

Table of Contents

Agenda	3
Council Minutes dated November 12, 2012	
Minutes dated November 12, 2012	8
Resolution No. 1029 - Approval Of Distribution Of Domestic Violence Funds For The Year 2013	
Resolution No 1029	17
Staff report 11 26 2012	18
Resolution No. 1030 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Don Brown Chevrolet For The Purchase Of A 2013 Chevrolet 2500 Crew Cab Pickup Truck For An Amount Of \$25,214.00.	
Resolution No 1030	21
Staff Report - Pickup Truck Purchase	22
Don Brown Proposal and Trade-in Value	24
Resolution No. 1031 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract Increase With M & H Concrete Contractors, Inc. For The 2012 Concrete Pavement Replacement Project For The Amount Of \$31,846.70.	
Resolution No 1031	29
Concrete Program Change Order #2 - Draft Change Order	30
Concrete Program Change Order #2 - Staff Recommendation	31
For Information Only	
Report, Bills Payable, 11-19-12	33
Bill No. 5400 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 2nd Day Of April, 2013, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. Final Reading and Passage	
Bill No. 5400	61
Petition Form	63
Nomination Form	66
Bill No. 5401 - An Ordinance Establishing The Time For Use Of Escrowed Funds For Construction Of A Bus Shelter In Connection With The CVS Pharmacy Conditional Use Permit And Site Development Plan Approved By Ordinance No. 5105. First Reading	
Bill No 5401	67
Staff Report	70
Public Hearing Transcript	74

P&Z Minutes Excerpt from November 19, 2012.	79
Chair letter	81
Bill No. 5402 - An Ordinance Authorizing The Execution Of An Agreement Between The City Of Creve Coeur And The City Of University City Authorizing Reciprocal Resident Rates For The Creve Coeur And University City Golf Courses. First Reading	
Bill No 5402.	82
Exhibit A - Agreement 11 26 2012	83
Staff report - 11 26 2012	85
Bill No. 5403 - An Ordinance Amending Sections 240.020, 240.030 And 240.040 Of The Creve Coeur Code Of Ordinances Pertaining To Miscellaneous Recreational Fees. First Reading	
Bill No 5403.	86
Staff report 11 19 2012	93
Current & proposed fee comparison spreadsheet 11 19 2012.	94
Letter of support from Parks Committee Chair 11 19 2012.	97
Appointments to the Horticulture, Environment and Beautification Committee, Building Code Board of Appeals, Employee Pension Fund Board and Parks and Recreation Committee.	
Nominating Committee Minutes dated November 21, 2012.	98
Historic Preservation Ordinance	
Model Historic Preservation Ordinance	101
Parks & Recreation Sponsorship Program	
Staff memo 11 20 2012.	109
Sponsorship Program 11 09 2012	110
Olive Warson Life Sciences Corridor	
Proposal - AHC consulting	123
Frankel Report Aug 2012	130
Physical Abilities Assessment for Police	
PD Memo to CA for Fitness Standards	144
SLAPCA Physical Ability Test Professional Services Agreement	145
SLAPCA Physical Ability Test Participation Agreement.	152
Physical Fitness Assessments Policy.	154
CCPD Job Task Test	160
Stop Sign/Street Name Sign Replacement Program	
Stop Sign Replacement Program Report	162
Photo of Existing Sign.	164
Photo of Proposed Sign.	165
Sales Tax Sharing in St. Louis County	
Fenton letter dated October 23, 2012.	166
St. Louis County Muni League report 11-12	167



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, November 26, 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

However, the regularly scheduled meeting for Monday, December 10, 2012 will begin at 7:30 p.m. due to an extended worksession.

1. CONSENT AGENDA

a. Council Minutes dated November 12, 2012

b. Resolution No. 1029 - Approval Of Distribution Of Domestic Violence Funds For The Year 2013

Summary: The Municipal Court is authorized to assess a fee of \$2 to each defendant who pleads guilty or is found guilty, on criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered persons. It is proposed to distribute collected funds equally among the six applicants for 2013.

c. Resolution No. 1030 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Don Brown Chevrolet For The Purchase Of A 2013 Chevrolet 2500 Crew Cab Pickup Truck For An Amount Of \$25,214.00.

Summary: The purchase of this Work/Foreman's truck will replace a 2004 Chevy Silverado 2500 4WD regular cab truck. It will be assigned to one of



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 26, 2012
7:30 PM

our Street Foreman who will use it as a utility and supply truck for paving projects as well as a Foreman's truck.

- d. **Resolution No. 1031 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract Increase With M & H Concrete Contractors, Inc. For The 2012 Concrete Pavement Replacement Project For The Amount Of \$31,846.70.**

Summary: City staff recommends additional funds for the current concrete replacement project to be used for curbing replacement along Chasselle Lane. Chasselle is projected to be partially reconstructed next spring and summer, and the current proposal would substantially complete the concrete replacement needs for Chasselle.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 19, 2012 in the amount of \$87,301.12 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5400 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 2nd Day Of April, 2013, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. Final Reading and Passage**

Summary: Annual ordinance to allow the City to hold an election in April.

