation of Lewisites, Inc. to pay more than 100% of the rate of rent charged during May 2012 under that Lease. Any new lease made and entered into by the City and Lewisites, Inc. shall supersede the current Lease and this Resolution. Unless the City Council determines otherwise, in the absence of a new lease, if Lewisites, Inc. or any successor in interest continues to holdover after the end of the 90 day period, its obligation to pay 150% of the rate of rent charged during May 2012 shall resume.

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

ADOPTED THIS 29th day of May, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC

CITY CLERK



CITY OF CREVE COEUR

May 24, 2012

To: Mayor and City Council
Re: 1030 N. Lindbergh Lease

The City has leased the building located at 1030 N. Lindbergh to Lewisites Landscape Architects since 2007. Staff is currently involved in discussions with Lewisites about a possible lease extension. The five-year lease expires on May 31, 2012.

As provided in the draft resolution, staff is proposing an amendment to the lease to allow the current terms to be extended for a period of 90 days, within such time it is anticipated that an agreement can be reached on an extension.

Sincerely,

Mark Perkins
City Administrator

**AN ORDINANCE APPROVING A LEASE OF THE
BUILDING AT 1030 N. LINDBERGH.**

WHEREAS, the City owns and uses property located at 1030 N. Lindbergh, but does not currently make use of the building on that property and has no intent to make use of it in the foreseeable future; and

WHEREAS, it is in the best interests of the City to derive value from the building, rather than allow it to go unused; and

WHEREAS, the City Administrator has negotiated a lease with Lewisites, Inc. subject to approval of the City Council; and

WHEREAS, on April 16, 2007, the Planning and Zoning Commission recommended approval of leasing the building; 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 three times before final passage by the City Council; and

WHEREAS, the City Council has determined that such lease should be approved;

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

Section 1.

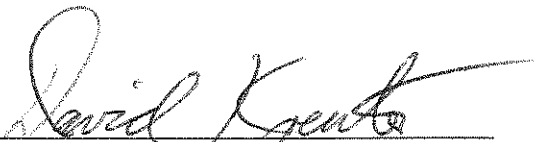
The Lease between the City of Creve Coeur and Lewisites, Inc. attached hereto as Exhibit A is hereby approved and the Mayor is authorized and directed to execute that Agreement on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby

authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2.

This Ordinance shall become effective at the expiration of 15 days after adoption by the City Council and the signing hereof by the Mayor pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS 14TH DAY OF MAY, 2007.



DAVID KREUTER
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS 14TH DAY OF MAY, 2007.



HAROLD DIELMANN, MAYOR

ATTEST:



LAVERNE COLLINS,
CMC
CITY CLERK

LEASE

THIS LEASE, is made and entered into effective the 1st day of June, 2007, by and between The City of Creve Coeur, hereinafter called "Landlord" and Lewisites, Inc, hereinafter called "Tenant".

WITNESSETH:

Premises

1. Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Tenant, does hereby lease to Tenant, and Tenant hereby leases from Landlord that certain premises consisting of approximately 1900 square feet of improved building space (the Building) in "as is" condition, located on that certain parcel of land which is described on Exhibit A attached hereto and made a part hereof (which Improvements and land are hereinafter referred to collectively as the Premises) and which Premises are commonly known and referred to as 1030 N. Lindbergh, Creve Coeur, MO 63141. Tenant acknowledges that it shall have no right to make use of the basement for storage or any other purpose. Tenant acknowledges that Landlord reserves the right to use the remainder of its property at said address, including all areas behind the building for its current public works operations including leaf storage and composting and equipment storage.

Term

2. The term of this Lease shall be for five (5) years, commencing on June 1, 2007 and ending on May 31, 2012, both dates inclusive.

Rent

3. Tenant shall, without deduction, abatement or set-off of any nature whatsoever, pay to Landlord, minimum fixed annual rent for the Premises as follows:

a. For the period from June 1, 2007 to May 31, 2009, the sum of \$18,000.00 per year, to be paid by means of provision of professional landscape architectural design services upon reasonable written request by the City issued pursuant to the City's standard purchasing procedures. Such services shall be provided at Tenant's standard commercial rates as regularly paid by private clients. The parties shall mutually track the status of such services relative to rent owed and shall reconcile the account at the end of each twelve month period. Upon such reconciliation, if Tenant has provided services in excess of the amount of rent owed, the City shall pay for such services unless the parties agree to carry such amounts over to the next year. If Tenant has not provided services in excess of the amount of rent owed, the shortfall shall remain due and owing to be paid by means of subsequent services during the term of the lease.

b. For the period from June 1, 2009 to May 31, 2010, the sum of \$600.00 per month to be paid in cash and the sum of \$9,000 to be paid by means of provision of professional services as described above. However, at least thirty (30) days prior to the commencement of this period, Landlord or Tenant may provide written notice to other party for rent to be paid in cash in the amount of \$1,200 per month in lieu of the foregoing combination of cash and services.

c. For the period from June 1, 2010 to May 31, 2011, the sum of \$650.00 per month to be paid in cash and the sum of \$9,500 to be paid by means of provision of professional services as described above. However, at least thirty (30) days prior to the commencement of this period, Landlord or Tenant may provide written notice to other party for rent to be paid in cash in the amount of \$1,300 per month in lieu of the foregoing combination of cash and services.

d. For the period from June 1, 2011 to May 31, 2012, the sum of \$700.00 per month to be paid in cash and the sum of \$10,000 to be paid by means of provision of professional services as described above. However, at least thirty (30) days prior to the commencement of this period, Landlord or Tenant may provide written notice to other party for rent to be paid in cash in the amount of \$1,400 per month in lieu of the foregoing combination of cash and services.

e. Cash payments required above shall be payable in advance and without demand on the first day of each and every calendar month during the term of this Lease, as applicable. If the commencement date of this Lease shall be other than the first day of a calendar month, then Tenant shall pay rent on the commencement date at the rent herein established on a pro rata basis for the number of days of tenancy during such initial partial month and shall thereafter make rent payments on the first day of each calendar month, with a like adjustment for the final month of the lease term, if applicable. If the Premises are not available and ready for occupancy by the stated commencement date, and such unavailability or unreadiness is not occasioned or caused by Tenant (such as Tenant's failure to promptly approve plans or specifications or make improvements to the Premises which are to be made by Tenant), then the Lease commencement date shall be the first day of the calendar month next succeeding the month in which the Premises are available and ready for occupancy, and the termination date shall be extended accordingly.

f. The rent shall be payable at the office of Landlord at 300 N. New Ballas Road, Creve Coeur – Missouri c/o City Administrator, or at such other place as Landlord may from time to time designate in writing.

***Real Estate
Taxes***

4. The parties recognize that Landlord is a governmental entity and its real property is generally exempt from taxation. Accordingly, no real property taxes are anticipated and any such applicable taxes will be the responsibility of the Landlord.

Insurance

5. At all times during the term of this Lease, Tenant will carry and maintain at Tenant's expense Public Liability Insurance with a combined single occurrence limit of not less than One Million and no/100 Dollars. Tenant shall also carry and maintain Fire and Extended Coverage Insurance (including earthquake insurance) covering the Improvements in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements, and all of Tenant's leasehold improvements in the Premises without deduction for depreciation, providing protection against all perils included within the classification of fire and extended coverage vandalism, malicious mischief, special extended peril, glass breakage. All policy proceeds will be used and made available for the repair or replacement of the property damaged or destroyed.

All policies of insurance which Tenant is obligated to maintain pursuant to this Lease will name Landlord, and such other persons or firms with a valid insurable interest as Landlord shall specify from time to time, as additional primary insureds. Original or copies of original policies (together with copies of the endorsements naming Landlord and any others specified by Landlord as additional primary insureds) and evidence of the payment of all premiums for such policies will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least ten (10) days prior to the expiration of the terms of each such policy. All public liability insurance maintained by Tenant will contain provisions that Landlord and any other additional insured, although named as an insured, will nevertheless be entitled to recover under such policies for any losses claimed by Landlord and such other additional insureds, and their agents and employees as a result of the acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated or amended except after thirty (30) days prior written notice to Landlord. Tenant shall place said insurance with reputable insurance companies qualified to do business in the State of Missouri. The proceeds of any and all such insurance shall be made available to Landlord to reconstruct the Improvements in the event of a casualty or any other damage to the Improvements.

Landlord and Tenant hereby waive the right each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, to the Premises or its contents arising from any risk insured against by Landlord or Tenant; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. This release shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause or otherwise provide that this release shall not affect the right of the insured to recover under such policies.

Operating Expenses

6. Tenant shall be responsible for maintaining and removing all ice and snow from the parking lot and sidewalks, excluding driveway as identified on Exhibit A located west of the front building line; Landlord shall be responsible for removing all ice and snow from driveway (marked as "City Ingress/Egress" on Exhibit A and mowing grass

Late Charge

7. A late charge equal to five percent (5%) of the delinquent payment may be assessed at Landlord's option, as additional rent, in the event that any rental or other sum due hereunder is not paid within ten (10) days of when the same was due. In addition, any and all delinquent payments of rent, additional rent and all other sums payable hereunder shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency until paid. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay rent in the manner set forth herein.

Use of Premises

8. The Premises shall only be used and occupied by Tenant during the term hereof, subject to the conditions herein contained for purposes of operating a professional landscape architectural design firm. In no event shall the Premises be used or occupied by Tenant in any manner contrary to law, zoning regulations or recorded restrictions.

***Assignment
and Subletting***

9. Tenant shall not assign this Lease nor sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. No assignment of this Lease or subletting hereunder and no acceptance by Landlord of any rent or any other sum of money from any assignee or sublessee shall release Tenant from any of its obligations under this Lease and, in any event, Tenant shall remain primarily liable on this Lease for the entire term hereof and shall not be released from the full and complete performance of all the terms, conditions, covenants and agreements herein contained.

Landlord's interest in this Lease may be assigned by Landlord in connection with the sale or other conveyance of the Premises and, upon any such assignment, the obligations of Landlord hereunder shall become obligations solely of such assignee following Landlord's written notification to Tenant of the assignment of Landlord's interest in this Lease.

Trash Removal

10. Tenant shall be responsible for arranging and paying for the removal of its trash.

***Repairs
and Maintenance***

11. Tenant shall, at its sole cost and expense, keep and maintain the Premises, in good order, condition and repair and shall not cause or permit any nuisance or waste nor allow any trash to accumulate on the Premises. Tenant's maintenance obligations shall include but shall not be limited to maintaining in good repair and replacing, if any, necessary items in the Premises, which may be needed or required, except to the extent such items come under Landlord's repair and maintenance obligations under this Lease

In the event that the Premises become in need of repairs, which are required to be made by Tenant, Landlord may give written notice thereof to Tenant and Tenant shall proceed to make such repairs within thirty (30) days after the notice. If Tenant fails to timely make such repairs, Landlord may make the necessary repairs at the expense of Tenant. All reasonable amounts expended by Landlord shall be due and payable upon ten (10) days prior written notice to Tenant.

Obligations:

12. Landlord will be responsible, during the term of the Lease, to maintain, repair and/or replace when necessary all structural members, walls, windows and door frames, sprinkler systems, roofs, electrical wiring and plumbing lines affecting, relating to, or in the Premises, structural damage or deterioration of the Building or Premises; and maintain, repair and/or replace when necessary all storm, sewage and drainage systems, other utility facilities, parking lot areas, and exterior lighting.

***Landlord's
Warranties:***

13. Landlord warrants, represents and covenants to Tenant that:

a. Landlord has the full power and authority to execute and deliver this Lease and to perform its obligations under this Lease and such execution and deliver shall not cause a breach of any agreement, mortgage, contract or other instrument or document to which Landlord is a party or to which the Project is subject;

b. Landlord holds good and marketable title to the Project and to all improvements, equipment, fixtures and all other personal property appertaining thereto free and clear of all restrictions, covenants, easements, mortgages, tenancies and occupancies in the Premises, and any other encumbrances that would in any way interfere with Tenant's rights under this Lease;

c. Tenant upon paying the Rent and performing its obligations as herein provided shall and may peaceably and quietly have, hold and enjoy the Premises;

d. All utility services, including gas, electric, telephone, water, sanitary sewer and other utilities, are available for Tenant's use in the Premises and will be available during the Term.

Alterations

14. Tenant shall not make any alteration, addition or improvement of a permanent nature to the Premises without first obtaining the prior written consent of Landlord. Any such alteration, addition or improvement made by Tenant after such consent shall have been obtained shall be made strictly in accordance with all applicable building codes, governmental regulations, and all such alterations, additions or improvements shall become the property of Landlord upon the expiration or sooner termination of this Lease. Furthermore, any and all alterations or improvements made by Tenant shall be done expeditiously and in a good and workmanlike manner. Tenant agrees to provide Landlord with a performance bond or other security satisfactory to Landlord to insure the fact that there will be no mechanics' liens or materialmens' liens or other liens against the Premises caused by Tenant's alterations or other improvements, and Tenant does hereby agree to indemnify and hold harmless Landlord and its elected officials, officers, employees and agents from and against any and all mechanics' liens and materialmens' liens or other liens against the Premises caused by Tenant's alterations or other improvements to the Premises. Any accessibility required by the Landlord under the provisions of the city's adopted building code or other applicable codes or statutes shall be the landlord's responsibility. However, if any local, state or federal authority other than the Landlord provides notice requiring alterations for accessibility as a result of or relating to the Tenant's operations shall be the sole responsibility of the Tenant subject to the consent of the Landlord.

Signage

15. Tenant may place one or more identification signs on the Premises provided, however, that such signs shall be installed and maintained by Tenant, at Tenant's sole cost and expense, and shall conform to all applicable governmental laws, rules and regulations and any all private land restrictions which may effect the Premises. Tenant shall remove all signs placed upon the Premises by Tenant upon the termination of this Lease.

Utilities

16. Tenant shall pay for all gas, electricity, heat, air-conditioning, sewer and telephone service and all other utilities used in and upon and supplied to the Premises. Tenant shall pay Landlord \$360 per year for water service payable in advance and without demand on the first day of June of each year during the term of this Lease beginning June 1, 2007.

Mechanic's Lien

17. Tenant shall not permit any mechanic's liens to be filed against the fee of the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to

Tenant or anyone holding the Premises through or under Tenant, whether prior or subsequent to the commencement of the term hereof. If any mechanic's lien shall at any time be filed against the Premises and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of the Lease.

Access

18. Landlord, and its duly authorized agents, employees and contractors shall have the right to inspect the Premises at all reasonable times on twenty four (24) hours' prior written notice to Tenant. In addition, Landlord may, upon twenty four (24) hours prior written notice to Tenant, enter upon the Premises during normal business hours to show the Premises to prospective purchasers, mortgagees and insurance representatives and may, during the last six (6) months of the term of this Lease, show the Premises to prospective tenants.

Liability

19. Anything contained in the Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord to Tenant in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering the Premises, and no other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

Landlord shall not be liable for any failure of water supply, gas or electric current; nor for any injury or damage to person or property caused by gasoline, oil, steam, gas, electricity, hurricane, tornado, earthquake, flood, wind or similar storms and disturbances; nor water, rain or snow which may leak or flow from the street, sewer, gas mains or sub-surface areas from any part of the Improvements on the parcel of which the Premises are a part; nor for any interference with light or air.

Landlord shall not be responsible or liable to Tenant for damage or injury to Tenant or Tenant's property from any cause whatsoever. Tenant waives all claims against Landlord for damages or injury to persons or property arising from any cause or reason whatsoever. Tenant shall hold harmless and indemnify Landlord and its elected officials, officers, employees and agents from all damages arising out of any damage or injury to any person or property occurring in, on or about the Premises, except for damages resulting solely from the negligent acts of Landlord, Landlord's agents, servants, employees, or those acting under the authority of Landlord. Landlord shall hold Tenant harmless and indemnify it from all damages arising out of any such negligent acts of Landlord.

*Damage
or Destruction*

20. Except as otherwise provided herein, if the Premises are wholly or partially destroyed by fire or other casualty, Tenant shall promptly, through the insurance process, rebuild, repair or restore same to their condition at the time immediately preceding the loss or damage. Landlord shall not be liable to said Tenant or any other person or corporation, including employees for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage, or leakage of water, gas heating and sewer pipes or plumbing, upon, about or adjacent to said premises. If the damage is caused by an insured casualty, Tenant shall give immediate notice thereof in

writing to Landlord, and shall fully cooperate with Landlord and the mortgagee (if any) in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance shall be made available for such restoration subject to the right, if any, of any mortgagee to apply the same to the payment of the note secured by such mortgage or deed of trust.

The destruction of said building or premises by fire or the elements or such material injury thereto as to render said premises unquestionably untenable for one hundred twenty (120) days shall at the option of said Landlord or Tenant produce and work a termination of this lease. Notice of such election shall be provided promptly upon determination that the premises are untenable. Possession of the within demised premises and all additions and permanent improvements thereof shall be delivered to Landlord upon fifteen (15) days' written notice and that Landlord or Tenant has exercised said option, and thereupon, Landlord shall be entitled to and may take immediate possession of the demised premises, any other notice or demand being hereby waived.

If said building is not unquestionably untenable for one hundred twenty (120) days, in such case, just and proportionate part of said rental shall be abated until said premises have been restored.

Condemnation

21. If all of the Premises, or such a substantial portion thereof as shall prevent Tenant from conducting its business under this Lease, shall be taken by proper authority for public or quasi-public use, whether by use of right of eminent domain with or without litigation or transferred by agreement in connection with any such public or quasi-public use, Tenant may terminate this Lease by giving Landlord written notice of such termination within thirty (30) days after such taking and the rent shall abate during the unexpired portion of this Lease, effective from the date when possession of the part so taken shall be required. If a portion of the Premises is taken and the part not taken shall be sufficient for the reasonable use of Tenant's business under this Lease, the annual base rent payable under paragraph 3 of this Lease shall be equitably reduced taking into account the size of the Premises so taken and the size of the Premises originally leased as well as the respective values of the space taken and the space not taken. All compensation awarded for any such taking shall belong to and be the property of Landlord or the mortgagee (as governed by separate agreement between them); provided, however, that Tenant shall be entitled to an award only for Tenant's loss of business and the taking of or depreciation to, and the cost of removal of, Tenant's stock in trade, trade fixtures, equipment and other personal property in or on the Premises.

Surrender Upon Termination

22. At the expiration of the lease term, Tenant shall surrender the Premises in good order, condition and repair, excepting only reasonably wear and tear.

Notwithstanding any provision of law or any judicial decision to the contrary, the term of this Lease shall expire on the termination date herein mentioned without notice being required from either party or on such earlier date as may be otherwise herein provided for. In the event that Tenant or any party holding under Tenant shall remain in the Premises beyond the expiration of the term of this Lease, whether by limitation or forfeiture, such party shall pay monthly rent to Landlord at the rate of one hundred and fifty percent (150%) the rate of rent charged during the last month of the term of this Lease during such holdover

period. The provisions of this Lease shall be otherwise applicable. Prior to termination of this Lease, or any extension hereof, if Tenant is not in default of any obligations or covenant under this Lease, Tenant may remove its office supplies and moveable office furniture and equipment from the Premises, and shall promptly repair any damage caused by such removal.

Tenant Default

23. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to pay the minimum fixed or additional rent hereby reserved when due and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (ii) if Tenant shall fail to comply with any term, or provision, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors; (iv) subject to the provisions of the Federal Bankruptcy Laws, if Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudicated bankrupt or insolvent in the proceedings filed against Tenant hereunder; (v) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; ; (vi) if Tenant shall desert or vacate any substantial portion of the Premises.

Upon the occurrence of any such event of default, Landlord shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law) without any notice or demand whatsoever:

a. Enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of its obligation to make the monthly payments of rent herein reserved, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and any personal property or trade fixtures located therein, and change or alter the locks and other security device, and relet the Premises in the name of Landlord or Tenant, at any rental readily obtainable, and receive the rent therefore. In such event, Tenant shall pay to Landlord on demand, the expense of such reletting, and any deficiency that may arise by reason of such reletting for the residue of the term of this Lease.

b. Forfeit and terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and any personal property or trade fixtures located therein.

c. If Landlord elects to terminate this Lease as above provided (and Landlord may elect to terminate this Lease at any time after an event of default, even after and notwithstanding Landlord's prior election to terminate Tenant's right to possession only as provided above), Landlord shall forthwith upon such termination be entitled to recover as damages, and not as penalty, in addition to all damages sustained for the period prior to termination of this Lease, an amount equal to the then present value of the annual fixed rent and all additional rent for the remainder of the term of this Lease, less the then present reasonable

rental value of the Premises for the remainder of the term. The present reasonable rental value of the Premises shall be determined according to the actual rental rate at which the Premises shall have been relet (less all expenses described above), if the Premises shall have been relet at the time the determination is made, or which shall be determined according to expert opinion of the rental rate at which the Premises can be relet within a reasonable time, discounted for a reasonable vacancy factor and reasonable reletting expenses, if the Premises shall not then have been relet.

d. Pursuit by Landlord of any of the foregoing remedies or any other remedy provided by law shall not constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation by Tenant of any of the terms, provisions and covenants of this Lease. In no event shall Tenant be relieved from its obligation to pay the rentals specified in this Lease by reason of a surrender of possession, termination of this Lease or for any other reason whatsoever, unless specifically agreed to in writing by Landlord

e. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

f. If Landlord incurs any expenses, including court costs and attorney's fees, as a result of a default by Tenant under this Lease, then such expenses shall be reimbursed by Tenant as additional rent, whether or not such default is subsequently cured.

Subordination

24. This Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which now or hereafter may constitute a lien on the fee of the Premises and to any agreements at any time made by Landlord, modifying, supplementing, extending, or renewing any such mortgage or deed of trust. The provisions for the subordination of this Lease shall be self-operative and no further instrument shall be required to effect such subordination; provided, however, that Tenant shall, upon request by Landlord, execute and deliver any and all instruments that may be reasonable, necessary or proper to effect and evidence such subordination, and to evidence Lessee's agreement to attorn to the mortgagee or any purchaser at a foreclosure or judicial sale of the Premises.

Code Compliance

25. Once the space is delivered to Tenant, Tenant shall at its sole cost and expense, comply or cause the Premises to comply with legal requirements which may be enacted concerning the Tenant's use of the building. Landlord shall deliver the Premises to Tenant with no known code infractions.

Environmental Covenants

26. Tenant shall not use, store, manufacture, dispose of or discharge any pollutants, contaminants, or harmful or hazardous substances from or on the Premises or otherwise occupy or permit the Premises to be occupied or used in a manner which (i) violates any law, regulation, rule or other governmental requirement, (ii) impairs the health, safety or condition of any person or property or (iii) adversely affects the use, enjoyment or value of the Premises or the

surrounding property. Tenant shall promptly notify Landlord of the breach, or the potential or threatened breach, of any of the provisions of this paragraph. Tenant shall indemnify and hold Landlord and its officers, elected officials, employees, and agents, harmless from any loss, claim, liability or expense (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and restoration expenses) arising in connection with Tenant's failure to comply with the provisions of this paragraph. A breach of the provisions of this paragraph shall be a material default-enabling Landlord to exercise any of the remedies set forth in this Lease. Tenant's obligation hereunder shall survive the termination of this Lease. Landlord will indemnify and hold harmless Tenant for any environmental damages that occurred prior to the Tenant's occupancy.

Notices

27. Any notice under this Lease shall be in writing and shall be deemed to be duly given if delivered personally or mailed by registered or certified mail, addressed to Landlord at the address at which it receives rent and addressed to Tenant at the Premises.

***Headings
and Definitions***

28. It is agreed that the headings and phrases as to the contents of particular paragraphs of this Lease are inserted only as a matter of convenience and for reference, and are in no way intended to be a part of this Lease, or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer. Wherever in this instrument pronouns or words indicating the singular number appear, such words shall be considered as masculine, feminine or neuter pronouns or words indicating the plural number, and vice versa, where the context indicates the propriety of such use.

Modification

29. Landlord and Tenant agree that this Lease contains the entire agreement between them and shall not be modified in any manner except by an instrument in writing signed by each of them.

Benefit

30. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

Parking

31. Tenant will be allowed parking on the front parking pad area (west of the fence).

Lease Status

32. Tenant agrees that from time to time, upon the request of Landlord, it will execute and deliver such statements or certificates as may be required by any lender or prospective purchaser of Landlord regarding the status of Tenant's lease and occupancy. Tenant further agrees that within twenty (20) days after receipt from Landlord of a request for confirmation of lease terms and status it will execute and return same to Landlord, noting any corrections thereto, failing which the terms and status of this Lease and Tenant's occupancy there under shall be deemed as stated in such notice.

No Brokers

33. Landlord and Tenant each confirm that no broker is entitled to any fee as a result of this lease.

Tenant Termination

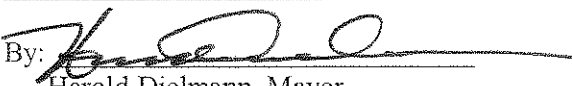
34. Tenant shall provide Landlord written notice of any material breach of this Lease. In the event Landlord fails to cure such breach within 30 days after

receipt of such notice, then Tenant may upon further written notice terminate this Lease and vacate the Premises within 60 days after the date it delivered the first notice of breach to Landlord. Tenant shall nonetheless owe rent through and including the date it vacates the Premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the day and year first above mentioned.

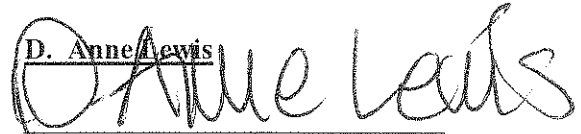
LANDLORD:

The City Of Creve Coeur

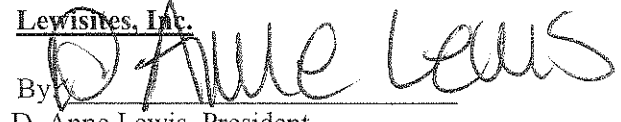
By: 
Harold Dielmann, Mayor

Date: 6-4-07

TENANT:

D. Anne Lewis

D. Anne Lewis, individually

Lewisites, Inc.

By: 
D. Anne Lewis, President

Jay D. Doty, Corporate Secretary

By: 
Jay D. Doty, Corporate Secretary

Date: 5-22-07

5.25-07

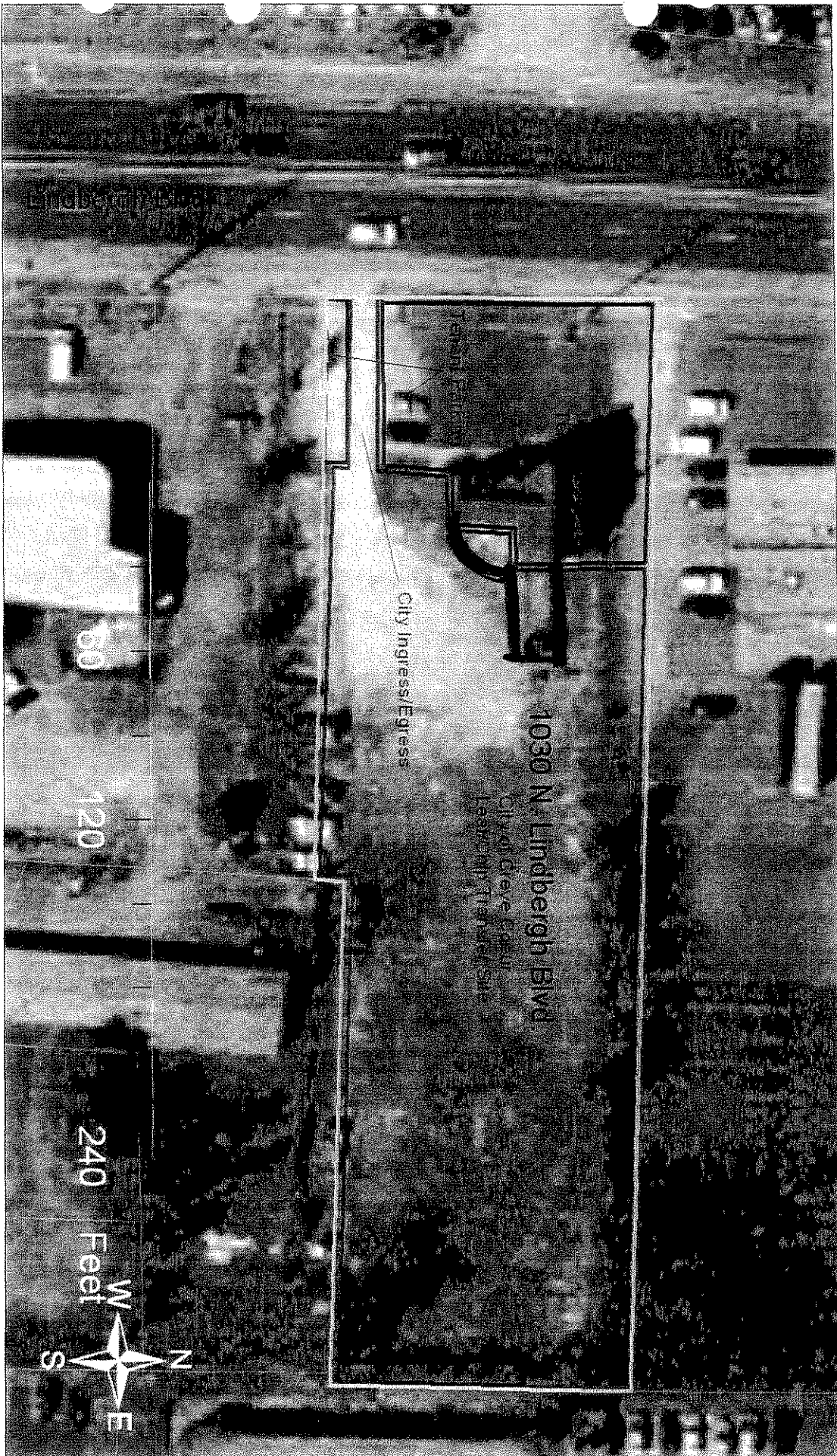
expanda
limits

Dave
Lewis

1030 N. Lindbergh Blvd. Tenant Site Usage

Tenant Site Usage Limits

City Site Usage Limits



Drawing Not to Scale
Property lines may not be exact.

LEWISITES, INC.
LANDSCAPE ARCHITECTURE

314-989-9530
311 N. LINDBERGH SUITE 100
ST. LOUIS, MO 63141

PIONEER BANK AND TRUST COMPANY

80-1086-810

1339

5.25.07

PAY TO THE
ORDER OF

The City of Creve Coeur \$300.-
three hundred sixty & 25/100 DOLLARS

MEMO

water utility 2007 D M M

⑈001339⑈ ⑆081010860⑆ ⑈60002182⑈



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

DATE: May 23, 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 May 23, 2012 in the amount of \$165,861.51.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00084	2		38482334606	08-May-12	COCA-COLA	VENDING SODA-GARAGE	01-00-00-4739	168.00
00066	1		204630	25-Apr-12	FROESEL OIL	2500 GAL DIESEL FUEL	01-00-00-1653	8,759.75
01689	0		153272	11-May-12	PUBLIC AGENCY TRAINING COUNCIL	HANDS-ON FGERPRT REC SEMINAR	01-00-00-2411	<u>550.00</u>
Sum of Invoices								9,477.75



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X0508	01-May-12	AT&T	CELL PHONE USAGE APRIL 2012	01-11-12-6253	147.42
00548	0		82136	02-May-12	NATIONAL LEAGUE OF CITIES	ANNUAL DUES	01-11-12-6262	<u>1,489.00</u>
Sum of Invoices								1,636.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		050112	01-May-12	ASI	FLEX PLAN ADMIN FEES	01-12-11-6203	175.20
00114	11		832132988X0508	01-May-12	AT&T	CELL PHONE USAGE APRIL 2012	01-12-11-6253	5.80
01447	0	P001378	18567	08-May-12	DIVERSIFIED PRINTING INC	PRINTING OF MAY 2012 NEWSLETTER	01-12-11-6203	898.00
01682	0		050112	01-May-12	MISSOURI BIOTECHNOLOGY ASSOCIATION	ANNUAL DUES 2012 HANDLING/MAILING RESIDENT NEWSLETTER	01-12-11-6262	250.00
01262	0	P001375	25927	03-May-12	SPECIALTY MAILING		01-12-11-6203	230.50
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-12-11-6253	52.10
Sum of Invoices								1,611.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00278	1		F98023060101	16-May-12	GLOBAL GOV/ED SOLUTIONS, INC.	REPLACE SCANNER-FINANCE	01-12-51-6213	417.00
						JUMP DRIVE & ETHERNET SWITCH REPLACEMENT-		
00278	1		F97118530101	01-May-12	GLOBAL GOV/ED SOLUTIONS, INC.	IT	01-12-51-6213	127.00
00401	0		12-5558S	04-May-12	NSC DIVERSIFIED	EXAMINE SCANNER-SEE IF CAN BE REPAIRED	01-12-51-6213	125.00
01236	0		0044178-001	03-May-12	PMI COMPUTER SALES	ADAPTER, INVERTER FOR PORTABLE PRINTER	01-12-51-6213	174.71
00070	1		I120502194	02-May-12	TECH ELECTRONICS	AFTER HOURS SERVICE CALL FOR PD	01-12-51-6213	<u>625.00</u>
Sum of Invoices								1,468.71



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00016	0		051512	15-May-12	COLLECTOR OF REVENUE	SALES TAX RPT-MAY 2012	01-13-11-6202	20.00
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL 2012	01-13-11-6253	<u>52.10</u>
Sum of Invoices								72.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045	1		607713098001	03-May-12	OFFICE DEPOT	TONER CARTRIDGES	01-13-15-7312	400.97
00045	1		607633880001	03-May-12	OFFICE DEPOT	TONER CARTRIDGES	01-13-15-7312	238.08
00045	1		607631889001	03-May-12	OFFICE DEPOT	LABELS, FOLDERS, SCISSORS	01-13-15-7312	58.29
00045	1		1465616726	01-May-12	OFFICE DEPOT	DOCUMENT FRAME	01-13-15-7312	6.04
00077	0		3121153	14-May-12	QUILL	INK CARTRIDGES-PLANNING	01-13-15-7312	107.90
01169	0		113485389	10-May-12	STAPLES ADVANTAGE	INK CARTRIDGES-SHOP	01-13-15-7312	88.01
01169	0		113439088	07-May-12	STAPLES ADVANTAGE	STORAGE BOXES	01-13-15-7312	97.58
01169	0		113452757	08-May-12	STAPLES ADVANTAGE	POST BINDERS	01-13-15-7312	66.04
01169	0		113453083	08-May-12	STAPLES ADVANTAGE	LABELS, VELCRO	01-13-15-7312	20.64
01169	0		113403848	03-May-12	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	172.92
00075	0		3297	15-May-12	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	<u>332.00</u>
Sum of Invoices								1,588.47



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		R1773	07-May-12	ALARM 24, INC.	ALARM SERVICE (ICE ARENA)	06-14-31-6212	90.00
00249	0		392	13-Feb-12	AMERICAN CARNIVAL MART	CREDIT #22577	06-14-31-7304	(9.59)
00249	0		23070	11-May-12	AMERICAN CARNIVAL MART	PARTY SUPPLIES	06-14-31-7304	27.42
00249	0		22577	08-May-12	AMERICAN CARNIVAL MART	PARTY SUPPLIES	06-14-31-7304	169.71
01550	0		452-4704373	15-May-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (051512)	06-14-31-7301	0.80
01550	0		452-4678044	08-May-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (050812)	06-14-31-7301	0.80
01550	0		452-4704373	15-May-12	ARAMARK UNIFORM SERVICES	UNIFORMS (051512)	06-14-31-7308	3.60
01550	0		452-4678044	08-May-12	ARAMARK UNIFORM SERVICES	UNIFORMS (050812)	06-14-31-7308	3.60
00935	1		7439882	02-May-12	BMI GENERAL LICENSING	MUSIC LICENSING	06-14-31-6262	320.00
00948	0		113298	01-May-12	C&R MECHANICAL	BUILDING MAINTENANCE CONTRACT	06-14-31-6211	1,096.50
00080	0		5792-180-5	09-May-12	DIERBERGS	SODA FOR BIRTHDAY PARTIES	06-14-31-7304	9.98
00080	0		5097-116-5	05-May-12	DIERBERGS	BIRTHDAY CAKES	06-14-31-7304	43.98
00080	0		6291-147-5	11-May-12	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	12.99
00128	1		S30938966.001	27-Apr-12	FROST ELECTRIC	LIGHTING	06-14-31-6211	18.28
00164	0		025410	17-May-12	NEW SYSTEM CARPET & BUILDING CARE	VACUUM CLEANER DIELMANN COMPLEX	06-14-31-6212	371.00
00970	1		1388-410034	01-May-12	O'REILLY AUTO PARTS	OIL FILTER & OIL FOR OLYMPIA	06-14-31-6211	55.58
00116	0		5437.	18-May-12	SAM'S CLUB	ICE	06-14-31-7302	74.94
00711	1		314332605	15-May-12	TERMINIX	PEST CONTROL SVC	06-14-31-6212	33.00
01048	1		2737042325.	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE APRIL 2012	06-14-31-6253	52.10
Sum of Invoices								2,374.69



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00141	0		1204240019-0	24-Apr-12	ELECTRO BATTERY	BATTERY FOR HAULSTER	06-14-32-6211	88.41
00066	1		000204631	25-Apr-12	FROESEL OIL	260 GAL CLEAR DIESEL FUEL	06-14-32-7307	963.30
00066	1		000204632	25-Apr-12	FROESEL OIL	150 GAL UNLEADED GASOLINE	06-14-32-7307	538.37
00117	0		1185437	08-May-12	HOME DEPOT	PLANTS FOR CLUB HOUSE AREA	06-14-32-9501	378.86
00042	0		1133693	26-Apr-12	MPR SUPPLY	FOUNTAIN MOTOR FOR #6 LAKE	06-14-32-6212	490.10
00970	1		1388-409440	27-Apr-12	O'REILLY AUTO PARTS	FUEL & BRAKE ASSEMBLY CLEANER	06-14-32-6211	21.85
00970	1		1388-410250	03-May-12	O'REILLY AUTO PARTS	ENGINE COOLANT & OIL FILTERS	06-14-32-6211	20.43
00970	1		1388-410251	03-May-12	O'REILLY AUTO PARTS	CREDIT #1388-409440	06-14-32-6211	(11.39)
00970	1		1388-410250	03-May-12	O'REILLY AUTO PARTS	IMPACT WRENCH	06-14-32-7302	39.99
00970	0		1388-411819	15-May-12	O'REILLY AUTO PARTS	BATTERY CHARGER	06-14-32-7302	59.99
01688	0		229144	19-Mar-12	STAAB BATTERY	4 EA BATTERIES FOR CARTS	06-14-32-6211	572.00
01688	0		229145	19-Mar-12	STAAB BATTERY	3 EA BATTERIES FOR ROLLER	06-14-32-6211	505.20
00173	0		IN102405	24-Apr-12	SUPREME TURF PRODUCTS	HERBICIDE FOR TEES	06-14-32-7303	105.00
00173	0		IN102505	20-Apr-12	SUPREME TURF PRODUCTS	FUNGICIDE FOR GREENS	06-14-32-7303	599.60
00173	0		IN102689	03-May-12	SUPREME TURF PRODUCTS	CALCIUM FOR GREENS	06-14-32-7303	410.00
Sum of Invoices								4,781.71



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		R1773	07-May-12	ALARM 24, INC.	ALARM SERVICE (PRO SHOP)	06-14-33-6212	90.00
00948	0		113298	01-May-12	C&R MECHANICAL	BUILDING MAINTENANCE CONTRACT	06-14-33-6211	1,096.50
00222	0		942508	30-Apr-12	HORNUNG'S PRO GOLF SALES INC	WATER COOLER/DISPENSER	06-14-33-9503	78.66
00217	1	P001357	940706942	23-Apr-12	NIKE USA, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	300.00
00217	1		940706942.	23-Apr-12	NIKE USA, INC.	FREIGHT	06-14-33-8324	12.00
00970	1		1388-410034	01-May-12	O'REILLY AUTO PARTS	OIL FILTER FOR BEVERAGE CART	06-14-33-6210	5.84
00711	1		314332605	15-May-12	TERMINIX	PEST CONTROL	06-14-33-6212	33.00
00119	0	P001356	0496620	23-Apr-12	TITLEIST	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	428.94
00119	0		0496619	23-Apr-12	TITLEIST	SPECIAL ORDER NIMAL G. BALLS	06-14-33-8324	82.72
Sum of Invoices								2,127.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4704373	15-May-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (051512)	06-14-34-7301	4.75
01550	0		452-4678044	08-May-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (050812)	06-14-34-7301	4.75
00080	0		5792-180-5	09-May-12	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	8.32
01263	0		00050686	10-May-12	FROZEN DISTRIBUTION INC	ICE CREAM SNACKS FOR RESALE	06-14-34-8319	92.00
00116	0		5437.	18-May-12	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	109.57
00116	0	P001365	7460	11-May-12	SAM'S CLUB	FOOD FOR RESALE (8315)	06-14-34-8315	80.27
00116	0		7460.	11-May-12	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	24.94
00116	0	P001365	5437	18-May-12	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	67.90
00116	0	P001365	7460	11-May-12	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	79.98
00116	0	P001365	7460	11-May-12	SAM'S CLUB	MISC SUPPLIES (8321)	06-14-34-8321	23.56
01121	0	P001360	36189	30-Apr-12	TJ'S PIZZA	PIZZA FOR RESALE (8315)	06-14-34-8315	<u>59.95</u>
Sum of Invoices								555.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00090	0		2012-1310	19-Apr-12	AMERICAN WATER TREATMENT	QRTLTY WATER TREATMENT	01-16-11-6212	494.44
01550	0		452-4678043	08-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/8/12)	01-16-11-7308	7.20
01550	0		452-4651567	01-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/1/12)	01-16-11-7308	7.20
01448	0	P001349	680384	01-May-12	BUILDINGSTARS	CLEANING SERVICE - CITY HALL	01-16-11-6212	1,420.00
01448	0	P001349	680384	01-May-12	BUILDINGSTARS	CLEANING SERVICE - POLICE DEPT	01-16-11-6212	1,350.00
00632	0		28213	13-Apr-12	EMERALD VIEW TURF FARMS	CREDIT #28063	01-16-11-6212	(12.00)
00632	0		28063	10-Apr-12	EMERALD VIEW TURF FARMS	SOD FOR CITY HALL	01-16-11-6212	122.70
01326	0		6614	30-Apr-12	FIREPRO LLC	REPAIR/REPLACE FIRE EXT.	01-16-11-6211	264.50
00128	1		S3092667.001	17-Apr-12	FROST ELECTRIC	LIGHTING MTRLS-CH REWIRE	01-16-11-6212	270.32
00081	1		9816629241	01-May-12	GRAINGER	DRAIN COVERS-CH	01-16-11-6212	15.14
01292	0		031700000	16-Mar-12	HOLT ELECTRICAL SUPPLIES	RETROFIT BALLAST KITS	01-16-11-6212	269.18
00117	0		1023940	08-May-12	HOME DEPOT	ITEMS FOR GUN RANGE	01-16-11-6212	56.79
00117	0		3184567	26-Apr-12	HOME DEPOT	PLANTINGS AT CITY HALL	01-16-11-6212	134.55
00164	0		024997	07-May-12	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER PRODUCTS	01-16-11-6212	774.30
00116	0		6118	09-May-12	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	597.06
00491	0		105599	26-Apr-12	SCHMITTEL'S NURSERY	ROSES FOR FLAGPOLE	01-16-11-6212	389.00
00123	0		3000157461	01-May-12	THYSSENKRUPP ELEVATOR CORP.	QTRLY ELEVATOR MAINTENANCE	01-16-11-6211	755.61
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-16-11-6253	32.38
00054	1		01871661	02-May-12	WALTER KNOLL FLORIST	PLANT MAINT-JUNE 2012	01-16-11-6212	80.00
Sum of Invoices								7,028.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0		23046	09-May-12	ADGRAPHIX	CALEA GRAPHICS FOR THE FLEET	01-21-11-7304	365.00
01068	1		086519-1	14-May-12	DNT	CHIEF OFFICE COPIER QTR MAINT	01-21-11-6213	99.00
00053	0		2225	02-May-12	MERCY CORPORATE HEALTH	PREEMPLOY PHYS/HEP A/SPIROMETR	01-21-11-6271	499.00
00116	0		6118	09-May-12	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	93.24
00092	4	P001257	37664	02-May-12	ST LOUIS COUNTY TREASURER	MONTHLY C.A.R.E. SERVICES CONT	01-21-11-6202	23.91
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-21-11-6253	84.48
Sum of Invoices								1,164.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039x0	30-Apr-12	AT&T	WIRELESS PHONE CHGS FOR INVEST	01-21-21-6253	2.48
01228	0		1432814-20120430	30-Apr-12	LEXISNEXIS	APRIL USER FEES	01-21-21-6202	180.25
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-21-21-6253	<u>194.28</u>
							Sum of Invoices	377.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00891	0		1085	03-May-12	ANDY'S MOTORCYCLE REPAIR	MOTOR 2420 REPAIRS	01-21-22-6210	323.62
01558	0		20749	10-May-12	CENTRAL SERVICE CENTER	EVALUATED RADAR PROBLEMS	01-21-22-6211	50.00
00234	1		367718	14-May-12	ED ROEHR SAFETY PRODUCTS	HOLSTER FOR PO GRAEFF	01-21-22-5107	99.69
00234	1		365520	04-Apr-12	ED ROEHR SAFETY PRODUCTS	(4) LIGHTBAR ADAPTOR KITS	01-21-22-6210	54.53
00234	1		367092	02-May-12	ED ROEHR SAFETY PRODUCTS	CREDIT FOR FREIGHT CHARGED	01-21-22-6210	(6.53)
00234	1		367287	04-May-12	ED ROEHR SAFETY PRODUCTS	(2) CODE 3 SIREN SPEAKERS	01-21-22-6210	299.98
00234	1		367033	01-May-12	ED ROEHR SAFETY PRODUCTS	TACT PANTS FOR LT. ROMAS	01-21-22-7304	103.71
00094	1		149885	15-May-12	FIRESTONE	CAR 2407 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		149890	16-May-12	FIRESTONE	CAR 2403 3000 MILE SERVICE	01-21-22-6210	39.69
00094	1		149659	08-May-12	FIRESTONE	CAR 2408 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		149605	07-May-12	FIRESTONE	CAR 2409 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		149902	16-May-12	FIRESTONE	CAR 2405 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		149636	08-May-12	FIRESTONE	CAR 2414 3000 MILE SERVICE	01-21-22-6210	22.99
00347	1		462336	07-May-12	KUSTOM SIGNALS, INC.	(2) TUNING FORKS	01-21-22-6211	42.00
00347	0		284191	04-May-12	KUSTOM SIGNALS, INC.	INCAR VID CAM WRELESS ROUTER	01-21-22-6211	113.00
01232	1		81835378	10-May-12	MOORE MEDICAL	10 BOXES OF 5 EACH QUIK CLOT	01-21-22-6271	380.95
00366	0		8946	08-May-12	REPCO MARKETING	SIMULATOR SOLUTION	01-21-22-6211	149.50
00266	0		237596	09-May-12	SUNTRUP	CAR 2401 BATT, DR HNDL, V.FAN	01-21-22-6210	685.77
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-21-22-6253	<u>354.27</u>
Sum of Invoices								2,805.13



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X0508	01-May-12	AT&T	CELL PHONE USAGE APRIL 2012	01-31-11-6253	6.14
00141	0		112063	09-Apr-12	ELECTRO BATTERY	BATTERY FOR PW DODGE TRUCK	01-31-11-6210	39.95
00141	0		UN 29954	27-Oct-11	ELECTRO BATTERY	CREDIT MEMO	01-31-11-6210	(30.10)
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-31-11-6253	<u>168.96</u>
Sum of Invoices								184.95