NEW BUSINESS

3. **Bill No. 5401 - An Ordinance Establishing The Time For Use Of Escrowed Funds For Construction Of A Bus Shelter In Connection With The CVS Pharmacy Conditional Use Permit And Site Development Plan Approved By Ordinance No. 5105. First Reading**



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 26, 2012
7:30 PM

Summary: City staff is requesting a change to the CVS Pharmacy CUP that would extend the time period for use of the escrowed funds for construction of an artist-designed bus shelter from September 30, 2013, to December 31, 2015. This is due to previously unknown utility easement conflicts and changes with the selected artist.

4. Bill No. 5402 - An Ordinance Authorizing The Execution Of An Agreement Between The City Of Creve Coeur And The City Of University City Authorizing Reciprocal Resident Rates For The Creve Coeur And University City Golf Courses. First Reading

Summary: In order to increase play and revenue at both courses, the two cities have operated under a temporary agreement over the past year allowing residents from either city to play at the other city's course at residents rates. The attached ordinance and agreement would formalize this agreement and allow it to continue indefinitely until terminated by either party upon 15 days written notice.

5. Bill No. 5403 - An Ordinance Amending Sections 240.020, 240.030 And 240.040 Of The Creve Coeur Code Of Ordinances Pertaining To Miscellaneous Recreational Fees. First Reading

Summary: The City has periodically raised fees for recreational services in order to offset rising operating costs while also appropriately pricing its services within the regional market. The proposed ordinance would amend miscellaneous fees for recreation programs and facility rentals accordingly.

APPOINTMENTS

6. Appointments to the Horticulture, Environment and Beautification Committee, Building Code Board of Appeals, Employee Pension Fund Board and Parks and Recreation Committee.

Summary: Nominating Committee met on Wednesday, November 21, 2012 to make appointment recommendations to the Council.

7. Citizen of the Year 2012

Summary: Nominating Committee met on Thursday, November 21, 2012.



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 26, 2012
7:30 PM

BUSINESS FROM THE MAYOR and CITY COUNCIL

8. Community Foundation

Summary: Council Member D'Alfonso has requested discussion of this matter. The City of Clayton has formed a similar foundation, link: http://www.claytonmo.gov/Resident/Clayton_Century_Foundation.htm

9. Historic Preservation Ordinance

Summary: Council Member Nealey has requested discussion of this matter.

BUSINESS FROM CITY ADMINISTRATOR

10. Parks & Recreation Sponsorship Program

Summary: Currently, Parks & Recreation can accept donations for events and activities under Section 130.070(C) of the City Code which governs donations. Staff wishes to discuss a proposed Sponsorship Program wherein potential sponsors would have the opportunity to provide monetary or in-kind sponsorships in exchange for the opportunity to connect their business with participants in the City's Parks & Recreation events and activities.

11. Olive Warson Life Sciences Corridor

Summary: The city continues to work with St. Louis County Economic Council, Danforth, BRDG Park and Monsanto to develop a life science corridor in the area between Lindbergh and Warson. Staff will provide an update on this effort.

12. Physical Abilities Assessment for Police

Summary: Currently, it is the policy of the Police department that all Officers shall participate in all Department Assessments of Physical Abilities to Perform the Essential Job Functions and other physical fitness awareness activities. Officers must be able to satisfactorily complete the Department "Assessment of Physical Abilities to Perform the Essential Job Functions". This process would provide validation for the physical assessment and has been upheld in several court cases. The expense required from the City would be approximately \$3,250.00.



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 26, 2012
7:30 PM

13. Stop Sign/Street Name Sign Replacement Program

Summary: A presentation regarding a proposed stop sign / street name sign replacement program will be made. The program suggests more visible signage and safer, breakaway-style poles per national traffic safety standards.

14. Sales Tax Sharing in St. Louis County

Summary: City officials received a letter from the Mayor of Fenton, Dennis Hancock, requesting participation in a joint lobbying effort to amend state law whereby all cities in St. Louis County would be "point of sale", and sales tax revenue would not be shared with other cities in the county.

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 11/21/12

Deborah Ryan, MPCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, November 12, 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, November 12, 2012.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 641 led the Pledge of Allegiance and presented the flags during the meeting.

INVOCATION

Seth Warner Cantor at Congregation Shaare Emeth gave the invocation.

ROLL CALL

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

* - Council Member Kreuter was absent.

COMMENTS FROM THE GENERAL PUBLIC

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

No one requested to speak. The Mayor thanked the Scouts and American Legion representatives for being present in recognition of Veteran's Day.

ACCEPTANCE OF AGENDA

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

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

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

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

However, the regularly scheduled meeting for Monday, November 26, 2012 will begin at 7:30 p.m. due to review the draft Storm Water Master Plan.

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5399 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project Agreement With The Missouri Highways And Transportation Commission To Enable The City To Construct The Coeur De Ville Lane Overlay Project. Final Reading**

City Clerk read Bill No. 5399 for the final time.

2. CONSENT AGENDA

Council Member D'Alfonso moved, seconded by Council Member Wang to approve the Consent Agenda as presented.

- a. Council Minutes dated October 22, 2012**
- b. Bill No. 5399 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project Agreement With The Missouri Highways And Transportation Commission To Enable The City To Construct The Coeur De Ville Lane Overlay Project. Final Passage**

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5399 becomes Ordinance No. 5281.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 6, 2012 in the amount of \$704,698.09 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5397 - An Ordinance Amending Ordinance Number 5108 To Allow For A New Multi-Tenant Real Estate Sign Located At 555 North New Ballas Road In The "CB" Core Business District. Final Reading and Passage

City Clerk read Bill No. 5397.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5397, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5397 becomes Ordinance No. 5282.

4. Bill No. 5398 - An Ordinance Amending Section 315.010 and 315.140 of the Creve Coeur Code of Ordinances Regarding Traffic Signals and Public Safety at Intersections. Final Reading and Passage

City Clerk read Bill No. 5398 for the final time.

Council Member Kistner moved, seconded by Council Member Rhoades to approve Bill No. 5398.

Council Member Hoffman stated he has received emails from some resident that are opposed to the continuation of the red light program.

Mark Perkins reminded Council that there would be a bidding process for a new service contract.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

Council Member Rhoades stated at the last meeting Chief Eidman made some very valid points that there has been an increase on some red light violations nationwide and there is an increased risk from texting while driving. Distracted driving has become a serious problem and it will continue. She indicated she supports the program as an effort to let people know they need to pay more attention.

Mayor Glantz called the question, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5398 becomes Ordinance No. 5283.

NEW BUSINESS

- 5. Bill No. 5400 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 2nd Day Of April, 2013, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. First Reading**

City Clerk read Bill No. 5400 for the first time.

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 6. Disturbance of Funeral and Burial Services**

Council Member Nealey stated she would like the Council to consider passing an ordinance prohibiting disturbances at funeral and burial services.

Council Member Hoffman stated he supports the draft ordinance.

Council Member Kistner asked if the City Attorney has reviewed the City of Manchester's ordinance.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

Carl Lumley stated there is a draft of the ordinance in the Council packet and the difference from the Manchester ordinance is that he added the requirement that a violation must be a “knowing” disturbance.

Council Member Nealey stated this will be coming forward at the next meeting for consideration by Council.

BUSINESS FROM CITY ADMINISTRATOR

7. Strategic Planning

Mark Perkins stated the FY12-13 budget allocates \$20,000 to contract a professional facilitator to assist the Council and staff in developing a strategic plan with goals and objectives to provide direction to the City for the coming three to five years. The Mayor, Council President, City Administrator, and Assistant to the City Administrator interviewed three facilitators on October 31, 2012. Council and staff have held work sessions each January over the past four years to discuss annual goals. These meetings have been productive and informative; however, goals have generally focused only on short-term department-specific goals as opposed to multi-year strategic goals set by the Mayor and City Council in collaboration with staff and other stakeholders. A strategic planning process would identify specific goals and objectives shared among stakeholders that could be accomplished in a defined multi-year period such as over three to five years. The City last went through a similar process in the early 1990s when a community visioning exercise was undertaken. Additionally, the City undertook an extensive process in 2002 when it created a new Comprehensive Land Use Plan, which includes broad goals and strategies to provide community direction in areas such as land use, parks, and transportation. The FY12-13 budget document also identifies annual department goals and objectives and ties these goals to the broad goals of the 2002 Comprehensive Plan. The City also conducted community surveys in 2005, 2008, and 2011 to gather information about how citizens view city services and what types of future improvements they would like to see in the city. These surveys will be useful in developing goals and objectives for the strategic plan. Each of the three consultants interviewed has experience with assisting municipalities in the St. Louis region with strategic planning; however, it was felt that Shockey Consulting would be most effective at engaging our City Council and staff and that Shockey would provide the most useful end product, including establishing accountability by incorporating performance measures tied to goals and objectives. Shockey's proposed fee of \$15,000 is within budget. The following timeline proposes a three-month process, which is somewhat aggressive considering the holidays; however, it is realistic if the meetings can be scheduled on or around the proposed dates. The proposed process would finish by early February with a finalized report by no later than early March.

1. November 16 – Pre work session survey distribution
2. December 10 – Presentation of survey results to City Council
3. Week of December 17 (or any time before Christmas) – Council Work Session I
4. Sometime between Christmas and January 15 – Council Work Session II
5. Sometime between after Council Work Session II and end of January - Staff work sessions I and II
6. Draft report to City Council could be February 11 or February 25
7. Final report in early March



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

Council Member Nealey asked what a professional planner would bring to the process that would enhance professional staff.

Mark Perkins stated the facilitator would be independent of the views of the participants and would have expertise in increasing the productivity of such discussions.

David Caldwell resident of 257 Brooktrail Court stated he agrees with the question made by Mrs. Nealey and has every confidence in professional staff to do a thorough Comprehensive Plan. Mr. Caldwell stated this aggressive timeline could detour staff's attention and energy from the Comp Plan and the Financial Plan that need to be created and suggested waiting until the middle of next year and revisit.