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	2		9902227355	30-Apr-12	AIRGAS USA, LLC	GAS RENTAL-SHOP	01-31-41-7307	44.23
01550	0		452-4678041	08-May-12	ARAMARK UNIFORM SERVICES	RAGS	01-31-41-6212	8.10
01550	0		452-4651564	01-May-12	ARAMARK UNIFORM SERVICES	RAGS	01-31-41-6212	8.10
01550	0		452-4678041	08-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/8/12)	01-31-41-7308	37.88
01550	0		452-4651564	01-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/1/12)	01-31-41-7308	37.88
00693	1		249952	01-May-12	BMC ENTERPRISES, INC.	BLOCKS-EAST LEAF SITE	01-31-41-6212	400.00
00693	1		249685	06-Apr-12	BMC ENTERPRISES, INC.	BLOCKS-EAST LEAF SITE	01-31-41-6212	600.00
00010	0		906443	09-May-12	BRANNEKY HARDWARE	GARAGE SMALL TOOLS	01-31-41-7302	44.74
00010	0		906071	02-May-12	BRANNEKY HARDWARE	CONCRETE SUPPLIES-STREETS	01-31-41-7305	46.43
00013	1		1763-191657	12-Apr-12	CARQUEST	CREDIT #292686	01-31-41-6210	(19.54)
00013	1		1763-192572	01-May-12	CARQUEST	OIL FILTER FOR BACKHOE	01-31-41-6211	17.80
00011	0		29004722	30-Apr-12	CARTER-WATERS LLC	CONCRETE SUPPLIES-STREETS	01-31-41-7305	528.00
00099	0		1267842	30-Apr-12	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	62.10
00843	0		963807	30-Apr-12	CHART DISTRIBUTION GROUP	BULK OIL FOR GARAGE	01-31-41-6210	538.65
00843	0		963806	30-Apr-12	CHART DISTRIBUTION GROUP	BULK OIL FOR GARAGE	01-31-41-6211	517.52
00049	4		35010	03-May-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/E 4/23/12	01-31-41-6207	2,160.00
00049	4		34998	26-Apr-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/E 4/16/12	01-31-41-6207	2,092.50
00049	4		35024	10-May-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/E 4/30/12	01-31-41-6207	1,687.50
01326	0		6618	30-Apr-12	FIREPRO LLC	REPAIR/REPLACE FIRE EXTINGUISHER	01-31-41-6211	310.50
00023	1		256570	04-May-12	FRED WEBER, INC	ROYAL GATE ROAD REPAIRS	01-31-41-7305	177.00
00023	1		255188	27-Apr-12	FRED WEBER, INC	ASPHALT	01-31-41-7305	177.00
00023	1		255075	26-Apr-12	FRED WEBER, INC	ASPHALT	01-31-41-7305	295.00
00023	1		256071	01-May-12	FRED WEBER, INC	ROCK FOR LEAF SITE	01-31-41-6212	285.15
00314	0		043012	30-Apr-12	GERSTNER ELECTRIC, INC.	REPAIR LAMP POST-POLICE RPT #12-726	01-31-41-6212	600.00
01292	0		031173701	16-Mar-12	HOLT ELECTRICAL SUPPLIES	RETROFIT BALLAST KITS-OLIVE	01-31-41-6212	269.18
01636	0		0347-000144846	30-Apr-12	JOHNNY ON THE SPOT	RENTAL CHARGE (2) LOCATIONS	01-31-41-6266	190.64
01080	0		55084	02-May-12	KUT-RITE	REPAIR MTRLS-SIDEWALK GRINDER	01-31-41-6211	211.10
00156	0		0051739	04-May-12	L & C TRUCK REPAIR, INC.	TRANSMISSION LINE-#308	01-31-41-6210	376.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01691	0		1167	23-Apr-12	MIDWEST TRUCK SALES	REPAIR ON TRUCK-SHOP	01-31-41-6210	785.04
00040	0		49466	07-May-12	MILBRADT	TORO PUSH MOWER FOR SHOP	01-31-41-9503	539.99
00042	0		182915	03-May-12	MPR SUPPLY	IRRIGATION PARTS-OLIVE	01-31-41-6212	399.04
00165	1		TI-0247908	23-Apr-12	NEWMAN TRAFFIC SIGNS	SUPPLIES FOR STREET SIGNS	01-31-41-7305	452.85
00865	0		230510	30-Apr-12	OUTDOOR SOLUTIONS	ROW MOWING	01-31-41-6212	560.00
00110	0		311000	27-Apr-12	RICMAR INDUSTRIES	WHITE CURB PAINT	01-31-41-6212	276.43
01352	0	P001405	18688	09-May-12	ST LOUIS COMPOSTING, INC.	MULCH FOR ISLANDS ON OLIVE & BALLAS, PARKS	01-31-41-6212	1,360.00
01352	0	P001405	17024	21-Mar-12	ST LOUIS COMPOSTING, INC.	MULCH FOR ISLANDS ON OLIVE & BALLAS, PARKS	01-31-41-6212	1,360.00
00692	0		515196	07-May-12	ST LOUIS SAFETY, INC.	SAFETY GLASSES, GLOVES, FLAGGING TAPE	01-31-41-7308	95.10
					ST. LOUIS HARDSCAPE MATERIAL &			
01670	0		0014404-IN	19-Apr-12	SUPPLY LLC	TURFSTONE - ROYAL VALLEY WORK	01-31-41-7305	435.20
01512	0		204783	27-Apr-12	TIRE SHREDDERS UNLIMITED	DISPOSAL OF OLD TIRES	01-31-41-6210	49.50
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-31-41-6253	127.62
Sum of Invoices								18,144.39



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01480	1		2110609547	30-Apr-12	IESI MO - CHAMP LANDFILL LLC	REMOVAL OF DEBRIS	01-31-42-6214	214.01
00631	0		321668	16-May-12	PERALES AE LAWN CARE LLC	20 BEACON HILL HIGH WEEDS	01-31-42-6215	232.75
00631	0		321670	16-May-12	PERALES AE LAWN CARE LLC	20 LADUE MEADOWS HIGH GRASS	01-31-42-6215	245.00
00631	0		321669	16-May-12	PERALES AE LAWN CARE LLC	649 MOSELY-HIGH WEEDS	01-31-42-6215	122.50
00631	0		321672	16-May-12	PERALES AE LAWN CARE LLC	10850 BAUR-HIGH WEEDS	01-31-42-6215	245.00
00631	0		321667	16-May-12	PERALES AE LAWN CARE LLC	736 GASCOGNE-HIGH WEEDS	01-31-42-6215	110.25
00631	0		321657	30-Apr-12	PERALES AE LAWN CARE LLC	37 AUBURNDALE-MOWING	01-31-42-6215	245.00
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-31-42-6253	<u>32.38</u>
							Sum of Invoices	1,446.89



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4678041	08-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/8/12)	01-31-43-7308	37.87
01550	0		452-4651564	01-May-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/1/12)	01-31-43-7308	37.87
00102	0		725433	19-Apr-12	BEYERS LUMBER	WOOD & SANDER-PAVILLON-BIERNE	01-31-43-6212	135.27
00010	0		906092	03-May-12	BRANNEKY HARDWARE	MTRLS REPAIR CONWAY PK GATE	01-31-43-6212	87.67
00010	0		906416	07-May-12	BRANNEKY HARDWARE	ITEMS FOR BEIRNE PARK	01-31-43-6212	53.98
00010	0		906270	07-May-12	BRANNEKY HARDWARE	ITEMS FOR BEIRNE PARK	01-31-43-6212	50.93
00010	0		906415	07-May-12	BRANNEKY HARDWARE	CREDIT #906270	01-31-43-6212	(17.99)
00010	0		906191	04-May-12	BRANNEKY HARDWARE	HORTICULTURAL SUPPLIES	01-31-43-7303	71.92
00013	1		1763-192708	03-May-12	CARQUEST	GATE CLAMPS-CONWAY PARK	01-31-43-6212	6.90
00843	0		963807	30-Apr-12	CHART DISTRIBUTION GROUP	BULK OIL FOR GARAGE	01-31-43-6210	538.65
00843	0		963806	30-Apr-12	CHART DISTRIBUTION GROUP	BULK OIL FOR GARAGE	01-31-43-6211	517.53
01466	0		140035998	25-Apr-12	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC	01-31-43-6211	1,000.48
00493	0		49473	27-Apr-12	JOST GREENHOUSES	PLANTS-DIELMANN COMPLEX SIGN	01-31-43-7303	556.10
00209	0		148073/1	25-Apr-12	KIRKWOOD MATERIAL SUPPLY	LANDSCAPING PLANTS-DIELMANN	01-31-43-7303	256.50
00209	0		23563/2	02-May-12	KIRKWOOD MATERIAL SUPPLY	PLANTS-MILLENIU PARK	01-31-43-7303	160.88
00209	0		148990/1	05-May-12	KIRKWOOD MATERIAL SUPPLY	COMPOST FOR PARKS	01-31-43-7303	115.50
00155	0		050212	02-May-12	KURTZ NURSERY & TOP SOIL CO.	TOPSOIL FOR PLANTINGS	01-31-43-7303	496.00
00040	0		782303	24-Apr-12	MILBRADT	CHOKE POLE SAW PARTS	01-31-43-6211	10.06
00040	0		783418	04-May-12	MILBRADT	REPAIR ON PARKS TILLER	01-31-43-6211	102.00
00042	0		82695	30-Apr-12	MPR SUPPLY	IRRIGATION PARTS-MILL PARK	01-31-43-6212	197.03
00042	0		82191	24-Apr-12	MPR SUPPLY	IRRIGATION PARTS-BALLAS RD	01-31-43-6212	210.61
00042	0		82283	04-May-12	MPR SUPPLY	REPLACE BACKFLOW-BALLAS RD	01-31-43-6212	538.56
00865	0		230510	30-Apr-12	OUTDOOR SOLUTIONS	GROUND MAINTENANCE	01-31-43-6212	665.49
00110	0		310971	25-Apr-12	RICMAR INDUSTRIES	INSECTICIDES-PARKS	01-31-43-7301	672.10
00491	0		104230	06-May-12	SCHMITTEL'S NURSERY	ROSES FOR PLANTERS-OLIVE	01-31-43-7303	272.00
00491	0		104213	02-May-12	SCHMITTEL'S NURSERY	PLANTS-MILLENIU PARK SAFETY GLASSES, GLOVES, FLAGGING	01-31-43-7303	280.00
00692	0		515196	07-May-12	ST LOUIS SAFETY, INC.	TAPE	01-31-43-7308	95.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01670	0		0015161-IN	30-Apr-12	ST. LOUIS HARDSCAPE MATERIAL & SUPPLY LLC	STRAW STAKES FOR SOD	01-31-43-7303	37.50
01670	0		0014837-IN	25-Apr-12	ST. LOUIS HARDSCAPE MATERIAL & SUPPLY LLC	BLANKET/STAPLES BEIRNE PARK	01-31-43-7303	76.00
00173	0		IN102783	07-May-12	SUPREME TURF PRODUCTS	WEEK KILLER FOR ROWS	01-31-43-7301	386.88
00173	0		IN102782	07-May-12	SUPREME TURF PRODUCTS	FERTILIZER-OLIVE ISLANDS	01-31-43-7303	1,044.00
01483	0		2792	26-Apr-12	TURFGRASS PROFESSIONALS	APRIL MOWING	01-31-43-6212	3,924.00
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-31-43-6253	39.16
00108	1		S1945438.001	24-Apr-12	WHOLESALE PLUMBING SUPPLY	BACKFLOW PARTS-BALLAS RD	01-31-43-6212	656.47
00108	1		S1946038.001	25-Apr-12	WHOLESALE PLUMBING SUPPLY	BACKFLOW PARTS-BALLAS RD	01-31-43-6212	90.90
00108	1		S1945466.001	25-Apr-12	WHOLESALE PLUMBING SUPPLY	BACKFLOW PARTS-BALLAS RD	01-31-43-6212	<u>204.50</u>
Sum of Invoices								13,608.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00303	1		10322225	26-Apr-12	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-CUP PUB HRG NOTICE-TEXT	01-32-11-6260	40.60
00303	1		10322227	26-Apr-12	MISSOURI LAWYERS MEDIA	AMENDMENT	01-32-11-6260	40.60
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-32-11-6253	<u>190.41</u>
Sum of Invoices								271.61



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048	1		2737042325	01-May-12	VERIZON WIRELESS	CELL PHONE USAGE-APRIL	01-32-61-6253	194.28
01048	1		2738841627	04-May-12	VERIZON WIRELESS	INSPECTORS TABLETS APRIL 12	01-32-61-6253	<u>157.35</u>
Sum of Invoices								351.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/23/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00253	1		051812	18-May-12	FIRST BANK	MILLENNIUM PARK BOND PAYMENT	02-61-71-9514-05301	91,896.88
00606	0	P001296	41982	08-May-12	HORNER & SHIFRIN INC	STORM WATER MASTER PLAN	02-61-71-9509-12521	785.00
00880	0	P001334	120408	30-Apr-12	INTUITION & LOGIC	PROJECT MANUAL AND FINAL DESIGN	02-61-71-9510-12604	1,350.00
00269	1	P001425	T302027	23-Apr-12	TERRACON	CONCRETE AND ASPHALT MATERIALS	02-61-71-9510-12603	<u>751.50</u>
Sum of Invoices								94,783.38
GRAND TOTAL OF ALL INVOICES								165,861.51

**AN ORDINANCE REPEALING ORDINANCES NUMBER 1612 AND 1707 AND
AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 16
SCREEN AMC MOTION PICTURE THEATER, WITH IN-THEATER DINING SERVICE
WITHIN THE WEST PARK DEVELOPMENT LOCATED AT 12657 OLIVE BOULEVARD**

WHEREAS, under Section 405.370(C), eating and drinking places and motion picture theatres, except drive-in, in the "CB", Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #1612, was approved by the City Council on November 22, 1993, and ordinance #1707 was approved by the City Council on April 10, 1995, for the operation of a 55,000 sq. ft. 16-screen motion picture theatre with a maximum seating of 2,992; and

WHEREAS, an application was submitted by Tammy Korte, of ArcVision, on behalf of Kevin M. Connor, American Multi-Cinema, Inc., to amend the conditional use permit to allow for in-theater dining and bar service; and

WHEREAS, restaurant use will be for the movie theater patrons only, and therefore does not generate additional customer parking demand; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 16, 2012, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6 - 0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on April 16, 2012; and

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

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

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.

4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: Ordinance #1612 and Ordinance #1707 are hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a 16-screen theater with full service dining located at 12657 Olive Boulevard, in the "CB" Core Business zoning district, within the West Park development, whose legal description is as follows:

PARCEL NO.1.

TRACT A: Adjusted Lot IT A of West Park according to the boundary adjustment plat thereof recorded in Plat Book 342, Pages 36 and 37.

TRACT B: Adjusted Parcel 3 of Adjusted Parcels 1, 2 and 3 of U.S. Survey 1923, according to the boundary adjustment plat thereof recorded in Plat Book 344, Page 7 of the St. Louis County Records and survey affidavit recorded in Book 10900, Page 2215.

PARCEL NO.2:

Easement rights appurtenant to Parcel No. 1 under the Restated Declaration of Covenants, Easements and Restrictions recorded on March 27, 1996 as Daily No. 1071, said easement rights being in, through, over and upon the following described property:

EASEMENT TRACT NO.1: Adjusted Lot III A of West Park, according to the boundary adjustment plat thereof recorded in Plat Book 342, Page: 36 and 37.

EASEMENT TRACT NO.2: Lot III B of West Park, according to the plat thereof recorded in Plat Book 284 pages 1 and 2 of the St. Louis County Records, as amended by surveyor's affidavit recorded in Book 8674 page 1811.

EASEMENT TRACT NO.3: Lot II B of West Park, according to the plat thereof recorded in Plat Book 284 pages 1 and 2 of the St. Louis County Records, as amended by Surveyor's Affidavit recorded in Book 8674, Page 1811.

EASEMENT TRACT NO.4: Adjusted Lot 1 of West Park, according to the boundary adjustment plat thereof recorded in Plat Book 342, Pages 36 and 37.

PARCEL NO.3:

Easement rights appurtenant to Parcel No. 1 under Cross Easement and Restriction Agreement recorded in Book 10779, Page 2231, said easement rights being in, through, over and upon the following described property:

EASEMENT TRACT NO.1: Lot 1 of Parkway, according to the plat thereof recorded in Plat Book 73 page 49 of the St. Louis County Records, EXCEPTING THEREFROM that part taken for the widening of Olive Street Road.

EASEMENT TRACT NO.2: Lot 2 of Parkway, according to the plat thereof recorded in Plat Book 73, Page 49 of the St. Louis County Records, EXCEPTING THEREFROM that part conveyed to the State of Missouri, by the instrument recorded in Book 6746, Page 1625. Said Easement Tracts No.1 and 2 now known as Adjusted Lot A of Boundary Adjusted Plat of Lots 1 and 2 of Parkway Subdivision according to the plat thereof recorded in Plat Book 342 page 65, EXCEPTING THEREFROM that part conveyed to St. Louis County by instrument recorded in Book 10807, Page 1963.

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

1. The Conditional Use Permit shall be for the operation of 55,000 square foot 16 screen, AMC theater with full service dining, at 12657 Olive Boulevard.
2. Maximum theatre seating permitted is limited to 1035.
3. Maximum square footage of the kitchen is 1,670 square feet, and bar area (including three beverage stations) is 1,425 square feet.
4. Bar area shall be for ticketed patrons only.
5. Hours of operation shall be 9:30 a.m. to 2:30 a.m. seven days a week.
6. Additional business hours may be permitted with the Zoning Administrator's approval.
7. Off-street parking requirements will be calculated as a combination of seating and employees, as follows:
 - 1 space for every 3 seats, and 1 space for each employee at time of busiest shift as indicated at time of the application for the conditional use permit.
8. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
9. The kitchen shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
10. Any mechanical equipment installed for the site shall be properly screened with approved materials.
11. The floor plan for the theater shall be filed with the Creve Coeur Zoning Administrator showing the type and location of all equipment, furniture and other information which may be requested by the building official.
12. There shall be no outdoor storage or placement of any materials or equipment used in conjunction with the theatre.
13. No video games shall be permitted at any location within the theatre.
14. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. 5366

ORDINANCE NO. _____

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

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

ADOPTED THIS ____ DAY OF _____, 2012.

PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#12-009 TO REPEAL ORDINANCE NUMBERS 1612 AND 1707 AND REPLACE
WITH A NEW CONDITIONAL USE PERMIT FOR THE OPERATION OF
A 16-SCREEN AMC THEATER WITH FULL SERVICE DINING
AT 12657 OLIVE BOULEVARD**

FOR THE MEETING OF: April 16, 2012

LOCATION: 12657 Olive Boulevard

REQUEST:

Tammy Korte, of ArcVision, on behalf of Kevin M. Connor, American Multi-Cinema, Inc. has submitted a request to amend the conditional use permit to allow for in-theater dining service at the AMC Theater located within the West Park Center. The property is located at the northeast corner of Olive Boulevard and Whispering Pines Drive, within the West Park Development, and is zoned "CB" Core Business District.

ADDITIONAL INFORMATION:

All motion picture theaters and eating and drinking establishments are permitted by conditional use permit in the "CB" Core Business District [Section 405.370(C)(1)(g) and (j)]. Ordinances No. 1612 and 1707 authorizing the conditional use permit to operate a 2,992 seat, 16-screen motion picture theater in the West Park Development require that any enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission.

Key Issues:

- Does the request integrate with the existing use?
- Does the request further the goals and/or implement the Comprehensive Plan?
- Will the requested use impact the surrounding properties?

Comp. Plan References

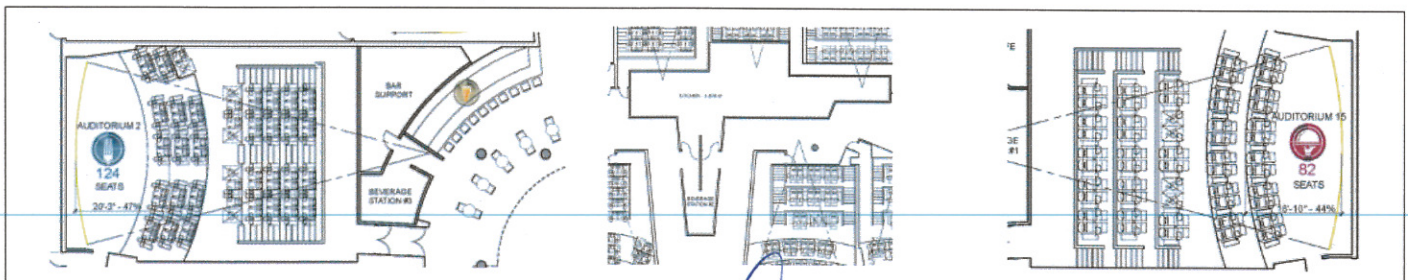
- West Olive Corridor

Zoning Code References

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

APPLICANTS: Kevin M. Connor
American Multi-Cinema, Inc.
920 Main Street
Kansas City, MO 64105-2008

REPRESENTATIVE: Tammy Korte
ArcVision
1950 Craig Rd. #300
St. Louis, MO 63146



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

4/12/2012
Date

ATTACHMENTS: Applicant's Materials received March 9, 2012 and April 9, 2012
Draft Ordinance
Ordinances No. 1612 and 1707

BACKGROUND AND PROPOSAL REQUEST

In 1993 (Ordinance No. 1612), The City Council authorized a conditional use permit to operate a 16-screen motion picture theatre in the West Park Development, located on the northeast corner of Olive Boulevard and Whispering Pines Drive. The conditional use permit along with the site development plan expired in one year after approval by the City Council if a building permit had not been obtained and substantial construction begun. Therefore, in 1995 a second Conditional Use Permit (Ordinance No.1707) was issued for the theatre. Ordinance No. 1707 approved the Conditional Use Permit for a 16-screen 55,000 square foot motion picture theater with a maximum of 2,992 seats within the building. Parking included the 218 spaces on the lot across Whispering Pines Drive in St. Louis County, 214 parking spaces specific for the theater area, and shared parking with the office buildings of West Park Development.

The proposal under consideration is to alter the use to include a 1,670 sq. ft. kitchen, a 400 sq. ft. bar area, and three beverage stations for a total of 727 sq. ft., and convert the traditional stadium seating into 8 theatres with “Fork & Screen” seating, and 8 theatres with “Cinema Suites” seating for dining services. The total number of seats will decrease by approximately 64% to a total of

1,035 seats (596 Fork and Screen seating and 439 Cinema Suites seating). The seating breakout from the applicant’s materials is to the right. Only ticket holders for a movie will be able to utilize the bar area (that show a maximum of 20 seats).

The applicant is not proposing any changes to the site, or exterior of the building.

Because the original ordinances reference outdated sections of the City’s Code of Ordinances, as well as include conditions for site improvements that have already been completed, Staff is recommending a repeal of the existing ordinances and replacing them with a new conditional use permit.

SEAT CHART					
AUD.	Existing		Description	Projected	
	Total	Fixed		Total	Fixed
1	291	286	Fork & Screen	129	124
2	291	286	Fork & Screen	129	124
3	147	143	Fork & Screen	68	64
4	146	142	Fork & Screen	60	56
5	146	142	Fork & Screen	60	56
6	132	128	Fork & Screen	50	48
7	132	128	Fork & Screen	50	48
8	114	110	Fork & Screen	50	48
9	114	110	Cinema Suites	33	31
10	187	183	Cinema Suites	54	50
11	226	222	Cinema Suites	71	67
12	125	121	Cinema Suites	33	31
13	123	119	Cinema Suites	33	31
14	147	143	Cinema Suites	43	41
15	291	286	Cinema Suites	86	82
16	291	286	Cinema Suites	86	82
Total	2,903	2,835		1,035	983
OVERALL SEAT LOSS	N/A	N/A		64.35 %	65.33 %

Total number of F & S Seats - 568

Total number of CS Seats - 415

Handicap Seating Locations - 52

Total Seats - 1035

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Residents	St. Louis County	N/A
South	Hospital and Office Building	“PH” Planned Hospital District, “CB” Core Business District	Olive Boulevard (hospital)
East	Office Building	“CB” Core Business	NA
West	Retail	St. Louis County	Whispering Pines Drive

COMPREHENSIVE PLAN REVIEW

The subject property is located within the West Olive Corridor that encourages a high-quality, contained business area that connects with and coexists in a compatible fashion with adjacent single-family neighborhoods. The proposed expansion of the use to include family and adult dining in conjunction with the theatre provides a unique and new amenity to the City and County residents.. The proposed use is integrated into the existing facility, with no modification to the exterior of the building or site. Since there are no know concerns with the existing development, it appears that the request meets with the Goals and Objectives of the Comprehensive Plan.

ZONING REVIEW

Theatres are permitted with conditions in the “GC” General Commercial and “CB” Core Business districts, and restaurants are permitted with conditions in all commercial zoning districts within the city. The conditional use permit for the theatre requires that any enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a building permit for the enlargement, expansion or alteration may be issued. As the applicant is not proposing any changes to the site or exterior of the building, the only key zoning discussion point is a review of the required off-street parking.

Parking:

Off-street parking regulations for multi-plex motion picture theaters are discussed under Section 405.820(6)(b):

6. *Motion pictures (SIC Code 78).*
 - b. *Multi-plex motion picture theaters. One (1) space per four (4) seats. Except, however, that such theaters may have their parking modified by the provisions of Section 405.800(G)(3) or for multi-plex theaters located with shopping centers containing over twenty-five thousand (25,000) square feet of floor area which provide at least six (6) parking spaces per one thousand (1,000) square feet of floor area or multi-plex theaters located with shopping centers over fifty thousand (50,000) square feet of floor area which provide at least five (5) parking spaces per one thousand (1,000) square feet of floor area may provide parking according to the following standards:*

Gross Retail Area
25,000--49,999
50,000--79,999

Parking Standard
1 space per 5 seats
1 space per 6 seats

80,000--99,999 1 space per 7 seats
100,000 square feet and larger 1 space per 8 seats

Parking provided on site includes 214 spaces in the area for the AMC Theater, and 218 spaces on the lot west of Whispering Pines Drive in unincorporated St. Louis County; for a total of 432 spaces. In 1996, the Property owners of West Park Development entered into an agreement for evening-only shared parking with the office and retail developments and the movie theater, as part of the site development plan approval. Taken together, 1,130 spaces are available for the theater in the evening.

The original conditional use permit for the theatre indicated a total of 2,992 seats. This proposal will reduce the seating to 1,035 (approximately 64%). Giving a parking requirement as a theater at 1 space per 4 seats, the total number of parking spaces required would be 258 spaces.

However, as the proposed concept of in-theater dining also functions as a full service restaurant, a review of the parking under the eating and drinking category was also taken into consideration. Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces:

One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area.

Thus, the required parking would be 352 spaces for the seating (including the 20 seats in the bar area) and 220 space for the total building floor area of 55,000 sq. ft., for a total of 572 spaces required. Normally, the inclusion of the floor area in the calculation is to account for the number of employees working, in addition to the patron seating.

However, the restaurant and bar functions completely overlap with the movie theater viewing, so the calculations of the parking needed for both restaurant and theatre seating does not represent an accurate accounting for the proposed concept. The applicant has indicated that the number of employees working during its peak shift will be 60 people, which is not accounted for in the theater requirement and grossly overestimated by the restaurant requirement. Therefore, Staff recommends that the parking required be based on a hybrid of the seating and number of employees, as follows:

1 space for every 3 seats; and 1 space for each employee at time of busiest shift.

Thus the total number of parking spaces required is 412 spaces, well within the total number of available parking on site. Therefore, staff does not anticipate a problem with the parking available for the use.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements (in the same degree or greater than the prior use) of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of 55,000 square foot 16 screen, AMC theater with full service dining, at 12657 Olive Boulevard.
2. Maximum theatre seating permitted is limited to 1035.

3. Maximum square footage of the kitchen is 1,670 square feet, and bar area (including three beverage stations) is 1,425 square feet.
4. Bar area shall be for ticketed patrons only.
5. Hours of operation shall be 9:30 p.m. to 2:30 a.m. seven days a week.
6. Additional business hours may be permitted with the Zoning Administrator's approval.
7. Off-street parking requirements will be calculated as a combination of seating and number of employees, as follows:
 - 1 space for every 3 seats, and 1 space for each employee at time of busiest shift as indicated at time of the application for the conditional use permit.

ACTION

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

MOTION

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

"I move to recommend approval of Application #12-009 for a Conditional Use Permit for a 16-screen in-theatre dining AMC motion picture theatre at 12657 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of April 16, 2012" (conditions may be added, eliminated, or modified by preceding motion).

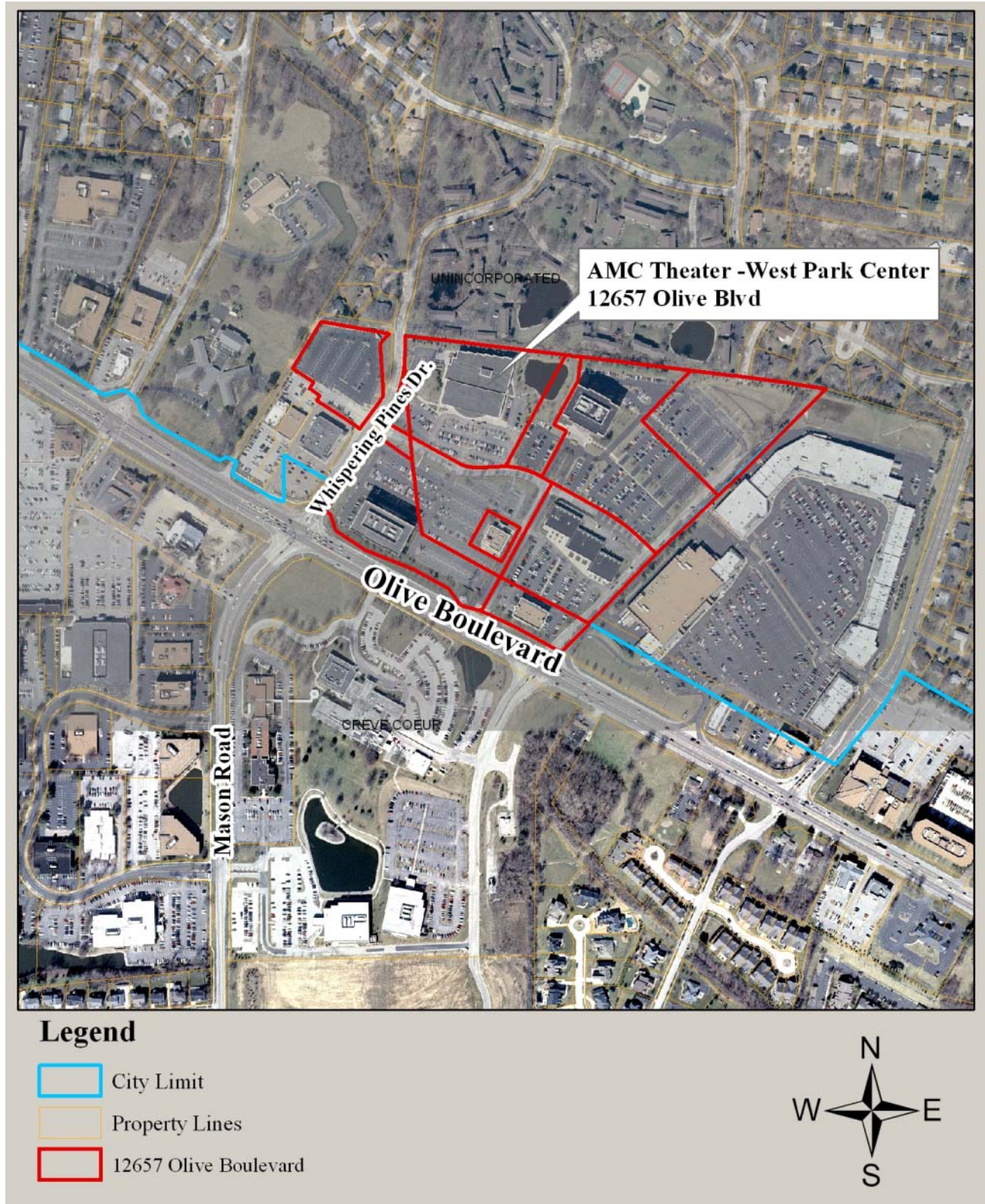
APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 04/09/2012
	Description: View of the theatre looking north from the office building parking lot.
	Description: View of the property looking northeast from the entrance into the theater from Whispering Pines Drive.
	Description: View looking east from the Whispering Pines Drive entrance to the AMC parking lot west of Whispering Pines Drive (the property is located in unincorporated St. Louis County).



AMC Theatres In-Theatre Dining Overview



FORK & SCREENTM
MOVIES. MENUS. MORE.



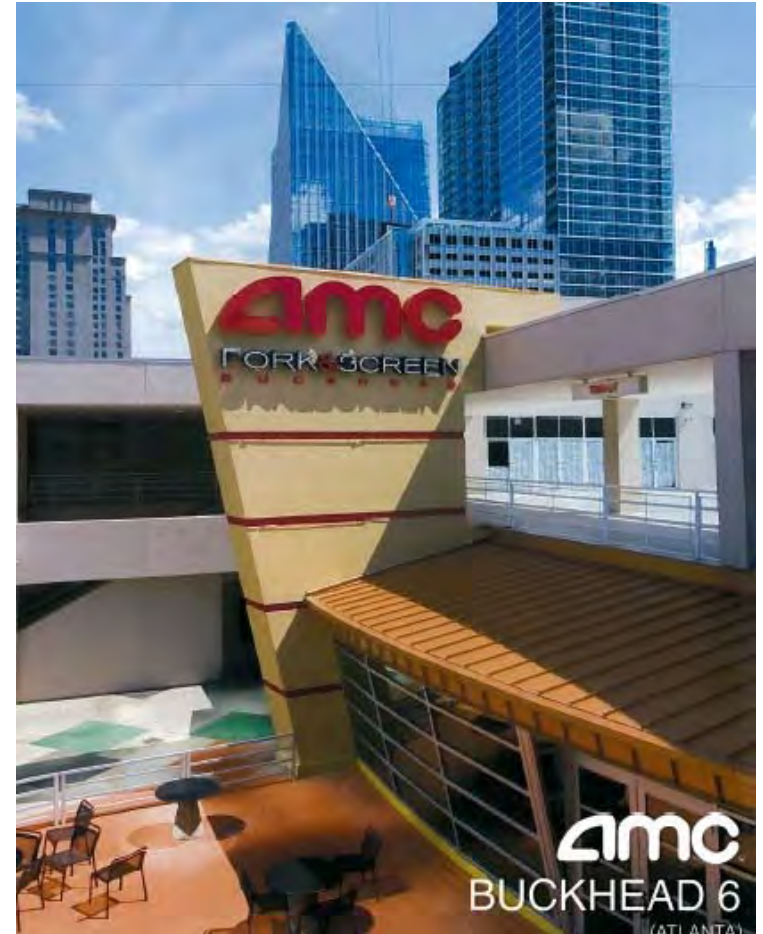
Providing the Best Possible Out-of-Home Entertainment

- AMC believes that repositioning the theatre with in-theatre-dining can
 - Improve guest impression of the movie-going experience
 - Maximize productivity at the theatre
 - Embrace consumer trends
- In-theatre-dining provides a unique opportunity to combine the entertainment of movie going with the convenience of a dining experience.



Industry Trends

- Sight
- Sound
- Food & Beverage



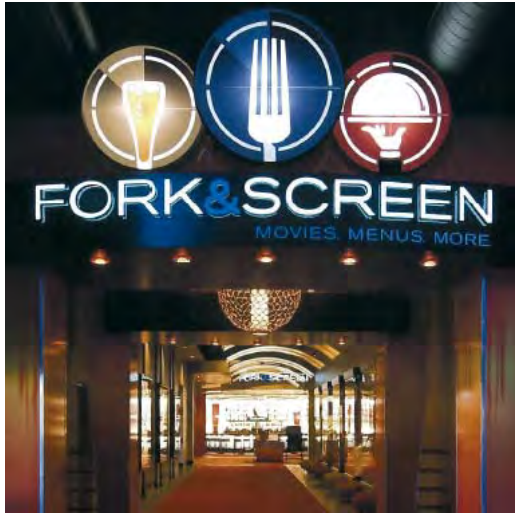


AMC History with Operating Restaurants

- **AMC has successfully operated restaurants and in-theatre dining for over 10 years**
 - These concepts successfully integrate dining into traditional theatre operations.
 - In fact, in-theatre-dining operations are considered “restaurants” by licensing authorities in AZ, IL, CA, OR, FL and TX.
 - Food and Beverage revenues account for 60-70% of total revenue (Alcohol sales account for 10-20% of Food & Beverage sales) and box office admissions account for the remaining 30-40%.
 - By this measure, meal service is not secondary, but primary to the concept.



The Dining Experience



Menu Overview

- AMC's In-Theatre dining menu features a wide-range of offerings including small plates, salads, appetizers, sandwiches, entrées and desserts





MACGUFFINSSM

- Named after a term coined by famed Filmmaker Alfred Hitchcock, MacGuffins is a warm, relaxing and inviting lounge where guests can relax before or after their show.
- Guests under 18 must be accompanied by a parent or guardian 21 or older.

*Disclaimer- Attendance may be subject to local regulatory requirements





FORK & SCREENSM

- Relax with our casual in-theatre dining and entertainment experience, presented in the immersive, big-screen viewing environment of an AMC[®] theatre.
- We bring you Seat-Side Service, soft, comfortable seating, and the opportunity to order fresh, quality ingredients from a diverse menu of appetizers, entrees, and desserts, in addition to beer, wine and cocktails.
- Guest under 18 must be accompanied by a parent or guardian 21 or older.

*Disclaimer- Attendance may be subject to local regulatory requirements





CINEMA SUITESSM

- For the ultimate in luxury moviegoing, AMC® guests 21-years old and over are welcome to enjoy Cinema Suites, a premium, upscale in-theatre dining and entertainment experience. *Disclaimer- Attendance may be subject to local regulatory requirements
- Entertainment lovers will dine from an extensive menu featuring fresh, quality ingredients on unique swivel tables, all while relaxing in plush, reclining seats with up to nine feet of row spacing.





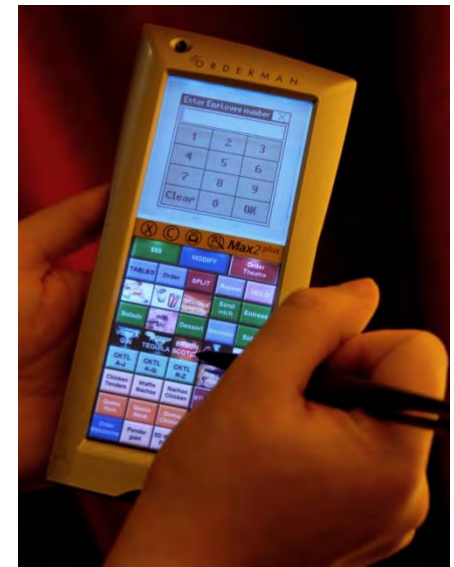
How it works- Guest Satisfaction

- **Seat Count** – Seat counts are reduced by 50-70% to accommodate a space for guests to eat in the auditorium. An auditorium that would normally seat 100 traditional guests will only have capacity for 35-50 guests. This allows for greater circulation of servers and supervision of guests.
- **Light Levels** – Lighting levels are 10-15% brighter than a traditional auditorium to allow servers to deliver food and drinks safely and to allow guests to eat while the movie is playing.
- **In-Theatre-Service** – Due to the heavy emphasis on food service, the allocation of staffing and interaction with guests is similar to that of a traditional casual dining restaurant



How It Works

1. Press the service button and a server will arrive to take your order.
2. Drink orders will arrive shortly – all food is made fresh to order so please enjoy the movie as we prepare your order just for you.
3. If you need a drink refill, more condiments, dessert or would like to place an additional order – simply press the service button and a server will be right with you.
4. We'll drop off your check before the end of the movie and return to collect payment and provide your receipt.



How It Works – Guest Experience

- **Guest Interaction** – Servers have assigned sections of each theatre to collect orders and run prepared food and drinks. Servers interact with guests:
 - **Within 5 Minutes of Seating** – Greet guest and place drink order
 - **Within 10 Minutes of Seating** – Drink orders are received, food orders are placed
 - **Within 15 Minutes of Food Order** – Prepared food arrives
 - **Periodically During the Film** – Consumed food is pre-bussed
 - **Within 30 Minutes of End of Movie** – Checks are delivered and payment collected
 - **Within 15 Minutes of End of Movie** – Receipts are delivered to guests



81



11



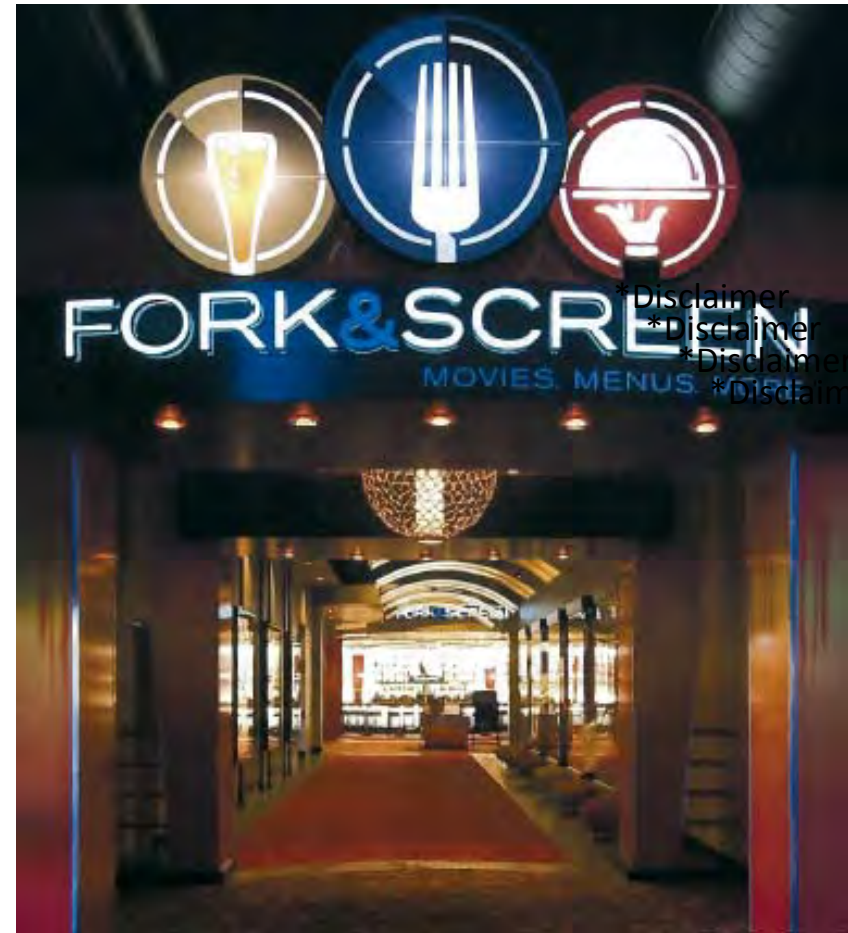
Guest Satisfaction

- A very positive trend emerges especially when compared with feedback from guests at similar traditional theatre locations.
 - *50% of Fork & Screen guests report that they are highly satisfied with their in-theatre-dining experience.*
 - *Nearly 66% of Fork & Screen guests report that they are highly likely to recommend in-theatre-dining to others.*
 - *Nearly 75% of Fork & Screen guests report that they are highly likely to return.*



Admission Policy

- AMC's admission policy for in-theatre-dining is typically **18 and older unless accompanied by a parent or guardian.**
- Only 21-years of age and older guests are admitted to Cinema Suites auditoriums – AMC's affordable luxury movie-going experience.

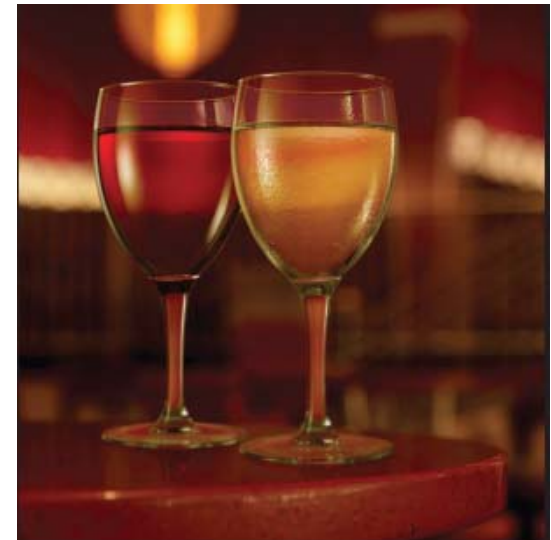


*Disclaimer- Attendance may be subject to local regulatory requirements



AMC's Alcohol Control Plan

- **Age Restriction** – Guests to Fork & Screen locations must be 18 or older unless accompanied by a parent or guardian and 21 or older for Cinema Suites.
 - Unsupervised teens are not allowed into these auditoriums.
 - Identification must be presented when tickets are purchased and when tickets are torn to ensure compliance.
 - Additionally, associates must be 18 years of age to sell, pour alcohol, or remove open alcohol containers after the film is complete.
 - All guest who order an alcoholic beverage will be asked to show ID





AMC's Alcohol Control Plan

- **Servers** – Servers have primary responsibility for checking ID's when alcohol is ordered.
 - Check ID for any guest who orders alcohol.
 - One server staffed for every 20-30 guests and servers and runners are in and out of the auditoriums continuously.
- **Server Training** – Servers undergo mandatory TIPS (*Training for Intervention Procedures*) training.
 - TIPS is a skills-based, alcohol training and certification program that is designed to prevent intoxication, underage drinking, and drunk driving by enhancing the fundamental "people skills" of servers, sellers and consumers of alcohol¹.
 - Upon hire, all servers sign an acknowledgement form that states that failure to follow AMC's rules, policies and procedures provided in our alcohol control plan and tactics will lead to immediate appropriate disciplinary action, up to and including termination.





AMC's Alcohol Control Plan

- **Hours of Operation** – Local or state regulations for the cutoff of alcohol sales vary by location.
 - Respectful of this, each week, when preparing our film showtime schedule, every effort is made to ensure that all shows that begin before the alcohol cutoff time are finished to allow guests to exit the building before the cutoff time.
 - In the event that we have a feature with an unusually long length, servers will pick up all open alcohol containers well in advance of the cutoff time.