Council Member Saunders stated he agrees with the proposed time line but detouring from the Comp Plan is not the case since that will be completed by the Planning and Zoning Commission.

Mark Perkins stated sometimes it gets down to when it is ever a good time to do a project like this, but feels this is a good time to complete this process ahead of the budget process. This will overlap on some other processes but there are always a lot of different issues going on. Staff chose this time of year ahead of the budget process so we can look at where we are going.

Council Member D'Alfonso asked is the proposed timeline enough time to get feedback from all the committees.

Mark Perkins stated staff will send out a written survey and give a two week time frame for return.

Council Member D'Alfonso asked if the Chamber would be involved.

Mark Perkins indicated that it could be and asked what part of the Chamber should be invited to participate, Board, Member, etc. The Economic Development Commission is a good adaptation of the business community and that Commission has a Chamber Member on it.

Council Member Rhoades stated she is really struggling with the aggressive timeframe.

Council Member D'Alfonso asked with the proposed timeline is that enough time.

Beth Quindry of Shockey Consulting spoke to various questions from Council.

Council Member Kistner moved, seconded by Council Member Hoffman to endorse the plan for a Professional Strategic Planner with the understanding that if Council or staff is feeling too rushed under the proposed deadline that they will stop and reevaluate the deadline and revise, with the vote upon such motion being as follows, to-wit:



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

Council Member Hoffman – Aye
Council Member Saunders - Aye
Council Member Nealey – Aye
Council Member Kistner – Aye
Council Member Rhoades – abstain (deferred to staff)
Council Member D'Alfonso – Aye
Council Member Wang - Aye

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

8. City Council Meeting Schedule for Remainder of 2012

Mark Perkins stated since the second regularly scheduled meeting of the Council falls on December 24th he would like to move it to Tuesday, December 18 and schedule a work session from 6 – 9 p.m. for strategic planning session with the Council. On Monday, December 17 there is still a Planning and Zoning meeting scheduled for that date.

Council Member Hoffman moved, seconded by Council Member Kistner to cancel the Monday, December 24 Council meeting and replace it by a work session on Tuesday, December 18, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Rhoades stated she is unable to attend the work session now schedule for Tuesday, December 18.

9. Staff report on the status of the Middlebrook and Chilton Culvert Rehabilitation Projects.

Jim Heines stated the final design plans for the rehabilitation of drainage culverts beneath Middlebrook Lane and Chilton Lane are nearly complete. Jim Heines stated engineering design found that the existing culverts beneath Middlebrook Lane and Chilton Lane were of insufficient size and of such poor condition that the initial plan for modifications to these culverts could no longer be possible. The alternative was to replace the culverts, and the cost of this scope of work is far greater than the anticipated maintenance. The Capital Improvement Fund identifies \$125,000 for the repair of these two culverts, but the final design estimate for these culverts to be replaced is approximately \$337,000. Of the two culverts, the culvert beneath Chilton Lane is



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

the most critical. This culvert has collapsed on the south side of the street, and the culvert is currently blocked by the debris. The collapse has also resulted in a significant hole adjacent to the south side of Chilton Lane that presents a potential hazard to motorists and pedestrians. The cost estimate for the replacement of the Chilton Lane culvert is approximately \$127,000.00. Considering that the Chilton Lane culvert is the higher priority repair of the two culverts and that the cost estimate for its replacement is generally in line with the current budget for the culvert projects, staff has recommended a phased approach for the culvert replacement projects, whereby the Chilton culvert would be replaced in early 2013 in the current (i.e. 2013) fiscal year and the Middlebrook culvert would be replaced during a future fiscal year. City staff presented the plans and the proposed phased approach for these culvert projects to the Planning and Zoning Commission at their meeting on November 5, 2012. The Commission made a positive recommendation to the City Council for the nature of the projects and the phased approach. The Commission also recommended that the Middlebrook culvert be addressed in the 2014 fiscal year.

Council Member Kistner asked if staff has heard from Middlebrook residents as they have from Chilton residents.

Jim Heines stated there was a public meeting held with the two groups back in August and at that time staff explained to the Middlebrook residents that there were serious and safety concerns with Chilton and that it would take precedence.

* - Council Member Rhoades left the Council Chambers at 8:36 p.m.

10. First Quarter FY 2013 Financial Analyses

Dan Smith stated the revenues for 2013 are decreased over those for the same time period in 2012. The decreases are primarily in the area of: Intergovernmental – These revenues are down by approximately \$91,000 due to decreased sales tax collections. The utility gross receipt revenues are lower for 2013. Electric Gross Receipts are down over \$459,000 for 2012. In addition, building permit revenues are lower than in FY 2012. This has been offset by the increase in occupancy permits. Staff anticipates revenues for 2013 to be less than originally budgeted. Given the significant surplus projected in the budget this revenue reduction should not have a significant financial impact on the General Fund for FY 2013. Dan Smith stated expenditures are currently anticipated to be at or below the original FY 2013 budgeted amounts. Dan Smith stated the enterprise fund revenues for FY 2013 are less than 2012. At the golf course greens fees and cart rental are down primarily due to the hot weather. At the Ice Arena the decrease seems to relate to a timing issue in payment of ice fees, especially for figure skating camp and contract hockey. Expenses in the 1st quarter are lower than in FY 2012. The decrease in expenses is evident at both the golf course and ice arena. Dan Smith stated capital fund revenues at this time staff anticipates revenues for the Capital Fund will be close to FY 2013 budget amounts and capital expenditures need to be increased for the following projects in FY 2013: energy efficiency retrofit, storm water master plan, Middlebrook storm sewers and



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, November 12, 2012
7:30 PM

Conway Road improvements. These were all FY 2012 projects which were not completed until FY 2013. The Fiscal Year 2012 was a good year.

Council Member Wang moved, seconded by Council Member Hoffman to adjourn at 8:50 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

RESOLUTION NO. 1029

APPROVAL OF DISTRIBUTION OF DOMESTIC VIOLENCE FUNDS FOR THE YEAR 2013

WHEREAS, Ordinance 2044, passed in January, 2000, authorizes the Municipal Court to assess a fee of \$2 to each defendant who pleads guilty or is found guilty, on all criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered persons, and

WHEREAS, the city issued a press release and mailed a copy to past recipients of funds soliciting applications for funding for the year 2013, and

WHEREAS, the city received applications from six (6) agencies as follows: ALIVE, Inc., Lydia's House, The Women's Safe House, Shalom House, The Sonlight Family Center, and SAWERAA.

WHEREAS, it is the recommendation of the City Administrator, that the allocation of funds for the year 2013 be equally distributed to the six (6) applicants.

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

1. Domestic violence funds shall be distributed equally to the six (6) agencies applying for funding.
2. This Resolution shall take effect from and after its adoption and execution.

Adopted this 26th day of November, 2012.

Barry Glantz, Mayor

ATTEST:

Deborah Ryan, MPCC, City Clerk



Memo

To: Mayor and City Council
From: Mark Perkins, City Administrator
Date: November 26, 2012
Re: Domestic Violence Shelter Court Fund Applications for 2013

According to Ordinance 2044, passed in January, 2000, the Municipal Court is authorized to assess a fee of \$2 to each defendant who pleads guilty or is found guilty, on all criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered persons.

Each September the City accepts applications for the domestic violence shelter court fund allocation for the next year. A press release was distributed August 27, 2012 to local media announcing the program and to the current and past recipients advising of the program.

Applications were received from six (6) area providers of shelter services for consideration of funding from the Domestic Violence Shelter Court fund. All of these organizations have been funded by the City in the past. The City funded each applying organization equally in 2012, consistent with past funding allocation decisions.

Each of the agencies has provided evidence of non-profit corporate status, a listing of the directors and trustees, a budget for 2013, a summary of services and an estimate of the individuals served. Organizations receiving prior funding are also required to submit the most recently completed audit.

ALIVE, Inc.

- Provides an emergency shelter program called "Nights of Safety."
- The organization estimates serving 1,811 adults and children in the St. Louis area including 15 adults and children from the City of Creve Coeur.
- Estimates revenue of \$251,590 and expenses of \$249,796

Lydia's House

- Provides transitional housing and support services for abused women and their children in a confidential location for a maximum of two years, providing a comprehensive family support services program.
- Fifty-three women and 72 children were housed in the program in the previous year. They cannot estimate the number of Creve Coeur residents served in the previous year.
- Estimates revenues of \$1,031,731 and expenses of \$973,842

SAWERRA

- The organization provides a 24-hour confidential help line, victim advocacy and crisis intervention, domestic violence education, education on cultural issues, support groups, and domestic violence sheltering for up to 30 days
- Estimates that over 50 individuals were served in the past year, five of which were Creve Coeur area residents.
- Estimates revenues of \$50,120 and expenditures of \$49,591.

Shalom House

- The organization provides shelter for and empowers homeless women, approximately 50% of whom are also victims of domestic violence. The organization also provides advocacy, counseling, legal assistance, transitional housing, transportation services, etc. for homeless women.
- Estimates total individuals served in past year to be 209 but cannot confirm how many were from Creve Coeur.
- Estimates revenues of \$1,455,578 and expenditures of \$1,411,796

The Sonlight Family Center

- The center presents classes in parenting skills, anger management for both adults and children, redirecting children's behavior, monthly parent support groups and homework assistance. They provide home child care for sick children so single parents may work and not lose income.
- Estimates total individuals to be served in 2013 at 200 individuals primarily from the Ritenour School District.
- Estimates revenues of \$34,000 and expenditures \$34,000

The Women's Shelter

- The center provides safety, shelter and protection from the threat of violence in their homes. They report nearly 85% of residents are from St. Louis County, with less than 1% from Creve Coeur.
- Estimated total individuals served in past year of 606 including one resident of Creve Coeur
- Estimates revenues of \$1,386,053 and expenditures of \$1,377,523

A Resolution is attached to allocate the funds for 2013. A suggested allocation for 2013 is equal distribution to the six applicants. Funds will be distributed in the first and third quarters of 2013.