Alcohol Compliance Monitoring

- All associates that serve, sell, handle, or monitor guests purchasing alcoholic drinks play a vital role in enforcing alcohol policies.
- Servers have primary responsibility for ensuring compliance but theatre specific tactics may call for additional designated associates to be responsible for:
 - Ensuring guest compliance with alcohol policies
 - Monitoring and preventing alcohol consumption by minors
 - Ensuring alcohol is consumed in designated areas only
 - Ensuring guests do not leave the premises with alcoholic beverages





Media Coverage- USA TODAY



AMC sets the table: Fork & Screen concept refines movies & menus



"Dinner at the Movies,"

Movies are Returning to Main Street
Formerly an eyesore, a one-time vaudeville
house is brought back to life for the digital era

"When you take in every aspect of the theater, its one of the most if not the most state-of-the-art theaters in the country,"





Media Coverage



**Lights, camera, lobster rolls:
Theatres in the U.S. go gourmet**

'This will be a great draw for customers
who want an upscale experience,'



Los Angeles Times

**AMC Entertainment CEO is
looking at the big picture**



The★Star
THE KANSAS CITY STAR

Mainstreet the best theater around

"Once people experience it, more often than
not they don't want to go anywhere else,"

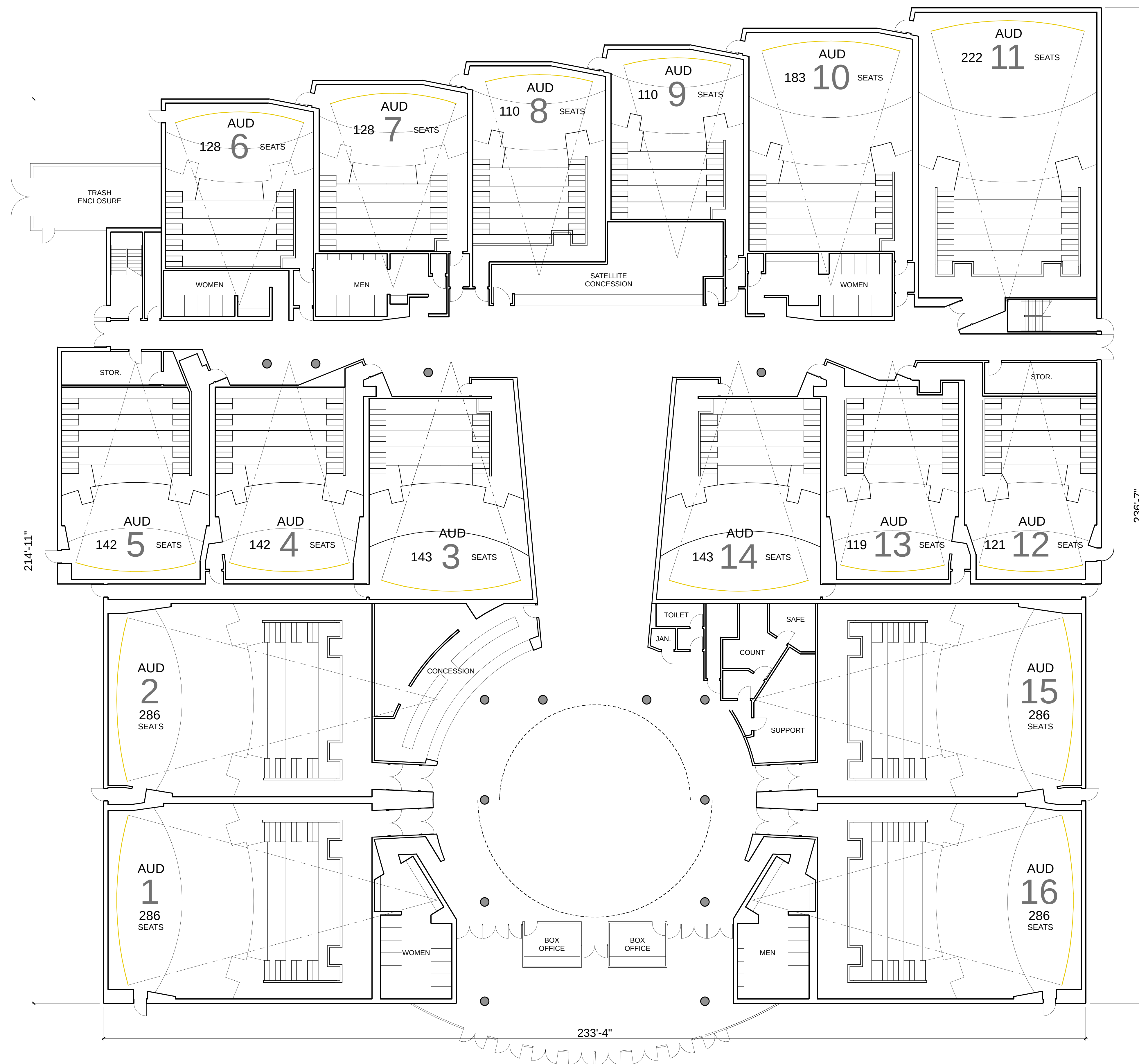
"It was an easygoing,
comfortable environment,"





FORK & SCREEN™

M O V I E S . M E N U S . M O R E .



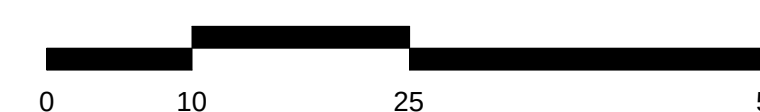
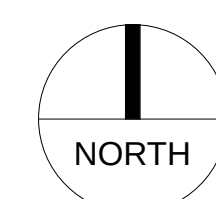
General Notes:

1. The existing theatre is standalone building with adjacent surface parking.
2. The existing theatre was built as an AMC Theatre with 16 stadium seating auditoriums. The main concession stand is located in the main lobby. A satellite concession stand exists adjacent to auditoriums #8 & #9.
3. The existing theatre lobby has been replaced with a new lobby. The new lobby is centrally located within the theatre building.
4. The existing box office's have been removed and replaced with five ABO's. New Guest Services desk has been relocated within the lobby.
5. The kitchen is located adjacent to auditoriums #8 and #9 and is centrally positioned in the middle of the DIT auditoriums.
6. The MacGuffins bar and lounge seating is located at the previous concession stand within the theatre lobby.
7. The mezzanine plan, while not provided, will maintain existing uses and configuration.
8. New women's and men's restrooms have been added within the East theatre wing adjacent to auditorium #12.
9. This PFP is predicated on the use of integrated convenience table seating with side service based on 46" platform depth and 18" riser height for Fork & Screen. AMC standard Cinema Suites include 30" recliners (23"bucket) with 11" side and swing tables installed at 92" platform depth.

SEAT CHART

AUD.	Existing		Description
	Total	Fixed	
1	291	286	Traditional Stadium
2	291	286	Traditional Stadium
3	147	143	Traditional Stadium
4	146	142	Traditional Stadium
5	146	142	Traditional Stadium
6	132	128	Traditional Stadium
7	132	128	Traditional Stadium
8	114	110	Traditional Stadium
9	114	110	Traditional Stadium
10	187	183	Traditional Stadium
11	226	222	Traditional Stadium
12	125	121	Traditional Stadium
13	123	119	Traditional Stadium
14	147	143	Traditional Stadium
15	291	286	Traditional Stadium
16	291	286	Traditional Stadium
Total	2,903	2,835	

Theatre GLA Square Feet - 52,310



Graphic Scale



PREPARED BY
DOMESTIC DEVELOPMENT

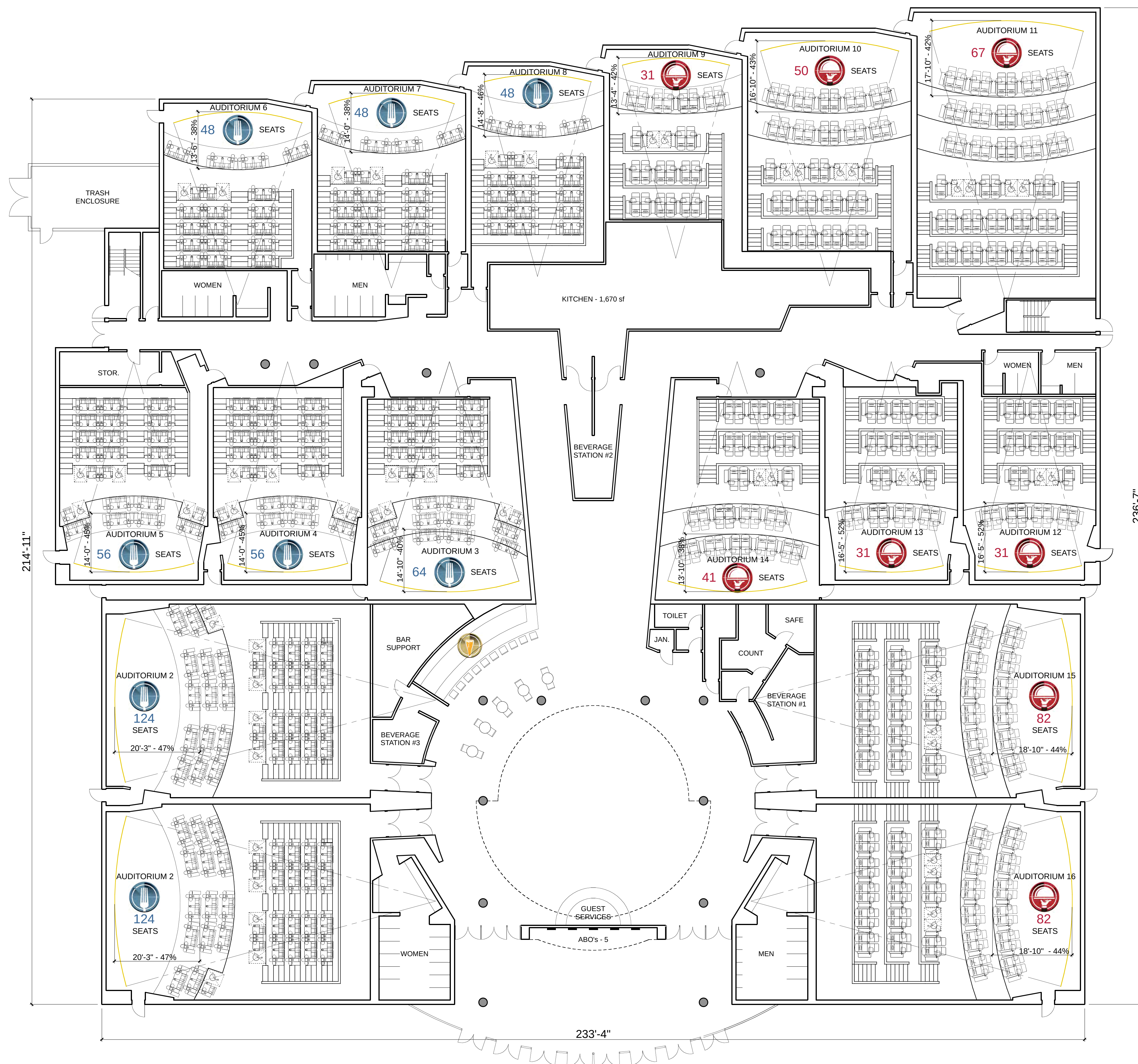
WEST OLIVE 16
CREVE COEUR, MO.

Existing Theatre Plan

This conceptual draft study has been generated for internal discussions only.

Scale : NTS

27 September, 2011



General Notes:

1. The existing theatre is standalone building with adjacent surface parking.
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SEAT CHART

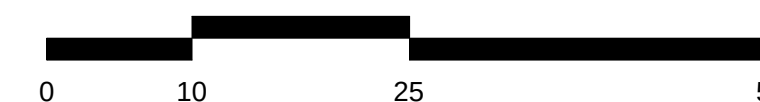
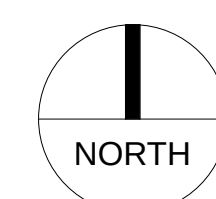
AUD.	Existing		Description	Projected	
	Total	Fixed		Total	Fixed
1	291	286	Fork & Screen	129	124
2	291	286	Fork & Screen	129	124
3	147	143	Fork & Screen	68	64
4	146	142	Fork & Screen	60	56
5	146	142	Fork & Screen	60	56
6	132	128	Fork & Screen	50	48
7	132	128	Fork & Screen	50	48
8	114	110	Fork & Screen	50	48
9	114	110	Cinema Suites	33	31
10	187	183	Cinema Suites	54	50
11	226	222	Cinema Suites	71	67
12	125	121	Cinema Suites	33	31
13	123	119	Cinema Suites	33	31
14	147	143	Cinema Suites	43	41
15	291	286	Cinema Suites	86	82
16	291	286	Cinema Suites	86	82
Total	2,903	2,835		1,035	983
OVERALL SEAT LOSS	N/A	N/A		64.35 %	65.33 %

Total number of F & S Seats - 568

Total number of CS Seats - 415

Full Theatre Conversion

Theatre GLA Square Feet - 52,310



Graphic Scale



PREPARED BY
DOMESTIC DEVELOPMENT

WEST OLIVE 16
CREVE COEUR, MO.

Concept #1 - CS / F&S Theatre Plan

This conceptual draft study has been generated for internal discussions only.

Scale : NTS

27 September, 2011

MENU OFFERINGS

Our in-theatre-dining guests can relax and enjoy seat-side-service and top-of-line menu offerings throughout the movie-going experience.

The menu features a wide array of shareable starters, mouth-watering entrees and tempting desserts.

Some of our top selling items include the Bacon Cheese Burger, Chicken Tenders, Fish & Chips, Quesadillas and the Prime Rib Sandwich.





WELCOME TO FORK&SCREEN™

Relax with our casual in-theatre dining and entertainment experience, presented in the immersive, big-screen viewing environment of an AMC® theatre. We bring you Seat-Side Service™, soft, comfortable seating, and the opportunity to order fresh, quality ingredients from a diverse menu of appetizers, entrees, and desserts, in addition to beer, wine and cocktails. Enjoy – you deserve it!

WHEN
YOU'RE
READY...

HERE'S
HOW IT
WORKS.

1. Press the service button and a server will arrive to take your order.
2. Drink orders will arrive shortly – all food is made fresh to order so please be patient as we prepare your order just for you.
3. If you need a drink refill, more condiments, dessert or would like to place an additional order – simply press the service button and a server will be right with you.
4. We'll drop off your check before the end of the movie and return to collect payment and provide your receipt.



STARTERS

Cheese Trio Batons

Our delicious blend of Mozzarella, Provolone and Parmesan cheeses, crusted with bread crumbs and deep-fried to crispy golden perfection. Served with house-made marinara sauce and our creamy garlic & basil aioli. 7.49

Veggie Triple Feature ♥

Ice box carrots, jicama, celery sticks and pizzeria strips. Served with hummus and our house-made creamy Blue cheese dressing. 7.99

Crab Rangoon Dip NEW

Melted Pepper Jack cheese with our secret herbs and spices blended with east coast crab served with a plate of fresh wonton chips. 7.99

Loaded Potato Skins

Crispy Potato Skins covered in melted Cheddar and Jack cheese, topped with hickory bacon, sour cream and green onions. 7.99
Add Shrimp, Crab Rangoon dip or BBQ Pork for 2.99



Queso Dip & Chips NEW

Diced tomato and green chile Cheddar and Jack cheese dip served with assorted fresh tortilla chips. 6.99

Sweet Onion Loops

Sweet onion slices dipped in batter and flash fried to a golden crisp. Served with our house-made smoky ketchup & basil aioli. 6.99

Parmesan Fries

Deep-fried until crispy and tossed with our seasoned sea salt, freshly grated Parmesan cheese and Italian flat leaf parsley. Served with our creamy garlic & basil aioli. 6.59

Glazed Chicken Wings

Jumbo Chicken Wings glazed with our spicy wing sauce. Served with crisp celery and Blue cheese dressing to cool the heat. 8.99

signature offering healthy offering

SALADS

Add Chicken 2.00 or Shrimp for 2.50

Classic Wedge Salad

Chilled Iceberg lettuce with chopped tomatoes, sweet onions and hickory bacon with house-made creamy Gorgonzola dressing. 8.79

Hail Caesar! Salad

Crisp, Romaine lettuce hearts with house-made Caesar dressing and freshly grated Parmesan cheese. 8.79

Fresh Fruit Salad ♥

Refreshing strawberries, mandarin oranges, melon and pecans with house-made wildflower honey citrus and yogurt drizzle. 8.99

Chopped Chicken Salad

Grilled chicken on a bed of crisp, Iceberg lettuce with carrots, celery, jicama and green onions served with choice of dressing. 8.99

signature offering healthy offering



QUESADILLAS

Quesadillas served with sour cream, freshly made pico de gallo and our distinctive queso mole aioli.

Caliente Quesadillas

Grill-toasted soft flour tortillas brushed with spicy chipotle chile glaze and layered with hickory bacon, freshly grated aged Pepper Jack cheese and sweet jalapeno tomatillo relish. 8.99

Screen Classics Quesadillas

Grill-toasted soft flour tortillas stuffed with freshly grated aged Cheddar and Monterey Jack cheeses. 8.69

Fire-Roasted Veggie Quesadillas

Grill-toasted soft flour tortillas stuffed with red and green bell peppers, sweet onions, vine-ripened tomatoes and freshly grated aged Cheddar and Monterey Jack cheeses. 8.99

Wood-Roasted Chicken Quesadillas

Grill-toasted soft flour tortillas stuffed with juicy, wood-roasted chicken, freshly grated aged Cheddar and Monterey Jack cheeses. 9.59



**MAKE IT
A MEAL**

By adding Classic Cut Fries, house-made Russet Potato Chips or a side salad for 2.59, Parmesan Fries or Onion Loops for 3.59.

HOUSE SPECIALTIES

Thai Coconut Chicken Tenders

Our Boulevard Pale Ale beer-battered chicken tenders flash-fried and tossed in a coconut and Thai red chili glaze. Served with Classic Cut fries and our house-made spicy peanut Sriracha sauce & Ginger Ponzu sauce. 11.99

Boulevard Chicken Tenders – Classic or Buffalo

Our Boulevard Pale Ale beer-battered chicken tenders flash-fried and served with Classic Cut fries and your choice of one sauce: BBQ, ranch, honey mustard or Blue Cheese. 11.79

Chicken Parmesan NEW

Golden brown Parmesan chicken breast served with rigatoni pasta in our house-made marinara sauce. 10.79

 signature offering



Crispy Fish and Chips

Cold-water cod dipped in a beer batter made with Kansas City's own Boulevard Pale Ale and flash-fried to a delicious crisp. Served with Classic Cut fries and house-made Tartar sauce. 10.99

Tender Country Fried Steak NEW

Hand-battered chopped steak served with a side of house-made gravy, red bliss mashed potatoes and seasonal vegetables. 11.99

Fried Shrimp

Shrimp hand-dipped in beer batter made with Kansas City's own Boulevard Pale Ale and flash-fried to golden perfection. Served with Classic Cut fries and Ginger Ponzu sauce. 10.59

Complete your meal by adding a side salad for 2.59



FLATBREAD PIZZETTAS

Romesco Roasted Chicken

Hand-pulled flatbread with savory Romesco sauce, Colby Jack cheese, grilled red and green bell peppers, sweet onions and fire-roasted chicken. 9.79

Tuscan

Hand-pulled flatbread with Mozzarella and Provolone cheeses, shaved pepperoni and fresh basil. 9.69

Margherita

Hand-pulled flatbread with Mozzarella and Provolone cheeses, fresh Roma tomato slices and fresh basil. 9.49

Complete your meal by adding a side salad for 2.59



GRILLERS

All grillers served with House-Made Seasoned Russet Potato Chips. Substitute a side-salad, Parmesan Fries or Onion Rings for only 1.00.

BBQ Pulled Pork Griller

Smoked pulled pork sautéed in rich and tangy sauce on a toasted Kaiser roll. 8.79

Lime Chicken Griller

Perfectly grilled lime and Adicote marinated chicken with creamy guacamole aioli, butter lettuce and tomato on a toasted artisan malted Kaiser roll. 8.99

Verité Veggie Griller

Fire-grilled red and green bell peppers, Portabella mushrooms, sweet onions and sliced tomatoes, topped with sprouts, Goat cheese and creamy, house-made guacamole aioli on an artisan Focaccia roll. 8.59

Roast Turkey Club Griller

Roast turkey with aged Cheddar, Butter lettuce, sliced tomatoes, crispy bacon and mayonnaise on a toasted artisan malted Kaiser roll. 8.79

Prime Rib Griller

All-American, slow-roasted, shaved prime rib on a toasted artisan roll. Served with house-made Russet Potato Chips and creamy horseradish sauce. 9.99

American Cheese Griller

Toasted brioche bread piled high with classic American cheese. Served with cream of tomato soup. 6.99 Add hickory smoked bacon 1.00



BURGERS

All burgers served with Classic Cut Fries. Substitute a side-salad, Parmesan Fries or Onion Rings for only 1.00.

Bacon Cheese Burger

Our all-American beef burger with crispy bacon, aged Cheddar, Bibb lettuce and tomato on a toasted artisan malted Kaiser roll. 9.99

Blue Max Burger

Our all-American beef burger with Gorgonzola cheese crumbles, Bibb lettuce, tomato and creamy Blue cheese dressing on a toasted artisan malted Kaiser roll. 9.89

AMC Backlot Burger

Our all-American beef burger with buttery, caramelized onions, crisp lettuce and sliced tomatoes on a toasted artisan malted Kaiser roll. 9.49

Mushroom and Baby Swiss Burger

Our all-American beef burger with Baby Swiss cheese, Bibb lettuce, tomato and savory sautéed mushrooms on a toasted artisan malted Kaiser roll. 9.99

 signature offering



KIDS' MEALS

Available in kid-friendly portions for youth 12 and younger.

Cheese Quesadilla

Chicken Quesadilla

Chicken Tenders

Grilled Cheese

Flatbread Pizzetta

(Pepperoni or Cheese)

Served with AMC Froof! Toots, kid-sized 16oz soft drink and your choice of Classic Cut Fries, house-made Russet Potato Chips or Fruit Cup. 6.99



TREATS

Plain M&Ms	3.69
Peanut M&Ms	3.69
Sour Patch Kids	3.69
Junior Mints	3.69
Twizzlers	3.69
Milk Duds	2.99
Whoppers	2.99
Buncha Crunch	2.99
Clip Gummi Stars	2.99
SunMaid Chocolate Raisins	2.99
Popcorn with free refills	6.99

DESSERTS

Darkkicino Chocolate Brownie

Moist and fluffy dark Ghirardelli chocolate brownie served warm with a scoop of premium Häagen-Dazs coffee ice cream on top. 6.29

Angel Food Cake

Thin layers of angel food cake wrapped around Madagascar vanilla bean cream served with crème anglaise, hazelnut whipped cream and raspberry Grand Marnier sauce. Garnished with a sprinkle of dark cocoa powder. 6.29

New York Cheesecake

Indulgent New York style cheesecake served with fresh sugar-glazed strawberries. 5.99

Peach Cobbler

A generous slice of peach & brown sugar cobbler served warm with a scoop of premium Häagen-Dazs vanilla ice cream on top. 6.29

Tasty Ice Cream Trilogy

Three scoops of Häagen-Dazs ice cream. Choose from Vanilla, Chocolate, Coffee, and Strawberry. 5.29



Dessert goes great with Bailey's & Coffee, espresso, cappuccino or a glass of milk!

DRINKS, SHAKES & COFFEE

Soft Drinks

Coca-Cola, Diet Coke, Sprite, Coke Zero, Cherry Coke, Hi-C Fruit Punch 3.79
Kids' Soft Drinks 2.79

Minute Maid Fruit Smoothies

Strawberry, Banana, Mango and Peach 4.99

Milkshakes

Chocolate, Vanilla, Strawberry, Mango and Peach 4.99

Dasani Bottled Water

20 oz. 3.29, 1-liter 4.19

Gold Peak Iced Tea

Unsweetened Black, Raspberry, Sweetened Black 3.79

Coffee and Novus Hot Tea

2.49

Milk

3.79

Hot Chocolate

3.49

Espresso Blenders

Coffee, Vanilla, Mocha, White Chocolate, Caramel 4.49

Cappuccino

3.99

Latte

3.99
Make it a flavored latte for 0.50 (Vanilla, Mocha, White Chocolate, Caramel)

Espresso Shot

1.99
Extra Shots to any drink 0.99



PROUDLY SERVING:    

AMC Alcohol Control Procedures

- **We check identification on everyone** – AMC has a policy of requesting ID from every patron regardless of age
- We check identification more than once if we have any question if a person has obtained a beverage from another patron
- We use **distinctive glass ware** to differentiate between alcoholic and non-alcoholic beverages
- All of our service staff will attend an approved Seller-Server Training program. AMC is currently using T.I.P.S., a nationally known and recognized training program, for all associate training.
- In addition to our servers and bartenders, managers, ushers, and other employees receive alcohol server training and are charged with supervising the consumption of alcohol *throughout* the theatre and auditoriums
- AMC uses **Alcohol Compliance Monitors** at peak times to ensure only adult patrons who are not visibly intoxicated are in possession of or consuming alcoholic beverages
- AMC has a policy that it will check for proper identification any person who appears underage at ANY TIME if they are in possession of an alcoholic beverage
- We have a **zero tolerance** program for minors in possession (MIP) and will report any MIP to your department
- We have a **mystery shopper** program to ensure AMC employees are following the correct procedures and adhering to all control policies. This too, carries a zero tolerance threshold.
- AMC will sell only **one serving at a time** to each adult patron who orders an alcoholic beverage. Each person who orders and is in possession of a beverage will have their ID checked and if there is any doubt about their age or whether they are intoxicated, will be denied service.
- A guest who appears to be intoxicated and is attempting to leave the theatre will be interviewed by an AMC staff member and AMC will offer to arrange for alternative transportation for that guest. At all times, AMC will discourage any patron believed to be intoxicated from driving.

PURPOSE

Theatres that serve alcoholic beverages must follow the procedures outlined in this document to ensure compliance with all local, state, and federal regulations and to provide a safe out-of-home entertainment experience.

RESPONSIBILITY

All managers, Supervisors, and Film Crew must be aware of, comply with, and ensure enforcement of all local, state, and federal regulations regarding alcohol. The General Manager is ultimately responsible for ensuring all theatre associates are aware of those regulations and for overseeing the enforcement of them.

DOCUMENTS AND FORMS

Documents and forms mentioned throughout this document can be found on *ClipBoard* in Alcohol Enforcement in the Operations folder of [Theatre Blank Forms & Templates](#).

BACKGROUND CHECKS

Depending on the local or state regulations, theatres may be required to complete background checks for all associates serving alcohol.

To determine whether background checks are required for your locality, please e-mail [Recruitment](#). Instructions and training on how to complete a background check will be provided to the theatre at that time.

ALCOHOL AWARENESS TRAINING

Associates pouring or serving alcoholic beverages and/or monitoring alcohol compliance must complete *Training for Intervention Procedures* (TIPS) training within 30 days of hire. The following associates are required to receive TIPS training:

- **Non - Dine-In Theatre (DIT) locations:** General Manager, Senior Manager, Manager, Supervisor, Concessionist, Usher, Alcohol Compliance Monitor.
- **Dine-In Theatre (DIT) locations:** General Manager, Senior Manager, Premium Operations Manager, Manager, Supervisor, Server, Bartender, Busser, Alcohol Compliance Monitor.

TIPS training is delivered either online or in the classroom depending upon state requirements.

Online Training

To determine whether online training is permitted in your locality, check the www.gettips.com website:

1. From the left menu select: **Get Training**, then **Online Training**, and finally **State Regulations**.
2. **Select** your state from the [On Premise eTIPS State Regulations Map](#) to determine state requirements.

Follow these steps if online training is permitted in your locality:

1. **Purchase eTips Pre-Paid Passports:** A “Passport” is needed for each associate to access online training. Each passport has a unique registration code with instructions on how to access the course. To purchase passports (you may purchase several at a time), contact Health Communications at (800) 438-8477 or e-mail [eTIPS Online Training Department](#).
2. **Issue Each Associate an eTIPS Pre-Paid Passport:** The best practice is to issue the pre-paid passport during basic Film Crew training.
3. **Track Purchase and Issuance of Passports:** In order to enable follow-up with trainees, and due to the value of the passports, you must track when passports are purchased and issued using the *eTIPS Pre-Paid Passport Log*. (To obtain copies, refer to the “Documents and Forms” section in this document.)
4. **Associates Complete Online Training:** Ensure that associates are clocked in and paid for time spent on online training. Online TIPS training is completed as follows:
 - a. Open www.gettips.com website
 - b. Select **Get Training** from the left menu
 - c. Select **Online Training** from the left menu
 - d. Select **Pre-Paid Passport Holders** to access class

Participants will receive results immediately. A copy of certification materials (card, certificate, etc.) must be maintained in each associate’s file.

In the event of technical problems, please contact Health Communications at (800) 438-8477.

Classroom Training

To schedule classroom training, first locate a certified TIPS trainer in your area at www.gettips.com:

1. Select **Get Training** from the left menu.
2. Select **scheduled TIPS sessions** – In some areas, trainers will advertise scheduled classes **OR**

Select **Request training** – In some areas, you will need to initiate contact with a trainer to schedule classes

Since TIPS trainers are private contractors, pricing may vary. If you are unable to locate a certified trainer in your area, contact Health Communications at **(800) 438-8477**. If they are unable to assist you, contact [Training](#) immediately for additional options.

Participants in TIPS classroom training should receive test results within 4-6 weeks of the class. A copy of all the certification materials (card, certificate, etc.) must be maintained in each associate's employment file.

Note: Due to liability concerns, AMC uses third party vendors for TIPS certification. However, you may continue to contact [Training](#) to assist with questions.

Alcohol Service Tactics

- **Non-DIT Locations** – ALL associates must read and sign the acknowledgement of receipt for the *Non-DIT Alcohol Sales & Service Tactics* during basic theatre training prior to their first theatre shift.
- **DIT Locations** – ALL associates must read and sign the acknowledgement of receipt for the *DIT Admission & Alcohol Enforcement* policy during basic theatre training prior to their first theatre shift.

All associates, including minors, must sign the acknowledgement of receipt and it must be kept in their associate files.

ALCOHOL SALES

Although state regulations regarding the sale of alcoholic beverages vary, please follow the guidelines below when serving alcoholic beverages to guests.

Age to Serve

Associates must be 18 years of age or older to serve alcohol unless regulations in your state stipulate otherwise. Information regarding age requirements is available at www.gettips.com. If you cannot locate this information, contact [Training](#).

Age to Bartend

Associates must be 18 years of age or older to bartend unless regulations in your state stipulate otherwise. Please reference OPS-115a, *Job Aid - State Alcohol Laws and Regulations* for specific laws and regulations.

Age Verification for Purchasing Alcohol

The minimum legal age for purchasing and consuming alcoholic beverages in the US is 21 years. Associates must require positive proof of age (driver's license or other government-issued identification) from all guests purchasing alcohol regardless of age.

A booklet containing examples, descriptions, and the security features of valid IDs from the US and Canada called *ID Checking Guide* may be obtained by ordering from www.idcheckingguide.com or by calling (800) 227-8827. Since this booklet is updated annually, a subscription can be ordered at a savings.

When checking a government-issued ID, inspect the following information:

- Photograph of bearer
- Signature
- Height
- Date of Birth
- Expiration Date
- Watermark

If an associate believes an ID is fake, the following steps must be taken:

- Alert a manager – the manager must complete a review of the ID using the F.L.A.G. technique. F.L.A.G. stands for Feel, Look, Ask, and Give Back.
- Notify Security if the ID appears to be fake.
- If Security is not present, return the card to the guest.
- Do not serve the guest.

Additional techniques for determining the validity of an ID can be found in the *Concession* and *Usher Lesson Plans* of the *Film Crew Training Program*.

Signage

- **Guest Facing** - Place signage at the counter and POS to notify guests of AMC's policy to check the ID of all guests purchasing alcohol. Order these materials on the *Standard Materials Ordering and Fulfillment* site by searching for "alcohol."
- **Associate Facing** – Place age check signage on POS to help associates quickly identify whether a guest is 21 years of age or older. Order the *Quick Age Check* cue cards on the *Standard Materials Ordering and Fulfillment* site by searching for "age."

Quantity of Alcoholic Beverages Purchased

- **Non-DIT locations** – Alcohol sales limits are subject to the maximum imposed by local or state jurisdictions. An associate must NEVER serve more alcoholic beverages than the approved limit.
- **DIT locations** – Guests may purchase multiple alcoholic beverages at the same time (for example, a bucket of beer).

DIT Container Requirements

Certain localities may require alcoholic beverages to stay within a designated area. Guests must be monitored ensure they do not violate these requirements.

If approved to transfer an alcoholic beverage to the „traditional“ side of the building, guests leaving the DIT wing must have their alcoholic beverage poured into a plastic cup by a bartender before exiting.

UNDERCOVER ALCOHOL COMPLIANCE CHECKS

Theatres should be prepared at all times to receive undercover alcohol compliance checks for various groups.

Government Agencies

Alcohol compliance checks are investigations into the purchase of alcohol by minors at businesses that sell alcohol.

The sting operations will involve a minor, age 18 or under, (with undercover officers nearby) attempting to buy an alcoholic beverage from an associate. If asked by the associate, the minor must present a valid ID and state his or her real age.

If the associate sells alcohol to a minor, the following actions may occur:

- Fines (associate, business, etc.)
- Arrest (associate)
- Conviction (misdemeanor)
- Civil penalties
- Additional sting operations (multiple offenses)
- Loss of liquor license (multiple offenses)

Due to AMC's zero tolerance policy, if it is determined that an associate sold an alcoholic beverage to an underage guest as part of the alcohol compliance check, that associate must be terminated.

If your location receives an undercover alcohol compliance check by a government agency regardless of pass or fail, please e-mail [0411-Inspections](#). Follow the notification instructions outlined in OPS-90a, *Government Inspections Notifications*.

Mystery Shop

As part of the Mystery Shop process, there is a unique shop that is specific to locations that serve alcohol and is separate from traditional and DIT mystery shops.

Theatres will receive one alcohol mystery shop every month. This is an internal check to ensure compliance with local, state, and federal laws regarding alcohol enforcement. These shops are graded on a pass/fail system. Theatres that fail may receive additional checks.

E-mail [0411-Operations Excellence](#) if you have questions regarding your mystery shop results.

If it is determined that an associate sold an alcoholic beverage during an alcohol mystery shop, without asking the guest for proof of age, that associate must be terminated due to AMC's zero tolerance policy.

ALCOHOL COMPLIANCE MONITORING

All associates that serve, sell, handle, or monitor guests purchasing alcoholic drinks at the concession stand or in DIT locations play a vital role in enforcing alcohol policies.

Alcohol Compliance Monitor (ACM) – Peak Periods

Theatres are required to schedule an ACM during peak periods and over weekends and holidays. The ACM must be 18 years of age and TIPS certified.

The primary responsibilities of the ACMs are to:

- Ensure guest compliance with alcohol enforcement policies
- Monitor and prevent alcohol consumption by minors
- Ensure alcohol is consumed in designated areas only
- Ensure guests do not leave the premises with alcoholic beverages

For scheduling purposes, peak periods are generally the following days and times:

- Friday: 6 p.m. – 11 p.m.
- Saturday: 4 p.m. – 11 p.m.
- Sunday: 4 p.m. – 10 p.m.
- Holidays: 4 p.m. – 10 p.m.

Note: Peak periods and days may change depending on projected attendance volume.

The ACM must wear a lanyard and approved uniform while on duty. When scheduled, management must identify the ACM on duty as follows:

- Schedule the ACM in Workbrain using the ACM job code.
- Denote the ACM on the Daily Game Plan (Film Crew)
- Denote the ACM on the Leadership Schedule (Manager, Supervisor)

The ACM must use the *Alcohol Compliance Monitoring Worksheet* to document interactions with guests regarding alcohol compliance (to obtain copies, refer to the “Documents and Forms” section in this document). The worksheet tracks the time the interaction occurred, the outcome, and allows the ACM to provide additional

comments. A new worksheet must be completed for each shift. At the end of the shift, the worksheet must be filed in the *Theatre File* in the *Standardized Filing System*.

The ACM will be required to check ID for all guests consuming alcohol who appear to be under the age of 30 in areas outside the auditorium and inside the auditorium prior to the start of the film. Once the film has begun, the ACM is required to check ID for guests inside the auditorium who appear to be under the age of 21.

Additional techniques for determining the validity of an ID can be found in the *Usher Lesson Plan* of the *Film Crew Training Program*.

Even when an ACM is on duty, all associates share responsibility for immediately reporting non-compliance with requirements for the sale, handling, and/or consumption of alcoholic beverages to a manager or Supervisor.

Off-Peak Compliance Monitoring

When an ACM is not scheduled or on duty, all associates share responsibility for monitoring compliance and reporting non-compliance with requirements for the sale, handling, and or consumption of alcoholic beverages to a manager or Supervisor.

The manager or Supervisor on duty is responsible for completing the *Alcohol Compliance Monitoring Worksheet*. In addition, the manager or Supervisor must be identified on the Leadership Schedule as the ACM for that shift.

Underage Drinking

In the event that an underage guest is caught with an alcoholic beverage, a manager must be notified **immediately**. The following steps must be taken to ensure we address the issue correctly.

1. Remove the guest from the auditorium.
2. Verify the guest’s age.

If the guest is determined to be underage:

3. Take the drink from the guest.
4. Notify security, if available.
5. If the guest is under the age of 18, contact a parent or legal guardian.

If it is determined that an associate sold an alcoholic beverage to an underage guest, due to AMC's zero tolerance policy that associate will be terminated.

Intoxicated Guests

In the event that an associate encounters a guest that appears intoxicated, a manager must be notified immediately. The following steps must be taken to ensure we address the issue correctly.

1. Remove the guest from the auditorium.
2. Do not let the guest leave the building.
3. Ask the guest to sit down and provide water or food.
4. Make alternate arrangements for the guest to get home.
5. If the guest does not follow your instructions, monitor the guest's location.
6. Notify Security if you are unable to keep the guest from leaving.

Cleaning Auditoriums

Associates must be 18 years of age or older to pick up opened containers of alcohol while cleaning an auditorium unless regulations in your state stipulate otherwise.

If associates on duty are not old enough to pick up opened containers of alcohol, they must request assistance from a manager or Supervisor.

Securing Alcohol (After Hours)

Immediately following the close of the building, a manager or Supervisor must verify that all alcoholic beverages are secure. Based on theatre design and layout, securing alcohol may require moving bottles to locked storage, locking behind counters, etc. E-mail 0411 – Food and Beverage for questions and/or direction.

ALCOHOL SALES CUT-OFF REQUIREMENTS

Although local and state regulations regarding the sale of alcohol may vary, please follow the guidelines below when ending alcohol sales for the evening.

Sales Cut-Off

Since feature run times and start times vary, theatres will need to enforce an alcohol sales cut-off much earlier than traditional restaurants and bars. Each week, the GM is responsible for determining the sales cut-off period based upon the performance schedule and the local jurisdiction's cut-off/last call requirements.

Generally, the sales cut-off should be between 10:00 p.m. and 12:00 a.m. Theatres need to take the following into account: run time of films, jurisdiction cut-off time, and time requirements for container pick-up (refer to the next section "Alcohol Container Pick-up").

Jurisdiction Cut-Off Time	Recommended Theatre Cut-Off
12:00 a.m.	10:00 p.m.
1:00 a.m.	11:00 p.m.
2:00 a.m.	12:00 a.m.
3:00 a.m.	12:00 a.m.

Alcohol Container Pick-up

Each theatre that sells alcohol has a pre-determined time set by their local jurisdictions to pick-up all remaining alcohol containers after the sales cut-off.

Each week when preparing the performance schedule, you must ensure that all shows have ended no later than five minutes before the required pick-up time for alcohol. This will ensure that all guests have finished consuming alcohol prior to the set deadline.

Example:

Pick-Up Time: 1:00 a.m.

Last show ends no later than: 12:55a.m.

Please reference OPS-115a, *Theatre Specific Alcohol Laws and Regulations* for specific laws and regulations regarding the sale and consumption of alcohol.

Note: *If there is ever a conflict between the sales cut-off time and container pick-up time (i.e. local jurisdiction states you can sell to 12 am, yet containers must be picked up by 11:30 pm), always abide by the more restrictive parameters. In this case, sales should end well before 11:30 pm.*

POLICIES AND PROCEDURES

AMC has successfully operated restaurants and in theatre dining for over 10 years without incident or violations. These concepts successfully integrate dining into traditional theatre operations. In fact, in-theatre-dining operations have been considered “restaurants” by licensing authorities in AZ, IL, CA, OR, FL and TX. Food and Beverage revenues account for 60-70% of total revenue (Alcohol sales account for 10-20% of Food & Beverage sales) and box office admissions account for the remaining 30-40%. By this measure, meal service is not secondary, but primary to the concept. AMC’s Alcohol Control Plan includes the following key tactics:

Age Restriction – Guests to Fork & Screen locations must be 18 or older unless accompanied by a parent or guardian. The target demographic for in theatre dining is primarily adults. Unsupervised teens are not allowed into these auditoriums. Identification must be presented when tickets are purchased and when tickets are torn to ensure compliance. Additionally, associates must be 18 years of age to sell, pour alcohol, or remove open alcohol containers after the film is complete. We maintain a strict recruitment selection policy in support of our alcohol control plan.

Auditorium Environment – Given the strong food service focus in the auditorium, there are several key differences between this type of auditorium and a traditional theatre auditorium:

- **Seat Count** – Seat counts are reduced by 50-70% to accommodate a space for guests to eat in the auditorium. Thus, an auditorium that would normally seat 100 traditional guests will only have capacity for 35-50 guests. This allows for greater circulation of servers and supervision of guests.
- **Light Levels** – Lighting levels are 10-15% brighter than a traditional auditorium to allow servers to deliver food and drinks safely and to allow guests to eat while the movie is playing. This also allows servers to easily identify any potential compliance problems.

In-Theatre-Service – Due to the heavy emphasis on food service, the allocation of staffing and interaction with guests is similar to that of a traditional restaurant (Outback, Applebee’s, Chili’s). Please note the following:

- **Servers** – Servers have primary responsibility for checking ID’s when alcohol is ordered. We will check ID for any guest who appears to be under the age of 30. We will have one server staffed for every 20-30 guests and servers and runners are in and out of the auditoriums continuously throughout the film. Servers, with support from management, retain primary responsibility for monitoring the auditoriums to ensure compliance.

- **Server Training** – Servers undergo mandatory TIPS (*Training for Intervention Procedures*) training. TIPS is a skills-based, alcohol training and certification program that is designed to prevent intoxication, underage drinking, and drunk driving by enhancing the fundamental "people skills" of servers, sellers and consumers of alcohol¹. Upon hire, all servers sign an acknowledgement form that states that failure to follow AMC's rules, policies and procedures provided in our alcohol control plan and tactics will lead to immediate appropriate disciplinary action, up to and including termination.

Guest Interaction – Servers have assigned sections of each theatre to collect orders and run prepared food and drinks. Servers interact with guests at the following intervals:

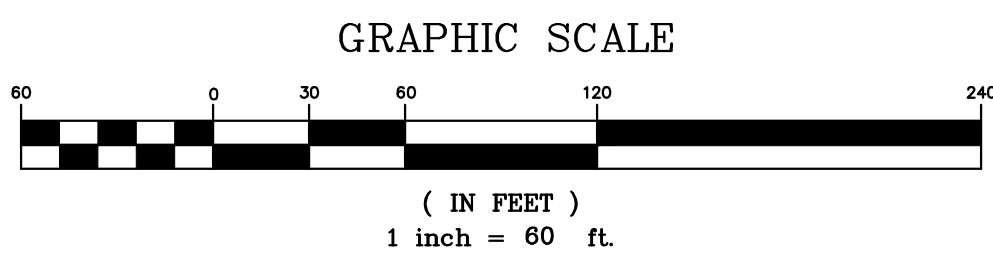
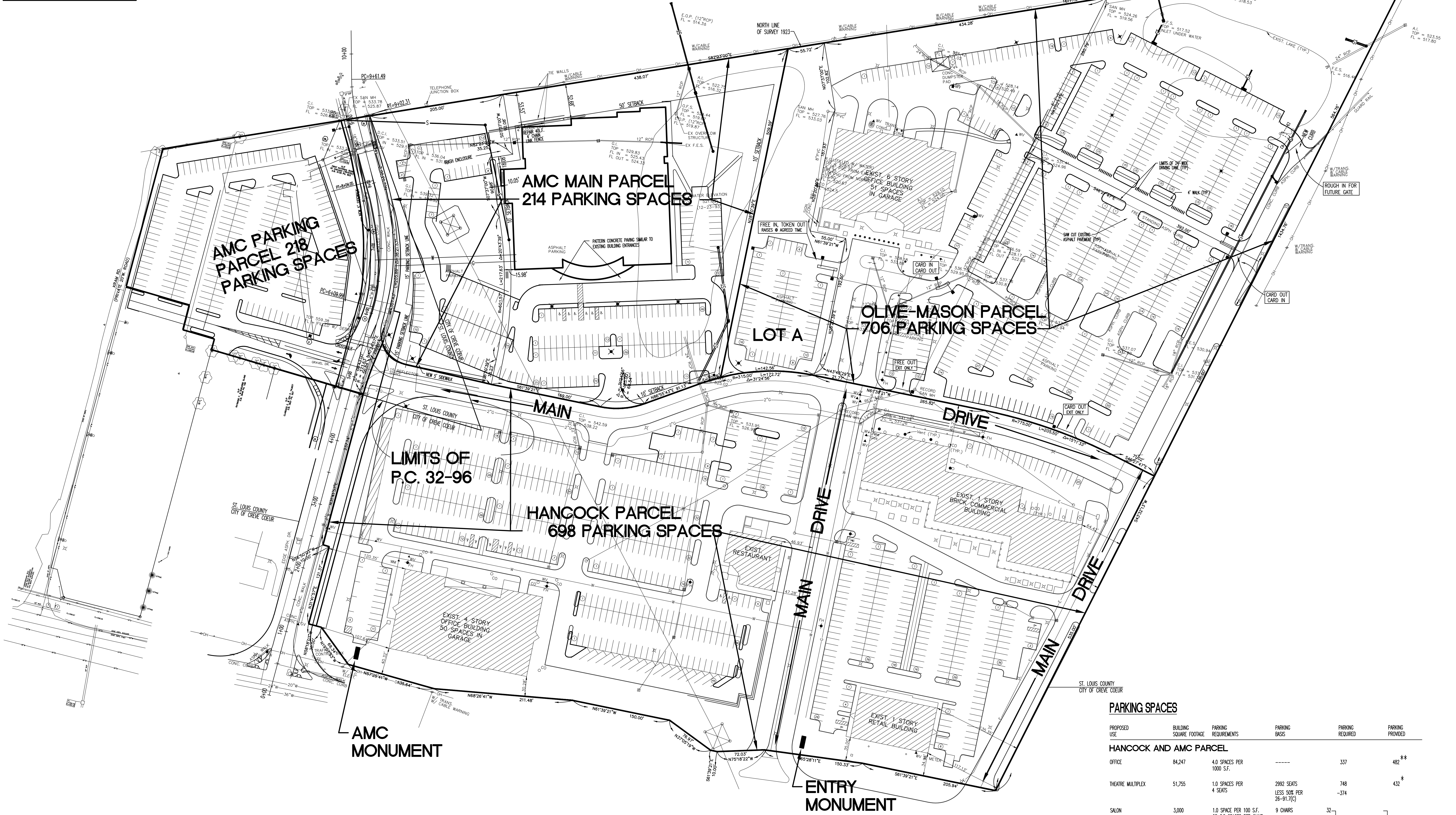
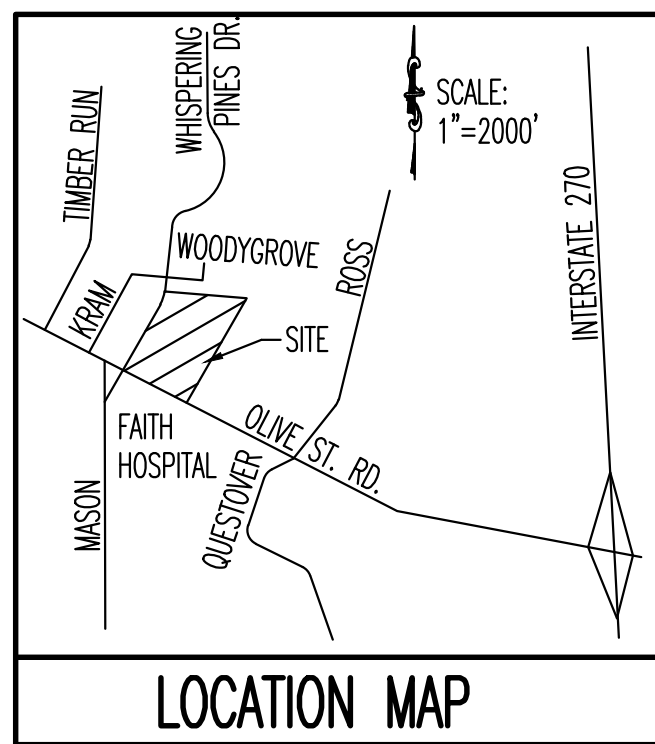
- **Within 5 Minutes of Seating** – Greet guest and place drink order
- **Within 10 Minutes of Seating** – Drink orders are received and food orders are placed
- **Within 15 Minutes of Food Order** – Prepared food arrives
- **Periodically During the Film** – Consumed food is pre-bussed
- **Within 30 Minutes of End of Movie** – Checks are delivered and payment collected
- **Within 15 Minutes of End of Movie** – Receipts are delivered to guests

Hours of Operation – Local or state regulations for the cutoff of alcohol sales vary by location. Respectful of this, each week, when preparing our film showtime schedule, every effort is made to ensure that all shows that begin before the alcohol cutoff time are finished to allow guests to exit the building before the cutoff time. In the event that we have a feature with an unusually long length, servers will pick up all open alcohol containers well in advance of the cutoff time.

Alcohol Compliance Monitoring – All associates that serve, sell, handle, or monitor guests purchasing alcoholic drinks play a vital role in enforcing alcohol policies. Servers have primary responsibility for ensuring compliance but theatre specific tactics may call for additional designated associates to be responsible for:

- **Ensuring guest compliance with alcohol policies**
- **Monitoring and preventing alcohol consumption by minors**
- **Ensuring alcohol is consumed in designated areas only**
- **Ensuring guests do not leave the premises with alcoholic beverages**

⁽¹⁾ TIPS Alcohol Training Online Site (<http://www.tipsalcohol.com>).



PARKING LOT LIGHTING HEIGHT SHALL NOT EXCEED 30'.
TYPICAL PARKING STALL DIMENSIONS
EAST OF WHISPERING PINES DRIVE
9'x19' WITH 24' AISLES.
WEST OF WHISPERING PINES DRIVE
9'x19' WITH 22' AISLES.

PARKING SPACES

PROPOSED USE	BUILDING SQUARE FOOTAGE	PARKING REQUIREMENTS	PARKING BASIS	PARKING REQUIRED	PARKING PROVIDED
HANCOCK AND AMC PARCEL					
OFFICE	84,247	4.0 SPACES PER 1000 S.F.	-----	337	482**
THEATRE MULTIPLEX	51,755	1.0 SPACES PER 4 SEATS	2992 SEATS LESS 500 PER 28-91.7(C)	748 -374	432*
SALON	3,000	1.0 SPACE PER 100 S.F. OR 3.5 SPACES PER CHAIR	9 CHAIRS	32	
DRY CLEANER	1,500	1.0 SPACE PER 150 S.F.	-----	10	
RETAIL	26,055	6.0 SPACES PER 1000 S.F.	-----	157	403
RESTAURANTS	3,375	20.0 SPACES PER 1000 S.F. PLUS	32 OUTDOOR SEATS	72	
	5,600	1.0 SPACES PER 8 OUTDOOR SEATS	154 OUTDOOR SEATS	132	
TOTAL FOR HANCOCK AND AMC				1,114	1,130**

OLIVE-MASON PARCEL
OFFICE
126,000

4.0 SPACES PER 1000 S.F.

504

706**

* INCLUDES
218 SPACES LOCATED WEST
OF WHISPERING PINES DRIVE

** INCLUDES GARAGES

THE MIDLAND GROUP, INC.
12655 OLIVE STREET ROAD
ST. LOUIS, MO 63141
PHONE NO. (314)576-1900



EDM Consulting Engineers Inc.
PROJECT MANAGERS & ENGINEERS
220 MANSON HOUSE ST. LOUIS, MISSOURI 63102
314/231-5485

SITE DEVELOPMENT PLAN-PARKING
WEST PARK CENTER

Revisions		
No.	Date	By
Dr. JEK		Ok. SMS

Date 7-11-96
Job No. 93373.03
Sheet No.
EXHIBIT
C

TEL: 800-400-1353
FAX: 541-396-6888
www.csa-compliance.com



54476 MARIAH ROAD
MYRTLE PT, OR 97458
www.csa-compliance.com

April 9, 2012

Paul Langdon
Director of Community Development
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Via e-mail
plangdon@ci.creve-coeur.mo.us

RE: AMC West Olive 16 Theatre CUP Application

Dear Mr. Langdon:

Mark Perkins and I recently discussed AMC's plans to remodel their West Olive 16 Theatre to convert this theatre to a Dine-In Theatre, with Fork & Screen and Cinema Suites auditoriums. This new concept allows moviegoers to experience restaurant quality food in the theatre while enjoying seat-side service in a more mature and sophisticated environment. Mark suggested that I provide you with more information on the concept in anticipation of the Planning Commission Meeting on April 16th. Scheduled for that evening is AMC's application for a Conditional Use Permit for a restaurant use along with service of alcoholic beverages. A member of AMC Food and Beverage team will be at the hearing to fully explain the concept, their operations and controls, and answer any questions.

INTRODUCING THE CONCEPT

The easiest way to view the Dine-In Theatre concept is to visit AMC's website: <http://www.dinein.amctheatres.com/> This website gives a good overview of what the theatre patrons can look forward to in a fully remodeled site including the Fork & Screen (with casual in-theatre dining for families) and Cinema Suites (with luxury recliners and a 21 and older policy). Both in-theatre dining experiences offer the same extensive menu from kitchen-prepared appetizers, gourmet entrees, and desserts, to traditional theatre concessions of popcorn and candy. In addition, these expanded offerings include a greater variety of beverage options for guests such as teas, juices, coffees, and alcoholic beverages.

I have included several PDF documents describing the Fork & Screen concept and the proposed diagrams showing how the AMC Theatres West Olive 16 will be changed. There are also menus detailing the items made available in all three venues: Fork & Screen, Cinema Suites, and the lobby bar, MacGuffins.

AMC's alcohol and age policies are outlined in these materials as well. AMC has developed over the last two years the best practice in the control of alcohol in its theatres and every City Council or Licensing Board that has heard their presentation has resolved their concerns about alcohol service in a movie theatre and approved the license.

The West Olive 16 Dine-In Theatre will be the first in the St. Louis area. AMC has two licensed theatres in Kansas City, Missouri and one in Olathe Kansas. AMC's most popular Dine-In Theatre is at Downtown Disney.

AMC has operated over 25 theatres with liquor licenses and some for over 10 years and has had only a single violation, which led to a company wide change of carding every guest under the age of 99, every time. The safety and security of AMC's guests and employees continues to be a company priority and AMC has not received a single negative comment about the service of alcoholic beverages at their theatres. AMC is committed to running this dining and beverage service in a responsible manner to ensure their guests enjoy their experience.

THE PLANS FOR WEST OLIVE 16

AMC is planning to convert all 16 auditoriums to Fork & Screen and Cinema Suites at the West Olive 16 theatre. The number of seats in each auditorium will be significantly reduced (by approximately half in the Fork & Screen and nearly 2/3rd in Cinema Suites). The theatre will have a complete kitchen for preparation of full restaurant-type menu items on site. The food and beverages will be served by waitstaff. In the auditoriums, when customers are ready, they will use a silent call button and a server will arrive to take their order. A small MacGuffins bar will be located in the lobby. Full food service is available in the MacGuffins and any adult patron of the theatre will be able to enjoy a meal or drink there.

I have enclosed floorplans illustrating the before and after for your consideration. The conversion process will not reduce the number of auditoriums but it will significantly reduce the number of seats, reducing significantly the parking demand for the facility. While the final numbers are not available for West Olive 16, the typical investment for the conversion has been in the range of \$4 to \$5 million dollars.

Paul Langdon, Director
April 9, 2012
Page 3

The revenue from food sales exceeds the sales of alcoholic beverages in AMC's similar dine-in theatre conversions. Food sales run approximately sixty to seventy percent of the total food and beverage sales. These additional food and beverage sales bring significantly increased revenue to these theatres and allow them to compete with other entertainment venues.

There are often concerns that the conversion of a theatre to a Dine-In Theatre will remove the option for patrons who want the traditional movie theatre experience. In the case of Creve Coeur, those patrons will still be able to have the traditional movie theatre experience at the AMC Creve Coeur 12 and the AMC Chesterfield 14, both within 5 miles. However, those patrons who want the new Dine-In Theatre experience that is now popular throughout the country will have that option.

If you require any additional information, please do not hesitate to contact me. My phone number is 800-400-1352 x225 and my e-mail is: alex@csa-compliance.com.

Sincerely,

A handwritten signature in blue ink that reads "Alex Heckathorn". The signature is stylized with a large, looped initial "A" and a long horizontal stroke extending to the left.

Alex Heckathorn

Encls. as listed
cc:

BILL NUMBER 1650

ORDINANCE NUMBER 1612

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE A 16-SCREEN MOTION PICTURE THEATRE IN THE WEST PARK DEVELOPMENT, LOCATED ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS HEREIN SET FORTH.

WHEREAS, AN APPLICATION WAS MADE BY BROKEN HEART VENTURE PARTNERSHIP, MICHAEL LAZAROFF, REPRESENTATIVE, FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A MOTION PICTURE THEATRE IN THE WEST PARK DEVELOPMENT ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT OF THE CITY OF CREVE COEUR, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF CREVE COEUR HAS RECOMMENDED APPROVAL OF SAID APPLICATION BY UNANIMOUS VOTE, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, OCTOBER 22, 1993 BEGINNING AT 7:30 P.M., OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON OCTOBER 8, 15, AND 20, 1993 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD AT SAID PUBLIC HEARING, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: A CONDITIONAL USE PERMIT IS AUTHORIZED TO BE ISSUED TO BROKEN HEART JOINT VENTURE PURSUANT TO SECTION 3 HEREOF FOR THE OPERATION OF A MOTION PICTURE THEATRE TO BE LOCATED IN THE WEST PARK DEVELOPMENT ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF WEST PARK, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 284 PAGES 1 AND 2 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1923, TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI TO BE LOCATED ON A LOT TO BE CREATED BY A RESUBDIVISION OF LOT IIA, IIIA AND POSSIBLY LOT I OF WEST PARK PURSUANT TO A RESUBDIVISION PLAT TO BE SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR.

SECTION 2: THE CONDITIONAL USE PERMIT GRANTED SHALL BE SUBJECT TO ALL APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS, AND THE FOLLOWING CONDITIONS:

1. THIS CONDITIONAL USE PERMIT SHALL BE FOR THE OPERATION OF A TWO-STORY, 55,000 SQUARE FOOT MOTION PICTURE THEATRE, WITH A MAXIMUM OF 16 SCREENS.
2. THERE SHALL BE A MAXIMUM OF 2,992 SEATS WITHIN THE THEATRE BUILDING.
3. THE HOURS OF OPERATION SHALL BE FROM 12:00 P.M. TO 2:30 A.M. MONDAY THRU FRIDAY AND 10:00 A.M. TO 2:30 A.M. SATURDAY AND SUNDAY.
4. ON WEEKDAYS, THE THEATRE WILL OFFER NO SHOWS PRIOR TO 12:00 P.M., AND ALL SHOWS WILL BE LIMITED TO 50 PERCENT OCCUPANCY FROM 12:00 P.M. TO 4:45 P.M., EXCLUDING LEGAL HOLIDAYS OR NON-BUSINESS DAYS.
5. THE THEATRE SHALL BE DEVELOPED AND CONSTRUCTED IN ACCORDANCE WITH PLANS APPROVED BY THE CREVE COEUR CITY COUNCIL ON NOVEMBER 22, 1993, OR AS FURTHER REVISED AND APPROVED BY THE CITY COUNCIL.

6. THE REQUIRED IMPROVEMENTS TO WHISPERING PINES DRIVE AND ITS INTERSECTION WITH OLIVE BOULEVARD ALONG WITH THE CONNECTION TO THE IMPROVED WHISPERING PINES DRIVE FROM THE WEST PARK DEVELOPMENT SHALL BE COMPLETED BY BROKEN HEART JOINT VENTURE PRIOR TO THE ISSUANCE OF ANY TYPE OF OCCUPANCY PERMIT FOR THE THEATRE.

7. THE FLOOR PLAN FOR THE PROPOSED THEATRE ESTABLISHMENT SHALL BE FILED WITH THE CREVE COEUR ZONING ADMINISTRATOR SHOWING THE TYPE AND LOCATION OF ALL EQUIPMENT, FURNITURE, AND OTHER INFORMATION WHICH MAY BE REQUESTED BY THE BUILDING OFFICIAL.

8. SIGNS FOR THE THEATRE MUST BE IN CONFORMANCE WITH THE CITY'S SIGN REGULATIONS, AND PERMITS MUST BE OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES. BANNERS, PENNANTS, FRINGE, LIGHTS, PINWHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED ONLY IN CONFORMANCE WITH THE CITY'S CURRENT SIGN REGULATIONS. EXPOSED NEON SIGNS SHALL ONLY BE USED UPON REVIEW AND APPROVAL OF THE CITY'S PLANNING AND ZONING COMMISSION.

9. THE REFUSE CONTAINER SHALL BE FOR THE EXCLUSIVE USE OF THIS THEATRE AND SHALL BE LOCATED WITHIN A SCREENED SIGHT-PROOF STORAGE AREA WITH THE INSTALLATION OF A HOSE BIBB TO SERVICE THE TRASH ENCLOSURE AREA.

10. THERE SHALL BE NO OUTDOOR STORAGE OR PLACEMENT OF ANY MATERIALS OR EQUIPMENT USED IN CONJUNCTION WITH THE THEATRE.

11. ANY MECHANICAL EQUIPMENT INSTALLED FOR THE THEATRE SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

12. NO VIDEO GAMES SHALL BE PERMITTED AT ANY LOCATION WITHIN THE THEATRE.

13. ANY FUTURE ENLARGEMENT, EXTENSION, EXPANSION OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

14. THE THEATRE MUST HAVE SUFFICIENT PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392 AND AMENDING ORDINANCE NUMBER 1548.

15. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S), WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

16. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND THE OPERATOR OF SAID FACILITY.

17. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OF SAID PERMIT BY THE CITY COUNCIL PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED WITHOUT PRIOR NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE THIS PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT OR REMEDY ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.

18. NO CONDITIONAL USE PERMIT GRANTED BY THE CITY COUNCIL SHALL BE VALID FOR A PERIOD LONGER THAN ONE YEAR FROM THE DATE IT GRANTS THE CONDITIONAL USE PERMIT, UNLESS WITHIN SUCH PERIOD: (1) A BUILDING PERMIT IS OBTAINED AND CONSTRUCTION IS BEGUN; OR (2) IF A BUILDING PERMIT IS NOT REQUIRED, AN OCCUPANCY PERMIT IS OBTAINED AND THE USE OF THE BUILDING COMMENCED. THE CITY COUNCIL MAY GRANT EXTENSIONS NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION, WITHOUT NOTICE OR HEARING.

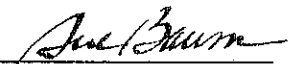
SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT TO BROKEN HEART JOINT VENTURE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

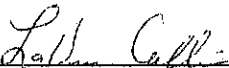
PASSED THIS 22nd DAY OF November, 1993.


SUE BAUM, MAYOR

APPROVED THIS 22nd DAY OF November, 1993.


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

148/126

BILL NUMBER 1751

ORDINANCE NUMBER 1707

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE A 16-SCREEN MOTION PICTURE THEATRE IN THE WEST PARK DEVELOPMENT, LOCATED ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS HEREIN SET FORTH.

WHEREAS, AN APPLICATION WAS MADE BY BROKEN HEART DEVELOPMENT COMPANY AND AMERICAN MULTI CINEMA, INC., FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A MOTION PICTURE THEATRE IN THE WEST PARK DEVELOPMENT ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT OF THE CITY OF CREVE COEUR, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF CREVE COEUR HAS RECOMMENDED APPROVAL OF SAID APPLICATION BY UNANIMOUS VOTE, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, APRIL 10, 1995 BEGINNING AT 7:30 P.M., OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON MARCH 21, MARCH 28, AND APRIL 5, 1995 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD AT SAID PUBLIC HEARING, AND A COPY OF THE PROPOSED ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS CONSIDERATION BY THE COUNCIL; AND THIS BILL HAVING BEEN READ BY TITLE IN OPEN MEETING THREE TIMES BEFORE FINAL PASSAGE BY THE CITY COUNCIL, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT

AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: A CONDITIONAL USE PERMIT IS AUTHORIZED TO BE ISSUED TO BROKEN HEART DEVELOPMENT COMPANY AND AMERICAN MULTI CINEMA, INC. PURSUANT TO SECTION 3 HEREOF FOR THE OPERATION OF A MOTION PICTURE THEATRE TO BE LOCATED IN THE WEST PARK DEVELOPMENT ON THE NORTHEAST CORNER OF OLIVE BOULEVARD AND WHISPERING PINES DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE NORTHWEST CORNER OF WEST PARK, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 284 PAGES 1 AND 2 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1923, TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI TO BE LOCATED ON A LOT TO BE CREATED BY A RESUBDIVISION OF LOT IIA, IIIA AND POSSIBLY LOT I OF WEST PARK PURSUANT TO A RESUBDIVISION PLAT TO BE SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR.

SECTION 2: THE CONDITIONAL USE PERMIT GRANTED SHALL BE SUBJECT TO ALL APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS, AND THE FOLLOWING CONDITIONS:

1. THIS CONDITIONAL USE PERMIT SHALL BE FOR THE OPERATION OF A ONE-STORY, 55,000 SQUARE FOOT MOTION PICTURE THEATRE, WITH A MAXIMUM OF 16 SCREENS.
2. THERE SHALL BE A MAXIMUM OF 2,992 SEATS WITHIN THE THEATRE BUILDING.
3. THE HOURS OF OPERATION SHALL BE FROM 12:00 P.M. TO 2:30 A.M. MONDAY THRU FRIDAY AND 10:00 A.M. TO 2:30 A.M. SATURDAY AND SUNDAY.
4. ON WEEKDAYS, THE THEATRE WILL OFFER NO SHOWS PRIOR TO 12:00 P.M., AND THE THEATRE WILL BE LIMITED TO 50 PERCENT OCCUPANCY FROM 12:00 P.M. TO 4:45 P.M., EXCLUDING LEGAL HOLIDAYS OR NON-BUSINESS DAYS.

5. THE THEATRE SHALL BE DEVELOPED AND CONSTRUCTED IN ACCORDANCE WITH PLANS APPROVED BY THE CREVE COEUR CITY COUNCIL ON _____, 1995, OR AS FURTHER REVISED AND APPROVED BY THE CITY COUNCIL.

6. THE REQUIRED IMPROVEMENTS TO WHISPERING PINES DRIVE AND ITS INTERSECTION WITH OLIVE BOULEVARD ALONG WITH THE CONNECTION TO THE IMPROVED WHISPERING PINES DRIVE FROM THE WEST PARK DEVELOPMENT SHALL BE COMPLETED BY BROKEN HEART DEVELOPMENT COMPANY PRIOR TO THE ISSUANCE OF ANY TYPE OF OCCUPANCY PERMIT FOR THE THEATRE.

7. THE FLOOR PLAN FOR THE PROPOSED THEATRE ESTABLISHMENT SHALL BE FILED WITH THE CREVE COEUR ZONING ADMINISTRATOR SHOWING THE TYPE AND LOCATION OF ALL EQUIPMENT, FURNITURE, AND OTHER INFORMATION WHICH MAY BE REQUESTED BY THE BUILDING OFFICIAL.

8. SIGNS FOR THE THEATRE MUST BE IN CONFORMANCE WITH THE CITY'S SIGN REGULATIONS, AND PERMITS MUST BE OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES. BANNERS, PENNANTS, FRINGE, LIGHTS, PINWHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED ONLY IN CONFORMANCE WITH THE CITY'S CURRENT SIGN REGULATIONS. EXPOSED NEON SIGNS SHALL ONLY BE USED IN CONFORMANCE WITH CURRENT SIGN REGULATIONS.

9. THE REFUSE CONTAINER SHALL BE FOR THE EXCLUSIVE USE OF THIS THEATRE AND SHALL BE LOCATED WITHIN A SCREENED SIGHT-PROOF STORAGE AREA WITH THE INSTALLATION OF A HOSE BIBB TO SERVICE THE TRASH ENCLOSURE AREA.

10. THERE SHALL BE NO OUTDOOR STORAGE OR PLACEMENT OF ANY MATERIALS OR EQUIPMENT USED IN CONJUNCTION WITH THE THEATRE.

11. ANY MECHANICAL EQUIPMENT INSTALLED FOR THE THEATRE SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

12. NO VIDEO GAMES SHALL BE PERMITTED AT ANY LOCATION WITHIN THE THEATRE.

13. ANY FUTURE ENLARGEMENT, EXTENSION, EXPANSION OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

14. THE THEATRE MUST HAVE SUFFICIENT PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392 AND AMENDING ORDINANCE NUMBER 1548.

15. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S), WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

16. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND THE OPERATOR OF SAID FACILITY.

17. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OR MODIFICATION OF SAID PERMIT BY THE CITY COUNCIL PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED OR MODIFIED WITHOUT PRIOR NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE OR MODIFY THIS PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT OR REMEDY ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.

18. NO CONDITIONAL USE PERMIT GRANTED BY THE CITY COUNCIL SHALL BE VALID FOR A PERIOD LONGER THAN ONE YEAR FROM THE DATE IT GRANTS THE CONDITIONAL USE PERMIT, UNLESS WITHIN SUCH PERIOD: (1) A BUILDING PERMIT IS OBTAINED AND CONSTRUCTION IS BEGUN; OR (2) IF A BUILDING PERMIT IS NOT REQUIRED, AN OCCUPANCY PERMIT IS OBTAINED AND THE USE OF THE BUILDING COMMENCED. THE CITY COUNCIL MAY GRANT EXTENSIONS TO THE ONE (1) YEAR PERIOD NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION OF THE ORIGINAL APPLICANT AND APPROVED BY THE COUNCIL PRIOR TO THE EXPIRATION DATE, WITHOUT NOTICE OR HEARING.

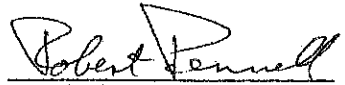
19. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 26-114 OR SECTION 26-91.7(c) OF THE CITY ZONING ORDINANCES OR IN THIS ORDINANCE, THE APPROVALS GRANTED OR AUTHORIZED TO BE GRANTED BY SECTION 26-91.7(c) AND THE CONDITIONAL USE PERMIT GRANTED OR AUTHORIZED TO BE GRANTED BY THIS ORDINANCE UNDER SECTION 26-114.2 CANNOT BE REVOKED AS

LONG AS THE PROPERTY SUBJECT TO THIS ORDINANCE IS OPERATED IN ACCORDANCE WITH THE TERMS OF THE CONDITIONAL USE PERMIT. IF THE LAND WHICH WILL BE THE SUBJECT OF THE CONDITIONAL USE PERMIT IS TRANSFERRED, THE GRANTEE SHALL AGREE TO AND COMPLY WITH ALL CONDITIONS OF THE CONDITIONAL USE PERMIT.

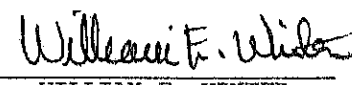
SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT TO BROKEN HEART JOINT VENTURE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4: IN VIEW OF THE PRESENCE OF A MINIMUM QUORUM AT THE CITY COUNCIL MEETING OF MARCH 27, 1995 AND THE PROPOSED CLOSING DATE OF APRIL 15, 1995 FOR THE PARCEL OF REAL ESTATE THAT IS THE SUBJECT OF THIS ORDINANCE, THIS ORDINANCE IS HEREBY DECLARED TO BE AN EMERGENCY AND SHALL TAKE EFFECT FROM AND AFTER ITS ADOPTION, PURSUANT TO SECTION 3.11(f) OF THE CITY CHARTER.

PASSED THIS 10 DAY OF April, 1995.


ROBERT PENNELL
CITY COUNCIL PRESIDENT

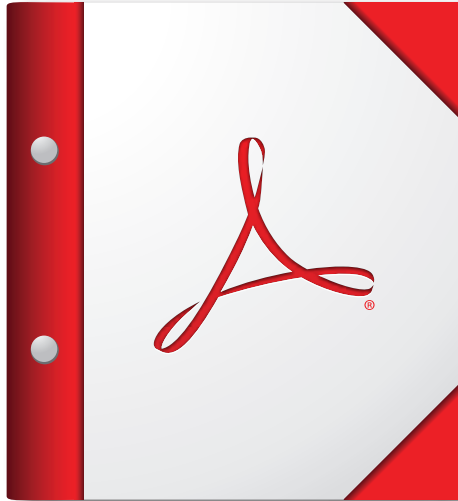
APPROVED THIS 10 DAY OF April, 1995.


WILLIAM E. WINTER
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

134/202



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PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, APRIL 16, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Dr. Michael Barton
Mr. Gary Eberhardt
Mr. James Faron
Mr. Ken Howard
Ms. Cynthia Kramer
Mr. Carl Lumley, City Attorney
Ms. Whitney Kelly, AICP, City Planner
Ms. Alexandra Gada, Recording Secretary

McLaughlin Court Reporting Services, Inc.

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

1 CHAIRMAN MADDEN: I'd like to call to order the
2 Planning Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri for Monday, April 16th, 2012.

4 We'll start with roll call.

5 I don't see Dr. Barton.

6 Mr. Gary Eberhardt?

7 MR. EBERHARDT: Present.

8 CHAIRMAN MADDEN: Mr. James Faron?

9 MR. FARON: Present.

10 CHAIRMAN MADDEN: Mr. Ken Howard?

11 MR. HOWARD: Present.

12 CHAIRMAN MADDEN: I don't see Ms. Cynthia
13 Kramer.

14 I don't see Mr. Schnarr.

15 Mr. Carl Lumley, our City Attorney?

16 MR. LUMLEY: Present.

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

19 MS. KELLY: Present.

20 CHAIRMAN MADDEN: And, Ms. Alexandra Gada, our
21 Recording Secretary?

22 MS. GADA: Present.

23 CHAIRMAN MADDEN: So we'll move to new business.

24 It's a public hearing Application 12-009:
25 Request for conditional use permit amendment to allow full

1 service, in-theater dining at the AMC Theater located at
2 12657 Olive Boulevard.

3 Anybody that might be speaking on this tonight,
4 if you would come up and get sworn in and that will save
5 us some time later.

6 (Speakers were sworn in by the court reporter.)

7 CHAIRMAN MADDEN: Who's going to present --
8 would you please come to the microphone, state your name
9 and address. And if you have to move over there --

10 MR. PATTERSON: What's easier this one or this
11 one?

12 CHAIRMAN MADDEN: Well, if you're going to be
13 over there, you're probably better off using the handheld
14 one.

15 Would you please state your name and address for
16 the record, please.

17 MR. PATTERSON: Yes, my name is George
18 Patterson, and I'm the senior vice president of AMC
19 Entertainment, and I'm at 920 Main Street, Kansas City,
20 Missouri.

21 CHAIRMAN MADDEN: Thank you.

22 MR. PATTERSON: First of all, it's a privilege
23 to be here. Thank you very much.

24 We're extremely excited about this, you know,
25 this particular concept.

1 I'll take you through what I think would be --
2 will be helpful in your decision as we -- as we -- as we
3 move forward in this process.

4 We spent -- we spent most of the afternoon
5 driving around your community, and we feel that this --
6 the possibilities here are great, and it would be a nice
7 addition to the -- to the community.

8 So with that, I've got about probably twenty
9 minutes or so in a presentation. It'll probably answer
10 many questions that -- that you have, and then I guess the
11 procedure or process would be that you can ask any time,
12 but you can certainly, you know, ask questions at the end.

13 Real quick, who is AMC. We are the second
14 largest exhibiter in the country. We are privately held.

15 Today we have 341 theater complexes and over
16 5,000 screens.

17 Revenue, as you can see up there, is worth
18 2.6 billion, and last year we topped \$2 million in --
19 excuse me -- 2 million in attendance mark.

20 We're extremely stable as an organization. We
21 are -- we are probably the most innovative of all of the
22 major exhibitors across the country. We, every year, have
23 won awards for our food and beverage offerings.

24 Me personally, I've only been with AMC for two
25 years. I've been in the restaurant business all my life.

1 AMC topped 92-years-old this year.

2 We are predominantly a major market operator, as
3 you see there, we function primarily major markets, but we
4 do -- we do a lot of work in mid markets as well.

5 There's been a lot written in the last couple of
6 years about what's happening with our -- our industry.

7 Hopefully -- there's a bug in this -- in this
8 program, and it has a -- it wants to move forward.
9 Hopefully, we can -- I can get it to settle down.

10 Anyway, there's been a lot written in the
11 last -- in the last couple of years about the industry,
12 and I think I'll take sight, sound and seating first.

13 In terms of a digital 3D ETX IMAX, that probably
14 gets the most publicity where new types of formats and
15 forms are being brought to the guests to show movies
16 better, easier and to make it more friendly to the -- to
17 the consumer.

18 Also from the seating perspective, we are slowly
19 but surely migrating and moving from those old
20 uncomfortable seats that we've -- we've all spent a lot of
21 time in and we don't particularly like, to better formats,
22 both reserve, social, but just bottom line, more
23 comfortable -- more comfortable seating.

24 From an enhanced food and beverage perspective,
25 we have three major concepts. The Creve Coeur location

1 will get all three of these. It will get the MacGuffins;
2 it will get the Fork&Screen, and it will also get Cinema
3 Suites, and I will take you through each one of those
4 shortly.

5 Also from our concession stand business, we are
6 reinventing that as well. We have a number of new formats
7 from -- from marketplaces to mini MacGuffins. We have
8 introduced a number of new products the last couple of
9 years.

10 We've been enhancing a number of different items
11 that we all sort of grew up with; it tastes better and
12 also, are, in essence, are better for you.

13 From a dining theater perspective, one of the
14 questions I got earlier, how many do you have open. We
15 have nine open today; we have one under construction, and,
16 hopefully, with the plans of the others that we have, that
17 Creve Coeur would be No. 14 for the organization,
18 hopefully next year.

19 Our business, in terms of restaurants, we have
20 been at it for approximately ten years. These -- these
21 concepts, as I walk you through them, are basically
22 restaurants, in general. They just happen to operate
23 within a theater environment.

24 When we speak to communities, the -- they are
25 typically licensed and they are -- they are managed like

1 restaurants that just happen to show movies.

2 The bulk of the revenue no longer comes from the
3 box office, it does come from the restaurant side of the
4 business.

5 Meal service is primary. It is -- it is not
6 secondary. And one of the questions we get, well, what
7 about alcohol, and what's your experience with alcohol.

8 We are currently serving alcohol in 34 locations
9 around the country. All of our dine-in theaters have
10 alcohol as well. We have another 20 that we are in the
11 process of licensing around the country.

12 Second step, we'll kind of walk through this
13 dine-in experience.

14 Let me ask real quick is anybody on the Planning
15 Zoning had a chance to visit a dine-in theater location,
16 not necessarily one of ours, but maybe a competitor?

17 Yeah, saw -- saw one or two.

18 Okay. Well, basically, it's much more of an
19 immersive [sic] experience. We -- we -- we take,
20 basically, what you have grown up with, at this particular
21 location, we completely transform the whole experience
22 from the moment you walk in to the moment -- the moment
23 you leave.

24 The concession stand, as you know it today, will
25 no longer be there. The seats that -- that aren't

1 particularly comfortable today, are no longer going to be
2 there. The sight and sound that is in there is going to
3 be switched to digital. It's not going to be the
4 35-millimeter that's been in there for probably 25 years.

5 So the whole -- the whole process, everything
6 that you do in this experience is going to change.

7 Our menu. Best way to describe our menu is
8 going to fall primarily in the casual dining area,
9 somewhere in the -- somewhere between an Apple Bee's, a
10 Chili's, that kind of thing. It's a -- it's a very simple
11 menu for us to operate.

12 We do have -- we have pastas; we are testing
13 steaks; we are testing other things to begin to elevate
14 that as well, but this -- this is what we have today.

15 We've been very, very successful with it. The
16 quality, we get rave reviews on our quality and the
17 overall service experience as well.

18 But if you could picture a Chili's or something
19 like that, it's very similar to that, just to give you
20 more picture.

21 First is Fork&Screen. Fork&Screen is the --
22 sort of was our first entry. Our first location with
23 dine-in theaters was about five years ago in Buckhead,
24 Atlanta.

25 It is -- it is just really a causal dining

1 experience. It is seat-side service, in other words, you
2 will actually place your order at the seat. We will send
3 a server. They will -- they will take your order. They
4 will typically bring your drink first. They will bring
5 your appetizer, then they will bring your full meal. If
6 that's how you order. Then ultimately dessert, if that's
7 what you choose to do.

8 Most of the -- most of the food, most of the
9 meals are -- are served within, let's say, the first
10 twenty minutes of the movie begins. Then after that
11 you'll hit a button, and you can come back -- they'll come
12 back and they'll take your order if you want a drink or
13 another dessert. But most of the food actually is
14 delivered within the first twenty minutes cause the guests
15 want to watch the movie.

16 This particular -- this particular concept, you
17 must be under the -- you must be under the age of 18, and
18 if you're not -- excuse me -- you have to be over 18. If
19 you're not, you must be accompanied by a guardian that's
20 going to be over the age of 21. So dropping off
21 teenagers, dropping off kids in this particular concept is
22 not part of what -- what the concept is.

23 It is going to be primarily for families, and
24 that is really driven around the alcohol consumption.

25 We'll talk about that in a minute.

1 So Fork&Screen, a little more casual, little
2 more simplistic, but families, kids under the age of -- of
3 18 can be in there, but they must be accompanied by an
4 adult.

5 Cinema Suites. This is the more premium
6 experience of the two. You get the full -- you get the
7 full recliner. It is -- and I say full recliner, you can
8 basically lay out, and go to sleep if you wanted to. Very
9 much like a man-cave chair that you would have in your
10 basement at home.

11 The menu today is identical to the
12 Fork&Screen, although we are testing some new concepts in
13 there to elevate the experience to sort of match the --
14 match the -- the seat. But this is the most premium
15 experience that -- that we offer.

16 In this particular -- in this particular area
17 where a theater might have upwards of a hundred seats or
18 125 seats, it will be reduced down to about 30 to 35
19 seats. So that, you know, that way you got plenty of room
20 for the servers, the chairs, to stretch, relax and really
21 sit back and enjoy the experience, especially if you're
22 over the age of 21, and don't want to be around maybe a
23 lot of families, you just want to get immersed in -- in
24 the movie.

25 MacGuffins. This location will have that as

1 well. This is our -- this just really is the -- the bar.
2 It will be featured in the -- it will be featured in the
3 area where the concession stand is today. When you come
4 in, you'll go right to the left, but that'll be the --
5 that'll be where the MacGuffins is.

6 We have MacGuffins, not only in our dine-in
7 theater locations, we have it in our traditional locations
8 as -- as well. It's been a very, very good business for
9 us.

10 Part of the rationale for expanding MacGuffins
11 quicker within the organization is the adult movie goer
12 has stopped going to the movies, and one of the things
13 that -- that they've asked for are better seats and other
14 amenities that may make the movie just a little more
15 tolerable sometimes.

16 So we poke fun at ourselves with MacGuffins in a
17 lot of ways, but it's been extremely successful. Like I
18 mentioned earlier, we have another twenty that we're
19 working on right now.

20 But this is -- matter of fact, the -- the space
21 that we have in Creve Coeur will look very similar to what
22 you see in that picture, may not -- may not quite as
23 elaborate, but that'll look very similar to.

24 So how does dine-in, how does this work, how
25 does the whole dine-in theater complex work.

1 Like I mentioned before, we reduced the -- the
2 number of seats significantly. Part of that is this --
3 this -- many of these theaters were built back in the
4 early to mid '90s, and they were built for Easter Sunday,
5 in a sense. We have lots and lots of seats. But what's
6 happened over time is there's been other forms of
7 entertainment for people to choose; there's been
8 competitors that have come in, including us in our
9 particular case here, and we -- when we first opened this
10 location in 1997, it was the only game in town.

11 We have -- we have since opened two more, but
12 we've had competitors come in, so we are now sharing, in
13 many cases, the same -- that same pie.

14 So we take out a number of seats. We put more
15 comfortable seats in. We give you more leg room. We also
16 are able to -- to work more with the lighting. We
17 actually bring the lighting up, so it's a little easier to
18 eat, but we're allowed to do that because of digital. The
19 digital screen, the digital projection is much brighter,
20 so you don't need to be as dark in the theater as you are
21 today with 35-millimeter.

22 So the lights come up a little bit, the seats
23 get more comfortable, and that way it actually enhances
24 the actual dine-in experience.

25 And then, finally, most of the emphasis is on

1 food. You're going to be treated the same way that you're
2 going to be treated at a restaurant. You'll going to --
3 you'll be greeted by somebody when you sit down. They'll
4 take your drink order. They will come back and take, you
5 know, whatever, appetizer or your dinner order, and then
6 when you want dessert, you'll hit a button and they'll
7 come back and take your dessert order. And about twenty
8 minutes before the movie ends, we'll bring you your check.

9 So it's very, very similar to the experience
10 that you would get in the traditional restaurant. The
11 difference is we've got a big screen up there showing you
12 a great movie.

13 This, you know, talks a little bit about how it
14 works. You press the service button. The waiter comes
15 in. Drinks arrive, you know, shortly. If you need a
16 refill, more items, hit the button.

17 We don't want servers running around there all
18 the time. We like to get most of that over with early if
19 we can.

20 But, like I said, somewhere around twenty
21 minutes before the end of the movie, we will bring the --
22 we will bring the check back.

23 You can see down in the pictures, we use a lot
24 of the latest technology in terms of taking orders. If
25 you go to ballgames or any type of entertainment venue,

1 they will use something called an order man where they can
2 take it and beam it back to the kitchen, so they can be
3 preparing it before they come back and bring you the food.

4 We wouldn't be building more of these if they
5 weren't successful, not only with the consumer, but, you
6 know, financially as well.

7 Our dine-in theater locations score higher than
8 anything we do today in the -- in -- matter of fact, they
9 score higher than anything that is done in the industry
10 today.

11 These are just some of our results that we have
12 seen. These numbers exceed anything that we've ever seen
13 in our -- in our industry.

14 Admissions policy, real quick.

15 This whole -- this whole building will be for --
16 for those 18 and over unless you are accompanied by
17 adult -- by an adult or guardian. And I mentioned before
18 the Cinema Suites are going to be for 21 and over only.

19 Alcohol. The -- this is probably the single
20 most important question, believe it or not, that we get,
21 and it certainly is understandable.

22 Because of the age restriction, that's kind of
23 the first step in the process in making sure that people
24 are not over served or people don't mix drinks or people
25 don't pass drinks from one person to the other.

1 Unsupervised teens are not going to be allowed
2 in this -- this particular space.

3 Identification is going to be asked, you know,
4 at the -- at the box office, or certainly when you
5 actually sit down, and you order your food, or if you
6 order a drink, you're going to be asked to provide
7 identification.

8 Everybody in the building that is going to be
9 associated with alcohol is going to have to be over the
10 age of 18, unless local law or state law requires
11 something different.

12 We certainly partner with local regulatory
13 agencies to determine what the right thing is for a
14 particular community.

15 But like I said, everybody is going to be asked
16 to show ID.

17 Servers. Once again, it's the check ID of any
18 guests that orders alcohol. We typically have one server
19 for twenty to thirty guests, but we also have runners and
20 busers in there as well.

21 Everybody in this building will be TIPS trained
22 and will be trained on how to spot alcohol abuse.

23 We don't have that today in our traditional
24 theaters. We don't have that in this location today. We
25 do have incidents where people have abused alcohol in our

1 locations, even when we don't serve alcohol, so in many
2 ways we are much better prepared to deal with any issues
3 that -- that we do have with alcohol.

4 Today we've got a tremendous track record. We
5 just don't have that problem, cause the good news is we're
6 the ones serving it; we're the ones who are monitoring it;
7 we're the ones who are paying closer attention.

8 I'll give you -- at the end of this, I'm going
9 to give you a little summary a lot of things that we do
10 that I think are pretty interesting and unique when it
11 comes to alcohol.

12 Hours of operations. You know, traditionally a
13 dine-in theater location is -- is open from ten o'clock in
14 the morning till maybe as late as two a.m.

15 Every location is going to be a little
16 different, depending on business demands and needs. We
17 sort of -- we typically leave that up to the general
18 manager who's running that. Maybe in this case, it would
19 open a little later or close a little earlier. It just
20 depends on the location.

21 We like to have that flexibility early on to
22 determine how the business -- how the business is actually
23 working.

24 Traditionally, I would say 85 percent of all
25 alcohol is consumed between four o'clock and nine o'clock

1 at night. It's no different than you would think of any
2 other restaurant business. We're not -- we're not
3 different or unique in that sense.

4 In terms of just monitoring in general, I
5 mentioned before that every associate that we have in the
6 building will go through TIPS training and alcohol
7 training.

8 They will also sign a -- they will also sign a
9 waiver when they come in that says they understand the
10 policies; they understand our procedures, and if there's
11 any issue or concern about how they are managing alcohol,
12 you know, we -- they're coached and counseled
13 appropriately leading up to termination, if it's not
14 handled -- handled appropriately.

15 But this is very, very important to us. We
16 have -- we have a lot to lose if we don't -- if we don't
17 do this right. I mean we understand that a liquor license
18 or alcohol license is a privilege, it's not a right, and
19 we manage it accordingly.

20 This is everything that we do today to manage --
21 to manage alcohol in our locations.

22 It's a lengthy list, but we -- we like what it
23 has done for us, and we have continued to add to it over
24 the last couple of years to make it more robust.

25 I mentioned the TIPS training, which is the

1 national program that -- that most restaurant companies
2 use.

3 We have trained alcohol monitors on -- on site.
4 You'll typically -- they'll typically be wearing a lanyard
5 of some kind that distinguishes them from others, and they
6 are -- they are -- they are uniquely trained as well to
7 even be more vigilant in how they watch alcohol being
8 consumed.

9 A zero tolerance policy. What that really
10 means -- what that means is we're not going to mess around
11 with this, it's both on the guest side and on the employee
12 side. This is very serious business to us. Everyone is
13 going to get carded. Everybody, including George.

14 And that really was spawned out of a -- of a --
15 of a sting that occurred. We've had one incident -- one
16 incident in all the years we've been serving alcohol at
17 AMC, and that's where the -- in Boston where the police
18 were going through and hitting up a number of different
19 businesses. We had somebody who did not card somebody
20 appropriately, and at the time the policy was if they --
21 if they look over the age -- if they look under the age of
22 40, it's okay. Well, we decided that everybody's going to
23 get carded after that, so we haven't had an incident since
24 then.

25 All of our alcohol recipes have been developed

1 by the International School of Bartenders, so we -- we
2 don't do free pours. We just continue to pour. We're
3 going to use jiggers on everything that we do.

4 Like I said, the International School of
5 Bartending, they have helped develop our training
6 procedures; been very, very helpful in us getting our
7 alcohol business established.

8 Mystery shops. We send our own people in. We
9 have a company that goes out and does that to make sure
10 we're doing that appropriately with our own policies.

11 Like I mentioned before too, we partner with
12 local regulatory authorities, you know, we sit down with
13 the chief of police or whoever it is to make sure they're
14 comfortable with what we're doing. If we have to tweak
15 things to make the chief feel good, we can do that as
16 well.

17 Tap dynamics is a -- it's only been out a couple
18 of years, but it's a type of a technology that we can put
19 on beer taps and allows us to -- if somebody draws a
20 hundred -- draws a hundred beer -- hundred beers in an
21 afternoon or in a shift, but the computer says that they
22 only rung up 98, we now know the difference. We can go
23 back and find out what they did; who was working and what
24 happened.

25 So it's a -- it's an antitheft thing, but it's

1 much more of a deterrent. Our employees know that it's
2 there, and the ability for them to just pour beer, because
3 that's probably one of the easiest things to do is pour
4 beer and give it to a friend, we'll know that if it's not
5 rung up.

6 Zortec (phonetic) is just nothing more than our
7 1-800 call if people see that either our employees or our
8 guests are abusing alcohol, they can certainly call that
9 number, and then allows us to go back and see those issues
10 that occurred.

11 We do have cameras over the bars. We do not
12 have cameras actually in theaters. We're not allowed
13 to -- we're not allowed to do that, but wherever there is
14 liquor in our building, whether it's -- it's -- it's being
15 served in our kitchens, over the bar, or where we're
16 storing liquor, we're going to have cameras.

17 (Dr. Barton is now present.)

18 MR. PATTERSON: And then the -- the -- our
19 alcohol is going to be served in -- in distinctive cups.
20 It's not going to be the 51, 32 or 44-ounce drinks that
21 you're used to at other entertainment venues.

22 And, finally, I'll just close with -- with the
23 item that we do have a fantastic track record on this.
24 We've had the one incident, and we dealt with it
25 appropriately. It caused us to change our overall

1 procedure, you know, for the entire company to make sure
2 that now we card everybody when it comes to alcohol.

3 We like to tout this. Lot of great coverage
4 when you bring a dine-in theater location to a community.
5 It's -- it's very newsworthy. We've had a lot of great
6 coverage in the last couple years, and it's -- it's been
7 very, very good for -- for business.

8 And I think -- I think that's it. That's my --
9 that's my 20 minutes, and I guess I open up for questions.

10 CHAIRMAN MADDEN: Cynthia.

11 MS. KRAMER: Thank you so much.

12 So, just for the record, when did the incident
13 happen? And then the second thing is I would assume, but
14 just again so that it's on the record, that you can't buy
15 those tickets in the actual ATM-type vending that you have
16 where you give your credit card.

17 MR. PATTERSON: The incident -- the incident
18 happened about 18 months ago, and it was in Boston.

19 MS. KRAMER: Sorry, didn't hear it. Got it.

20 MR. PATTERSON: Right. And we don't have AB0s.
21 We have a box offices where you can go -- you can get
22 online tickets; you can get online tickets and you can
23 purchase them without going to guest services, but if you
24 purchase alcohol, if you purchase alcohol in that -- in
25 that particular space, you're going to be -- you're going

1 to be carded.

2 MS. KRAMER: So the ticket-taker doesn't card
3 them when they come in with those tickets?

4 MR. PATTERSON: They do. They do.

5 MS. KRAMER: They do as well?

6 MR. PATTERSON: Yes. Yes.

7 MS. KRAMER: Perfect. I just wanted to clarify.

8 MR. PATTERSON: I'm sorry. I didn't -- okay.

9 I'm sorry. Yes.

10 MS. KRAMER: Okay.

11 MR. PATTERSON: Yes, sir.

12 MR. EBERHARDT: Can you explain the difference
13 between Fork&Screen and Cinema Suites, please.

14 MR. PATTERSON: It's the chair.

15 MR. EBERHARDT: Pardon?

16 MR. PATTERSON: It's the chair.

17 It's primarily the -- it's primarily the -- it's
18 primarily the seat. The chair in the Cinema Suites -- the
19 chair in the Cinema Suites is going to be your -- a very
20 large comfortable recliner that you would traditionally
21 see in basement entertainment areas. That's number one.

22 Number two is -- number two is you have to be
23 over the age of 21.

24 And we remove a lot more of the seats in the
25 space. A Fork&Screen, we will probably remove 40 percent

1 of the seats in that auditorium.

2 In the Cinema Suites we're going to probably
3 take out 65 to 70 percent, so it's more spacious, a better
4 seat, and it's 21 and up.

5 Those are the three differences.

6 MR. EBERHARDT: Do you distinguish in -- in
7 pricing by going one to the other?

8 MR. PATTERSON: Yes. Pricing in Cinema Suites
9 will be higher, typically around \$3.

10 CHAIRMAN MADDEN: I have a question, just as a
11 possible patron.

12 You said it's like a Chili's or an Apple Bee's
13 or somewhat above that.

14 Is your pricing like theirs or is it like --

15 MR. PATTERSON: Yes.

16 CHAIRMAN MADDEN: Okay.

17 MR. PATTERSON: Yes.

18 CHAIRMAN MADDEN: So it's --

19 MR. PATTERSON: Yeah, we're almost identical.

20 When we do -- when we come into this market, we
21 will do a market basket of others that are in the market,
22 and we will do something very comparable to that, yes.

23 CHAIRMAN MADDEN: So the thing you're paying
24 extra for is the type of seat you want?

25 MR. PATTERSON: In all of the -- in all of the

1 upgrades that are occurring, in this particular project,
2 we're going to spend somewhere between seven and a half
3 and \$8 million in this project.

4 CHAIRMAN MADDEN: Okay.

5 MR. PATTERSON: Yes, sir.

6 MR. FARON: A number of questions.

7 In your Kansas City locations --

8 MR. PATTERSON: Yes.

9 MR. FARON: -- the two in Missouri and one in
10 Kansas, are the 70 to 80 percent dining numbers similar
11 and the 10 to 20 percent alcohol numbers --

12 MR. PATTERSON: Yes.

13 MR. FARON: -- similar in those locations --

14 MR. PATTERSON: Yes.

15 MR. FARON: -- there and across the country, I'd
16 say?

17 MR. PATTERSON: Yes.

18 MR. FARON: And cut-off times are discretionary
19 you're saying?

20 MR. PATTERSON: They're going to vary by
21 location. Some locations view little later and some view
22 little earlier.