Distributions from the fund to date:

1996	\$5,278
1997	\$3,991
1998	\$4,735
1999	\$4,993
2000*	\$6,223
2001	\$9,576
2002	\$13,083
2003	\$15,718
2004	\$16,881
2005	\$17,916
2006	\$14,446
2007	\$18,267
2008	\$18,264
2009	\$18,276
2010	\$18,068
2011	\$18,275
2012	\$19,169

*January 2000, the City Council authorized an increase in the fee from \$1.00 to \$2.00, Per Ordinance 2044.

c: Dan Smith, Finance Director

RESOLUTION NO. 1030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DON BROWN CHEVROLET FOR THE PURCHASE OF A 2013 CHEVROLET 2500 CREW CAB PICKUP TRUCK FOR AN AMOUNT OF \$25,214.00.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new truck is necessary to allow employees to provide valuable city services; and

WHEREAS, these goods have been competitively bid as required by the City of Creve Coeur Code of Ordinances; and

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

Section 1: The agreement between Don Brown Chevrolet and the City for the purchase of a 2013 Chevrolet Silverado 2500HD 4WD Crew Cab with an Aluminum Contractor flatbed body for \$25,214 after trade in of a 2004 Chevy Silverado Regular Cab 4WD with Snow Plow is hereby approved. The agreement as executed 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 26th day of November, 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 19, 2012

TO: Mark. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Purchase of a 2013 3/4-ton Crew Cab 4WD Pickup Truck with Aluminum Contractor Flat Bed Body

Public Works staff has obtained pricing for the purchase of a 2013 3/4-ton Crew Cab 4WD Pickup Truck with Aluminum Contractor Flat Bed Body through the Missouri Department of Transportation (MoDOT) cooperative purchase program. This item was competitively bid by MoDOT as required by City of Creve Coeur Ordinance.

The purchase of this truck will replace a 2004 Chevrolet Silverado Regular Cab 4WD pickup truck used by a foreman. The truck will be issued to one of our street foreman, but will be used as a working truck too. This is the reason we have requested an Aluminum Contractor Flat Bed Body.

<u>Item</u>	<u>Cost</u>
2013 3/4-ton Crew Cab 4WD Pickup Truck	\$26,939
Aluminum Contractor Flat Bed Body	<u>\$ 7,375</u>
Subtotal	\$34,314

<u>Trade in (2004 Chevrolet 2500 HD 4WD with Plow)</u>	<u>(\$9,100)</u>
Total	\$25,214

Staff researched the trade-in for the 2004 truck and found the average price to be between \$7,900- \$8,900. Staff feels that we are receiving a fare trade-in for the truck and should not take a chance at auction in hopes to receive a better value.

The state bid identifies Don Brown Chevrolet as a qualified vendor for the purchase of this truck. The FY 2013 CIP Equipment Purchase Fund identifies \$26,000.00 in account # 02-61-71-9516 for the purchase of a pickup truck.

The recommendation is to award this purchase of a Chevrolet 2013 3/4-ton Crew Cab 4WD Pickup Truck with Aluminum Contractor Flat Bed Body for an amount of \$25,214.00 (\$34,314 minus trade-in \$9,100) to:

**Don Brown Chevrolet
2244 Kingshighway
St. Louis MO 63110,
TNO: 314-772-1400**



2244 S. Kingshighway, St. Louis, Missouri 63110
 (314) 772-1400 / 772-1022 - Fax
dave@donbrownchevrolet.com

DATE: 10-29-2012

ATTN: City of Creve Couer
 Bill Kelly

RE: QUOTE

QTY:	DISCRIPTION:		
	2013 Silverado 4WD Crew Cab: per MO State Contract		
1	3yr/36,000 Bumper to Bumper Warranty		\$26,939.00
1	5yr/100,000 Power train Warranty		\$7,375.00
	Viking Bed Aluminum per specs (Attached)		
1	2004 Chevrolet 4wd pickup with snow plow		\$9,100
		Total after Options:	\$25,214.00

THANK YOU,
 PLEASE CALL WITH ANY QUESTIONS

DAVID HELTERBRAND
 314-772-1400 EXT 155
 Fleet Department Manager
Donbrownfleet.com

This quote is good for 30 days

SELECTED MODEL & OPTIONS**SELECTED MODEL - 2013 Fleet/Non-Retail CK20743 4WD Crew Cab 153.7" Work Truck**

<u>Code</u>	<u>Description</u>
CK20743	2013 Chevrolet Silverado 2500HD 4WD Crew Cab 153.7" Work Truck

SELECTED VEHICLE COLORS - 2013 Fleet/Non-Retail CK20743 4WD Crew Cab 153.7" Work Truck

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2013 Fleet/Non-Retail CK20743 4WD Crew Cab 153.7" Work Truck**CATEGORY**

<u>Code</u>	<u>Description</u>
BODY CODE	
E63	PICKUP BOX, <i>Delete</i>
SUSPENSION PKG	
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY includes 35mm twin tube shock absorbers and 36mm front stabilizer bar (STD)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [513.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [513.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.) (STD)
TRANSMISSION	
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)
GVWR	
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine. Not available on CC20903 or CK20943 models.)
AXLE	
GT4	REAR AXLE, 3.73 RATIO
PREFERRED EQUIPMENT GROUP	
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Page 2