23 We're not going to be -- it's not one of these
24 where we're going to be open till three, four o'clock in
25 the morning. We're -- that's just not the business that

1 we're in.

2 MR. FARON: Sales --

3 MR. PATTERSON: We do have midnight showing.

4 "Hunger Games" came out recently, and, you know, you got
5 the midnight shows and -- and that kind of thing, so there
6 are unique situations like that.

7 But the traditional dine-in theater location
8 will probably open at somewhere between ten and twelve in
9 the morning, and will run to eleven or somewhere between
10 eleven and one in the evening, just depending on the type
11 of movies.

12 And the movies that we show are identical to the
13 movies that you would see in any first-run movie. We
14 don't -- we don't distinguish. We don't do anything
15 any -- any different.

16 One of the beauties of going digital is we can
17 basically show just about anything now, just kind of like
18 being at home.

19 If you wanted to -- if -- if this group wanted
20 to have a -- a private showing of "Raiders of the Lost
21 Ark" or something in a -- in a Cinema Suites, and you
22 wanted to have maybe a gathering, maybe have a drink or
23 two and have some dinner and watch a show, you could do
24 that. You can do first-run movies or you can show about
25 anything you want. We have that kind of flexibility.

1 MR. FARON: On the -- I guess on the -- the age
2 limit for under 18, is there a bottom age limit or someone
3 that could come in there with a five-year-old possibly
4 if --

5 MR. PATTERSON: They -- they have.

6 MR. FARON: Okay.

7 MR. PATTERSON: You know, they have, but
8 typically the five-year-old and the parents are going to
9 probably come early in the day. There's not going to be a
10 great deal of alcohol being consumed, I think if that's
11 what you're -- if that's what you're leading to.

12 MR. FARON: Well, one of the issues I mean when
13 I go to the theaters sometimes there's a lot of kids
14 there, even when you go late sometimes.

15 MR. PATTERSON: Right.

16 MR. FARON: This maybe allowing alcohol would
17 cut down on those numbers. I think the average age might
18 come up a little, possibly providing a better experience
19 for someone who maybe doesn't even want to have a drink,
20 just wants to have a better movie experience.

21 MR. PATTERSON: It's dramatically different, I
22 think. I think that's why our -- our return scores are so
23 high, you know, in the terms of what the guests like, so
24 that kind of thing.

25 MR. FARON: Like adult-swim kind of thing,

1 whatever, but any rate.

2 MR. PATTERSON: Yeah.

3 MR. FARON: And all workers 18 years and older,
4 that's --

5 MR. PATTERSON: Not -- not all, but anybody that
6 comes in contact with alcohol.

7 MR. FARON: Pulling a stub or something?

8 MR. PATTERSON: Yes.

9 MR. FARON: Not -- okay.

10 MR. PATTERSON: Yes. Right.

11 MR. FARON: Okay. Thank you, sir --

12 MR. PATTERSON: Sure.

13 MR. FARON: -- for your time.

14 MR. PATTERSON: Yes, sir.

15 CHAIRMAN MADDEN: Dr. Barton.

16 MR. BARTON: So and if you have covered this, I
17 apologize, but what's the average cycle of time through
18 the theater? I mean do the patrons come in early, sit
19 down, kind of get acclimated?

20 MR. PATTERSON: It changes -- it changes about
21 this much. It doesn't -- it doesn't change much at all.

22 I mean we've got a movie and it's going to run
23 for two hours, we got to clean up and that kind of thing.

24 Do they come a little earlier? After you go the
25 first time and you realize you don't want to be rushed to

1 order and get your food and that kind of -- you will
2 come -- but we do allow a little bit of time in between,
3 yes.

4 MR. BARTON: So, essentially, gives you
5 something to do during the previews?

6 MR. PATTERSON: Yeah, you can -- yeah, you can
7 do that. It's a much more relaxed -- certainly the Cinema
8 Suites is a much more relaxed environment.

9 Once again, it's the seating fact that everybody
10 in that space is going to be over the age of 21.

11 MR. BARTON: South America, this is kind of the
12 way it's being done.

13 MR. PATTERSON: We saw it first in Mexico City.
14 This is the first place we saw, although dine-in theater
15 locations have been around in this country for probably 25
16 years, a lot of -- a lot of locations that were falling
17 out of favor with the consumer, they were old and they
18 were in bad parts of town. Some of those were sold to
19 businesses or owners that just maybe wanted to show second
20 and third-run movies. It's going to be wings and it's
21 going to be beer. And it's a different -- it's a much
22 different crowd. That kind of bore out of Texas, it was
23 out of, actually, Austin, Texas.

24 But what we're doing is much more of a premium
25 experience, and it really did come out of -- it really did

1 come out of South America and Mexico, yes, correct.

2 MR. BARTON: And minors are permitted with
3 adults?

4 MR. PATTERSON: Yes.

5 MR. BARTON: But presumably most of the films
6 are going to be PG13 and over so --

7 MR. PATTERSON: We will play the same -- we will
8 play the same movies in this space that we're playing
9 there today.

10 Now we may -- we may move movies a little more,
11 you know, little more adult oriented, depending on what's
12 playing and what's not playing.

13 But "Hunger Games" or Disney or any of those
14 movies that are available today will be played here. We
15 play all first-run movies. Nothing will change in that
16 sense.

17 MR. BARTON: Okay. Thank you.

18 CHAIRMAN MADDEN: Mr. Eberhardt.

19 MR. EBERHARDT: Hours of operation. Did I hear
20 you say that you may start as early as ten o'clock --

21 MR. PATTERSON: If --

22 MR. EBERHARDT: -- in the morning?

23 MR. PATTERSON: If that's what -- if that's what
24 the market bears.

25 Where are we today, Brian, what time do we open

1 today?

2 BRIAN: 10 a.m. Saturday and Sunday.

3 MR. PATTERSON: Yeah, so, you know, that's where
4 we open -- that's what we do today is we open at --

5 MR. EBERHARDT: Just seems to me that your meal
6 services wouldn't be so appealable either early in the --
7 that in the -- at that time of the day, or let's say
8 between two o'clock and five o'clock in the evening, but
9 you intend to still keep continuous showing of movies that
10 whole time?

11 MR. PATTERSON: We do that now. I mean you can
12 go in our -- you can go in any of our locations today, and
13 there'll be movies, unfortunately, running and there'll be
14 nobody in there.

15 MR. EBERHARDT: If someone would choose to come
16 in and watch the movie without eating --

17 MR. PATTERSON: They can --

18 MR. EBERHARDT: -- is the price --

19 MR. PATTERSON: There is no voucher; there is no
20 minimum. So if you just want --

21 MR. EBERHARDT: And would the price of the
22 ticket be about the same as it is at another AMC
23 Theater --

24 MR. PATTERSON: Yes.

25 MR. EBERHARDT: -- that's not serving food?

1 MR. PATTERSON: Yes, it might be a tad higher,
2 but it's not -- it's not going to be outland-dish, no.

3 VOICE: Popcorn (inaudible)--

4 MR. PATTERSON: Popcorn is still -- that's an
5 interesting question. Popcorn is still the number one
6 seller in the dine-in theater.

7 VOICE: No way.

8 MR. PATTERSON: It is still number one, yes.
9 Yeah.

10 It's a great trivia question though, isn't it,
11 yeah. But that is still number one.

12 CHAIRMAN MADDEN: Mr. Faron.

13 MR. FARON: Sorry, one last question on the
14 alcohol.

15 MR. PATTERSON: Yes, sir.

16 MR. FARON: You can purchase up until the end of
17 the movie or is there a --

18 MR. PATTERSON: We typically cut it off an hour
19 before the last movie ends that -- that evening. That's
20 traditionally what we do, yeah.

21 MR. FARON: Thank you.

22 MR. PATTERSON: Uh-huh.

23 CHAIRMAN MADDEN: Are there any questions or
24 comments from the audience?

25 Okay.

1 MS. KRASAVCSEVA: I have a question.

2 CHAIRMAN MADDEN: Sure. You have to come up and
3 state your name and address.

4 Ma'am, you need to be sworn in first.

5 (Speaker sworn in by the court reporter.)

6 MS. KRASAVCSEVA: My name is Krasavcseva.

7 K-R-A-S-A-V-C-S-E-V-A.

8 So very interesting to bring to the community
9 dine-in theaters. But my question about will those
10 drinks, you know, for example, before you could let your
11 child up to 21 go to the movie, kind of socializing, not
12 to have a drink. Now you have to go and get drink or you
13 might have more like ability to get that drink. Now it's
14 not going to be as safe to go to movie, you know.

15 And, after all, when movie is over, and there is
16 that car you have to drive. How it's going to affect the
17 driving, and will it be police officer at the end of the
18 parking lot who's going to -- waiting for those kids, take
19 them to stop them to drive.

20 That's my question.

21 MR. PATTERSON: That's a good -- it's a great
22 question.

23 There's a -- there's several ways to answer it.

24 Let me start with the movie, kind of the movie
25 experience in general.

1 The movie experience, certainly in the dine-in
2 theater location, is -- is very similar to the way it
3 would be in any other movie. You go sit down. The movie
4 comes on. You start watching the movie. Hopefully, you
5 have -- today you would probably have a Coke or something
6 like that. You traditionally don't get up and -- and
7 leave and go back out for any reason. We don't have
8 halftimes; we don't have -- we don't have quarters; we
9 don't have seventh-inning stretches.

10 So, you're -- you're traditionally, you're just
11 going to stay in the movie, and you're going to be
12 immersed in the movie. You're not going to be focused on
13 maybe some of the other amenities except for maybe the
14 chair. That's number one.

15 Number two is we have -- we have people, we have
16 servers; we have busers; we have trained staff in these --
17 in these locations all the time because they are
18 constantly in the space.

19 One of the challenges that we deal with today in
20 our theaters where we do not serve alcohol are -- are
21 people that have been over served somewhere else.
22 They've -- they've abused it. They come into our space,
23 and then we have to deal with it at that point, so
24 we're -- we're pretty cognizant of that. That's number --
25 that's number two.

1 We're the one, and probably the third most
2 important, we're the ones who are serving the alcohol.
3 It's not being served by anybody else but our employees.

4 And if our employees don't manage it right or
5 there is abuse or somebody's over-served, and, God forbid,
6 somebody gets -- gets hurt, which is something we never
7 want, that affects very negatively on us, and that's
8 something we absolutely don't want.

9 And we've never, you know, knock on wood, we've
10 never had an issue. But we just don't see the abuse that
11 you would traditionally see in an environment where people
12 are watching, let's say, a sporting event, and they're
13 getting -- they're getting more and more excited; they're
14 getting more engaged in it, and they drink; they talk
15 more; they talk louder; they drink more; they drink more.

16 What typically happens in our experience, it's
17 almost self-regulating, as they sit down and they focus on
18 the screen and they don't focus on everything else.

19 It's -- I had the same question early on when I
20 first joined AMC. I said, what about the possibility of
21 abuse. When you actually go to the experience and you
22 watch the experience and you enjoy it, it's very much
23 self-regulating.

24 But if we have issues with it, we deal with it
25 immediately on site. We work with the local police. If

1 we need additional -- if we need additional police on site
2 to act as a deterrent or act as, I guess what I would call
3 reasonableness, we can have them there, and we've -- we've
4 done that in a number of locations across the country.

5 So I think the policies that I threw up there in
6 our control compliance policies have done a great job for
7 us, but it's a long-winded answer, but our experience has
8 been good, I hope.

9 CHAIRMAN MADDEN: Thank you.

10 Oh, Whitney. Sorry.

11 MS. KELLY: Whitney Kelly, City Planner for the
12 City of Creve Coeur.

13 As the Applicant has indicated, the original
14 ordinance for this theater was in 1993, and then again in
15 1995.

16 The site has 218 spaces right in front of them,
17 plus additional lot to the west for 214, and for a total
18 of 432 spaces -- parking spaces.

19 They also, at the time, entered into an
20 agreement with the office development to share parking in
21 the off hours, so that there is approximately a thousand
22 spaces available on site.

23 They will -- the proposal that they're asking
24 for will alter the -- the interior of the building only,
25 and that is to include a 1,670 square foot kitchen, a

1 335 square foot bar area, plus an additional 363 for bar
2 support area, and three beverage stations for a total of
3 727 square feet. That's all 1425 square feet.

4 They will actually decrease the number of seats
5 from 2,992 to 1,035.

6 Because they are only making interior changes,
7 we focused mostly on the zoning requirements we're --
8 regulating parking.

9 When we looked at the traditional theater
10 layout, it would really underestimate the amount of staff
11 needed.

12 When we looked at the restaurant, traditionally
13 requirements of one per -- space per every three seats
14 plus an additional one space for every 250 square feet of
15 floor area, that -- that overestimated the number of
16 parking that we felt they would need.

17 So one space for every 250 square feet of floor
18 area of the gross building was to account for the staff
19 time in addition to those patrons sitting in the seats --
20 I mean, I'm sorry, not staff time, but the number of staff
21 serving that would be sitting in the seats.

22 Because it's such a huge building and the
23 (inaudible) overlap, we are proposing that the parking
24 calculation be based upon a hybrid of the two, of the
25 theater and the restaurant, which is one space for every

1 three seats and one space for every employee at the
2 busiest shift, and they are proposing that that would be
3 60.

4 In either instance though there is plenty of
5 parking on site.

6 There is a slight minor edit to the draft
7 ordinance that will be need -- that will need to be
8 addressed. It was -- hours of operation that they're
9 requesting is 9:30 a.m. and not 9:30 p.m.

10 And there -- we did receive one public comment
11 in the email, and that is before you at -- on the dais.

12 Have any other questions?

13 CHAIRMAN MADDEN: Any questions for Whitney?

14 Thank you.

15 Oh, I'm sorry, Mr. Eberhardt.

16 MR. EBERHARDT: Do you know then if the -- the
17 additional parking agreement that was entered into in
18 1996, which added to the number of spaces together to get
19 1130, will no longer be needed by them, is that all going
20 to be canceled?

21 MS. KELLY: It won't be canceled at this time.
22 It's still an agreement between the property owners and
23 the City. But we are not foreseeing at this moment that
24 it would be needed.

25 However, if for some reason the Applicant

1 determined to sell the property and they want to take it
2 back to the prior arrangement, then it would still be
3 enough parking available for that purpose.

4 MR. EBERHARDT: Do you know if it costs AMC
5 anything for that agreement?

6 MS. KELLY: I can have the property owners
7 address that or the --

8 MR. PATTERSON: I -- I don't know the answer --
9 I don't know the answer to that.

10 This property now is -- is part of what they
11 call EPT Entertainment, so, you know, it's real estate
12 investment trust, so it's tied up in there, but I don't --
13 I don't know the answer to that.

14 MR. EBERHARDT: Okay. Thank you.

15 CHAIRMAN MADDEN: Any other questions for
16 Whitney?

17 Okay. You want to enter your --

18 MR. LUMLEY: I'll offer the following exhibits
19 into the record of this public hearing: Documentation in
20 possession of the City Clerk that reflects the notice
21 provided to the public regarding the hearing time and
22 date; the staff's report dated April 16th, 2012, and the
23 materials presented this evening by the Applicant; the
24 City's Comprehensive Plan; the City's Charter and Code of
25 Ordinances and the public file regarding this application.

1 CHAIRMAN MADDEN: Okay. That'll close our
2 public hearing.

3
4 (Hearing closed at 7:46 p.m.)
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STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

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

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



**CITY OF CREVE COEUR - MINUTES PLANNING
AND ZONING COMMISSION MEETING
MONDAY, APRIL 16, 2012
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, April 16, 2012, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Mr. Gary Eberhardt
 Mr. James Faron
 Mr. Ken Howard
 Ms. Cynthia Kramer
 Mr. Michael Barton

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Ms. Whitney Kelly, City Planner
 Ms. Alexandra Gada, Recording Secretary

4. NEW BUSINESS

A. PUBLIC HEARING

Application #12-009: A request for conditional use permit amendment to allow full service, in-theatre dining at the AMC theatre located at 12657 Olive Boulevard.

Applicant/Agent: Kevin M. Connor	Applicant's	Tammy Korte
American Multi-Cinema, Inc.	Representative: ArcVision	
920 Main Street		1950 Craig Road, Suite 300
Kansas City, MO 64105-2008		St. Louis, MO 63146

(Beginning of the public hearing – please see transcript for detailed information)

Reporter Deborah McLaughlin swore in all parties who wished to address the Board.

A presentation was made by Mr. George Patterson Vice-President of AMC Entertainment, on behalf of the AMC Theater, regarding the new concept of the in-theater dining and AMC's Alcohol Control Policy.

Comments and questions from Commission members.

Comments and questions from the public.

P&Z Minutes – April 16, 2012

A presentation was made by Whitney Kelly, City Planner, regarding the application and the establishment of the off-street parking requirements. The hours of operation in the draft ordinance should indicate 9:30 a.m. not 9:30 pm.

Comments and questions from Commission members.

There being no further comments, the City Attorney presented exhibits for the record

There being no further comments, the motion was made by Mr. Barton to approve the Application #12-009: for a Conditional Use Permit for a 16-screen in-theatre dining AMC motion picture theatre at 12657 Olive Boulevard, subject to the conditions contained in the draft ordinance, as amended regarding the hours of operation, attached to the staff report for the meeting of April 16, 2012 Mr. Eberhardt seconded the motion with the resultant vote as follows:

Mr. Faron – aye

Mr. Eberhardt –aye

Chairman Madden – aye

Mr. Barton – aye

Ms. Kramer – aye

Mr. Howard – aye

(This ends the Public Hearing)

8. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:11 p.m.

Timothy Madden, Chair

Alexandra Gada, Recording Secretary

BILL No 5367

ORDINANCE No _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE MAINTENANCE OF BLACK POWDER COAT ON TRAFFIC SIGNALS LOCATED IN THE MODOT RIGHT-OF-WAY AT CONWAY ROAD AND SOUTH NEW BALLAS ROAD

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

WHEREAS, the City supports the use of black powder coating on all newly installed traffic signal posts and mastarms and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the responsibilities of maintaining city approved improvements along Olive Boulevard;

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

Section 1: The maintenance agreement between the Missouri Highways and Transportation Commission and the City regarding the upkeep and maintenance of black powder coating on traffic signals at the Conway Road/ South New Ballas Road intersection and attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this 14th day of May 2012.

President of City Council

Adopted this 14th day of May 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

CCO Form: TR35
Approved: 05/00 (BDG)
Revised: 02/11 (ASB)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PAINTING OF TRAFFIC SIGNAL AND LIGHTING FACILITIES AGREEMENT**

This Agreement is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Creve Coeur (hereinafter, "City"), whose address is 300 N. New Ballas Road, Creve Coeur, MO 63141.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route JJ (Ballas Road) located at Conway Road in St. Louis County; and

WHEREAS, the City is desirous of performing certain tasks related to the painting of traffic signal and lighting facilities at Route JJ (Ballas Road) and Conway Road in said county.

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

(1) PROPOSAL: The City proposes and the Commission will allow the painting of galvanized steel traffic signal and lighting facilities at this location.

(2) LOCATION: The general location of the facilities to be painted pursuant to this Agreement is at the intersection of Route JJ and Conway Road in Creve Coeur, Missouri.

(3) COSTS: All costs associated with the painting of facilities, including, but not limited to work zone signing and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative.

(5) PAINT SPECIFICATIONS:

(A) The City shall have the paint manufacturers paint system and product data sheet, including color pigment information, submitted to the Commission's District Engineer for the Commission's review and approval. The color of the finish coat of paint must be approved by the Commission. All work done pursuant to this Agreement must be in accordance with Commission specifications and policies relating to painting of traffic signals

and lighting equipment.

(B) The City shall provide certified performance data from an independent testing laboratory on samples formulated with the finish coat of the desired color that the system has performed satisfactorily for three years under exterior exposure tests.

(C) The painting of aluminum material, cabinets, or signal heads is not authorized by this Agreement.

(6) INSPECTION: The City will allow inspection and testing as necessary of the construction of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection.

(7) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(8) COMMISSION RIGHT-OF-WAY: All painted facilities within the state-owned Right-of-Way shall remain the Commission's property, and all future alterations, modifications, or maintenance thereof, excluding the paint system, will be the responsibility of the Commission.

(9) MAINTENANCE: The City shall provide proper maintenance of the paint coating at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer. Should the City elect to not repaint the facilities, the Commission may terminate this Agreement and the Commission's District Engineer shall have full discretion on future coatings to any of the painted signals or facilities painted pursuant to this Agreement.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. Future painting shall be covered by separate permit.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the work to be done pursuant to this Agreement within Commission right-of-way.

(12) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction and the Standard Plans for Highway Construction. The City shall provide a copy of its contractor's certification of material used.

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

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

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

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

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

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

(22) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

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

(24) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- (A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit ____.

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

Executed by the City this ____ day of _____, 2012.

Executed by the Commission this ____ day of _____, 2012.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

Title _____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI

ss

COUNTY OF ST. LOUIS

On this ____ day of _____, 2012, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Creve Coeur and that the foregoing instrument was signed and sealed on behalf of the City and that he/she acknowledged said instrument to be the free act and deed of the City and that it was executed for the consideration stated therein and no other.

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

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI

ss

COUNTY OF _____)

On this ____ day of _____, 2012, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

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

Notary Public
My Commission Expires: _____

CITY OF CREVE COEUR

ORDINANCE NO. _____

BILL NO. _____

An Ordinance to authorize the Mayor to execute an agreement between the City of Creve Coeur and the Missouri Highways and Transportation Commission providing for the painting of traffic signal and lighting facilities on Commission Right-of-Way.

Be it ordained by the City Council of Creve Coeur as follows:

Section 1. That the City Administrator is hereby authorized to execute on behalf of the City of Creve Coeur an agreement with the Missouri Highways and Transportation Commission providing for the painting of traffic signal and lighting facilities on Commission Right-of-Way.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of _____, 2012.

APPROVED AS TO FORM

City Attorney

City Administrator

Attest:

Presiding Officer

City Clerk

Chairman of the Board



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: May 9, 2012

TO: Mark C. Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute an Agreement with the Missouri Highways and Transportation Commission for the Maintenance of Black Powder Coat on Traffic Signals at Conway Rd./New Ballas.

The City of Creve Coeur and adjacent developers have funded many traffic signal improvements in the city such as black powder coat and illuminated street name signs on traffic signals. As part of the improvement project on Ballas Rd. at Conway Rd., MoDOT is requiring Mercy Hospital to replace the new traffic signal posts and mast arms to accommodate the additional lanes. The city has requested a black powder coat on the posts and mast arms as a visual enhancement.

MoDOT will not allow the black powder coat to be applied to the new traffic signal equipment unless there is an agreement with the city in place to maintain the coating. The attached agreement, "Exhibit A" is MoDOT's standard TR35 maintenance agreement for traffic signal and lighting enhancements.

Public Works staff is recommending the execution of six copies of the attached agreement on behalf of City to confirm the city's maintenance responsibilities in regards to these improvements.

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING MISCELLANEOUS SECTIONS OF THE MANUAL AND MAKING OTHER TECHNICAL CORRECTIONS THERETO.

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual as adopted by Resolution 398 and Ordinances 1412 and 1475, as amended, and

WHEREAS, the City has determined that its personnel policies and procedures should be updated, clarified, and improved, and

WHEREAS, certain other provisions in the Personnel Policy and Procedure Manual require clarification or change in order to ensure effective personnel administration, and policy,

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

SECTION 1: The Personnel Procedures Manual, adopted by Resolution 398 and Ordinances 1412 and 1457, as amended, is hereby further amended by replacing the existing Personnel Policies and Procedures Manual in its entirety with the revised Personnel Policies and Procedures Manual contained in Exhibit A attached hereto and incorporated herein by this reference.

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

Passed this 29th day of May, 2012.

Robert Hoffman, President
City Council

Approved this 29th day of May, 2012.

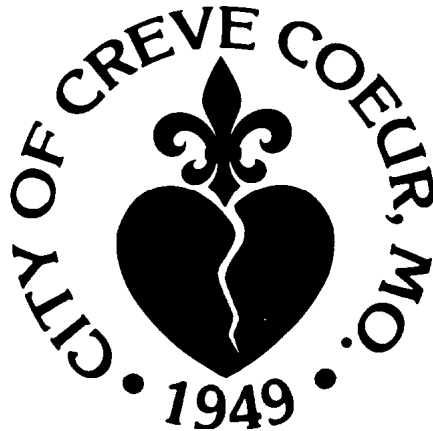
Barry Glantz, Mayor

Attest:

Deborah Ryan
City Clerk, MPCC

CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL



Adopted [May 23, 2011](#)

ORDINANCE #[5193](#)

Mark C. Perkins
City Administrator

**CITY OF CREVE COEUR, MISSOURI
PERSONNEL POLICY AND PROCEDURES MANUAL**

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CITY OF CREVE COEUR, MISSOURI PERSONNEL POLICY AND PROCEDURES MANUAL

INTRODUCTION

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

SECTION 1 PURPOSE

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

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

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

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

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	n/a	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001
Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011

Section 8.9	Overtime Exemptions
Section 10	Holidays and Holiday Pay
Section 11.10	Military Leave
Section 15.10	Medical Benefit Reimbursement

SECTION 2 DEFINITIONS

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

APPOINTMENT means the employment of an individual by the City Administrator.

CITY means the municipal corporation of Creve Coeur, Missouri.

COMMISSIONED EMPLOYEE (see sworn employee defined below).

COMPENSATION means either monetary payment or compensatory time in lieu thereof.

DEPARTMENT HEAD means the employee appointed to administer a Department of the City, including Administration, Finance, Police, , Building, Planning, Public Works, Recreation, and the City Clerk's Office.

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

FULL-TIME EMPLOYEE means a person duly employed by the City in a position for which employment with the City is at least 35 hours per seven-day work period.

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

NEPOTISM means the practice of hiring relatives.

PART-TIME EMPLOYEE means a person employed by the City who works an average of less than 35 hours per seven-day work period.

OVERTIME means time worked in excess of the regular work schedule, approved by the Department Head, which is of a benefit to the operations of the City.

PERSONNEL OFFICER means the Assistant to the City Administrator.

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

SEASONAL EMPLOYEE means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be

continued uninterrupted from year to year. The duration is determined by the Department Head. Also, a temporary employee.

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

SWORN EMPLOYEE means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

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

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

3.2 DEPARTMENTAL RULES AND PROCEDURES

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

3.3 PERSONNEL APPEALS COMMITTEE

There is a Personnel Appeals Committee established in Sections [130.020, 130.030, and 130.040](#)~~2-106, 2-107 and 2-151~~ of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Committee are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and personnel procedures manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City except: elected officials; appointed members of Boards, Commissions and Committees; the City Administrator; City Clerk; City Attorneys; and the Municipal Judge.

3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of the disciplinary appeals process, leave, holidays and other city employee fringe benefits. All employees may utilize the grievance procedure. Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, holidays, nor the exercise of the disciplinary appeals procedure.

3.6 APPOINTING AUTHORITY

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

3.7 MANAGEMENT RIGHTS

The Management of the City shall exclusively:

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

3.8 ADMINISTRATIVE RULES AND PROCEDURES

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

- a. hours of work/work schedules;
- b. pay plan and pay periods;
- c. performance appraisal systems;
- d. personnel records and reports;
- e. temporary work assignments and transfers;
- f. use of city vehicles and mileage reimbursement;

- g. outside employment;
- h. seniority and impact of seniority;
- i. safety procedures;
- j. job related injury procedures;
- k. other related internal administrative personnel matters.

3.9 REFERENCE TO GENDER

Any reference herein to gender shall be construed to mean male or female.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

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

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

4.2 JOB EVALUATION

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

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

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

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

4.4 RECLASSIFICATION

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

by the Personnel Officer or suggested by the Department Head. If upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the pay shall be adjusted below the maximum of the new grade but not by more than 10% of the current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

4.5 MAINTENANCE OF THE PLAN

a. New Position

Before a new classification is established or before a new position is filled, a job evaluation shall be approved by the City Administrator and the City Council and incorporated into the existing Classification Plan. Likewise, an abolished classification shall be deleted from the Position Classification Plan. The classification plan shall be periodically reviewed by the City Administrator.

b. Review of Existing Position

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

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

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

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

5.2 ADMINISTRATION OF THE PAY PLAN

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

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

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

5.3 NEW EMPLOYEE PLACEMENT

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

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

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

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. An employee being demoted due to poor performance or employee choice will receive the lesser of a maximum ten percent (10%) reduction in pay or the reduction which adjusts the employee's pay to the new pay range maximum. The City will not reduce the pay of an employee who is demoted solely due to organizational change.

3. Transfers

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

5.5 MERIT INCREASES

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

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

5.6 FREQUENCY OF MERIT INCREASE

An employee shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full pay periods the employee has worked since the employee's last merit increase date.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. There is a parallel longevity provision in the pension plan.

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at six (6) months and at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the discretion of the Department Head or at the request of the Personnel Officer. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. Annual Performance Cycle

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

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

3. Performance Reviews and Coaching

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

4. Completion of the Performance Cycle

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

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

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

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of his age, race, color, marital status, national origin, political affiliation, religion, sex, genetic information, ~~or~~ disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification.

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

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

6.3 NEPOTISM

The following definitions apply to this policy:

affinity means related by marriage or having a relationship by marriage
consanguinity (eous) means of the same blood or descended from the same ancestor.

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

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

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

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

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

Degrees of kindred to the employee by blood or marriage:

1 st degree of relatives	Spouse, children & parents
2 nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3 rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4 th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grand nephews & nieces

6.4 RESIDENCY REQUIREMENTS

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

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

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

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

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

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

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

7.2 EMERGENCY APPOINTMENTS

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

7.3 PUBLICITY

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

7.4 APPLICANT SCREENING PROCESS

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

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

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

7.5 INTER-DEPARTMENT TRANSFERS

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

An inter-department transfer is defined as a lateral reassignment of an employee to another department.

An employee working in his first probationary period is not eligible to request an inter-department transfer. Any such transfer has to be approved by the receiving Department Head.

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

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

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

Eligibility for longevity pay shall begin with the last date of hire and not total time of service with the City. Retirement benefits from past service may be reinstated in accordance with the provisions of the City of Creve Coeur Retirement Plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

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

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

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

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

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

7.9 PROMOTIONS

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

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

7.10 GENERAL EXAMINATION PROVISIONS

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

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for full performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).
3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited

- to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material facts on the application in violation of the certificate made by the applicant on the application form.
 5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
 6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
 7. The applicant has presented an application and has failed to sign the application form.
 8. The applicant requests such an action.
 9. An ample number of better qualified candidates are available for the position.

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

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

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

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

7.11 PROBATIONARY PERIOD

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

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

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until the employee is notified, in writing, by the City Administrator that he has been released from probationary status. Such notice shall not be unreasonably withheld

and within ten days following the one year anniversary date of the employee such notice shall be issued or the probationary period shall be extended.

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

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

An employee serving his first probationary period is eligible for sick and vacation benefits upon the Department Head's determination that the employee has successfully completed the first six months of probation. (Sec. 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits he had at the time of the promotion or transfer are not lost while he serves the probationary period.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice. An employee terminated during his initial probationary period cannot appeal such action.

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

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees.

8.2 SCHEDULING HOURS OF WORK

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

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental regulations. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer on the form and on the dates specified.

8.4 ABSENCE WITHOUT LEAVE

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

8.5 OVERTIME

1. OVERTIME COMPENSATION

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and the efficient operation of the several departments, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum. The rate of overtime compensation for employees shall be as follows:

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

* Clerical staff are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.

** Non-exempt Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond fifty-two (52) hours in a week (Sunday through Saturday), and shall receive straight time for time worked up to fifty-two (52) hours in a week (Sunday through Saturday).

2. COMPENSATORY TIME

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

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

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the

approved pay plan. For meetings which last under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

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

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time.

8.8 PREMIUM PAY

1. SUPERVISORY PREMIUM PAY

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

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. FIELD TRAINING OFFICER PREMIUM PAY

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

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City.

Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

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

City Administrator
Assistant to the City Administrator
Public Information Officer & Management Analyst
Director of Finance
Information Systems Manager
Director of Public Works
City Engineer
Operations Superintendent
Director of Community Development
City Planner
Police Chief
Police Captain
Police Lieutenant
Police Administrative Sergeant
Director of Recreation/Ice Arena Manager
Assistant Recreation Director
Greens Superintendent
City Clerk
City Attorney
Municipal Judge
Prosecuting Attorney

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

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

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

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance at least thirty (30) calendar days prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit.

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position.

An employee unable to perform the essential job functions of his position due to a disability may be transferred or demoted to a position for which he is able to perform the essential job functions and shall be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous 2 years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure. Employees laid off shall be placed on a priority recall list for

a maximum of 180 calendar days. Employees separated because of layoff shall be given at least two weeks' prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

*may be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus pay will be paid for each holiday, in a lump sum once each year with the pay check issued on or about November 15; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel may be eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on or before such holiday and, if scheduled, must work the holiday unless the absence is not due to illness and is approved by the Chief of Police. Employees absent from scheduled work on a holiday due to illness or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

Employees terminating during the year shall receive holiday pay for all holidays for which the employee is eligible for pay during the calendar year through the date of termination.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels, he shall be compensated overtime pay at the rate of 1-1/2 times the normal pay for the overtime hours worked.

The holidays concerned would be any of the holidays which qualify for the holiday bonus pay in November of each year. This compensation for overtime on a holiday shall in no way affect the holiday bonus paid in November.

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter one working day off with pay as a personal holiday. The day is to be taken at the election of the employee, subject to the approval of his Department Head. The employee is eligible to receive a personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to five (5) unused personal holidays may be carried over from one calendar year to the next.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. POLICY

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each Department Head shall maintain appropriate records of all leaves requested and granted for the department's employees. The departments shall provide the necessary information to the Personnel Officer, who will maintain the permanent records of any such absence from duty for all City employees.

In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year to an employee who has been with the City a minimum of twelve (12) months in the seven years preceding the commencement of leave and has worked a minimum of 1250 hours during the twelve (12) month period immediately preceding the leave. Family Leave relates to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care. Medical Leave relates to a serious illness of the employee, or the employee's spouse, child, or parent. In no instance is an employee eligible for more than twelve combined weeks of Family and Medical Leave in a calendar year. In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave, less any Family Leave taken by them individually.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. DEFINITIONS

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of 18 years, or who is 18 years or older to the extent the person

was incapable of caring for themselves due to mental or physical disability when under the age of 18 years and such condition has continued.

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"Jury Leave" means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

"Leave of Absence" means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

"Medical Leave" means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

"Occupational Injury or Illness Leave" means paid leave granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

"Parent" means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

"Sick leave" means paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. Sick Leave is utilized for short-term illness of the employee and/or to receive medical attention from a physician or a practitioner. Sick Leave may also be utilized for a short term illness or injury to a member of the employee's household or immediate family, up to a maximum of 15 days in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.

"Spouse" means only the legally recognized marital partner of the employee under Missouri law.

"Vacation" means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. POLICY

Vacation is paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

2. VACATION ADMINISTRATION

- a. A full-time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay-in-Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

<u>YEARS OF SERVICE</u>	<u>PERMITTED TOTAL CARRY OVER</u>
1-4 yrs. (10 days annual accrual)	15 days
5-9 yrs. (15 days annual accrual)	20 days
10-19 yrs. (20 days annual accrual)	25 days
20 yrs. or more (25 days annual accrual)	30 days

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that employees terminated during the first six months of their probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any other properly designated individual.
- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.

- e. An employee that uses two or fewer days of accrued Sick Leave in a calendar year shall be granted an additional day of Vacation in the following year.

3. ELIGIBILITY FOR VACATION

Any full-time employee serving the first probationary period and who observes the six month service anniversary shall thereafter be eligible to utilize accrued Vacation upon the Department Head's determination that the employee has successfully completed the first six months of probation.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.34 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 5.00 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.67 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 8.34 hours per full pay period worked.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed twenty (20) days per year or 6.67 hours per pay period work.

4. PAY-IN-LIEU-OF-VACATION

Pay-in-lieu-of-vacation is bonus pay permitted subject to the following annual maximums:

<u>VACATION AVAILABLE*</u>	<u>PAY-IN-LIEU PERMITTED</u>
0 - 4 days	-0-
5 - 9 days	5 days
10 or more days	10 days

* As of January 1 of the current fiscal year

Requests for pay-in-lieu-of-vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by March 1 of the current fiscal year, or other deadline as established by the City Administrator, may receive pay-in-lieu-of-vacation during the following city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay-in-lieu-of-vacation shall be made during the first pay period of the fiscal year following the fiscal year in which the request is timely made.
- c. Pay-in-lieu-of-vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each day of paid-in-lieu-of-vacation shall be equal to eight hours of pay at the employee's hourly rate. Hourly rate shall be calculated by dividing base annual salary by total regular annual hours scheduled (i.e. 2080 hours for 5/2 scheduled employees or 1980 for 5/3 scheduled employees).
- e. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his total vacation balance to fewer than five (5) days on the pay date in which payment of pay-in-lieu of vacation is made.

11.4 SICK LEAVE AND MEDICAL LEAVE

1. POLICY

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. It is meant to be a protection in case of need and not a benefit to be used whenever wanted. Medical Leave is a federally -mandated benefit which grants up to 12 weeks of unpaid leave during a calendar year for a serious illness of the employee, their spouse, child or parent. An employee shall be required to utilize available paid Sick Leave concurrently with Medical Leave when applicable. When available Sick Leave is exhausted, the employee must then use available Vacation concurrently during Medical Leave. Once available Sick Leave and Vacation are exhausted, the remainder of the Medical Leave shall be unpaid leave. The use of Medical Leave is subject to the approval of the City Administrator. All allowances of Sick Leave and Medical Leave shall be in conformance with the stated purpose.

Sick leave and/or Medical Leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.

- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time. When this is impossible, Sick Leave time may be used with the advance permission of the Department Head.
- c. Pregnancy shall be treated as any other medical condition. Sick leave and/or Medical Leave may be utilized during pregnancy, childbirth and recuperation in accordance with the leave policy. Family Leave may be taken for a newborn son or daughter or after the placement of a son or daughter with the employee for adoption or foster care. (See Section 11.7)
- d. Serious illness of the employee's son or daughter or the employee's spouse, or the employee's parent; when such illness requires the personal and direct attention of the employee. Medical Leave use for such illnesses is subject to approval by the City Administrator.

Note: if husband and wife are both employed by the City, they are only able to take a combined total of 12 weeks to care for the same individual.

2. SICK LEAVE ADMINISTRATION

- a. Eligibility
 - 1. An employee serving the first probationary period and who observes the six month service anniversary is eligible to utilize Sick Leave that has accrued to date upon the Department Head's determination that the employee has successfully completed the first six months of probation..
 - 2. Each full-time employee shall accrue one day, equal to eight hours, of Sick Leave for each full month of full-time service rendered to the City. Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full month of full-time service.

However, in no event shall any employee accrue more than 132 days of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. SICK LEAVE ADVANCED

Sick Leave may be advanced over and above the Sick Leave accrual schedule only under special circumstances and with the written approval of the City Administrator, and only in instances where the employee has a superior record of performance and is expected to return to work.

4. CHARGING OF SICK LEAVE

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility. In no case shall Sick Leave be used on scheduled "X days" (extra regularly scheduled) for police officers.

5. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days advance notice by the employee of the intent to utilize Sick Leave or Medical Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable.

6. MEDICAL CERTIFICATE REQUIRED

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when Medical Leave is requested for this purpose. The employee must obtain the required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

7. SECOND AND THIRD OPINION OF CONDITION

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

8. SICK LEAVE ABSENCE REPORTS REQUIRED

Sick Leave absence reports shall be completed on the first day of leave by the Department Head. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

9. FALSE CLAIMS

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

10. LEAVE WITHOUT JUSTIFICATION

If it is determined that the illness or disability for which Sick Leave, Family Leave, Medical Leave, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

11. DONATION TO SICK LEAVE BANK

Any full-time employee who is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of 90 calendar days following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

12. STATUS OF BENEFITS WHILE ON SICK LEAVE AND MEDICAL LEAVE

See section 11.14 for an explanation of benefit status regarding Sick Leave and Medical Leave.

13. RETURN TO WORK

Upon returning to work on or before the expiration of Medical Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. POLICY

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City is that the state workers compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. COMPENSATION

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay which is the full-time employee's regular compensation less any amount paid to the employee by the state workers compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall insure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. DURATION OF LEAVE

The maximum duration of Occupational Injury and Illness leave shall be 90 calendar days per injury in any single calendar year, except as provided in subsection 4. During this 90 calendar day period utilization of Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician;
- c. the elapse of 90 calendar days after the date of the occurrence of the disabling event unless an extension has been granted by the City Administrator. (See sub-section 4, Extension);
- d. the employee submits a fraudulent report;

- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;
- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. EXTENSION OF OCCUPATIONAL INJURY PAY BEYOND INITIAL 90 DAY PERIOD

In the event an injured/ill employee is determined by a physician to be unable to return to work after the expiration of 90 calendar days, the City Administrator shall evaluate the situation, including the prognosis provided by the doctor and the progress which the individual has made to date, and make a determination about the likelihood and timing of the employee's eventual return to work. When the City Administrator determines it is in the best interest of the City, he may grant a 30 calendar day extension of occupational injury pay to the employee. At the expiration of an extension period, the City Administrator shall make a new evaluation and determination. A maximum of three such extensions, or a total of 90 calendar days, may be granted by the City Administrator. The City Administrator may require the concurrent use of Sick Leave and/or Vacation (without duplication of pay from any source) in conjunction with any such extension.

5. OPTIONS UPON EXPIRATION OF OCCUPATIONAL INJURY LEAVE

- a. **Utilization of Sick Leave, Medical Leave and Vacation benefits:** after the expiration of the Occupational Injury and Illness Leave, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation sections of this policy.
- b. **Leave of absence:** once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the State Workers Compensation Division the employee may be placed on leave of absence.
- c. **Pay:** once paid leave benefits are exhausted, the employee shall only receive state- mandated workers compensation earnings.

6. REINJURY OF THE EMPLOYEE

For any one occupational injury/illness, an employee is granted the benefit of 90 calendar days of occupational injury pay in a calendar year unless an extension is granted by the City Administrator. Further occupational injury pay will not be paid

by the City if an employee exhausts the benefit, returns to work, and is absent again for the same injury within the same calendar year.

7. AUTHORIZATION TO RETURN TO WORK

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6).

11.6 RESTRICTED WORK

1. JOB-RELATED INJURY

Employees sustaining job-related injuries will be returned to work as soon as possible when medically permissible. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty status. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. NON-JOB RELATED INJURY

Employees seeking to return to work after non-job-related injury or illness may be allowed to return to work on restricted work status. Approval of restricted work status requires the recommendation of an employee's Department Head, the approval of the City Administrator, and a written statement from the employee's physician that the employee can reasonably be expected to return to unrestricted work within a reasonable-period of time. Restricted work status for non-job related injuries will be limited to 90 calendar days. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. PHYSICAL ACTIVITIES

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

11.7 FAMILY LEAVE

1. POLICY

The City makes available up to twelve weeks of Family Leave per calendar year as required by Federal Law. Such leave shall be leave without pay, provided if the employee has Vacation available, the employee shall utilize such Vacation concurrently during the Family Leave.

Any leave request shall certify the employee's willingness to return to work and shall indicate the currently-anticipated duration of such leave. Approval must be obtained from the City Administrator prior to the granting of Family Leave.

2. ELIGIBILITY

Family Leave is available to employees who have been employed by the City for a minimum of twelve calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the twelve months immediately preceding the leave.

Family leave shall be granted under the following circumstances:

- a. the birth of a son or daughter of the employee;
- b. the placement of a son or daughter with the employee for adoption or foster care;
- c. incapacity due to pregnancy, prenatal medical, or child birth.

Note: if husband and wife are both employed by the City, they are able to take a combined total of 12 weeks for reasons a or b above.

3. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days notice by the employee of the intent to utilize Family Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable.

4. STATUS OF BENEFITS WHILE ON FAMILY LEAVE

See section 11.14 for an explanation of benefit status regarding Family Leave.

5. RETURN TO WORK

Upon returning to work on or before the expiration of Family Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

11.8 FUNERAL LEAVE

In the event of the death of an immediate family member, a full-time employee may be granted up to three (3) workdays of paid leave to attend the funeral of that family member. The amount of time granted will be based upon the recommendation of the Department Head and will take into account such factors as travel and day of the week on which the funeral is held. The purpose of this leave is for funeral attendance and related memorial services. Immediate family, for the purpose of this section, is defined as spouse, child, grandchild, brother, sister, parent, or their functional equivalent; father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent of the employee, or relative whose place of residence was in the employee's home. Funeral leave and sick leave are separate and distinct. An employee's use of funeral leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. Temporary Annual Training Periods.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270; 38 USC 4301 et seq).

2. Emergency Active Duty.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMO 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270, 38 USC 4301 et seq).

3. Extended Active Duty Leave.

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMO 41.942).
- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed a probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the

employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan.

- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.
- e. The following authorized military operations are covered by this policy:
 - Operation Iraqi Freedom
 - Operation Enduring Freedom
 - Operation Joint Forge
 - Operation Noble Eagle
 - Operations Desert Falcon and Desert Focus
 - Operation Intrinsic Action
 - Operation Joint Guardian
 - Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military

- status becomes effective or following 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify to receive military differential pay as described in subsection three (3) subparagraph c until up to 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMO 105.270.4).
- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
 - i. City retirement plans are subject to 38 USC 4318.
- 3.5. Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined 120 hours in a federal fiscal year (October 1 – September 30).
4. A copy of orders must be attached to all requests for annual, emergency, and extended active duty military leave. Before any payment of salary is made covering the period of leave the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order. (RSMO 105.270.2).
5. An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of 120 hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).
6. Reinstatement
- a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, having given advance notice of such service or being excused by law from

providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e)):

- Less than 31 days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days service: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- 181 days of service or more: The employee must apply for reemployment no later than 90 days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. Military Caregiver Leave

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave and who are immediate family members or next of kin (i.e. closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty. A covered servicemember is an active

member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list. Eligible employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable 12-month period for a single employee. Appropriate certification is required.

8. Qualifying Exigency Leave

Employees may receive up to 12 weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed 12 workweeks per calendar year for a single employee.

Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;

- Taking up to five days of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on-duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed 60 days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sec. 11.4 and 11.7). A leave of more than 60 days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the

requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. PAID LEAVE

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave.

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. UNPAID LEAVE EXCEEDING 16 CALENDAR DAYS

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding consecutive 16 calendar days shall be required to pay the entire cost of continuing employee benefits, including health, dental, life and other insurances, throughout the duration of the unpaid leave. Benefits under City retirement plans are described in the plan documents. No Sick Leave shall accrue; however credited Sick Leave will remain on record. The employee shall not receive holiday pay. No Vacation shall accrue; however, credited Vacation will remain on record.

3. OCCUPATIONAL INJURY/ILLNESS LEAVE

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation pay or receive pay-in-lieu of vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. FAMILY LEAVE AND MEDICAL LEAVE

During Family Leave and Medical Leave, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the

leave. Benefits under City retirement plans are described in the plan documents. The rules under subsections 1 and 2 of this section 11.14 apply.

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods not to exceed five days.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation.

SECTION 13 PERSONNEL DISCIPLINARY APPEALS

13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR

- a. An employee may appeal to the City Administrator for a reconsideration and rehearing of any disciplinary action taken by a Department Head involving:
 - 1. dismissal;
 - 2. demotion;
 - 3. suspension without pay, loss of compensatory time, singly or in combination, for more than three (3) days.

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for appeal and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall conduct a hearing at which time the employee may present witnesses or documents to support his position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the hearing.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the hearing.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS COMMITTEE

A. FORM OF REQUEST FOR AN APPEAL

If the employee is dissatisfied with the City Administrator's decision in a disciplinary hearing involving dismissal, demotion, or suspension without pay, loss of compensatory time, singly or in combination, for more than three (3) days, the employee may submit a request in writing for an appeal to the Personnel Appeals Committee ("the Committee"). Such request must be addressed to the "Personnel Appeals Committee Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center not later than seven (7) calendar days after the City Administrator issues and the employee receives a written decision.

B. RECEIPT OF REQUEST FOR AN APPEAL FROM EMPLOYEE ("APPELLANT")

1. Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Committee. After receipt from the City Clerk, the Chairperson of the Committee shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and the Department Head.
2. The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required in (b 1) above, forward a copy of the request for appeal to the members of the Personnel Appeals Committee and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

C. ASSIGNMENT OF LEGAL COUNSEL

The Chairperson may at any time request the City Council to hire legal counsel for the Committee. The purpose of legal counsel is to assist the Committee with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Committee. The purpose of the Procedural Review Meeting is to review committee procedures for the conduct of the hearing and the preparation of the decision. The Committee may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any committee member or other party to the underlying facts of a specific appeal before the Committee. Further, no discussion should be held by any members of the Committee concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Committee. All evidence is to be presented at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Committee, the Personnel Appeals Committee shall conduct a reconsideration and rehearing in accordance with the provisions of Chapter 536 RSMo. and the City of Creve Coeur Employee Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required.

A. NOTIFICATION OF HEARING DATE

The Chairperson of the Committee shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo., a minimum of ten days notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

B. COMMITTEE HEARING PROCEDURE

1. Consistent with Chapter 536 RSMo., the hearing shall be conducted in the manner most conducive to determination of the truth and the Committee shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Committee's decision is to be supported by substantial evidence on the whole record. Decisions made by the Committee shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Committee, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Meetings of the Personnel Appeals Committee shall be determined to be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri unless the employee requests the meeting remain open and the Committee approves that request. Notice of the meeting must be posted in conformance with the above stated policy. The meeting is to be opened as a public meeting and the Committee shall take a vote before closing the meeting for the hearing.. The minutes shall reflect this action.
3. The Committee shall determine the relevancy, weight and credibility of testimony and evidence. The Committee shall base its findings on the preponderance of evidence.
4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Committee may ask

questions relevant to the matter after each witness testifies.

5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the meeting room until called by the Committee to testify.
6. Both the City and the appellant may be represented by legal counsel.
7. The Committee may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe the meeting and to give an oath to witnesses giving testimony. A city staff member shall keep minutes of the proceedings.
9. The Committee reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Committee shall announce, during the hearing, that the hearing is recessed to a specific time and date. No additional posting of the reconvened hearing is required.
10. In accordance with Section ~~2-454~~[130.020](#)(e) of the Municipal Code, the City Council Liaison is not a voting member of the Committee. The Liaison shall not participate in the hearing or the deliberations and shall not vote on the matter.
11. The Committee shall meet in closed session to deliberate and to come to a decision concerning the matter. A majority of the Committee members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
12. Decisions of the Committee shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement of the findings on which the Committee based its decision. The decision shall set forth the charges, if any, the Committee finds to be sustained and the reasons therefore. A copy of the written decision shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator. The decision of the Personnel Appeals Committee shall be final and binding on the City.

C. PROCEDURES TO BE FOLLOWED IN ACCORDANCE WITH CHAPTER 536 RSMO.

1. All witnesses giving oral testimony shall be sworn.

2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any witness regardless of which party first called him to testify, and to rebut the evidence against him.
3. A party who does not testify in his own behalf may be called and examined as if under cross-examination.
4. The Committee shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Committee. The City will pay transcription costs. Minutes of the hearing will be kept for the Committee's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Committee shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Committee's decision, the Committee is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Committee, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e. proving or tending to prove the point) shall be considered by the Committee along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof can not be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Committee to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make

such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit at the hearing. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to insure fair and just treatment of employee concerns; to foster good communications between personnel to insure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A "grievance" is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, adopt personnel practices, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official and only audio recording of the conference.
- c. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions for his City retirement system, the employee may elect to retire and receive earned benefits under the applicable retirement system.

In addition the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

A. FOR THE REGULAR, FULL-TIME EMPLOYEE WHO WORKS UNTIL NORMAL OR UNREDUCED EARLY RETIREMENT DATE:

1. Employee Hired Before July 1, 2001:

The City will pay the same percentage of the employee and dependent health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage. This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before

the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end. This is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

B. FOR A REGULAR, FULL-TIME EMPLOYEE, WHO SHALL WORK UNTIL EARLY RETIREMENT:

1. Employee Hired before July 1, 2001

This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until he has reached normal retirement age or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. Employee Hired On or After July 1, 2001:

This is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase his individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

C. ONE TIME RE-ENROLLMENT OPTION

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops group coverage with the City while otherwise eligible may re-enroll for such coverage provided the following conditions are met: (1) the retired employee dropped group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for group coverage with the City within 31 days of the date the other group coverage ends and before becoming eligible for Medicare. The opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee becomes subject to the appropriate provisions of Sections A and B above.

D. MEDICARE

When a retired employee subject to Sections A or B above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's continuously covered dependents shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once

eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level

courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Personnel Officer prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only en route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

An employee who is required to use his personal automobile in the course of performing his duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incent employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time employee who qualifies to enroll in the City's health insurance plan for a portion of the cost of such other coverage if the employee elects to not enroll himself and/or some or all of his qualifying dependents in the City's health insurance plan and thereby reduces cost to the City. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City.

The annual reimbursement amount shall be \$600 per year per eligible employee.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payments shall be based on the number of months that the employee was eligible for the reimbursement over the preceding 12 month period ending on November 30 of the current year. An employee not meeting the eligibility requirements stated above for the entire 12-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the 12-month period.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or 8 hours during a given week, whichever is less, is required to submit a written request to his Department Head for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (~~130.0502-166~~ and following sections). [Employees should be respectful of each other's viewpoints and avoid unproductive debates at the workplace.](#)

[Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.](#)

Each new employee is required to read these ~~portions of the Code~~ [policies](#) and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 HARASSMENT POLICY

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment [or any hostile, aggressive or violent conduct](#). Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint in good faith about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated..

1. DEFINITIONS

“Harassment” means unwelcome conduct that is based on race, color, sex, religion, national origin, disability, and/or age, as well as sexual harassment [or any hostile, aggressive or violent conduct](#). Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

“Sexual Harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. EMPLOYEE RESPONSIBILITIES

- A. No employee shall either explicitly or implicitly ridicule, mock, belittle or [otherwise](#) harass any person.
- B. Employees encountering harassment are encouraged to tell the person that

their actions are unwelcome and offensive. Timely documentation of the incident is recommended.

- C. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. SUPERVISOR'S RESPONSIBILITIES

- A. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- B. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- C. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. INVESTIGATION

- A. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- B. Any investigation will be conducted in such a way as to maintain confidentiality to the extent practical under the circumstances.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have made a false, malicious, or contrived allegation of harassment against another employee shall be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.

- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request.

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those required by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each Department Head should report all changes in address or phone number to the Personnel Officer in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 SUBSTANCE ABUSE POLICY

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to provide its employees with a safe and healthy work environment; and, to provide to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. The use, abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a balance between the responsibility of the City to protect itself, and others, from the negligent actions of an individual under the influence of alcohol/drugs while in the employment of the City and the expectation of the employee to be protected from unreasonable personal invasion. The policy requires an employee to submit to an alcohol/drug test when there is reasonable cause to believe a use or abuse problem exists. Any employee who appears to be impaired or under the influence of alcohol shall be required to undergo testing by a blood alcohol measuring device. Any employee who appears to be impaired or under the influence of narcotics or a controlled substance will be removed from the work place and be required to report to a designated medical facility to undergo examination. Failure to comply is a disciplinary offense and may result in disciplinary action, up to and including termination. Additionally, the policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

NOTE: Section 17 does not apply to drivers of commercial motor vehicles. Section 18 contains the City's Alcohol and Substance Abuse Policy in accordance with the Omnibus Transportation Employee Testing Act of 1991 and Department of Transportation regulations.

17.2 LEGAL DRUGS (including alcohol)

The use of any legally obtained drug, including alcohol, to the point where such use affects the employee's job performance is prohibited. No employee shall arrive on the City's premises under the effects of any drug which affects the employee's ability to perform his job, including the use of prescribed drugs under medical direction. In the

event physician-directed use of drugs, including over the counter drugs, taken as directed by a physician, or voluntarily, affects job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. Any employee engaging in the misuse of alcoholic beverages on the City's premises is subject to disciplinary action.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; and,
2. drugs that are legally obtainable but have been obtained illegally.

The sale, possession, purchase, transfer, or use of illegal drugs by employees on the City's premises or while on city business is prohibited.

No employee shall arrive on the City's premises under the influence of any illegal drug. This prohibition applies to any or all forms of drugs whose sale, purchase, transfer, possession, or use is prohibited or restricted by law.

Any employee engaging in the sale, purchase, transfer, possession, or use of illegal drugs on the City's premises or while on city business is subject to disciplinary action and criminal prosecution. Further, any employee who is arrested for the sale, purchase, transfer, possession or use of illegal drugs off the job is subject to disciplinary action, upon conviction of such offense. Such conviction may result in termination.

17.4 PRE-EMPLOYMENT SCREENING

In an effort to contain the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from consideration after a confirmation test has been performed with a positive result. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.5 POST-EMPLOYMENT TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse and whose behavior creates a reasonable suspicion to cause the

Supervisor to believe the employee may be under the influence of drugs and/or alcohol shall be escorted by the Supervisor for testing and/or treatment.

The Supervisor shall immediately, or as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the drug test result and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

If the results of the test are positive, a second confirmatory test shall be performed utilizing the original specimen. If the second test also renders a positive result, the employee shall be notified and shall be placed on suspension without pay by the Department Head pending future action. A positive test shall be deemed misconduct and may also result in suspension or termination of employment.

Failure by the employee to comply with the request of the Supervisor to relinquish his duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.6 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be given the opportunity to seek professional assistance from a source approved by the City. Participation in an assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

Successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Alcoholism is acknowledged as a disease and therefore may be treated as any other illness. An alcoholic employee, however, is potentially hazardous to himself and to others in the workplace. Therefore, positive steps must be taken by the individual to eliminate his dependency on alcohol.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing to verify he has remained substance free for a period of at least one year. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to remain substance free once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

A. Rehabilitation Contract

If the City decides to permit reinstatement after rehabilitation, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the Substance abuse professional (SAP) or by a rehabilitation professional accepted by the City; and
2. the employee agrees to refrain from any violation of the city's alcohol and substance abuse policies and the use of controlled substances and alcohol consistent with the plan of rehabilitation and the city's policies; and
3. the employee provides a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. the employee agrees to unannounced random testing for periods of time determined by the city subsequent to the employee's return to work consistent with the city's alcohol and substance abuse policies; and
5. the employee agrees to submit to return to work testing demonstrating that the employee is negative under controlled substance and/or alcohol tests standards; and
6. the employee agrees that any future controlled substance or alcohol violations shall be considered as a resignation of the employee from City service without recourse.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol and/or drugs or a controlled substance which is affecting the employee's ability to perform his or her job duties, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately.
- 2a. If a Supervisor has reason to believe the employee is impaired or under the influence of alcohol, testing may be conducted by a certified operator or a blood alcohol measuring device certified by the State of Missouri Department of Health.
- 2b. If a Supervisor has reason to believe the employee is impaired or under the influence of drugs, the employee shall be escorted by a Supervisor to a medical facility approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor. Violation of these requirements may result in termination.

When the employee is believed to be impaired or under the influence of drugs, the initial test to be performed will be the Enzyme Multiplied Immunoassay Technique (EMIT). The second confirmatory test will be the Gas Chromatography/Mass Spectrometry test. This test will only be performed in the event of a positive first test result.

3. When a drug test is required, the specimen collection shall be conducted by the medical staff at the facility in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.
5. Proper chain of custody procedures shall be followed by the laboratory to safeguard the integrity of the sample. All samples shall be preserved in the event of future appeal and for court action.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of the tests. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

17.8 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See section 17.6 Rehabilitation)

17.9 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well being are essential to the ability of the individual to perform his job duties. Education and training efforts will be designed to assist the Supervisor with the responsibility of drug detection and to encourage employees to seek treatment.

17.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance abuse professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of preemployment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES.

18.1 PURPOSE

The purpose of the Omnibus Transportation Employee Testing Act of 1991 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All other city employees are governed by the policy outlined in Section 17 of this manual.

18.3 DEFINITIONS

Alcohol: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol concentration: the concentration of alcohol in a person's breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use: the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Commercial Motor Vehicle: a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo.) and the Act:

- (a) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or

- (b) has a gross vehicle weight rating of 26,001 or more pounds; or
- (c) is designed to transport 16 or more passengers, including the driver; or
- (d) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Confirmation Test: a second test conducted after an initial alcohol or drug test to confirm the presence of alcohol or drug metabolites in an employee's system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

Controlled substance: the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

Screening Test (initial test): the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

Commercial Drivers License (CDL): a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

Medical Review Officer (MRO): a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Substance Abuse Professional (SAP): a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

Safety Sensitive Functions relating to the operation of commercial motor vehicles means: all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

1. waiting to be dispatched, unless the driver has been relieved from duty;
2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

- a. Performance of Safety Sensitive Functions.
An employee is prohibited from performing any safety sensitive functions and from engaging in any work related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post accident testing as specified in this policy.
- b. Unauthorized Use and/or Possession of a Controlled Substance.
Duty to inform physician of performance of safety sensitive functions and obtain release. An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription, it is the employee's duty to inform the prescribing doctor that they perform safety

sensitive functions while at work and to obtain from that doctor a release to perform such work while taking or using the prescribed substance. The employee is prohibited from using the prescribed substances other than in the amount and manner prescribed.

- c. **Notification of Side Effects of Prescribed Controlled Substance.**
Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work related activity.
- d. **Unauthorized Possession of Alcohol on Duty.**
An employee is prohibited from the unauthorized possession of alcohol while on duty.
- e. **Requirements for Employee to Notify of Violation/Conviction.**
Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.
- f. **Consequences of Testing Positive.**
An employee testing positive on an alcohol and/or controlled substance test will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

A. TESTING

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return to work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least 120 days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to complete the appropriate required documentation within twenty four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. The City will document the reasons for not promptly conducting the required tests.

3. Post Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling

damage to one or more vehicles requires towing from the accident site to occur.

Post accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than before eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require the delay of medical attention or other assistance necessary in responding to the accident.

4. Random Testing

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. Follow-Up Testing

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

7. Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the

second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

B. FAILURE TO TEST

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

C. TESTING PROCEDURES AND RESULTS

1. Alcohol

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath. An initial screening test will be conducted. Any result that is less than 0.02 alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work related activity and the employee shall not be permitted to resume work, if at all, until the employee is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test.

2. Controlled Substances

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is an alternative medical explanation for the test result. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYMENT ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol abuse.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic

(alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. Omnibus Transportation Employee Testing Act of 1991
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.



INTEROFFICE MEMORANDUM

Date: May 14, 2012

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Personnel Policy Revision

The City's personnel manual is periodically amended for updates and clarifications. The most recent amendments were adopted in May, 2011. Newly proposed changes to the manual are summarized below and are shown as redlined changes in the personnel manual attached hereto for the City Council's consideration.

6.2 Equal Opportunity

The current policy ensures equal opportunity employment by protecting members of protected classes who are employed or seeking employment with the City. Characteristics of protected classes such as age, race, religion, national origin, and sex are expressly stated. The policy is proposed to be amended by adding "or any other characteristic protected by law" in order to protect the City if new laws are enacted before the City can apply them to its policy manual.

6.3 Nepotism

The City's current personnel policy states that relatives to any full-time City employee may not be employed in the same department. Relatives who are not full-time employees of the City may be employed in the same department, but neither relative may be a full-time employee. The proposed change would allow a part-time or seasonal employee to be employed in the same department as a full-time employee who is a relative.

In order to prevent nepotism from occurring, the following text is also proposed to be added to Section 6.3:

"Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity."

This policy has recently been under review due to a situation involving a father and son who have worked together in the Public Works Department as seasonal employees for approximately six years. The City's policy *does* allow relatives to work together as part-time or seasonal employees in the same department, but neither relative may be a full-time employee.

A full-time position has recently opened in the Department, and one of these seasonal employees has been recommended as the most qualified for the newly opened full-time position. If promoted to the full-time position, this employee would not be involved in supervising the relative or any other employee. The duties of the full-time position and seasonal position are very similar. There would be no substantive changes in the working relationship between the two relatives, and there have been no issues or concerns with the working relationship between the two over the past six years. If this employee is promoted to the full-

time position, the City would gain a full-time employee who is very experienced with the City's operations and is a known quantity who has already proven his value.

The policy amendment stating no employee may be involved in the "supervision, hiring, termination . . .", etc. of an employee who is a relative, will help ensure that nepotism does not occur at any level.

16.4 Ethical Conduct

Added text stating that "Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities is set forth in the City's Anti-Fraud and Corruption Policy."

16.5 Harassment – 2(C) Employee Responsibilities

The current policy states that an employee should report incidents of harassment to the employee's department head or to the City Administrator. The proposed amendment would further clarify that the employee should report directly to the Mayor any incidents of harassment involving the City Administrator. Likewise, the employee should report to the City Administrator any incidents of harassment involving the Mayor or a member of the City Council.

A number of minor technical corrections and updates have also been made throughout the policy such as updating references to section numbers of the Municipal Code that were renumbered as part of the 2009 recodification.

No other amendments are proposed at this time.

Attachments:

- Ordinance to adopt proposed changes to the personnel manual
- Redlined Personnel Policy and Procedures Manual

AN ORDINANCE ADDING SECTION 130.095 TO THE CODE OF ORDINANCES REGARDING CAMPAIGN FINANCE REPORTS AND MAKING OTHER RELATED CHANGES TO THE CODE OF ORDINANCES.

WHEREAS, candidates for local elective office are subject to state law (Chapter 130 RSMo) requirements for submittal of campaign finance reports, either by electronic means to the Missouri Ethics Commission or in paper format to the St. Louis County Board of Elections; and

WHEREAS, such reports are available for public inspection; and

WHEREAS, the City Council has determined that it would be beneficial and more convenient to the public if such paper reports were available for inspection at the City Clerk's office in addition to the offices of the St. Louis County Board of Elections; and

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

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

SECTION 1. The title of Section 130.090 of the Code of Ordinances is hereby changed from "Disclosure Reports" to "Personal Financial Disclosure Reports."

SECTION 2. A new Section 130.095 entitled "Campaign Finance Reports" is hereby added to the Code of Ordinances, to read as follows:

Section 130.095. Campaign Finance Reports.

Candidates for election to the office of Mayor or City Council Member for the City of Creve Coeur are encouraged to make their campaign finance reports required by Chapter 130 RSMo. accessible to the public by means of the internet by submitting such reports in electronic form to the Missouri Ethics Commission. Candidates shall inform the City Clerk that they have elected to submit such reports in electronic form by providing a copy of their electronic filing agreement and the identification number assigned to them or their committee by the Missouri Ethics Commission. Candidates that do not make such reports accessible to the public in that manner shall submit a copy of each campaign finance report they file in paper form with the City Clerk in addition to the required submittal to state and/or local election authorities. Such copy shall be submitted to the City Clerk by the next business day (Monday-Friday) after the original report is filed with the state or local election authority. The City Clerk shall endeavor to provide a courtesy copy of this ordinance to persons who submit candidate petitions, but provision of such courtesy copy is not a condition for compliance with this ordinance. Failure by a candidate to comply with this ordinance shall not affect eligibility for candidacy or elective office. A candidate shall not be subject to prosecution for violation of this ordinance unless they fail to submit a copy of a report within five calendar days of receipt of a certified letter from the City Clerk requesting the copy of the report. The penalty for violation of this ordinance shall be a fine in an amount not to exceed \$25 for each report that is not submitted on a timely basis.

BILL No. 5369

ORDINANCE No. _____

SECTION 3. This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2012.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 1,700 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT
LOCATED AT 623 N. NEW BALLAS ROAD**

WHEREAS, under Section 405.370(C), all eating and drinking places in the “CB”, Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Ted Thomas, of Design Worx, on behalf of Brian Gambino, of Deli Fresh Centsable Subs, for a conditional use permit for a 1,700 square-foot eating and drinking establishment, at 623 N. New Ballas Road; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, May 21, 2012, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on May 21, 2012; and

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

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

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

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a restaurant located at 623 N. New Ballas Road, in the “CB” Core Business zoning district, within the “Ballas Building” whose legal description is as follows:

Part of lots 5 and 6 of Studt's Home Place, a subdivision in St. Louis County, Missouri, as per plot thereof recorded in Plat Book 7 Page 38 of the St Louis County Records, and described as follows:

Beginning at a point in the West line of New Ballas Road, 60 feet wide, as established by Order of the County Court of St. Louis County, Missouri, recorded in Book 1150, Page 56 of the St Louis County Records, that is North 1 degree 26 minutes West, 100 feet from the North line of a 20 foot wide private road on the South of said Lots 5 and 6; thence North 89 degrees 54 minutes West, 243 feet, more or less, to a point in the West line of a tract conveyed by Deed recorded in Book 2499 Page 344 of the St Louis County Records; thence along said West line, North 9 degrees 43 minutes West, 152 feet to a point; thence South 89 degrees 54 minutes East, 265 feet, more or less, to a point in the said West line of New Ballas Road; and thence along said West line, South 1 degree 26 minutes East, 150 feet to the point of beginning. EXCEPTING THEREFROM that part dedicated to the City of Creve Coeur for road purposes in Book 10463, Page 1798.

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

1. The conditional use permit shall be for the operation of 1,700 square-foot eating and drinking establishment at 623 N. New Ballas Road.
2. Maximum seating permitted is limited to 44 seats indoors.
3. Hours of operation shall be 10:00am to 9:00pm Monday through Saturday, and 11:00am to 7:00pm Sunday. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the building or as far from the public right-of-way as possible.
5. The applicant shall submit and have approval for a site improvement permit to replace all landscaping in substantial compliance with the approved Landscape Plan dated June 16, 1969, prior to the issuance of an occupancy permit.
6. The site shall be maintained in accordance with the existing landscape plan, except as specifically approved by the Director of Community Development.
7. Approval of the modifications to the landscape plan shall be based on the conformance with the goals and objectives of the Comprehensive Plan and Design Guidelines.
8. An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on the landscape plan.
9. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
11. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
12. Any mechanical equipment installed for the site shall be properly screened with approved materials.
13. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#12-012 FOR A NEW CONDITIONAL USE PERMIT FOR DELI FRESH
CENTSABLE SUBS D/B/A/ GOODCENTS LOCATED AT
623 N. NEW BALLAS ROAD**

FOR THE MEETING OF: May 21, 2012

LOCATION: 623 N. New Ballas Road

REQUEST:

Ted Thomas, of Design Worx, on behalf of Brian Gambino, of Deli Fresh Centsable Subs, has submitted a request for a conditional use permit for a 1,700 square-foot eating and drinking establishment, at 623 N. New Ballas Road. Maximum seating will be 44 interior seats. The property is currently zoned "CB" Core Business District. The applicant is not proposing any changes to the exterior of the building or site.

ADDITIONAL INFORMATION:

All eating and drinking places are permitted with conditions in the "CB" Core Business District [Section 405.370(C)(1)(g)]. Section 405.470, Conditional Uses, limits restaurants in the "CB" District that are located within retail or office buildings, to no more than 25% of the building square footage.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan?

Comp. Plan References

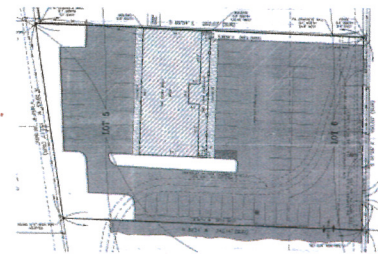
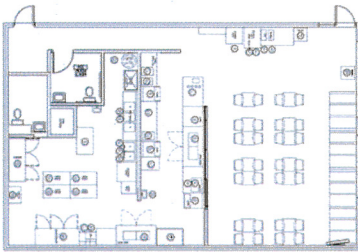
- Health and Connectivity Goals
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

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

APPLICANTS: Brian Gambino
Deli Fresh Centsable Subs
1021 Lafayette Place
Lake St. Louis, MO 63367

REPRESENTATIVE: Ted Thomas, Architect
Design Worx
7909 Big Bend Road
St. Louis, MO 63119



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

5/17/2012
Date

ATTACHMENTS: Applicant's Materials received March 29, 2012
Draft Ordinance
Approved Landscape Plan dated June 16, 1969

BACKGROUND AND ZONING HISTORY

The property is located at 623 N. New Ballas Road within the Ballas Building between Studt and Old Ballas Roads, and is currently zoned “CB” Core Business District. The new 1,700 square foot restaurant will be the only restaurant in the 8,914 square-foot building. The proposed maximum interior seating is 44. The other uses include a mix of offices, a Pilates studio, and a hair salon, (see parking discussion for full list). The applicant is not proposing any changes to the exterior of the building or site.

The building, originally developed in 1968 as an office building, has legally pre-existing site related non-conformities. A landscape plan for the site was approved in 1969.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Mercy Medical Clinic	“CB” Core Business	N/A
South	The Hive Restaurant	“CB” Core Business	NA
East	King’s Landing Development	“CB” Core Business	N. New Ballas
West	Plaza Motors Used Car Lot	“CB” Core Business	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses including retail, residential, government, and park uses. The proposed use will fill a vacant space in a building that was originally developed for, and still contains, a variety of uses. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing space within the Ballas Building that has a mix of office and retail. The proposal meets all the zoning requirements, however, the following items warrant specific discussion.

Use Intensity:

Section 405.470.14.b. limits restaurants to no more than 25% of the building square footage in the Core Business, Planned Office, Planned Community, and Light Industrial zoning districts. The proposed 1,700 square-foot sandwich shop will be the only restaurant within the building which will consist of 19% of total building square footage, well within the allowable requirement.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area. Based on the submitted floor plan, the required parking for the proposed use is a total of 22 parking spaces.

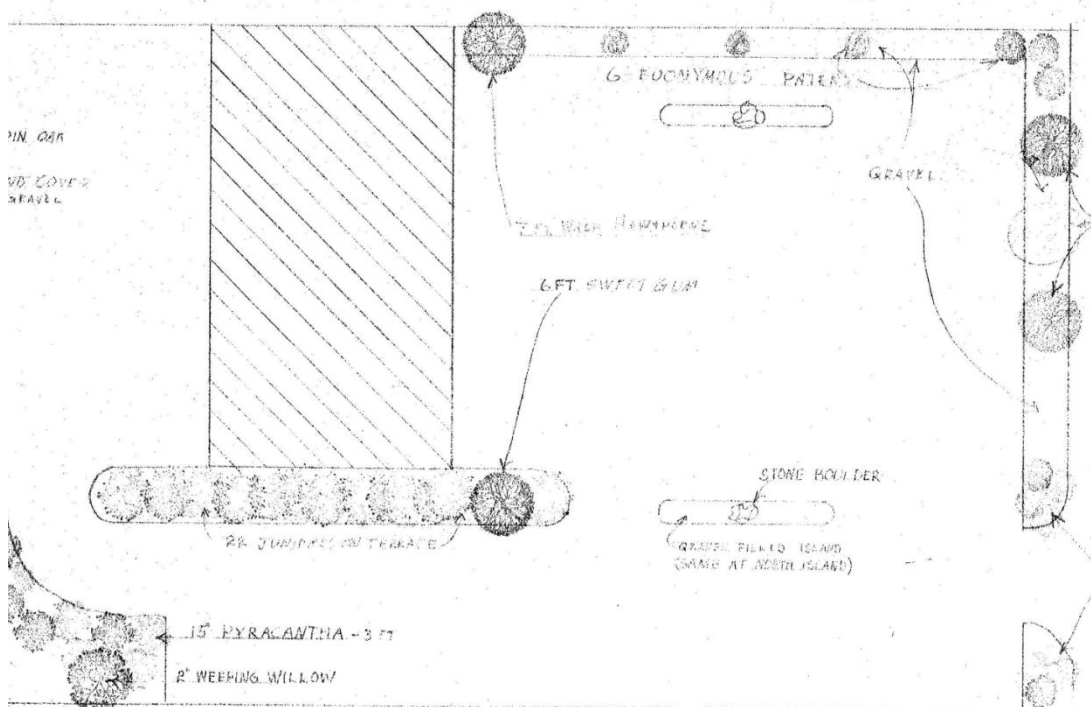
The applicant has submitted the following rent roll for the building:

	<u>Parking Required</u>
Salon Studio, 2592 sq. ft.	1 space/ 100 sq. ft.=26
Yelena's Fashion Fit, 538 sq. ft.	1 space /300 sq. ft.=2
Body Mind and Soul Pilates, 1504 sq. ft.	1 space/200 sq.ft.=8
Office uses are below:	4 spaces/1,000 sq. ft. leasable floor area
Dr. Harvey Liebhaber, 336 sq. ft.	
JMH Investments, 336 sq. ft.	
Elegant Celebrations, 390 sq. ft.	
Bea Amato, 380 sq. ft.	
M. Haley Design, 295 sq. ft.	
Fox Locket Jewelry, 295 sq. ft.	
Total Office Floor Area: 2,032 sq. ft.	

Section 405.820(A)(1) allows for office development (including general offices, banks and savings and loans and together finance-related services and medical and dental offices) to calculate parking as 85% of the gross leasable floor area. Parking requirements for office uses is 4 stalls per 1,000 sq. ft. of gross leasable floor area for buildings less than 15,000 sq. ft. Thus the required total parking for the office uses is 7 spaces $[(2,032 \times 0.85)/100 \times 4 = 6.92 \text{ or } 7 \text{ spaces}]$. The total parking required for all uses including the proposed restaurant is 65 spaces. The site has a total of 69 parking spaces available.

Code Compliance Issues:

A landscape plan was approved in 1969 that includes landscaping along Ballas Road, two landscaped islands in the parking lot, and landscaping along the south building façade that largely no longer exists. Below is a detail of the prior approved plan.



Staff recommends that a condition of approval include replacing the landscaping in substantial compliance with the approved landscape plan prior to the issuance of an occupancy permit.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The conditional use permit shall be for the operation of 1,700 square-foot eating and drinking establishment at 623 N. New Ballas Road.
2. Maximum seating permitted is limited to 44 seats indoors.
3. Hours of operation shall be 10:00am to 9:00pm Monday through Saturday, and 11:00am to 7:00pm Sunday. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the building or as far from the public right-of-way as possible.
5. The applicant shall replace all landscaping in substantial compliance with the approved Landscape Plan dated June 16, 1969, prior to the issuance of an occupancy permit.
6. The site shall be maintained in accordance with the existing landscape plan, except as specifically approved by the Director of Community Development.
7. Approval of the modifications to the landscape plan shall be based on the conformance with the goals and objectives of the Comprehensive Plan and Design Guidelines.
8. An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on the landscape plan.
9. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

ACTION

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

MOTION

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

"I move to recommend approval of Application #12-012 for a Conditional Use Permit for a eating and drinking establishment located at 623 N. New Ballas Road, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of May 21, 2012" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

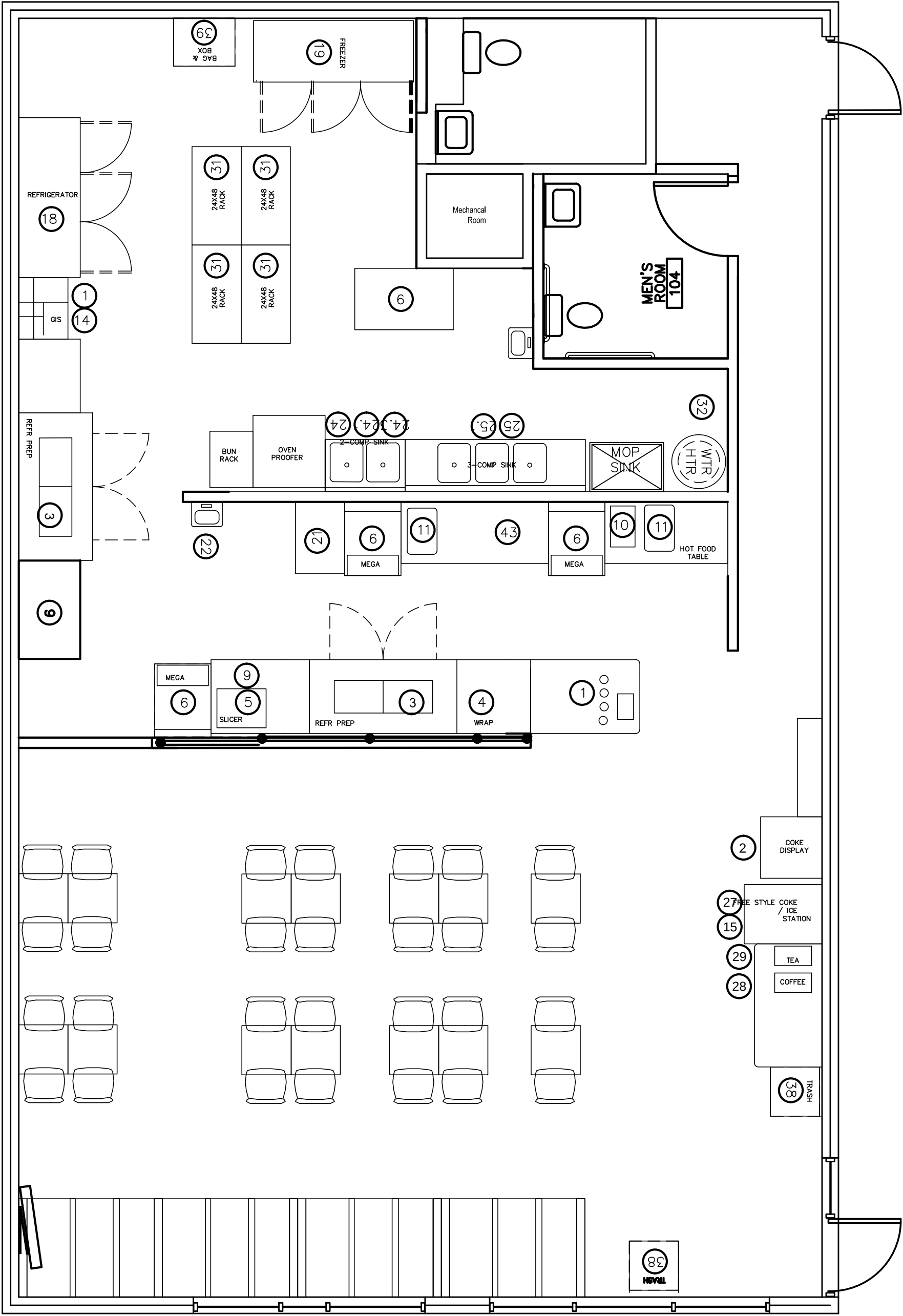
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 06/14/2012
	Description: View of 623 N. New Ballas looking northwest from Ballas Road. Note the absence of the parking lot landscape islands.
	Description: View of the tenant space for the proposed sandwich shop looking northwest from the parking lot. Notice the lack of landscaping within the greenspace next to the building.
	Description: View looking east from the tenant space towards Kings Landing Development. Notice the lack of landscaping in the greenspace along N. New Ballas Road, and the lack of the landscaped island in the parking lot.

KITCHEN EQUIPMENT SCHEDULE				
EQUIP NO.	DESCRIPTION	MANUFACTURER	MODEL NO.	REMARKS
1	CASH REGISTER	SHARP	UP-700	ISOLATED, DEDICATED
2	COKE / SALAD DISPLAY	BEVAIR	BZ-13	
3	PORTABLE REFRIGERATED PREP TABLE	TRUE FOOD SERVICE EQUIPMENT INC	TSSL472-30M-B-ST	-
4	36" X 36" WORK TABLE	SSP	WTJ3636-STG	HEAVY GA. (2) UNDER SHELVES
5	SLICER	HOBART FOOD EQUIP.	2612	-
6	BIG TOP SANDWICH REFRIDGERATED TABLE	VICTORY	VUR-3-BT	-
7	30" X 36" WORK TABLE	SSP	WTJ3036-STG	HEAVY GA. (2) UNDER SHELVES
8	MICROWAVE OVEN	PANASONIC	RCS10MPA	-
9	30" X 48" WORK TABLE	SSP	WTJ3048-STG	HEAVY GA. (2) UNDER SHELVES
10	FOOD STEAMER	ROUNDUP VARIETY STEAMER	V5-350	WATERLINE AND BACKFLOW TWISTLOCK
11	FOOD WARMER	VOLLRATH	38116	-
12	36" X 48" WORK TABLE	SSP	WTJ3648-STG	HEAVY GA. (2) UNDER SHELVES
13	BREAD PROOFER	MOFFAT	EB5-12HLD	WATER LINE (BACK STOP W/ 1/2" BARB. FITTING)
14	PORTABLE G.I.S. INFO STATION	INFOSOFT	-	ISOLATED, DEDICATED
15	ICE MACHINE / BIN	MANITOWAC	QY0454A/S400	-
16	BAKING OVEN	MOFFAT	E-35	4 WIRES (STRAIGHT BLADE), ELECTRICIAN TO INSTALL PWR. CORD
17	BUN RACK	METRO	RE3	-
18	REACH-IN REFRIGERATOR	TRUE FOOD SERVICE EQUIPMENT INC	T-72	-
19	REACH-IN FREEZER	TRUE FOOD SERVICE EQUIPMENT INC	T-72F	STRAIGHT BLADE
20	WORK TABLE			
21	COOLER	TRUE FOOD SERVICE EQUIPMENT INC	T-19G	-
22	HAND SINK	SSP	EHS-14	REFER TO PLUMBING FIXTURE SCHEDULE
23	CERAMIC HOTPLATE	WELLS	HG-125	-
24	2 COMPARTMENT SINK	SSP	2C1620-0	GARBAGE DISPOSAL
24.1	FLEX HOSE	T&S BRASS AND BRONZE WORK	B-0133-8	-
24.3	GARBAGE DISPOSAL	EMERSON IN-SINK ERATOR	LC-50	-
25	3 COMPARTMENT SINK	SSP	3C1620-2-18	-
25.1	FAUCET	T&S BRASS AND BRONZE WORK	B-0230-LN	-
26	MENU BOARD (42" HIGH)	-	-	-
27	SODA DISPENSER	-	-	-
28	COFFEE MAKER	-	-	-
29	TEA DISPENSER	CORNELIUS	3	-
30	MOP SINK 24" x 36"	-	-	REFER TO PLUMBING FIXTURE SCHEDULE
31	STORAGE RACKS 24" X 48"	ADVANCED TABCO	-	-
32	WATER HEATER	-	50 GAL	REFER TO PLUMBING FIXTURE SCHEDULE
33	PHONE AND FAX STATION	-	-	PLASTIC LAMINATE SHELF 16" X 20"
34	BEVERAGE STATION CABINETRY	-	-	-
35	FRONT LINE CABINETRY	-	-	-
37	CHIP RACK	-	-	-
38	TRASH BIN	OLYMPIC CABINETS	-	-
39	BAG & BOX	-	-	-
40	24" X 36" WORK TABLE	SSP	WTJ2436-STG	-
41	24" X 24" WORK TABLE	-	-	-
42	30" X 60" WORK TABLE	-	-	-
43	TOASTER OVEN	TURBO CHEP	HIGH B BATCH 2	-
44	TEA TOWER	-	-	-
45	COCA-COLA FREE-STYLE CREW SERVE DISPENSER	-	-	-
46	COCA-COLA FREE-STYLE SELF SERVE DISPENSER	-	-	-
47	KDS PANEL	-	-	-
48	HEADSETS	-	-	-
T1	24" X 30" DINING TABLE	-	-	-
T2	36" ROUND DINING TABLE	-	-	-
T3	DINING CHAIRS	-	-	-
T4	30 X 48 DINING TABLE	-	-	-



FLOOR PLAN

SCALE: 1/4"= 1'-0"

PARKING
TOTAL SEATS FOR MR. GOODCENTS: 44
TOTAL EMPLOYEES - MAX PER SHIFT: 4

GOODCENTS
deli fresh subs

drawing
issue dates:
PRELIM DATE:
REVISION:
FINAL DWGS:

Information
03-08-2012

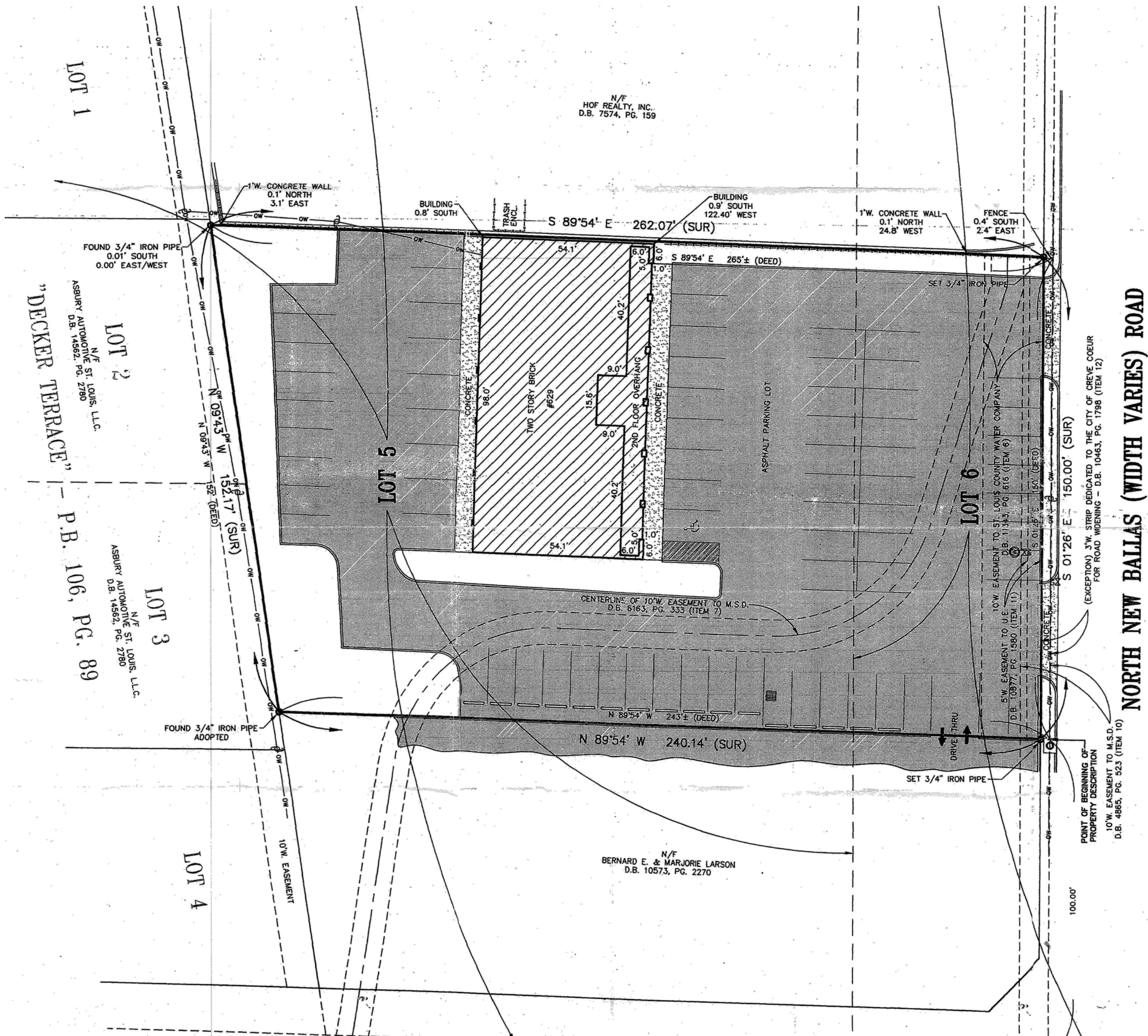
project:
drawn:
file:

12-007

SHEET NUMBER

A-101

GOODCENTS
deli fresh subs



SITE PLAN

SCALE: N.T.S.

PARKING
TOTAL PARKING AVAILABLE: 69 SPACES
TOTAL BUILDING LEASE AREA: 8,914 S.F.
TOTAL AREA FOR MR. GOODCENTS: 1,700 S.F.
TOTAL SEATS FOR MR. GOODCENTS: 44
PARKING USED BY OTHER TENANTS: 16
PARKING AVAILABLE TO MR GOODCENTS: 53

drawing
issue dates:
PRELIM DATE:
REVISION:
FINAL DWGS:

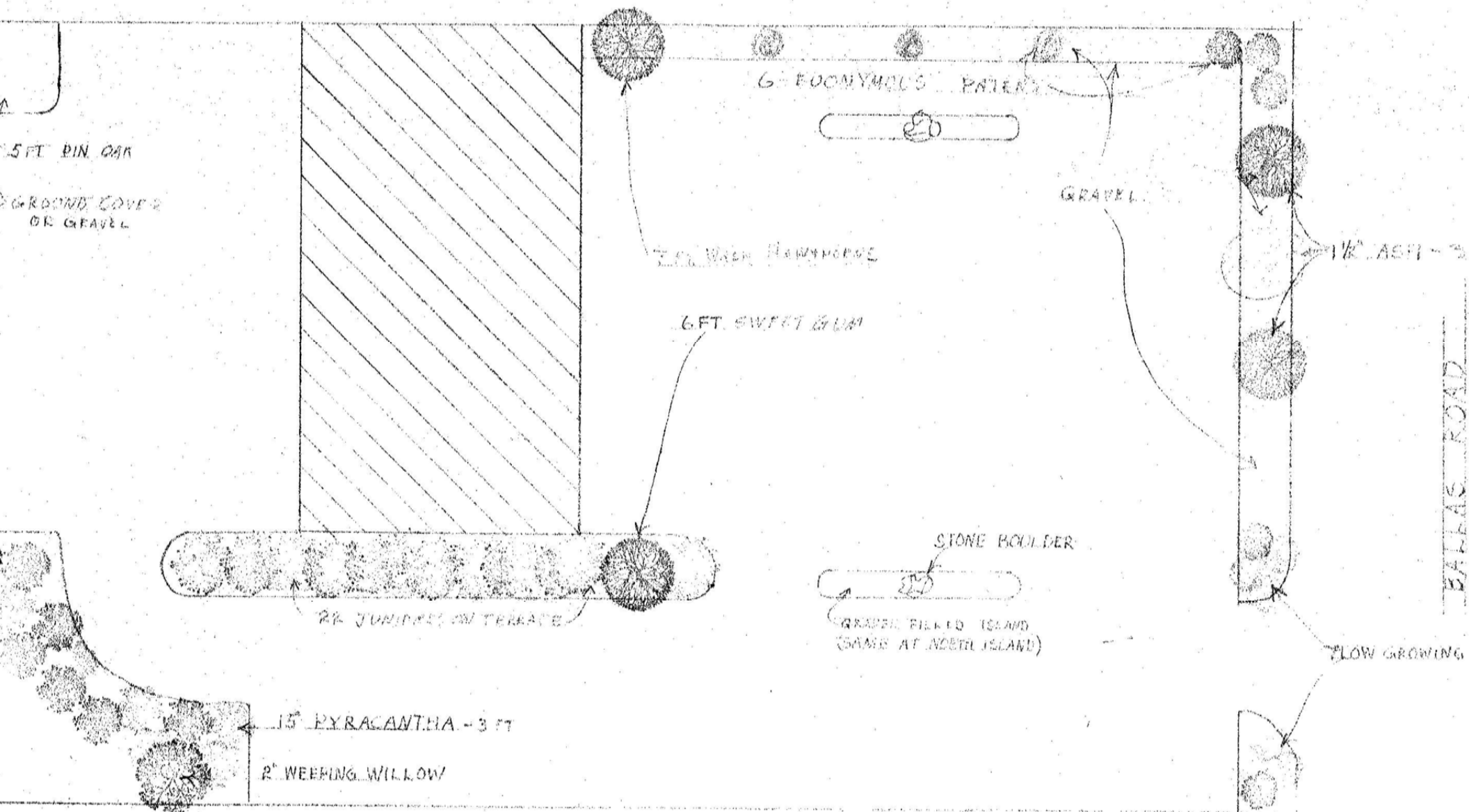
project:
drawn:
file:

Information
03-08-2012

12-007

SHEET NUMBER

SITE



Public Hearing Transcript.05-21-2012.txt
PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, MAY 21, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt

Mr. James Faron

Ms. Cynthia Kramer

Mr. Jim Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

4772 Gatesbury Drive

St. Louis, MO 63128

(314)487-2259

CHAIRMAN MADDEN: I'd like to call to order the
Planning Zoning Commission meeting for the City of Creve
Coeur, Missouri for Monday, May 21st, 2012.