SELECTED MODEL & OPTIONS**SELECTED OPTIONS - 2013 Fleet/Non-Retail CK20743 4WD Crew Cab 153.7" Work Truck****CATEGORY**

<u>Code</u>	<u>Description</u>
WHEELS	
PYN	WHEELS, 17" (43.2 CM) STEEL (Includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered.) (STD)
TIRES	
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL
PAINT SCHEME	
ZY1	PAINT, SOLID
PAINT	
74U	VICTORY RED
SEAT TYPE	
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER MANUAL RECLINING with outboard head restraints and center fold-down armrest with storage (STD)
SEAT TRIM	
88V	DARK TITANIUM, VINYL SEAT TRIM (STD) (Vinyl seats require (BG9) Black rubberized vinyl floor covering)
RADIO	
UM7	AUDIO SYSTEM, AM/FM STEREO with seek-and-scan and digital clock (STD) (Not available with (U2K) SiriusXM Satellite Radio.)
ADDITIONAL EQUIPMENT	
VYU	SNOW PLOW PREP PACKAGE includes 10-amp power for backup and roof emergency light, forward lamp wiring harness, (TRW) Provision for cab roof mounted lamp/beacon, instrument panel jumper wiring harness for electric trailer brake controller, (NZZ) Skid Plate Package and increased Front Gross Axle Weight Rating (Requires 4WD models. Includes (KW1) 160-amp alternator with (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine. Includes (K76) dual 125-amp alternators with (LML) Duramax 6.6L Turbo Diesel V8 engine.)
TP2	BATTERY, AUXILIARY HEAVY-DUTY 600 COLD-CRANKING AMPS, MAINTENANCE-FREE (Not available with (LML) Duramax 6.6L Turbo Diesel V8 engine.)
KW1	ALTERNATOR, 160 AMPS (Included with (VYU) Snow Plow Prep Package when (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine is ordered. Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)
Z82	TRAILERING EQUIPMENT, HEAVY-DUTY includes trailering hitch platform and 2.6- inch receiver with 2" adapter, 7-wire harness (harness includes wires for: park lamps, backup lamps, right turn, left turn, electric brake lead, battery and ground) with independent fused trailering circuits mated to a 7-way sealed connector, wiring harness for after-market trailer brake controller (located in the instrument panel harness) and (JL1) integrated trailer brake controller (Also includes (G80) heavy-duty automatic locking rear differential on Retail Orders only. Not available with (ZW9) pickup box delete or (VF7) rear bumper delete.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Page 3

SELECTED MODEL & OPTIONS**SELECTED OPTIONS - 2013 Fleet/Non-Retail CK20743 4WD Crew Cab 153.7" Work Truck****CATEGORY**

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (With (E63) fleetside pickup box, included and only available with (Z82) heavy-duty trailering equipment. Available as a free flow option with (ZW9) pickup box delete.)
NZZ	SKID PLATE PACKAGE, FRAME-MOUNTED SHIELDS includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Not available on 2WD Models unless (Z71) Off-Road Suspension Package is ordered. Included with (Z71) Off-Road Suspension Package or (VYU) Snow Plow Prep Package.)
VXH	LPO, ASSIST STEPS, CHROMED TUBULAR, 6" OVAL (dealer installed) (Not available with (VXJ) 3" round tubular assist steps, LPO.)
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp. 30-amp nominal rating (Included with (VYU) Snow Plow Prep Package.)
SPECIAL EQUIPMENT OPTIONS	
5B5	WINDOWS, LOCKS AND MIRRORS, POWER WITH UPLEVEL DOOR PANELS ON A BASE TRIM LEVEL VEHICLE Provides power driver and passenger front side windows with uplevel door panels on a base trim level vehicle. Includes RPO (DL6) outside heated power-adjustable manual folding mirrors, RPO (AU3) power door locks and RPO (UQ3) speaker system. C/K***43-53 models include rear door power windows and locks. (Power mirrors can be upgraded to SEO (6P3) camper, power-adjustable glass, manual extendable, heated mirrors. (Remote Keyless Entry becomes optional on all models and SEO (AU0) Remote Keyless Entry must be ordered and priced if desired.)
6P3	MIRRORS, CAMPER, POWER-ADJUSTABLE GLASS, MANUAL EXTENDABLE, HEATED Alternative mirrors replacing mirrors that are standard with SEO (5B5) power windows, locks and mirrors on a base decor truck. Provides RPO (DPN) outside heated power-adjustable manual folding, manual extendable vertical camper mirrors consisting of 50 square inch flat mirror surface positioned over a 20 square inch convex mirror surface within a common head. Includes turn signals in mirror glass (Requires SEO (5B5) power windows, locks and mirrors. This option must be ordered and priced in addition to SEO (5B5).)