We'll start with roll call.

I don't see Dr. Barton.

Mr. Gary Eberhardt?

Page 1

7 MR. EBERHARDT: Present.
8 CHAIRMAN MADDEN: Mr. James Faron?
9 MR. FARON: Present.
10 CHAIRMAN MADDEN: Mr. Ken Howard, I think we got
11 notice he will not be here.
12 Ms. Cynthia Kramer's not here.
13 Mr. Jim Schnarr?
14 MR. SCHNARR: Present.
15 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
16 Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Mr. Paul Langdon, our Director
19 of Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
22 Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And we're welcoming back
25 Ms. Julie Lowery, our Recording Secretary, who just had a

1 baby girl.

2

2 MS. LOWERY: Present.
3 (Cynthia Kramer is now present.)
4 (Michael Barton is now present.)

1 CHAIRMAN MADDEN: Okay. That'll move us to C³²
2 under New Business, Public Hearing, Application
3 No. 12-012, for a new conditional use permit for Deli
4 Fresh Centsable Subs doing business as Goodcents located
5 at 623 North New Ballas Road.

6 Would the Applicant please come forward, state
7 your name and address.

8 Oh, wait I'm sorry, you need to be sworn in, and
9 anybody else that might be commenting on this.

10 (Speaker was sworn in by the court reporter.)

11 MR. THOMAS: My name is Ted Thomas. I'm an
12 architect with Design Worx, 7909 Big Bend, St. Louis,
13 Missouri 63119.

14 I'm here tonight to represent Goodcents going
15 into 623 North New Ballas Road.

16 As you probably have seen in the staff report,
17 we're a interior tenant taking approximately 1600 square
18 feet of the first floor south end of the -- the building
19 for the use of a -- as a sub shop.

20 We have some information that we'll be
21 distributing about that particular concept in a moment.

22 Basically, it's a -- it's a pretty straight --
23 straightforward situation. Pretty much an eating
24 establishment, as you've -- you've all had the good luck
25 to be discussing this evening; minimal amount of seats;

1 fair amount of business as being carryout.

33

2 Staff has confirmed that there is adequate
3 parking, I believe that's the case.

4 And that's -- that's the beginning and the end
5 of it.

6 CHAIRMAN MADDEN: Any questions?

7 Is this the Goodcents that used to be right --
8 okay.

9 MR. THOMAS: Fountain Plaza, I believe.

10 MR. SCHNARR: Yeah. One of the originals.

11 MR. THOMAS: Yes.

12 CHAIRMAN MADDEN: Ms. Kelly.

13 MR. FARON: I have a quick question.

14 CHAIRMAN MADDEN: I'm sorry.

15 MR. FARON: That's -- the landscaping that
16 you're being asked that you're going to match the
17 requirement from the '69 plan or are --

18 MR. THOMAS: Well, that -- we're going to go
19 ahead with that and have -- take the next week to have
20 discussions with staff.

21 The landlord was not able to be in attendance
22 this evening, so we don't have that fully worked out, and
23 we hope to work that out with staff before the Council
24 meeting.

25 MR. FARON: Thank you.

1 MS. KELLY: Good evening, Whitney Kelly, City³⁴
2 Planner, on behalf of the City of Creve Coeur.

3 As the applicant has indicated, this is a 1700
4 square foot restaurant in an approximately 8,914 square
5 foot building. The proposed maximum interior seating is
6 44. They're taking up what is 19 percent of the total
7 building square footage. And we have provided a
8 calculation of the parking in your staff report that
9 indicates that with all of the uses and the new restaurant
10 facility there require 65 parking spaces, and there are 69
11 available on site.

12 The conditions of the permits do include that
13 they will provide landscaping to be consistent with the
14 prior approved 1969 landscape plan.

15 We have discussed with the Applicant that it
16 does say that the landscaping would have to be in place

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17 prior to the issuance of an occupancy permit, but we are
18 willing to compromise that it would be for -- that they
19 submit for site improvement plan.

20 At the time they don't have to be in place with
21 the occupancy, but we would like to seek substantial
22 compliance with the landscaping.

23 If you have any other questions.

24 CHAIRMAN MADDEN: Any questions for Ms. Kelly?
25 Okay. Is there anybody in the audience?

1 Okay. Seeing none, we will -- 35

2 MR. LUMLEY: Mr. Chairman, I offer the following
3 exhibits into the record of this public hearing:
4 Documentation in possession of the City Clerk reflecting
5 notice provided to the public concerning the hearing;
6 staff's report regarding the application; City's Code of
7 Ordinances and Charter; City's Comprehensive Plan and the
8 public file regarding this application.

9 CHAIRMAN MADDEN: That'll close the public
10 hearing.

11 (This ends the public hearing.)
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1 STATE OF MISSOURI)
2 COUNTY OF ST. LOUIS) SS

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

11

12

13 _____, RPR, MO-CCR, IL-CSR, KS-CCR

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

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city
of

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May 24, 2012

Mr. Brian Gambino
Deli Fresh Centsable Subs
1021 Lafayette Place
Lake St. Louis, MO 63367

Re: Application #12-012: Request for a new conditional use permit for Deli Fresh Centsable Subs
Goodcents – 623 N New Ballas Road

Mr. Gambino:

The Planning and Zoning Commission, at its meeting of May 21, 2012, reviewed your request for a new conditional use permit for Deli Fresh Centsable Subs D/B/A Goodcents located at 623 N New Ballas Road.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Deli Fresh Centsable Subs (Goodcents), subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Tuesday, May 29th, 2012. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

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



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 21, 2012
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 21, 2012, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. James Faron
 Ms. Cynthia Kramer
 Mr. Jim Schnarr

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

2. ADDITIONS TO – ACCEPTANCE OF THE AGENDA

The Agenda was accepted as written.

3. NEW BUSINESS

A. PUBLIC HEARING

Application #12-012: New conditional use permit for Deli Fresh Centsable Subs D/B/A Goodcents located at 623 N. New Ballas Road.

Applicant/Agent: Brian Gambino
 Deli Fresh Centsable Subs
 1021 Lafayette Place
 Lake St. Louis, MO 63367

Applicant's Rep: Ted Thomas, Architect
 Design Worx
 7909 Big Bend Road
 St. Louis, MO 63119

Mr. Ted Thomas, Architect representing Goodcents, is requesting a conditional use permit for Goodcents, an eating and drinking establishment, at 623 N. New Ballas Road. The applicant is not proposing any changes to the exterior of the building or site.

Mr. Faron asked if the landscaping plan from 1969 was going to be matched. Mr. Thomas replied they were hoping to get the landlord to meet with Staff, it is not fully worked out, but they have intentions to have it completed before the Council meeting.

Ms. Kelly gave a brief presentation on the application, stating the application is for a 1,700 square-foot space, with 44 interior seats, taking up 19% of the total building square-footage, and they are required 65 parking spaces and there are 69 available on site. Staff is seeking compliance with the landscaping plan, and discussed with the applicant landscape needs to be completed prior to issuing occupancy permit, but are willing to compromise that applicant submits for site improvement plans.

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

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

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of Application #12-012 for a Conditional Use Permit for a eating and drinking establishment located at 623 N. New Ballas Road, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of May 21, 2012. Ms. Kramer seconded the motion with the resultant vote as follows:

Dr. Barton – aye
Mr. Schnarr – aye

Mr. Faron – aye
Chair - aye

Ms. Kramer – aye

4. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:48 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

AN ORDINANCE AMENDING CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ELIMINATING THE LIMIT OF EATING AND DRINKING ESTABLISHMENTS TO TWENTY-FIVE PERCENT (25%) OF BUILDING SQUARE FOOTAGE IN "MX" MIXED USE ZONING DISTRICT

WHEREAS, All eating and drinking establishments in the MX District are permitted with conditions per Section 405.340(C); and,

WHEREAS, Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(2)(b)(3) to eliminate the current limit on eating places to no more than 25% of the approved building square footage, and to permit eating places without such limit through the conditional use permit process; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an amendment to the provisions of the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, May 21, 2012, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-1 recommended approval of the subject amendments at its meeting on Monday, May 21, 2012; and,

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard 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 City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and,

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.340 (C)(1) shall be to amended to eliminate confusion resulting from inconsistent and outdated classification of parcels, including erroneous codification of prior changes regarding eating and drinking establishments, as follows:

Section 405.340 'MX' Mixed Use District

C. Conditional Uses. The City Council may authorize any of the following uses through the issuance of a conditional use permit as provided in Section 405.1070,

based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such restrictions and conditions as are deemed necessary or appropriate.:

~~1. On Class 1 properties (parcels between one (1.00) and two and ninety-nine hundredths (2.99) acres):~~

- ~~1. a. Public utility substations, distribution facilities and distribution cabinets.~~
- ~~2. b. Roof-mounted communication equipment.~~
- ~~3. Eating places (all uses within SIC code 5812 except as limited below) including:~~
 - ~~(a) Eating and drinking establishment(s) shall be located on sites of not less than two (2.0) acres;~~
 - ~~(b) Eating and drinking establishment(s) shall be located on the ground floor of the structure;~~
 - ~~(c) A single eating and drinking establishment shall not exceed three thousand five hundred (3,500) square feet in size;~~
 - ~~(d) Each eating and drinking establishment shall have a minimum of sixteen (16) seats for dining; and~~
 - ~~(e) Eating and drinking establishment(s) shall not provide drive-thru or drive-up services to patrons. "Drive-thru" and "drive-up" shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.~~
- ~~4. c. Funeral services (all uses within SIC Code 726 except crematories).~~
- ~~5. d. Communication towers.~~

SECTION 2: Section 405.340 (C)(2) shall be deleted as follows:

Section 405.340 'MX' Mixed Use District

C. Conditional Uses. The City Council may authorize any of the following uses through the issuance of a conditional use permit as provided in Section 405.1070, based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such restrictions and conditions as are deemed necessary or appropriate.

~~2. On Class 2 properties (parcels between three (3.00) and three and ninety-nine hundredths (3.99) acres) and on Class 3 properties (parcels larger than four (4.00) acres):~~

- ~~a. All conditional uses permitted on Class 1 sites.~~
- ~~b. Eating places (all uses within SIC code 5812 except as limited below) including:~~
 - ~~(1) Eating and drinking establishment(s) shall be located on sites of not less than two (2.0) acres;~~
 - ~~(2) Eating and drinking establishment(s) shall be located on the ground floor of the structure;~~
 - ~~(3) A single eating and drinking establishment shall not occupy more than twenty-five percent (25%) of the approved building square footage for the building footprint and a single eating establishment shall not exceed three thousand five hundred (3,500) square feet in size;~~

- ~~(4) Each eating and drinking establishment shall have a minimum of sixteen (16) seats for dining; and~~
~~(5) Eating and drinking establishment(s) shall not provide drive thru or drive up services to patrons. "Drive thru" and "drive up" shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive up window and/or receive food service in their automobiles.~~

SECTION 3: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

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

ADOPTED THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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APPLICATION TO PLANNING AND ZONING COMMISSION

#12-011 TEXT AMENDMENT TO AMEND THE ZONING CODE TO ELIMINATE THE LIMITS OF EATING AND DRINKING PLACES TO NO MORE THAN 25% OF THE BUILDING SQUARE FOOTAGE IN THE "MX" MIXED USE DISTRICT

FOR THE MEETING OF: May 21, 2011

LOCATION: "MX" Mixed Use District

REQUEST:

Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(2)(b)(3) to eliminate the current limit on eating places to no more than 25% of the approved building square footage, and to permit eating places without such limit through the conditional use permit process.

ADDITIONAL INFORMATION:

Eating and drinking establishments are permitted with conditions in all commercial districts in the City. Section 405.470(14)(c.) requires that restaurants in the "MX" District cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.

Key Issues:

- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comp. Plan References

- West Olive Corridor

Zoning Code References

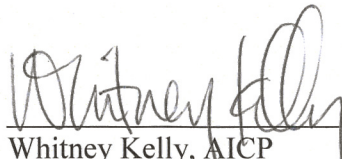
- Section 405.340: "MX" Mixed Use District
- Section 405.470 Conditional Uses

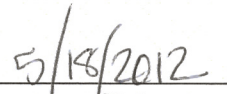
APPLICANT: Shoppes at Westgate, LLC
1133 Olivette Executive Parkway
St. Louis, MO 63132

APPLICANT'S
REPRESENTATIVE:

Stanley J. Wallach, Esq.
The Wallach Law Firm
Three City Place Drive,
Suite 1070
Saint Louis, MO 63141

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner


Date

ATTACHMENTS: Draft Ordinance
Applicant's application submitted March 28, 2012

INTRODUCTION

Currently the "MX" District is located on the southside of Olive Boulevard between Tempo Drive and Questover Lane and consists of the developments of the Shoppes at Westgate, Stipanovich-Ortmann Funeral Home, Genovese Diamonds building, and a bank. The Shoppes at Westgate is the only retail center in the district with restaurant uses. Below is an aerial photo of the district.



The owners of the Shoppes at Westgate have received interest from prospective tenants to fill the vacant space that include a sandwich shop and a donut bakery business. The available unit is 1,996 square feet. The center already has two restaurants (Imo's Pizza and Cold Stone Creamery). Another restaurant within the vacant tenant space would increase the total square footage of eating places to 6,449 square feet, or 35% of the building footprint, which is above the current limit of 25%. Therefore the applicant is requesting that such limit be removed and the analysis of the specific use in relation to site conditions be reviewed as part of the conditional use permit process (as is already the case).

The Shoppes at Westgate is a 18,452 square foot shopping center located at 12430 Olive Boulevard that received approval for rezoning of the property from "A" Single Family Residential to "MX" Mixed Use, and site development plan approval in 2003. The project is intended to be a neighborhood commercial and specialty shop development. At the time of the approval process, there were concerns that the development of too many restaurants within the retail mixed-use development would overwhelm the site with parking. The response was the establishment of the 25% limit, and that a single restaurant could not be more than 3,500 sq. ft. in the MX District.

Specifically, restaurants in the MX District are permitted with conditions per Section 405.340(C):

Section 405.340 'MX' Mixed Use District

- C. *Conditional Uses. The City Council may authorize any of the following uses through the issuance of a conditional use permit as provided in Section 405.1070, based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such restrictions and conditions as are deemed necessary or appropriate.*
2. *On Class 2 properties (parcels between three (3.00) and three and ninety-nine hundredths (3.99) acres) and on Class 3 properties (parcels larger than four (4.00) acres):*
 - a. *All conditional uses permitted on Class 1 sites.*
 - b. *Eating places (all uses within SIC code 5812 except as limited below) including:*
 - (1) *Eating and drinking establishment(s) shall be located on sites of not less than two (2.0) acres;*
 - (2) *Eating and drinking establishment(s) shall be located on the ground floor of the structure;*
 - (3) *Eating and drinking establishments shall not occupy more than twenty-five percent (25%) of the approved building square footage for the building footprint and a single eating establishment shall not exceed three thousand five hundred (3,500) square feet in size;*
 - (4) *Each eating and drinking establishment shall have a minimum of sixteen (16) seats for dining; and*
 - (5) *Eating and drinking establishment(s) shall not provide drive-thru or drive-up services to patrons. "Drive-thru" and "drive-up" shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.*

Further Section 405.470 Conditional Uses provides additional regulations for eating and drinking establishments for the "MX" District.

Section 405.470 Conditional Uses

14. *Eating and drinking establishments. Shall be located on sites of not less than two (2) acres with the following exceptions:*
 - c. *In the "MX" District restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.*

The requested change would be to Section 405.340(2)(b)(3) as follows:

- b. *Eating places (all uses within SIC code 5812 except as limited below) including:*
 - (3) *Eating and drinking establishments shall ~~not occupy more than twenty-five percent (25%) of the approved building square footage for the building~~*

~~footprint~~ only be allowed on sites that have adequate parking to support such establishments, and a single eating establishment shall not exceed three thousand five hundred (3,500) square feet in size;

All other requirements would remain in place including those for the conditional use permit.

DISCUSSION

Comprehensive Plan Review:

Currently, the “MX” District is located only in the West Olive Corridor Area of the Comprehensive Plan, where commercial development is intended to form a neighborhood business district with small retail/restaurants and specialty shops with second floor offices. The district, as it exists today, provides a mix of restaurants, retail, funeral home, offices, and banking facilities. The proposed text amendment would not likely alter this mix within the district to a significant degree. The character of the district lies in the quality of the site planning and architecture that is analyzed through the site development plan process.

Zoning Regulations:

The stated purpose of the "MX" District is:

“... to encourage the redevelopment of under-developed areas of the City which are designated as mixed use by one (1) of the City's land use plans. This redevelopment shall be accomplished through compliance with the provisions of this Section. The "MX" District is further intended to ensure high quality future development through the use of site development plan approval procedures which provide for specific consideration of access, parking, drainage, landscaping and design factors. Specifically, the district is intended to:

1. Relate the development of retail, office and multi-family residential uses servicing both a City-wide and subregional service area to an adopted development plan for the area including land use phasing and public improvement elements.
2. Encourage site consolidation and an orderly, phased pattern of development and redevelopment.
3. Induce and ensure high quality future development through the use of site development plan approval procedures which provide for the specific consideration of access, parking, drainage, landscaping and design factors.”

The intent of the district and character of the development is established through the quality of the site planning and quality of the architecture reviewed under the site development plan process. The coming and going of individual tenants within the development will not significantly affect those characteristics. For those uses that could create an impact, they are further reviewed through the conditional use permit process, which looks at specific uses in relation to the site. All restaurants in the City require a conditional use permit with Planning and Zoning Commission’s review and City Council approval, where site related issues, including parking, are examined. There is no reason to believe that the applicant’s property, or any future expansion of the MX district, would be out of character for the district as long as the purpose of the district are maintained in the design, rather than the designed being tailored to one use (restaurant).

CONCLUSION AND ACTION

The MX District has been set up to establish the neighborhood character through the site development plan review process, where all aspects of the development are examined to ensure that any development meets with the intent of the Comprehensive Plan, Design Guidelines, and the district regulations of Zoning Code, including site coverage and landscaping, are met. The quality of the site development plan and architecture establishes the character of the development. Which individual tenants within a building come and go would not likely alter this character. For those uses that are already known to have potential impact; the City reviews those on an individual basis through the conditional use permit process that specifically looks at the site characteristics, vis-à-vis the use. Thus, in Staff's opinion the limit of the 25% seems unnecessary, when all other site related conditions are examined under a separate process.

Similarly, as parking is examined as part of the conditional use permit process, the proposed wording is redundant; therefore, Staff recommends the following text amendment:

- b. *Eating places (all uses within SIC code 5812 except as limited below) including:*
 - (3) *A single eating and drinking establishments shall ~~not occupy more than twenty-five percent (25%) of the approved building square footage for the building footprint only be allowed on sites that have adequate parking to support such establishments, and a single eating establishment shall not exceed three thousand five hundred (3,500) square feet in size;~~*

MOTION

If the Planning Commission has chosen to accept the draft ordinance as written, the following would be a suitable motion for this application:

"I move to recommend approval of Application #12-011, as modified to include only a text amendment to eliminate the limit of eating and drinking places to 25% of the total building square-footage, as described in the staff report dated May 18, 2012."

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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



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MAR 28 2012

PLANNING DEPT.

PLANNING AND ZONING COMMISSION AGENDA APPLICATION TEXT AMENDMENT

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i> <u>Shoppes at Westgate, L.L.C</u> <i>Name</i> <u>Company (If Applicable)</u> <u>1133 Olivette Executive Parkway</u> <i>Address</i> <u>St. Louis, Missouri 63132</u> <i>Address</i> <u>Telephone #</u> <u>Fax #</u> <u>Email:</u>	<i>Applicant's Representative (if applicable):</i> <u>Stanley J. Wallach, Esq.</u> <i>Name</i> <u>The Wallach Law Firm</u> <i>Company (If Applicable)</i> <u>Three City Place Drive, Suite 1070</u> <i>Address</i> <u>St. Louis, Missouri, 63141</u> <i>Address</i> <u>Telephone # 314-997-4050</u> <u>Fax # 314-997-3805</u> <u>Email: swallach@wallachlawfirm.com</u>
---	---

Applicant's Status (Indicate one):

☐ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☒ Private Party (Financial, contractual, or proprietary interest)
☐ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, May 21, 2012.

Applicant's Signature

Date



Applicant's Representative's Signature

March 28, 2012

Date

Description of Request (attach additional sheets as needed): _____

See Attached

Affected Section(s) of the Zoning or Subdivision Code: _____

Zoning Code Section 405.340

Proposed Ordinance Language (attach additional sheets as needed): _____

See Attached

Office Use Only

____ Proposed Ordinance Language

Received By: _____

____ Fees Paid

____ Written Justification

Date: _____

Paul Langdon, AICP, Director of Community Development
Pat Rosenblatt, Secretary (872-2501)

Revised: 1/09

**Petition for Text Amendment
City of Creve Coeur
Zoning Code Section 405.340
Application of the Shoppes at Westgate, L.L.C.**

**RECEIVED
MAR 28 2012
PLANNING DEPT.**

Request

The applicant seeks to amend the MX Zoning Code provisions to eliminate the current limit on eating places to no more than twenty-five percent (25%) of the approved building square footage for the building footprint, and to permit eating places without such limit through the conditional use permit process.

Current Code Provisions

The Code currently permits eating places in the MX District as conditional uses so long as certain criteria are met, including the restriction that such establishments occupy no more than 25% of the square footage of the building footprint.

Reason for Request

The Shoppes at Westgate is a center located at 12430 Olive Boulevard. Current tenants include an Imo's pizza establishment occupying approximately 2,380 square feet, and a Cold Stone Creamery establishment occupying approximately 2,073 square feet. While neither of these establishments is of the nature of a traditional "sit down" restaurant, they each are considered eating places for purposes of the square footage calculation. The entire building footprint of the center is 18,452 square feet, so that eating places currently occupy 24% of the footprint.

There is a vacancy in the center. The owner has received interest from prospective tenants, including one that is interested in operating a sandwich shop in the space, and another that is interested in operating a donut bakery business. The available unit is 1,996 square feet. If either such use were considered an eating place and if added to the other two eating places, the total square footage of eating places in the center would be 6,449 square feet, or 35% of the building footprint, which is above the current limit of 25%.

In order to maximize the utility of properties in the MX District, and to provide the City more flexibility in considering proposed uses in the District, the Applicant seeks an amendment to the Code eliminating the 25% limit and permitting eating places through the conditional use permit process.

Proposed Ordinance Language

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The Applicant proposes that the City enact a text amendment, so that Section 405.340(C)(1) reads as follows (change in **bold**):

1. On **all properties within the “MX” District**:
 - a. Public utility substations, distribution facilities and distribution cabinets.
 - b. Roof-mounted communication equipment.
 - c. Funeral services (all uses within SIC Code 726 except crematories).
 - d. Communication towers.
 - e. Eating Places (all uses within SIC Code 5812 except as limited below) including:
 - (1) Eating and drinking establishment(s) shall be located on sites of not less than two (2.0) acres;
 - (2) Eating and drinking establishments shall be located on the ground floor of the structure;
 - (3) Eating and drinking establishments **shall only be allowed on sites that have adequate parking to support such establishments**, and a single eating establishment shall not exceed three thousand five hundred (3,500) square feet in size;
 - (4) Each eating and drinking establishment shall have a minimum of sixteen (16) seats for dining; and
 - (5) Eating and drinking establishment(s) shall not provide drive-thru or drive-up services to patrons. “*Drive-thru*” and “*drive-up*” shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.

Subsection (e) above is currently subsection (b) under Section 405.340(C)(2). If the text amendment is approved, the Applicant suggests that it would be appropriate to delete current Section 405.340(C)(2) in its entirety.

Public Hearing Transcript.05-21-2012.txt
PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, MAY 21, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt

Mr. James Faron

Ms. Cynthia Kramer

Mr. Jim Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

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CHAIRMAN MADDEN: I'd like to call to order the
Planning Zoning Commission meeting for the City of Creve
Coeur, Missouri for Monday, May 21st, 2012.

We'll start with roll call.

I don't see Dr. Barton.

Mr. Gary Eberhardt?

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7 MR. EBERHARDT: Present.
8 CHAIRMAN MADDEN: Mr. James Faron?
9 MR. FARON: Present.
10 CHAIRMAN MADDEN: Mr. Ken Howard, I think we got
11 notice he will not be here.
12 Ms. Cynthia Kramer's not here.
13 Mr. Jim Schnarr?
14 MR. SCHNARR: Present.
15 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
16 Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Mr. Paul Langdon, our Director
19 of Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
22 Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And we're welcoming back
25 Ms. Julie Lowery, our Recording Secretary, who just had a

2

1 baby girl.
2 MS. LOWERY: Present.
3 (Cynthia Kramer is now present.)
4 (Michael Barton is now present.)
5 CHAIRMAN MADDEN: We now have a public hearing,
6 Application No. 12-011, text amendment to eliminate the
7 limits of eating and drinking places to no more than
8 25 percent of the building square footage in the MX,
9 Mixed-Use District.
10 The Applicant like to come forward.
11 Please state your name and address.

12 MR. WALLACH: Thank you, Mr. Chairman.

13 I'm Stan Wallach.

14 CHAIRMAN MADDEN: Oh, wait. I'm sorry. I'm
15 sorry. We'll have to swear you in, and anybody else that
16 thinks they may be talking on this, please be sworn in at
17 the same time.

18 (Speakers were sworn by the court reporter.)

19 CHAIRMAN MADDEN: Will you state your name and
20 address again, please. Sorry.

21 MR. WALLACH: Good evening, I'm Stan Wallach of
22 The Wallach Law Firm, Three Cityplace Drive, Suite 1070,
23 Creve Coeur, Missouri.

24 I'm here on behalf of the Shoppes at Westgate,
25 LLC, which owns the retail strip center, which is the

1 Shoppes at Westgate, just west of 270 on Olive, just
2 across the street to the west from the TGI Friday's.

3 Currently there are two restaurants in that
4 facility. There is an Imo's, and there's also a Cold
5 Stone Creamery. There's a vacancy that's been vacant for
6 some time, and a number of perspective tenants have come
7 forward who were interested in the space, who would
8 probably be viewed as another eating or drinking
9 establishment under the terms of the Creve Coeur Code.

10 However, there's a cap in that MX District on
11 the percentage of square foot of the building footprint
12 that prohibits any such tenant from even going forward
13 with the process to deal with staff and try to get an
14 occupancy permit, and see if they would fit in the -- in
15 the center.

16 It's a 25 percent cap that probably made sense
17 whenever it was imposed, but is right now a burden on the
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18 ability to maximize the use of that center with the
19 interest in the marketplace coming forward wanting to get
20 either a donut shop or a sandwich shop, some type of
21 eating facility in there.

22 So we're asking that the Commission approve the
23 elimination of that cap, so that any use would come in to
24 the conditional use permit process, like it -- it
25 currently does, for any eating establishment, just without

1 the, you know, the burden of that cap, not even letting us⁴
2 get started on the -- on the dialogue.

3 So it's a pretty simple proposition. We just
4 would like that cap eliminated, and if we have a tenant
5 that's interested, we can come forward, deal with staff
6 and come in front of you for the conditional use permit
7 process.

8 CHAIRMAN MADDEN: Any questions?

9 MR. FARON: I had one question of staff.

10 CHAIRMAN MADDEN: Mr. Faron.

11 MR. FARON: Is this the only type of district
12 located in Creve -- I mean this is the only example of
13 this type of district we have in Creve Coeur at this time,
14 the MX, related to how it might affect other similar
15 districts if -- but I believe this is it.

16 MS. KELLY: Whitney Kelly, City Planner, on
17 behalf of the City of Creve Coeur.

18 The MX District does consist of just this one
19 block here. However, the 25 percent is a standard that is
20 also in the CB, Core Business District, Planned Office,
21 and I have forgotten the other one, but it did not -- but
22 it is not -- there is no 25 percent cap in the GC, General

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23 Commercial District.

24 MR. FARON: This will only affect the MX then
25 our decision?

1 MS. KELLY: This will only affect the MX 5
2 District.

3 MR. FARON: And this, again, the only location
4 that we have the MX in Creve Coeur --

5 MS. KELLY: Correct.

6 MR. FARON: -- I believe? Okay. Thank you.

7 CHAIRMAN MADDEN: Do you have more?

8 MS. KELLY: Yeah, just had a little more.

9 As I said, the -- currently this is the only MX
10 District in the City. It consists of the Shoppes at
11 Westgate, a funeral service home, the Genovese Jewelers
12 and a bank and another bank.

13 At the time when the Shoppes of Westgate was
14 being developed, there was a concern of parking
15 overwhelming the site. But in this instance the
16 development has already occurred, so the character of the
17 development as a small commercial neighborhood center has
18 already been established.

19 We do already have a process in place to examine
20 those uses that could further impact the site through the
21 conditional use process, such as restaurants that have a
22 different parking standard than general retail.

23 And it is during that process that we already
24 look at the availability of parking, as well as any other
25 conditions that could be affected by the site.

1 Therefore, we find that the condition -- that 6
2 the purpose of the MX District has already been

3 established through the site development plan process, and
4 through maintaining the standard of the architectural
5 quality and landscaping for the development.

6 There -- in further review of the ordinance that
7 was submitted, we have provided additional corrections.

8 There is the weird wording of two -- it's under
9 a Class II properties of parcels between 3 and 4 acres,
10 lists only eating places, but they are allowed on
11 properties of two or more acres, so we're proposing, in
12 the draft ordinance on the dais before you, just
13 eliminating those classifications of the parcels, and just
14 having it as one conditional use permit list. And that we
15 examined the parking and any of the other issues --
16 conditions that are required of the MX District at the
17 time of the conditional use process.

18 MR. SCHNARR: And in your original review did
19 you encounter any parking -- number of parking slot
20 problems? There's actually quite a lot of parking in
21 that.

22 MS. KELLY: The Applicant has indicated that
23 they feel there is adequate parking on site.

24 Because this is a text amendment to the entire
25 district, I haven't looked at any one parcel in

1 particular. But that would be something that we would do⁷
2 as part of the -- as an individual basis with any
3 applicant, so.

4 CHAIRMAN MADDEN: Mr. Faron.

5 MR. FARON: So staff feels that we've met the
6 spirit of the MX District design architecturally and
7 functionally, how it operates at this time?

8 MS. KELLY: Correct.

9 MR. FARON: But changing that say to a certain
10 square footage, is that our -- our kind of control valve
11 now is a certain size of the tenant or the square footage
12 requirement, and then the staff can look at parking issues
13 that could escalate later on, you have that --

14 MS. KELLY: Correct.

15 MR. FARON: -- possibility?

16 MS. KELLY: We had examined -- yeah, we would
17 just eliminate the 25 percent limit and base our analysis
18 at the time of each individual use based on the available
19 parking on site.

20 If there's not enough parking on site, that is
21 the largest issue or the most prominent issue that the
22 Commission would be able to turn down any applicant that
23 would come before you.

24 MR. FARON: So you have those controls --

25 MS. KELLY: Yeah, there are much more further

1 controls than just this text amendment.

2 MR. FARON: Thank you.

3 MS. KELLY: Uh-huh.

4 MR. EBERHARDT: Ms. Whitney [sic], I'm concerned
5 that maybe a reason that there is sufficient parking on
6 site is because the two existing restaurants or eating
7 places, Imo's and Cold -- what is it -- Cold Stone?

8 MS. KELLY: Cold Stone Creamery, yes.

9 MR. EBERHARDT: -- don't seem to me to be the
10 kinds of eating establishments where people or many people
11 are likely to eat in there.

12 Imo's has a large carry-out business. I'm sure
13 they have some eat-in facility. Cold Stone, I think, is

14 an ice cream place, and I doubt that it has many sit-down
15 people who stay very long. If they come in, they get
16 their ice cream cones and leave.

17 The requirement in the statute -- in the
18 ordinance says each eating and drinking establishment
19 shall have a minimum of 16 seats for dining.

20 I -- the last time I was in Cold Stone, I didn't
21 think they had 16 seats, but I don't think they need them,
22 but I guess my point is, and it's a little circuitous, but
23 my point is that parking may be fine for this particular
24 location because the existing eating establishments don't
25 require as much parking as a usual sit-down eating

1 facility would.

9

2 And then the concern is that if these tenants
3 leave and some other tenants come in that require more
4 parking -- more parking, even if they're not eating
5 establishments, that we may have to stop them from being
6 tenants in this facility.

7 I guess I'm saying that maybe the 25 percent
8 number has some merit to it. And -- and, as you said
9 before, it is also a requirement in the Core Business,
10 Planned Office, Planned Community and Light Industrial
11 Districts, as shown in our next matter here, so that --
12 that same 25 percent restriction applies in at least four
13 or five other districts.

14 MS. KELLY: Yes, sir.

15 However -- and you are correct that if a future
16 use does require more parking that it might not be able to
17 locate in this center, but that is something we look at
18 per individual use.

19 We find that the 25 percent can be arbitrary at
20 this point in that the parking's already established.
21 If they can meet the parking requirement why
22 would the City want to prevent them to locate in that
23 center?
24 If they can't, that isn't a reasonable
25 expectation that they cannot locate in that center.

1 MR. EBERHARDT: I guess I'm asking the question¹⁰
2 as to whether the determination that there's adequate
3 parking in the center is one based on the actual current
4 occupants of the center --

5 MS. KELLY: We do look --

6 MR. EBERHARDT: -- or is it based on the numbers
7 that -- that would have to be developed for the number of
8 parking spaces required by the ordinance for each of these
9 type of facilities, if they were fully utilized?

10 MS. KELLY: We do a parking calculation based
11 upon each use.

12 There are larger -- the Code does allow for
13 larger categories like retail. General office is one --
14 four spaces for per thousand square feet.

15 Restaurants are a different -- have its own
16 calculations. So we base it upon the Code requirements
17 per the use to determine if enough parking is available.

18 MR. EBERHARDT: But there is adequate parking
19 based on the current occupancy of the entire center if we
20 added this new -- this new tenant in?

21 MS. KELLY: Correct.

22 MR. EBERHARDT: Thank you.

23 MS. KELLY: Now, no I -- I also do want to
24 mention if for some reason the Applicant is willing to

25 submit a study that says that they meet more than enough

1 parking, but if our Code is incorrect, they feel that they¹¹
2 can meet all of the requirements, they can make that
3 argument before you, but you have the ability to hear that
4 argument and either accept it or deny it at that time.

5 MR. EBERHARDT: Thank you.

6 MR. FARON: One last question.

7 CHAIRMAN MADDEN: Mr. Faron.

8 MR. FARON: If -- if this tenant would move in
9 say eating establishment, another vacancy would come up
10 and another restaurant were to come in there, you would
11 specifically look at the parking issue, number one, as
12 more tenants move in that require parking for eating or
13 whatever -- restaurant use?

14 MS. KELLY: We would look at all the conditions
15 that the zoning district required, as well as parking.

16 So, for instance, do they provide drive-through
17 service. Well, the MX District doesn't allow that. Do
18 they abut a Single-Family Residential District. The Code
19 does not allow that at this point.

20 So we would look at all of the conditions that
21 the Code would --

22 MR. FARON: Seems like you have a lot of
23 control --

24 MS. KELLY: Correct.

25 MR. FARON: -- on each individual case that

1 comes before you.¹²

2 Thank you.

3 CHAIRMAN MADDEN: Is there anybody in the

4 audience?

5 Mr. Kling, I think you gave me one of your --
6 yeah.

7 Please state your name and address for the
8 record, please.

9 MR. KLING: Certainly.

10 Stephen L. Kling, Jr. I'm an attorney with
11 Jenkins & Kling, P.C., with offices at 150 North Meramec
12 Avenue, Clayton Missouri 63105.

13 I'm here tonight representing Questover Place
14 Subdivision, Questover Crossing Subdivision and the Manors
15 of Questover Subdivision.

16 Going to use my map.

17 Here is the site in question, Mr. Wallach's
18 clients. The Questover Subdivisions are here and here and
19 back here, by way of reference.

20 My clients have two issues with concerns with
21 respect to the application.

22 The first is whether or not it's appropriate at
23 all for a text amendment. And the second is whether the
24 text amendment goes too far in totally eliminating the
25 percentage requirement for restaurants.

1 I know, as a general matter, a text amendment,¹³
2 as opposed to rezoning of an individual piece of property,
3 is generally only done under certain circumstance. One,
4 that there's an error or an outdating of the Zoning Code;
5 two, that there's a significant change in the community
6 goals and policies; three, that there's a significant
7 change in the City-wide or neighborhood development
8 patterns, or, four, that the Comprehensive Plan recommends
9 the change.

10 The concern, of course, is that if you change it
11 with respect to the text, then it changes it for every
12 single property that's zoned MX in the City, and so you
13 have to be -- have a more generalized concern.

14 I really don't see any of these criteria in the
15 application. In fact, if you read the application
16 closely, it's pretty evident that the reason for the text
17 amendment is for the sole benefit of this one individual
18 piece of property.

19 And I would also point out this property had the
20 option of going a couple other ways. If they could
21 demonstrate a hardship, they could have gone for a
22 variance; they could have even attempted to seek a
23 rezoning.

24 So I don't think this was the right vehicle.

25 Beyond the technical issue, I think there's the

14
1 issue of the impact of the application itself.

2 The western corridor here has been studied
3 exhaustively over the years. There was first the
4 Northwest Sector Land Use Plan, and that plan identified
5 this area as a very sensitive area because of the
6 residential development.

7 The provisions of the Northwest Sector Plan were
8 directly incorporated into the City-wide plan later on.

9 I was involved in both of those plans, so I know
10 exactly what the concerns were.

11 And all of the City planning identified the area
12 as needing special attention and needing a neighborhood
13 compatible business zoning. And it was specifically noted
14 there was special consideration for the residential areas.

15 The plan -- both of those plans considered
16 implementing the new business -- Neighborhood Business
17 District zoning as soon as possible.

18 Now this didn't happen. But what's really
19 happened is, in effect, the City has used the MX zoning
20 for just that type of neighborhood friendly zoning.

21 Now, I don't know -- I will point out that I
22 think that the City zoning map is out of -- it's not
23 up-to-date, but it showed MX zoning, not only here, but
24 over on this site.

25 But beyond that, even if it's not there, I can

1 tell you what I do know is that this property, this 15
2 property, and I believe this property are all zoned GC.

3 Now, why does that matter? Because when you all
4 approved GC for that site, you insisted on a deed
5 restriction in favor of the City, which limited eating
6 establishments to exactly the 25 percent use that's for
7 the MX Districts.

8 In other words, you conditioned the rezoning to
9 GC provided they would have the MX requirements. So
10 there's going to be nothing stopping those people coming
11 in front of you and saying why do we now have to be
12 subject to a 25 percent change in the MX District.

13 And that's where the Joey's and the Salsa
14 locations, so you could be faced with that whole
15 development there then being able to have eating
16 establishment usage.

17 I would also point out that if you change this
18 to a conditional use, that doesn't mean you have absolute
19 discretion.

20 If it's a conditional use, people can come in

21 front of you and they present competent and substantial
22 evidence, you have to approve it. But right now they
23 don't have that right, so to some extent your hands are
24 going to be further tied with those.

25 So having sites with the potential of 15 to 100

1 percent eating establishments, it seems excessive, not¹⁶
2 only with parking, as pointed out by Mr. Eberhardt, but
3 the impact on traffic in the area.

4 Now I drove by the site at 4:30 tonight, and I
5 will tell you the front parking lot, I don't know if
6 there's parking lot in the back, but the front was almost
7 completely full. Now I don't know why, maybe there was a
8 special time of day, I'm just telling you what I observed
9 at 4:30.

10 My clients would accordingly oppose the request.
11 However, in an attempt to try to be accommodating, we
12 would be willing to support a proposal that would perhaps
13 increase this from 25 to 35 percent. The 35 percent,
14 based on the calculations in application for the tenants
15 that they have on the open space, would allow them to have
16 the new tenant there, but would still provide the
17 protections that would be necessary with respect to the
18 other properties.

19 Appreciate your time. And I'm happy to answer
20 any questions that you have.

21 CHAIRMAN MADDEN: Any questions?

22 Mr. Wallach, would you like to comment on that?

23 MR. WALLACH: Brief rebuttal.

24 Thank you, Mr. Chairman.

25 I have the utmost respect for Mr. Kling. Had

17
1 dealings in the past on the same side and sometimes not on
2 the same side. We kind of in-between on this one.

3 I -- I believe, first of all, in his technical
4 arguments that the text amendment is the appropriate
5 mechanism. We sought that after conferring with the staff
6 who, I believe, conferred with your City Attorney.

7 It's the appropriate mechanism. It's purely
8 within this Commission's ability to make that
9 recommendation if the Council will make the change.

10 The reason that I believe our proposal makes
11 more sense than just bumping it to 35 percent or
12 40 percent, which would accomplish, in all candor, my
13 client's immediate desire to fill this 1900 square foot
14 vacancy, is this is a limited district. We've got one
15 retail establishment, a funeral home, two banks and a
16 jewelry store.

17 There's not going to be some parade of horrors
18 if you change it and take the limit off, and all of a
19 sudden you're going to see restaurants elbow to elbow up
20 and down the street.

21 The conditional use permit process will enable
22 staff to review whatever tenant may come in, and it may --
23 it may wind up being an establishment that doesn't qualify
24 even as an eating establishment under your code.

25 But if it is one that has a lot of sit-down

18
1 folks as opposed to the current Imo's and the ice cream
2 shop, the staff's going to look at that. And we think
3 let's just get rid of this seemingly random 25 percent cap
4 and deal on it -- deal with it on a case-by-case basis as
5 the tenants come forward and seek their conditional use

6 permits.

7 Thank you.

8 CHAIRMAN MADDEN: Paul, I have a question for
9 you.

10 Where Mr. Kling showed that other MX District,
11 is that a mistake on our map or --

12 MR. LANGDON: Yes, the map online is -- is
13 outdated. We have a new map that's being prepared right
14 now, and we'll put it online as soon as it's available.

15 The -- the circumstances on those properties, I
16 think, there is sort of recapping, they were MX. The
17 developer that built Questover Shoppes was looking to do a
18 development that largely needed the GC Zoning District
19 standards, setback standards, buffer standards, and when
20 they came forward with that proposal there was a lot of
21 concern that that was stepping away from this special
22 district. As Mr. Kling referenced, the MX, sort of became
23 the de facto special neighborhood district that the
24 Northwest Sector Plan called for.

25 So the agreement at the time was -- let me say

19
1 also that the -- the Questover Shoppes were not to be
2 single tenant. These were going to be, you know,
3 smaller-sized neighborhood oriented shops. And I think
4 they've proven to be that. A couple of restaurants, some
5 services have come and gone. You've got some -- some, you
6 know, general retail that really aren't community-wide.
7 They're -- they're more neighborhood oriented. Certainly
8 not regional retail.

9 So the -- the City viewed that as a good
10 development for this location, but recognized also that

11 you have a very high land price, and you were talking
12 about demolition and site preparation, essentially an
13 expensive project. So the compromise was sought to try
14 and get this project done, but not completely abandon the
15 goals of the Northwest Sector Plan.

16 This deed restriction was attached to the
17 properties, and it was even codified within -- the
18 requirement for the deed restriction was codified in the
19 rezoning.

20 I would say, administratively speaking, I would
21 not want to do it that way again because it's very
22 difficult for all concerned to stay on top of that deed
23 restriction. Nonetheless, there it is.

24 I don't think that, you know, we can say for
25 sure what would happen with that property. I certainly

1 don't want to put up any strawman about what might or 20
2 might not happen. That's yet to be seen.

3 I think that one thing that these properties,
4 both the Shoppes at Westgate and the Shoppes at Questover
5 revealed is that uses come and go all the time out of
6 those projects.

7 And we haven't seen a rise and fall of fortunes
8 for either the residential behind or the other tenants
9 within.

10 I think good site design, good architecture can
11 overcome the changing out of various tenants. And -- and
12 in my mind, that is the -- the larger issue here.

13 You know, reference was made to, well, when do
14 you do a text amendment. When circumstances change, such
15 as the Zoning Code is no longer relevant. In my view, my
16 review of this site, my review of other sites, in

17 contemplation of sites that might redevelop, that might
18 seek MX zoning down the road, I can find no reason for a
19 25 percent limit.

20 You know, the adjective's been used arbitrary.
21 I believe it is. To the extent that I contacted the
22 developer at the time, Knolls Properties, that did
23 Questover, and asked where did this 25 percent come from,
24 because there was no outcry; there was no demand for it
25 beforehand, just all of a sudden popped up when that

21
1 project came to fruition.

2 His recollection, and, frankly, it's the
3 recollection of one person, but his recollection was that
4 it was in response to concerns that were raised that no
5 one could really put their finger on, but the Council and
6 the Commission at the time thought, well, what would work,
7 and -- and it was a matter of pragmatism. They had
8 pre-leases; they needed to get a certain amount of
9 restaurant in, and this was a number that will work.

10 And I just -- I can't find the motivation to
11 continue hanging on to it.

12 I will say that from a parking perspective, it
13 does accomplish one thing in that it provides everybody a
14 certain certainty about what's the maximum you could do.

15 Recall the variances done for the parking at
16 Bellerive as well as West Oak. Calculation was done,
17 well, what is the maximum demand on parking that we could
18 see at these centers. So they took, you know, the
19 25 percent in restaurant and then everything else at the
20 normal retail, which is four per thousand. Four parking
21 spaces per thousand square feet.

22 So we can actually generate a real maximum that
23 was, I think, a sensible number. Variances were granted
24 in both cases.

25 If we're looking down the road where there is no

1 maximum restaurant, well, now what's the maximum. Well,²²
2 it gets a little harder to pin down because restaurant
3 numbers are a little squirrely anyway. It's got variables
4 for staff. It's got variables for seating. And that
5 becomes hard to say.

6 If it's just a straight square footage, well,
7 the building is what the building is, but you add some
8 tables, all of a sudden your parking demand goes up.

9 So -- so there is some -- some additional
10 guesswork there. But, again, we have the ability to
11 review those -- those circumstances.

12 If a project comes in, whether it's this one,
13 whether it's a future one in some location not even in
14 this -- this particular MX District, we have that ability
15 to say you're -- you're -- you're using irrational
16 numbers; we have experience around the City, you know,
17 these aren't done in a vacuum.

18 We look at what we know from other centers
19 around the City and from what we -- we know professionally
20 what will work and what's too much or too little parking.

21 Virtually no project is done without a certain
22 degree of pre-leasing anymore, so we have some knowledge
23 from that going in.

24 But, again, I come back to this idea that --
25 that we've built these. They've succeeded. And -- and

1 whether a tenant came or went or whether a store was²³

2 replaced with a restaurant, didn't really seem to matter.

3 The marketplace is driving the demand for
4 certain uses and the building remains in place no matter
5 what those uses are.

6 Finally, the notion of are we doing something
7 that's counter to the neighborhood nature of -- of the
8 zoning district. I can think of few uses more
9 neighborhood oriented than restaurants.

10 If we were even looking at -- at a large chain
11 restaurant, you know, an Outback Steak House or something
12 where, you know, you have a high-seating quantity. The
13 majority of the people going there are still only
14 traveling a short distance. Are they walking out of
15 Questover exclusively, well, no, but are they coming from
16 Wildwood to go to our Outback, no. It doesn't suddenly
17 convert these to a regional retail center.

18 So I don't think we're -- we're contrary to the
19 spirit of the MX District in doing it. And I don't see
20 how a multi-tenant center suddenly changes because of the
21 tenant mix.

22 But I will concede that it might make some of
23 our parking calculations a little more complicated down
24 the road.

25 CHAIRMAN MADDEN: Thank you.

1 Dr. Barton.

24

2 MR. BARTON: Well, there was two things that
3 resonated with me.

4 One was the argument that, and I've just thrown
5 this out here, and invite comment from the rest of the
6 Board -- or the Commission.

10 But the other argument that resonates with me is
11 the unintended consequences of taking away the cap and
12 then setting a precedent for the GC or district to say,
13 well, you know, why can't we have an unlimited cap.

14 And the reason that resonates with me is that,
15 you know, we as a Zoning Commission, tend to be very
16 focused on the events as they come along, as opposed to,
17 you know -- and, you know, it's easy to lose track of
18 history and the like, and you tend to stay focused on the
19 project that's ahead of you, you say yea or nay.

20 So it seems like one advantage to having a cap
21 is that it -- it sustain a certain use mix as opposed to
22 kind of over time having a creep of just all restaurants
23 or all one item.

24 So, you know, so to me that's where there is
25 some appeal to maybe that compromise of 35 percent or

25
1 40 percent cap, keeping some cap, but, you know, not going
2 so far as to take away the cap, and then setting a
3 precedent for, you know, down the road, say, well, have no
4 cap here, now we've got another area, why don't we have no
5 cap there.

6 Those are the things that are kind of going
7 through my mind.

8 MS. KRAMER: Can we ask Paul a question?

9 CHAIRMAN MADDEN: Sure.

10 MS. KRAMER: Is that an important question?

11 MR. LANGDON: Well, I think the first thing to
12 recognize is GC does not have a cap on it now.

Public Hearing Transcript.05-21-2012.txt
18 some program or higher goal. We just picked on one that
19 was easy.

20 CHAIRMAN MADDEN: Ms. Kramer.

21 MS. KRAMER: So I just have a question for Carl,
22 just with regard to what Mr. Kling had said.

23 So in -- in hearing what he represented, and
24 thank you very much, I sort of related that potentially
25 the outdating would allow it to fall into the category

1 of -- of changing it as a text amendment. So I just ²⁷
2 wanted to kind of get the legal perspective, are we
3 falling correctly within the boundaries given the point
4 that was brought up?

5 MR. LUMLEY: Yeah, I feel comfortable. It's
6 eligible for consideration in this manner.

7 You know, you're talking about, you know, what I
8 think everybody would have to concede is an arbitrary
9 number that's mixed into, you know, a zoning district.

10 Nobody can point to any specifics as to where
11 that number came from, and if the Commission and the
12 Council feel that number is outmoded, doesn't make sense,
13 it's eligible for this kind of consideration.

14 And you're not, you know, you're not changing
15 the parking standards, which would apply anyway; not
16 changing the setbacks and things like -- so there's still
17 a wide variety of constraints on the overall development
18 of the site and uses of the site.

19 CHAIRMAN MADDEN: Mr. Caldwell.

20 I don't think you were sworn in the first time,
21 were you?

22 (David Caldwell was sworn by the court
23 reporter.)

24 MR. CALDWELL: David Caldwell, 257 Brooktrail
25 Court.

1 Mr. Langdon said he couldn't think of a reason²⁸
2 that the 25 percent limit was ever set in the first place.

3 I can't think of one either, but I can think of
4 a reason why it might be appropriate to maintain it. That
5 being that one of the things, which I believe is important
6 in zoning is consistency and predictability.

7 Now, if I had put in a restaurant in this area a
8 year ago or five years ago, and I knew about this
9 25 percent limitation, I might not be too happy about
10 seeing that change in terms of competition.

11 Now, I don't know that all the existing
12 restaurant owners were informed of this public hearing or
13 if they would show up if they had -- if they did know
14 about it, but I think that is something that is a
15 responsibility of the Commission itself to keep in mind
16 the priorities of everybody who is impacted by such a
17 change.

18 CHAIRMAN MADDEN: Thank you.

19 MR. LANGDON: First thing, the -- the -- as a
20 text amendment, it did appear in the newsletter. It's
21 been on the website. We put a sign on this property
22 because it affected such a definable area within the City.
23 So did make an effort to get the word out community-wide.
24 I realize that reaches the residents more than the
25 businesses, but we did the best we can.

1 I'm not sure, did we do notice -- yeah, we also²⁹
2 did written notice within 300 feet, so other owners of

5 Again, I guess the -- the question is if we made
6 a habit of regulating the mixture of uses in a community,
7 in this community, and that was really widely known then
8 all business owners would have that -- that as surety, but
9 times change, zoning changes, comprehensive plans change,
10 sometimes it goes your way, sometimes it doesn't, you know,
11 there is risk in all business.

12 And so, you know, were they counting on -- was
13 any one business counting on this as a cap, perhaps. But
14 there is enough available land in -- out there. There's
15 still plenty of places where restaurants could go. We
16 haven't reached our maximum. I think the market is -- is
17 full now.

18 If this district suddenly doesn't have a cap, I
19 don't think we're going to see a flood in the marketplace,
20 because the marketplace already has options that it hasn't
21 explored. So I don't see a -- a real change in what
22 somebody may have anticipated.

23 CHAIRMAN MADDEN: Mr. Faron.

24 MR. FARON: Am I allowed to ask, on the record,
25 as Mr. Kling has stated, can I ask Mr. Kling a question

1 about the percentages that you had mentioned being 30
2 35 percent.

3 Was that just an arbitrary number --

4 MR. KLING: No.

5 MR. FARON: -- to provide the next tenant to get
6 in under that amount, or would it -- if it was 35 percent,
7 would you have said 45 percent or --

8 MR. KLING: No, I talked to my clients. I don't

9 know that there would be an argument maybe between 35 and
10 40.

11 I mean, obviously, they don't want to see this
12 creep. I mean, let's face it, think about this, this is
13 the Mixed-Use District. There is no other district called
14 Mixed-Use. That means there's supposed to be a mixing of
15 uses, not 100 percent one type of use.

16 But, yes, to a certain extent, it was to
17 accommodate -- to try to be accommodating for this
18 particular applicant, and that's where the number came
19 from.

20 MR. FARON: Thank you.

21 CHAIRMAN MADDEN: Any other questions?

22 Is there anybody else in the audience?

23 Okay. Enter your exhibits.

24 MR. LUMLEY: Mr. Chairman, I offer the following
25 exhibits into the record of this public hearing:

1 Documentation in possession of the City Clerk reflecting³¹
2 the notices provided to the public regarding hearing; the
3 staff report; the City's Code of Ordinances and Charter;
4 the City's Comprehensive Plan, and the public file
5 regarding this application.

6 CHAIRMAN MADDEN: So that'll close the public
7 hearing.

8

9 (This ends the public hearing)

10

11

12

13

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

3

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

11

12

13 _____, RPR, MO-CCR, IL-CSR, KS-CCR

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

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city
of

CREVE COEUR

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www.creve-coeur.org

May 24, 2012

Shoppes at Westgate, LLC
25 N. Brentwood
Clayton, MO 63105

Re: Application #12-011: Text Amendment to "MX" Mixed Use District – Shoppes at Westgate
Eliminate the limits of eating and drinking places to no more than 25% of the building square footage

Mr. Wallach:

The Planning and Zoning Commission, at its meeting of May 21, 2012, reviewed your request for the Text Amendment to eliminate the limits of eating and drinking places to no more than 25% of the building square footage in the "MX" Mixed Use District.

By a four to one vote, the Planning Commission recommends approval of the Text Amendment to eliminate the limit of eating and drinking places to 25% of the total building square-footage. The first reading of the draft ordinance by the City Council is scheduled for Tuesday, May 29th, 2012. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

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



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 21, 2012
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 21, 2012, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. James Faron
 Ms. Cynthia Kramer
 Mr. Jim Schnarr

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

2. ADDITIONS TO – ACCEPTANCE OF THE AGENDA

The Agenda was accepted as written.

3. NEW BUSINESS

A. PUBLIC HEARING

Application #12-011: Text Amendment to eliminate the limits of eating and drinking places to no more than 25% of the building square footage in the “MX” Mixed Use District.

Applicant/Agent: Shoppes at Westgate, LLC
 1133 Olivette Executive Parkway
 St. Louis, MO 63132

Applicant’s Rep: Stanley Wallach, Esq.
 The Wallach Law Firm
 Three City Place Drive, Suite 1070
 St. Louis, MO 63141

A presentation was given by Mr. Stanley Wallach, Three City Place Drive, Suite 1070, Creve Coeur, MO representing Shoppes at Westgate, LLC, to consider certain amendments to Section 405.340(2)(b)(3) to eliminate the current limit on eating places to no more than 25%

of the approved building square footage, and to permit eating places without such limit through the conditional use permit process. Mr. Wallach stated currently there are two restaurants in the facility. He also said there is a vacancy that has been vacant for some time, and a number of perspective tenants have come forward, who would also like to have an eating or drinking establishment. However, there is a cap in the “MX” District on the percentage of square footage of the building that prohibits anymore eating or drinking establishments inside of it. Mr. Wallach stated the cap probably made sense when it was imposed, but now is hurting the facility maximize its use. Mr. Wallach, on behalf of Shoppes at Westgate, is asking the Commission to remove the cap so any use would be able to go forward with the conditional use permit process.

Mr. Faron asked Staff if this is the only example of this district in Creve Coeur. Ms. Kelly responded the MX District only consists of this one block.

Ms. Kelly, City Planner, spoke to the Commission in more detail about the application. She stated the MX District consists of Shoppes at Westgate, a funeral home service, a jeweler, and two banks. When the Shoppes at Westgate were being developed, there was a parking concern but, in this application, the development has already occurred so the character of the development has already been established. There is already a process in place to examine those uses that could impact the site through the conditional use process (i.e. restaurants that have different parking standards than general retail). During that process, Staff reviews availability of parking as well as any other conditions that could impact the site. Mr. Schnarr asked if Staff found any parking issues in their original review. Ms. Kelly replied the applicant feels there is adequate parking on site, but that is something Staff would do on individual basis when there is a specific applicant.

Mr. Eberhardt stated there may be adequate parking in the center because the two particular restaurants located within it might not bring the volume of people that a regular sit-down eating establishment would. Mr. Eberhardt expressed concern if the current tenants leave and new tenants come in requiring more parking, they may have to be stopped from becoming tenants. Ms. Kelly addressed Mr. Eberhardt’s concerns stating each application is reviewed per individual use regardless of the volume generated by a given business. Staff finds the 25 percent limit to be arbitrary at this point since parking is already established. Ms. Kelly explained to the Commission that when an application is submitted all conditions are reviewed.

Mr. Stephen Kling, 150 North Meramec Avenue, Clayton, MO 63105, representing Questover Place Subdivision, Questover Crossing Subdivision, and the Manors of Questover Subdivision spoke in opposition to the application. Mr. Kling used a map to point out where the Shoppes at Westgate are in correlation of the subdivisions he is representing. Mr. Kling stated his clients have two concerns with the application. First is whether or not it’s appropriate at all for a text amendment. Second concern is whether the text amendment goes too far in totally eliminating the percentage requirement for restaurants. Mr. Kling expressed if a text amendment is granted then every property in the district is affected having a more generalized concern. Mr. Kling’s clients would be in favor of increasing the percentage from 25 to 35 percent to be accommodating though.

Mr. Wallach responded to Mr. Kling’s concerns stating the Staff conferred with the City Attorney and the text amendment is the appropriate mechanism. Also, addressing the

percentage increase, Mr. Wallach states their proposal makes more sense because it would accomplish his client's desire to fill the vacancy in this limited district.

Chairman Madden asked Mr. Langdon if the map Mr. Kling showed was an updated map. Mr. Langdon replied the map is out of date and an updated map will be online as soon as it is available. Mr. Langdon also stated the Shoppes at Westgate were intended for smaller-sized neighborhood shops, not regional retail stores.

Dr. Barton questioned the limit of 25 percent, wondering why the Commission does not deal with applicants case by case. Also, Dr. Barton questioned the unintended consequences of taking away the cap and setting a precedent for the GC District. Ms. Kramer deferred to Staff, asking if those are valid concerns. Mr. Langdon responded there is no cap in the GC District, except for the one across Questover. Mr. Langdon also addressed the benefit of having a mix, stating City Staff does not make a habit of dictating to the market how much of something should be supplied. However, Mr. Langdon does say it is the goal to make sure this development falls within a certain appearance, a certain function, a certain character which goes beyond the use, and is ultimately an asset to the community.

Ms. Kramer asked City Attorney, Mr. Carl Lumley, if the Commission was falling correctly within the boundaries given the points Mr. Kling brought up. Mr. Lumley responded he was comfortable that it was eligible for consideration in this manner.

Mr. David Caldwell, 257 Brooktrail Court, believe keeping the 25 percent is important to maintain consistency and predictability. Mr. Caldwell also stated if he had a restaurant in this area and knew about the 25 percent limitation he would not be happy about it changing, in terms of competition. Mr. Caldwell also was not sure if restaurant owners in the area were informed of the Public Hearing. Mr. Langdon replied the text amendment did appear in the newsletter, on the website, and a sign was located on the property. There was also a mailing sent out to all properties within 300 feet. Addressing the 25 percent limitation, Mr. Langdon does not believe if there is no cap there will be a flood in the marketplace since there are other locations in the city where more restaurants could go without running into the cap.

Mr. Faron asked Mr. Kling if the 35 percent was just an arbitrary number. Mr. Kling said it was not; he spoke with his clients and that was a number they agreed upon, and although he did not believe there would be an argument between 35 and 40, the 35 was offered to be accommodating.

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

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

There being no further comments, the motion was made by Mr. Faron to recommend approval of Application #12-011, as modified to include only a text amendment to eliminate the limit of eating and drinking places to 25% of the total building square-footage, as described in the staff report dated May 18, 2012. Mr. Schnarr seconded the motion with the resultant vote as follows:

Dr. Barton – nay
Mr. Schnarr – aye

Mr. Faron – aye
Chair - aye

Ms. Kramer – aye

4. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:48 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

RESOLUTION NO. 1006

A RESOLUTION BY THE CITY OF CREVE COEUR TO COMPLY WITH THE ST. LOUIS COUNTY BOUNDARY COMMISSION FIVE-YEAR PLANNING CYCLE FOR POTENTIAL BOUNDARY CHANGES

WHEREAS, the St. Louis County Boundary Commission had developed a five-year planning cycle for all potential boundary changes within the unincorporated areas of St. Louis County; and

WHEREAS, the St. Louis County Boundary Commission has advised that all cities must submit a Map Plan to said Commission by July 1, 2012 in order to have any consideration for annexation in the next five years; and

WHEREAS, the attached Map Plan is a general Map Plan document outlining the maximum boundaries that the City may consider annexing by the year 2017 and does not bind the City in any way.

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

SECITON 1: The City Council hereby approves the attached Map Plan for submission to the St. Louis County Boundary Commission.

SECTION 2: This Resolution shall take effect immediately upon its adoption.

Adopted this 29th day of May, 2012

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



city of CREVE COEUR

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STAFF REPORT TO THE PLANNING AND ZONING COMMISSION

Meeting Date: May 21, 2012
Subject: Annexation Map Plan Update
Location: City-wide
Requested Action: Review and Approval.
Applicant: City of Creve Coeur

Report Prepared by:


Paul Langdon, AICP
Director of Community Development

5/18/2012
Date

Attached: Draft Annexation Map.

BACKGROUND

Annexations in St. Louis County are all governed by a set of regulations promulgated by the St. Louis County Boundary Commission. Except in very limited circumstances where 100% of the affected parties are in full agreement with a proposed annexation, annexations must first be vetted through a submittal to the Boundary Commission; a process that only occurs every five years. As part of this five year review, the Boundary Commission requires a "Map Plan" to be submitted after approval at the municipal level. The Map Plan is a large area map outlining the maximum boundaries that a community might consider annexing within the next five years. As described in the Boundary Commission Rules, Map Plans can be later reduced in area, but cannot be expanded. Also, submitting a Map Plan does not obligate the city to actually annex any of the identified areas. It only identifies areas that could be considered for annexation by the municipality within the near future. However, without a Map Plan submission, no municipality can annex any property for the next five years except in those limited circumstances identified above. This year the Map Plan submission is due to the Boundary Commission by July 1, 2012.

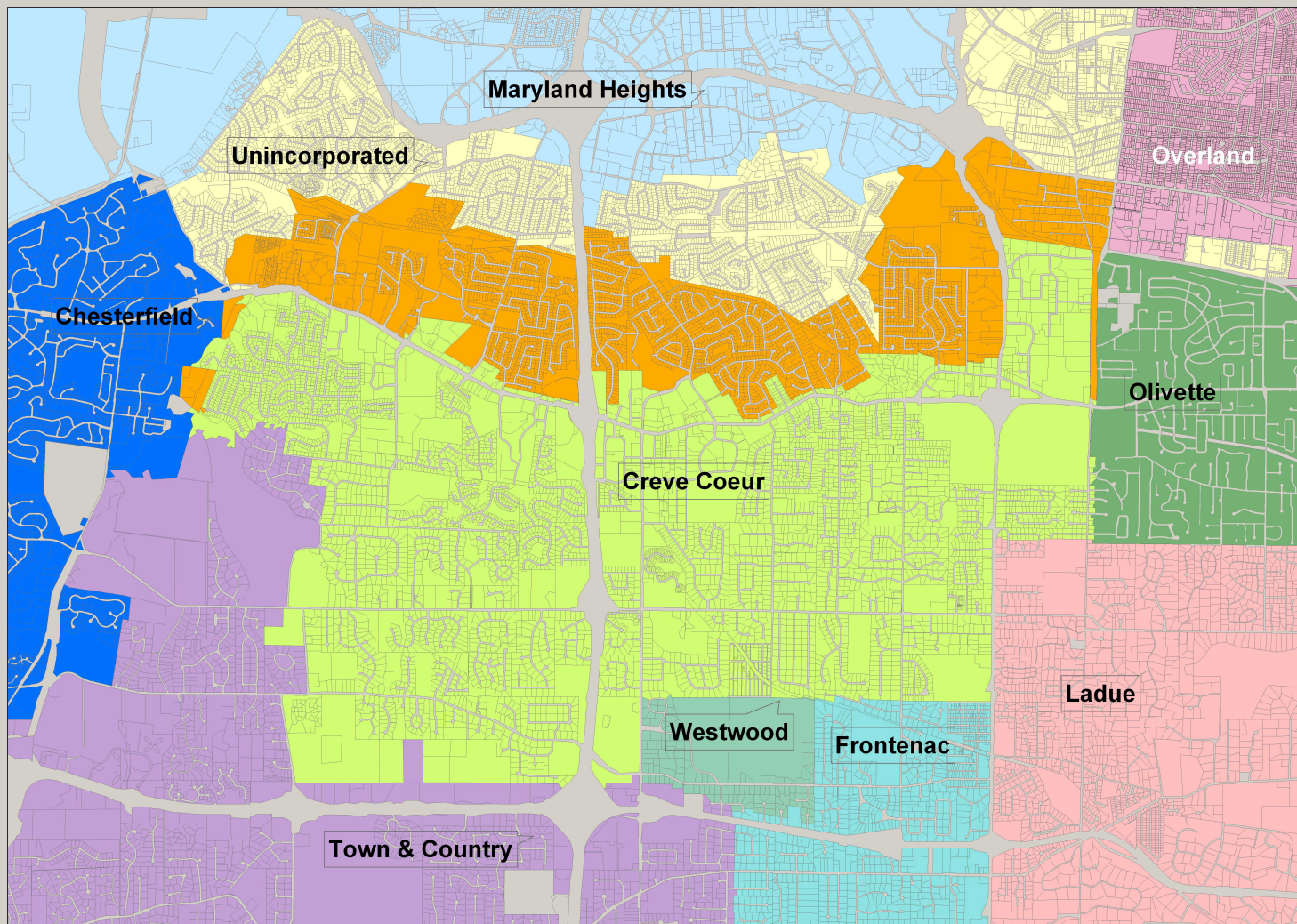
DISCUSSION

The attached draft Map Plan identifies areas north of the city limits between Creve Coeur Mill Road to the west and Warson Road to the east that are currently unincorporated St. Louis County and could be appropriate for annexation. It should be noted that the Map Plan does not propose incorporating all of the area between Creve Coeur and the City of Maryland Heights. Instead, the proposal seeks to delineate a logical boundary principally along the easement containing the St. Louis City and Missouri American water trunk lines. The primary exception to this is in the eastern portion of the city along and east of Dautel Lane forming a connection to the Jewish Community Center (JCC) and then crossing Lindbergh Boulevard to surround the current light industrial area. The JCC is a significant cultural and recreational resource in the community and expanding the light industrial area represents a significant economic development addition to the city.

The only change with this map versus the one about to expire, is that the Old Farm Subdivision has been deleted in the far western map area. In 2007, their trustees expressed opposition to being annexed by the City and the staff see no reason to include it in the 2012 revision of the Map Plan for the following reasons:

- The area does not represent a significant economic development opportunity as it is 100% residential and associated open space.
- It is not along any essential roadways already used heavily by City services and residents.
- It is not situated between the existing corporate limits and another anticipated annexation area.
- It is sufficiently isolated that it does not represent a potential harm to the existing City if it were redeveloped.

All of the other indicated areas do touch on one or more the above-criteria. The members of the Planning Commission are asked to consider the map and suggest any changes they feel may be appropriate. If the Commission is satisfied with the map, a recommendation to the City Council needs to be voted on. The City Council is tentatively scheduled to review the map at their meeting on May 29, 2012, pending the Commission's recommendation.



0 1,320 2,640 5,280 7,920 Feet

 Proposed Annexation Areas



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 21, 2012
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 21, 2012, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. James Faron
 Ms. Cynthia Kramer
 Mr. Jim Schnarr

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

2. ADDITIONS TO – ACCEPTANCE OF THE AGENDA

The Agenda was accepted as written.

3. NEW BUSINESS

Application #12-014: Review of the 2012 Map Plan submittal to the St. Louis County Boundary Commission.

Applicant: Paul Langdon
 Community Development Director

Mr. Langdon gave a presentation on the draft 2012 Map Plan. The Map Plan must be reviewed by P&Z before it is submitted to Saint Louis County Boundary Commission. The Map Plan outlines the communities Creve Coeur may consider annexing within the next five years. Plans can be reduced after submittal, but not expanded. Map Plans do not obligate the City to actually annex areas; only identify areas that could be considered. The Map Plan Creve Coeur is submitting identifies areas located north of the city limits between Creve Coeur Mill Road to the west and Warson Road to the east, which are currently Saint Louis County.

Dr. Barton motioned to approve the draft map presented. Ms. Kramer seconded the motion with the resultant vote as follows:

Dr. Barton – aye
Mr. Schnarr – aye

Mr. Faron – aye
Chair - aye

Ms. Kramer – aye

4. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:48 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

RESOLUTION NO. 1007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE PURCHASE OF A NEW 20 CUBIC YARD EXTREME VAC LEAF VACUUM FROM KEY EQUIPMENT CO. FOR \$36,945.00

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide leaf collection service to the residents in the city; and

WHEREAS, this equipment has been competitively bid as required by the City of Creve Coeur Code of Ordinances

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

Section 1: The purchase of a new 2012 Diesel Powered 2012 Extreme Vac SCL65TM leaf vacuum with an impeller upgrade from Key Equipment Co. is hereby approved. The purchase shall be consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 29th day of May, 2012

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: May 23, 2012

TO: Mark C. Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Leaf Vacuum Purchase Recommendation

Per our previous conversations staff was informed that the company that manufactures Giant Vac leaf vacuums has gone out of business. This is the brand we preferred for our fleet because of the heavy duty construction of the units.

Staff proposes replacing the 2002 20 Cubic Yard unit sold at auction this spring with a new 20 Cubic Yard unit. Leaf vacuums have about a 10-year service life and this unit is being replaced as part of our normal equipment rotation.

Karl Berger's memo outlines the bidding and evaluation process completed by city staff and I concur with Karl's recommendation to award the purchase of an Extreme Vac 20 Cubic Yard leaf vacuum.

Recommendation

Public Works staff recommends purchasing a 2012 Extreme Vac SCL65TM 20 Cubic Yard Leaf Vacuum with an impeller upgrade from Key Equipment Co. for an amount of \$36,945. Although there is \$35,000 identified in the FY2012 Capital Equipment account # 02-61-71-9516, staff recognized \$ 26,402 in revenue from the sale of surplus equipment this spring at the St. Louis County Auction. The additional \$1,945 needed to make this purchase is available through this revenue source.



DEPARTMENT OF PUBLIC WORKS

DATE: Wednesday, May 23, 2012
TO: Jim Heines, Director of Public Works
FROM: Karl Berger, Operations Superintendent
SUBJECT: Public Works Leaf Vacuum Replacement
CC: Dan Smith, Director of Finance

On May 3rd, 2012, sealed bids were opened for the purchase of a 20cy leaf vacuum machine. This budgeted unit is intended to replace a leaf vacuum machine that was sold on March 24th of this year at the St. Louis County Highway's & Traffic equipment auction.

Five vendors submitted bids ranging from \$32,139.80 to \$43,293.00. Four of the five vendors included an engine upgrade option that added an extra \$1,125 to \$6,281.00 to the price of the unit. Only two of the vendors were able to meet our requirements, which were based on the specifications of the Giant Vac machines that comprise our current fleet of vac units. Giant Vac is no longer in business, therefore we had to find a comparable unit.

Key Equipment bid an Xtreme-Vac for the base price of \$35,695.00 with a \$1,250 option to upgrade to a ½-inch thick steel impellor. Woody's Municipal Supply bid, a Tarco vac for \$43,293.00 which includes a ½-inch steel impellor. None of the other vendors can provide impellors thicker than 3/8ths of an inch thick. The thickness of the steel impellor is very important to the durability of the machine. The Giant Vac's in our fleet all have ¾-inch steel impellors.

After calling several references, seeing the machines in person, and speaking with Public Works personnel from the City of Berkeley, staff recommends the purchase of the Xtreme-Vac offered by Key Equipment for the total price of \$36,945.00. Staff does not feel that the engine upgrade (option #1 for an additional \$1,125) would be needed.



CITY OF CREVE COEUR

BID OPENING APRIL 7, 2009

DUAL-AXLE LEAF VACUUM FY2009 BID RESULTS 2ND BID

		KEY*	ODB
	Year - 2009		
1	Model	6600JDTB-RT25	SCL800TM25
2	Manufacturer	Giant Vac	ODB
3	CY Size	25cy	25cy
4	Brochure Attached	Yes	Yes
5	Warrant	12 months	12 months
6	Base Bid Cost	\$34,415.00	\$32,595.00
7	Option a. upgrade to 30cy	\$ 9,545.00	\$ 2,000.00
8	Option b. upgrade to 99 horsepower	\$ 2,333.00	\$ 2,834.00
9	Option c. upgrade to hydraulic hose boom	\$ 2,725.00	\$ 5,271.00

KEY - Downdraft Style 25 cy. \$3,925.00

KEY - Downdraft Style 30 cy. \$4,750.00



**DEPARTMENT OF PUBLIC WORKS
CITY OF CREVE COEUR**

BID OPENING May 3, 2012 @ 2 PM

20 CY DUAL-AXLE LEAF VACUUM FY 2012 BID RESULTS						
		KEY EQUIPMENT	WOODY'S	DINKMAR	ODB	AMERICAN RD MACHINERY
	Year - 2012					
1	Model	SCL 65TM 20	Hurricane 4020	SC-20 Mule	SCL800 TM-Belt Drive	17 CY & 25 CY Trailer Mount
2	Manufacturer	Xtreme-Vac	Tarco	Dinkmar	ODB	American Road Machinery
3	CY Size	20	20	20	20	17 / 25
4	Brochure Attached	Yes	Yes	Yes	Yes	Yes
5	Warranty	1 Yr Unit / 2 Yrs Motor & Clutch	1 Yr Unit / 2 Yrs Eng	1 Yr Unit / 2 Yrs Eng	1 Yr Unit / 2 Yrs Eng	1 Year - see warranty info
6	Meet Specifications	No	Yes	Yes	Yes	Yes
7	Delivery Date	90 - 120 Days	90 - 120 Days	120 Days from Order	75-90 Days	60 Days after PO
	Base Bid Cost	\$35,695.00	\$43,293.00	\$34,582.50	\$36,284.39	\$30,345.80 / \$32,139.80
Option A.	Upgrade to 99 hp Turbo Diesel Motor	\$1,125.00 (74 hp)	Unit comes w/80 hp	\$6,281.25	\$2,495.00	\$3,440.00 / \$3,440.00
		\$1,250 (1/2" fan blades)				
Total		\$36,820.00	\$43,293.00	\$40,863.75	\$38,779.39	\$33,785.80 / \$35,579.80



**DEPARTMENT OF PUBLIC WORKS
CITY OF CREVE COEUR**

BID OPENING JANUARY 30, 2007

TRI-AXLE LEAF VACUUM FY2007 BID RESULTS						
		KEY	ODB		LUBY	ERB
	Year - 2007					
1	Model	TM6500TR20	SCL800TM.20	SCL65TM.14	NO BID	NO BID
2	Manufacturer	Giant Vac	ODB			
3	CY Size	20cy	20cy	14cy		
4	Meets Specs	Yes	Yes	Yes		
5	Brochure Attached	Yes	Yes	Yes		
6	Warrant	12 months	75-90 days	75-90 days		
7	Sub-total Cost	\$22,995.00	\$23,100.00	\$21,140.00		
8	80hp diesel w/ belt drive	\$ 4,375.00	\$ 5,200.00			
9	25CY body	\$ 1,590.00	\$ 1,240.00			
10	Total	\$28,960.00	\$29,540.00			

Prepard 01312007 CJP



LEAF VACUUM MODEL 2005 BID RESULTS

	KEY EQUIPMENT
Replace Engine <i>and impeller TR14-6500</i>	\$ 7,799.00

Prepard 09/09/2004 CJP



LEAF VACUUM MODEL 2005 BID SUMMARY

Opening Tuesday, September 7, 2004

	KEY EQUIPMENT		ODB Municipal	
	MODEL 6500-TR14		SCL65TM 14 65hp Cummins 4cyl	SCL800TM 14 84hp JD 4cyl
<i>Unit Cost</i>	\$ 24,025.00	\$	18,400.00	\$20,459.00
LESS TRADE IN	\$ <u>3,500.00</u>	\$	<u>500.00</u>	\$ <u>500.00</u>
TOTAL COST	\$ 20,525.00	\$	17,900.00	\$ 19,959.00

ODB VACS DO NOT MEET SPECIFICATIONS (DIESEL RATHER THAN GAS)

Prepared 09/08/04 cjp



**DEPARTMENT OF PUBLIC WORKS
CITY OF CREVE COEUR
LEAF VACUUM MODEL 2004 BID RESULTS**

	Woody's	Key Equipment
Model	Tarco TM1-16 HLPHC	Giant Vac 6500TR
	\$ 21,300.00	\$ 21,200.00
Less Trade-In	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
TOTAL COST	\$ 19,300.00	\$ 19,200.00

LEAF VACUUM MODEL 2002 BID RESULTS

	OUTDOOR	KEY
MODEL 6500-TR14	\$ 18,883.21	\$ 18,760.00

MODEL 6600-TR20

Diesel Engine

Water Cooled	\$ 22,957.00	\$ 22,355.00
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Wisconsin

Air Cooled	\$ 20,475.00	\$ 19,848.00
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MODEL 6600D-TR25

Diesel Engine

Water Cooled	\$ 24,757.00	\$ 23,682.00
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Wisconsin

Air Cooled	\$ 22,107.00	\$ 21,459.00
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LESS TRADE IN	\$ 2,000.00	\$ 1,700.00
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Total cost for Model 6600TR20 less trade in = \$18,148.00

LEAF VAC BID RESULTS

	KEY EQUIPMENT	OUTDOOR EQUIPMENT
Leaf Vac Model		
TM-6500-TR-14	\$16,698	\$15,289
LESS Trade-In	(\$4,000)	(\$2,600)
<i>OPTIONAL</i>		
Curb Nozzle Attachment	\$840	\$1,060
<i>OPTIONAL</i>		
Catch Basin Cleaner	\$ 800.00	\$ 715.00
Warranty	12 months parts/labor	1 year

Unit is direct drive, no clutch required
Hose is 10' x 18", 29.5" Fan
Extra hose 10' x 18"

bid\leafvac



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: May 23, 2012

TO: Mark C. Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Installation of Solar Pedestrian Signal at the Laduemont/Conway Rd. Intersection

The sidewalk phase of the Conway Road Resurfacing Project is nearly complete, and the entire project (sidewalk and roadway) is on pace to be completed in early June on schedule. As the project has progressed, City staff has received calls requesting information or clarification about the flashing beacons proposed at the intersections of Conway Road with Laduemont/Sheffield Estate and Williamsburg/Balcon Estates. The current discussion concerns the City's options with regard to the flashing yellow beacons proposed to highlight the pedestrian crosswalk at Laduemont/Sheffield Estate, specifically the implications of removing these lights from the project.

History

During the original Conway Rd. Sidewalk Project in 2002 there was significant interest to add a pedestrian crosswalk signal at the Laduemont/ Conway intersection. This recommendation was made due to the sidewalk alignment crossing from the south side of Conway to the north side of Conway at an uncontrolled intersection. The city's consultant researched the purchase and installation of this type of device and found the only effective equipment available at the time was a standard signal pole and head which must be hard wired with buried cable and connected to the Ameren U. E. supply lines. Unfortunately the cost to install this pedestrian safety equipment did not fit in the project budget thus it was eliminated from the project.

Since that time, city staff has made an effort to either eliminate mid block pedestrian crossings, move them to an intersection with a traffic signal or stop sign, or place a pedestrian crosswalk signal at the crossing when improving urban collectors or minor arterial roads in Creve Coeur.

Urban collectors and minor arterials are roads with a higher volume of traffic which convey motorists from residential areas to major collectors and highways such as Olive, Hwy. 141, I-270, I-64, etc. Due to the volume of traffic using urban collectors and minor arterials, East West Gateway has identified these roads to qualify for federal funding assistance when constructing major improvements.

Since 2006, Public Works staff has embarked on an aggressive federal grant application program to secure federal funding to resurface our urban collectors and minor arterials. As part of these grant applications, staff has included pedestrian upgrades which are designed to improve the safety of the sidewalk system and gain compliance with the current ADA standards. Through these grant opportunities or general maintenance/improvement projects, staff has been able either eliminate or move several mid block pedestrian crossings to controlled intersections.

For example, the City recently removed the crosswalk that was on Ladue Road in front of Westminster Christian Academy. This mid-block crosswalk led to an area without a sidewalk and had no protection from either a signal or a stop sign. For these reasons, the crosswalk was determined to be inappropriate. Pedestrians were directed to use the signalized crossing at Graeser Road approximately 500 feet away. The City has considered re-instating this crosswalk as part of a project that includes new sidewalk and a flashing yellow beacon similar to that proposed for Conway Road.

On the other hand, there are locations where moving the crossing is either impractical or impossible. While constructing improvements on Spoede Rd. as part of a recent grant project, there was an uncontrolled location where the sidewalk path went from the east side of the street to the west side. Moving the pedestrian crossing to a controlled intersection did not make sense, because the nearest controlled intersection was too far away and did not have a sidewalk on the opposite side of the street. Staff recommended and installed a solar-powered pedestrian crosswalk signal of the same type as that proposed for Conway Road, and this has functioned well. See attached photo.

Conway Overlay Project Description

In 2009, city staff pursued and secured a STP grant to overlay the Conway Road, correct several drainage issues, and improve the sidewalk system by replacing the asphalt pedestrian path with a 5-foot wide concrete sidewalk as well as replacing a number of existing ADA ramps to meet the current ADA standards. As part of these improvements, a solar powered blinking red light was planned at the Williamsburg/Balcon Estates/ Conway intersection, and a pedestrian-activated, solar powered yellow crosswalk light was planned at the Laduemont/Sheffield/Conway intersection.

The blinking red light at the Williamsburg/Balcon Estates/ Conway intersection was recommended to call attention to the stop signs in response to complaints of motorists running the stop signs. Coincidentally, this is the location where the sidewalk path changes from the north side of Conway to the south side of Conway.

As you move west, the sidewalk remains on the south side of Conway for approximately a mile where it changes back to the north side at Laduemont/Sheffield/Conway intersection. Conway traffic is uncontrolled at this intersection and the nearest 4-way stop intersection is Mason Rd. over 1,000 feet away. A solar powered crosswalk light, which remains dark and activates only when a pedestrian presses the button, was recommended at this location to draw attention to the crosswalk. The model specified for this location matches the one used on Spoede Rd. except the poles are black powder coated. (See Spoede photo).

Project Planning and Design

As early as November of 2010, residents along the project, as well as trustees of the subdivisions along Conway Rd., received a series of letters regarding survey work, design and then construction updates. These letters also invited them to contact staff to view the plans and see how the project would affect their properties. An article also appeared on the front page of the June/July 2011 Newsletter discussing the project and inviting residents to contact staff. In addition, a detailed report on the project was submitted and presented to the Planning and Zoning Commission on July 17, 2011 (see attached report).

Project Construction

Construction of this project began in early April 2012. The contractor started by replacing sidewalk on the eastern end of the project near the I-270 under pass and worked westward. Once the construction began staff received an e-mail from the property owner at 12345 Conway Rd. who had concerns about the flashing red beacon planned for the Williamsburg/Balcon Estates/Conway intersection. His concerns included the light may cause a visible disruption to property owners in close proximity to the intersection and they would also take away from the character of Conway Rd. Staff reviewed these concerns and determined that the solar powered light has a built-in shade and would not cast light on his house and the safety value of the light warning motorists of the stop sign would help reduce car accidents and protect pedestrians.

As the project construction moved to the west staff received another call from a trustee of Sheffield Estates requesting the elimination of the proposed solar powered pedestrian signal scheduled to be erected for the Conway pedestrian crossing at the Laduemont/Sheffield/Conway intersection. The trustee stated that he and the other trustees felt that the installation of this light would affect the look of Conway Rd as well as cause a negative impact on property values.

City staff contacted the trustees of Ladue Conway Estates Subdivision to get their input regarding the installation of the pedestrian light. They responded that they feel the lights are unnecessary and would detract from the appearance of their subdivision entrance and therefore are opposed to the pedestrian crosswalk signals.

Options

Option 1 - The installation of the pedestrian crosswalk beacons was approved by East West Gateway and MoDOT as part of the project which makes it eligible for 80% reimbursement. This being said, if they are installed the cost to the city will be \$3,200

Option 2 - Due to the project being this far along, it will not be easy to eliminate the pedestrian cross walk signals, however it can be done. The contractor, N. B. West, has already received the equipment and the city will need to either purchase the lights as planned (minus the installation) for \$11,000-\$13,000 with the intent of using the beacons elsewhere in the city. If the City pursues having N. B. West return the equipment to the manufacturer for restocking, we could expect a shipping and restocking fee as well as it could cause the contractor to fall short of meeting their Disabled Business Enterprise (DBE) goal for the project which could result in penalties assessed against the contractor. As you may have imagined, none of the costs discussed above in Option 2 are eligible for reimbursement through the federal grant.

Summary

Although the installation of flashing beacons at this location is above the MUTCD minimum safety standard, it is a pedestrian safety improvement that was identified by the city a number of years ago and has been used at another similar location in the city. On the other hand, representatives of property owners in the area don't feel that there is enough of a safety concern to warrant the installation of the crosswalk signal and are equally concerned with the effect it may have on the appearance of the neighborhood. Public Works staff is requesting Council to provide guidance on this issue regarding which option to pursue.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 13, 2011

TO: Creve Coeur Planning and Zoning Commission

CC: Paul Langdon, AICP, Director of Community Development
Jim Heines, Director of Public Works

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

SUBJECT: Conway Road Resurfacing Project
Mason Road to Interstate 270 Overpass

City staff is in the process of developing design plans for various roadway and sidewalk improvements to Conway Road between Mason Road and the Interstate 270 overpass. These plans are in support of a capital improvement project that is receiving up to 80% reimbursement of construction costs through a federal Surface Transportation Program (STP) grant.

Proposed Improvements

The scope of the project can be divided into two aspects for the project limits: 1.) roadway resurfacing, and 2.) sidewalk replacement and improvements.

Roadway resurfacing. The top two (2) inches of the existing asphalt pavement will be removed and replaced along the entire project limits. Some regrading will occur at Bal Arbor Lane and at Conway Wold Byway to improve known drainage concerns, but Conway will otherwise be changed little from the existing profile and grade. No expansion or widening of the roadway is planned through this project.

Sidewalk improvements. All of the asphalt pathway along the Conway Road project limits will be replaced with a standard, five-foot-wide concrete sidewalk. New handicapped-accessible curb ramps will be constructed at all intersections so to comply with the requirements of the Americans with Disabilities Act (ADA). Pedestrian-activated flashing signals will be introduced to highlight the crosswalks at Laduemont Drive and at Williamsburg Road/Balcon Estates Drive. Finally, the shoulder area along the north side of Conway Road beneath the Interstate 270 overpass will be converted into a designated pedestrian walkway through resurfacing, the replacement of the concrete barriers with decorative fencing, and the introduction of an eight-inch-tall vehicle barrier along the side of the road.

Project Funding and Cost Estimate

Funding for the current proposal was made available by the Creve Coeur City Council as part of the FY2012 budget and has been selected to receive up to 80% reimbursement of the construction costs through a federal STP grant.

The estimated cost of the proposed project is approximately \$730,000.00. Assuming this figure as the project's budget, the STP grant would reimburse approximately \$584,000.00 of construction costs, leaving the City's share of the costs at about \$146,000.00.

Project Schedule

The proposed sidewalk improvements are anticipated to begin in the fall of 2011 with the asphalt resurfacing to occur in late spring 2012.

Construction Approval

City staff seeks the Commission's approval or disapproval to proceed with the construction of the current proposal for improvements to Conway Road. According to Section 89 of Missouri state law, the City must obtain the approval of such development of public property from the Planning and Zoning Commission prior to the commencement of work.

The Conway Road design proposal still awaits final approval from the Missouri Department of Transportation (MoDOT), the agency administering the STP program in the St. Louis area. This is anticipated to be granted by the end of August 2011.

Award of the construction contract for the project will be brought before the Creve Coeur City Council for their review and approval, likely in September 2011.

A sample motion would be as follows:

I move to (approve/approve with conditions/disapprove) the improvements to Conway Road as currently proposed and as required by Section 89 of Missouri state law.

The Commission's options with regard to the current proposal are to approve, disapprove, or approve with conditions.



From: Jerry Ritter
Sent: Monday, May 21, 2012 1:07 PM
To: 'jheines@ci.creve-coeur.mo.us'; 'scott.saunders@hdp.com'; 'rhoades.jenne@yahoo.com'
Cc: 'mthomas@hdp.com'
Subject: FW: Conway Road Sidewalk Project

This message will confirm Mr. Thomas' email note to you that the three Trustees of Sheffield Estate Subdivision fully support the opinion expressed in his email to you earlier today regarding the installation of flashing beacons at the crosswalks at Laduemont/Sheffield Estate. We have discussed this matter with many of our residence and they are unanimous in opposing the installation of the flashing beacons at the crosswalks at Laduemont/Sheffield Estate.

For the Trustees of Sheffield Estate

Jerry Ritter

From: "Thomas, Michael" <mthomas@hdp.com>
To: 'Scott Saunders' <scott.saunders4@yahoo.com>; Arnie Troy <Atroy851@yahoo.com>; "p-cclaims@sbcglobal.net" <p-cclaims@sbcglobal.net>
Cc: Jeanne Rhoades <rhoades.jeanne@yahoo.com>
Sent: Monday, May 21, 2012 9:40 AM
Subject: RE: Conway Road Sidewalk Project
Mr. Saunders,

Yes, we have all discussed and are unanimous in our opinion. I believe the Sheffield Manor trustees are unanimous as well.

Our of our trustees, who lives on the corner of Conway and Laduemont, mentioned he is not aware of any pedestrian safety issue at this location in the past thirty years.

On behalf of the residents of Ladue Conway Estates (and the residents of Sheffield Manor too), many thanks to you and Ms. Rhoades for your assistance with this important issue.

Best regards,
Mike Thomas



Michael J. Thomas | Partner, Attorney at Law
O | 314.446.7640 M | 314.503.9506
Patent, Trademark & Copyright Law

From: Scott Saunders [<mailto:scott.saunders4@yahoo.com>]
Sent: Monday, May 21, 2012 8:40 AM
To: Thomas, Michael; Arnie Troy; p-cclaims@sbcglobal.net
Cc: Jeanne Rhoades
Subject: Re: Conway Road Sidewalk Project

Mr. Thomas:

I would be happy to follow up together with Jeanne on this with the City...thanks for providing us with the documentation of the discussion to this point below.

Just to clarify...I assume based on the cc: inclusion of the other two Trustees from your subdivision that you have all discussed and are unanimous in your opinions on this concern as a Board of Trustees?

Regards,

Scott Saunders
Ward 4 City Council

From: "Thomas, Michael" <mthomas@hdp.com>
To: "ssaunders@ci.creve-coeur.mo.us" <ssaunders@ci.creve-coeur.mo.us>; "jrroad@ci.creve-coeur.mo.us" <jrroad@ci.creve-coeur.mo.us>
Cc: "Arnie Troy (atroy851@yahoo.com)" <atroy851@yahoo.com>; "p-cclaims@sbcglobal.net" <p-cclaims@sbcglobal.net>
Sent: Monday, May 21, 2012 7:55 AM
Subject: FW: Conway Road Sidewalk Project

Dear Mr. Saunders and Ms. Rhoades,

Please see the emails below regarding the proposed crosswalk beacon at the entrances to Sheffield Manor and Ladue-Conway Estates.

We would greatly appreciate anything you can do to ensure the proposed crosswalk beacons are not installed as originally planned.

Thank you.

Mike Thomas
Trustee, Ladue-Conway Estates



Michael J. Thomas | Partner, Attorney at Law
O | 314.446.7640 M | 314.503.9506
Patent, Trademark & Copyright Law

From: Thomas, Michael
Sent: Monday, May 21, 2012 7:43 AM
To: 'jheines@ci.creve-coeur.mo.us'; 'atroy851@yahoo.com'
Cc: p-cclaims@sbcglobal.net; Perkins, Mark C.; Wohlberg, Matt
Subject: RE: Conway Road Sidewalk Project

Mr. Heines,

Thank you for soliciting our input on this important issue for our subdivision.

We are unaware of any pedestrian safety incidents at the Conway entrance to our subdivision and, therefore, do not believe the proposed beacons are necessary. We also believe the proposed beacons would be unattractive at the entrance to our subdivision. For these reasons, we are opposed to the proposed beacons.

We understand the trustees of Sheffield Manor are also opposed to the proposed beacons.

In view of the above, we assume the proposed beacons will not be installed. Please let us know, however, if any further questions remain.

Thank you.

Mike Thomas



Michael J. Thomas | Partner, Attorney at Law
O | 314.446.7640 M | 314.503.9506
Patent, Trademark & Copyright Law

From: "Heines, Jim" <jheines@ci.creve-coeur.mo.us>
To: "mthomas@hdp.com" <mthomas@hdp.com>; "Atroy851@yahoo.com" <Atroy851@yahoo.com>; "p-cclaims@sbcglobal.net" <p-cclaims@sbcglobal.net>
Cc: "Perkins, Mark C." <MPerkins@ci.creve-coeur.mo.us>; "Wohlberg, Matt" <mwohlberg@ci.creve-coeur.mo.us>; "Christensen, Jaysen" <JChristensen@ci.creve-coeur.mo.us>
Sent: Wed, May 16, 2012 10:50:05 AM
Subject: Conway Road Sidewalk Project
Good morning,

As you may be aware the city is currently constructing new concrete sidewalk in place of the asphalt path along Conway Rd between The I-270 Overpass and Mason Rd. In addition we are replacing the ADA ramps throughout the project limits to meet the current standard. As another pedestrian safety element of the project there is a solar powered crosswalk beacon planned for the Conway/Laduemont pedestrian crossing where the sidewalk path changes from the north to south side of Conway Rd.

As previously mentioned, the beacon is solar powered that will remain dark and display a yellow flashing light only when the push button is activated by a pedestrian who would like to cross Conway Rd. The poles and signal heads will be painted black to help blend in with the surroundings. Please see the attached photo.

City staff would like to hear from the Trustees of the Ladue Conway Estates Subdivision whether this is a pedestrian safety improvement that the residents of your subdivision support.

The city's contractor is currently working in your area and we hope to hear from soon as not to delay the completion of sidewalk construction.

Sincerely,

Jim Heines
Director of Public Works
City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141