OPTIONS TOTAL

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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October 29, 2012 12:57:14 PM

Page 4



Viking-Cives Midwest, Inc.
 22956 Highway 61
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3540
 www.vikingcivesmidwest.com

QUOTATION

Quote ID: 60074

Page 1 of 1

Customer: Don Brown Chevrolet
 Contact: Helterbrand, David
 Address: 2244 S. Kingshighway Blvd
 St Louis MO 63110

Phone: 314-772-1400
 Fax: 314-772-1022

Quote Number: 60074
 Quote Date: 10/23/2012
 Quote valid until: 12/7/2012
 FOB: Morley, MO
 Lead Time:
 Salesperson: Daniel Wheeler

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	NPN DW56	7' 4" X 80" Aluminum Contractor Body 3/16" 5052 H34 Aluminum floors, inside tailgate, inside sides, rear post, and bulkhead 1/8" 5052 H34 Aluminum outside liners 5" Long sills .190 extruded aluminum channel 6061-T6 alloy L.E.D lights in rubber grommets and all sealed wiring harness 2" Receiver tube installed on 1/2" plate w/chassis supplied pigtail Installed complete on a 2013 Chevy 3/4 Ton Pickup - 6-1/2' bed Crew Cab	\$7,075.00	\$7,075.00
1	NPN	Deliver completed unit to Creve Ceour	\$300.00	\$300.00
			Quote Total:	\$7,375.00
			Discount:	\$0.00
			Total Due:	\$7,375.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ♦ Terms for established accounts, NET 30 days

RESOLUTION NO. 1031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT INCREASE WITH M & H CONCRETE CONTRACTORS, INC. FOR THE 2012 CONCRETE PAVEMENT REPLACEMENT PROJECT FOR THE AMOUNT OF \$31,846.70.

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, the 2012 Concrete Pavement Replacement Project was competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, M&H Concrete Contractors, Inc., submitted the lowest and best bid for the project and has a reputation for providing quality services;

WHEREAS, the City Council of the City of Creve Coeur approved funding for the 2012 Concrete Pavement Replacement Project, with a sum of \$ 452,967.00, through Resolution 1015 on July 9, 2012;

WHEREAS, the City Council of the City of Creve Coeur approved funding for Change Order #1 for the 2012 Concrete Pavement Replacement project, with a sum of \$ 124,906.50, through Resolution 1027 on October 8, 2012;

WHEREAS, City staff recommends additional funding for the 2012 Concrete Pavement Replacement Project for the replacement of curbing along Chasselle Lane in preparation for the up-coming roadway work there;

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

Section 1. The Contract change order between **M & H Concrete Contractors, Inc.**, and the City regarding the City's annual concrete pavement replacement program, attached hereto as "Change Order #2," with a **sum of \$ 31,846.70**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract change order. The Contract change order as executed shall be in substantially the form of "Change Order #2," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 26th day of November, 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan, City Clerk

CHANGE ORDER #2**2012 CONCRETE PAVEMENT REPLACEMENT PROJECT
CITY OF CREVE COEUR, MISSOURI**Date of Issuance: November 19, 2012 Effective Date: November 27, 2012Contractor: M&H Concrete Contractors, Inc.

The City hereby directs the Contractor to make the following changes to the Contract Documents.

Description of Change: The change in the Work involves the increased scope of work for concrete curb and gutter replacement on Chasselle Lane.

Reason for Change Order: Public Works deems the bid price for concrete curb and gutter low enough to take advantage of the necessary repairs on Chasselle Lane in preparation for next year's reconstruction.

Attachments: 1. Department of Public Works Memorandum dated Nov. 19, 2012.
2. Creve Coeur City Council Resolution **XXXX** that authorizes increasing the scope of work for this change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 452,967.00</u>	Original Contract Times Substantial Completion:..... <u>150 days</u> (days or dates)
Net changes from previous Change Orders (Number 1 to Number 1): <u>\$ 124,906.50</u>	Net changes from previous Change Orders (Number 0 to Number 0): <u>0 days</u> (days or dates)
Contract Price Prior to this Change Order: <u>\$ 577,873.50</u>	Contract Times prior to this Change Order: Substantial Completion:..... <u>150 days</u> (days or dates)
Net increase/(decrease) of this Change Order:..... <u>\$ 31,846.70</u>	Net increase/(decrease) of this Change Order: <u>0 days</u> (days or dates)
Contract Price with all approved Change Orders: <u>\$ 609,720.20</u>	Contract Times with all approved Change Orders: Substantial Completion:..... <u>150 days</u> (days or dates)

RECOMMENDED:**ACCEPTED:****APPROVED:**

By: _____
DIRECTOR OF PUBLIC WORKS
(Authorized Signature)

By: _____
CONTRACTOR
(Authorized Signature)

By: _____
CITY ADMINISTRATOR
(Authorized Signature)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 19, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Matt Wohlberg, P.E., City Engineer

FROM: Rich Beran, P.E., Engineer I

SUBJECT: Discussion of Scope Increase in Change Order #2
2012 Concrete Pavement Replacement Project

Concrete Replacement Project Summary

Concrete slab replacement on nine combination streets made up a significant portion of the 2012 concrete program. In fact, the anticipated concrete slab replacement on the combination streets represented over half of this year's concrete program. The weighting of the 2012 program toward these nine streets came as a result of commitments made in previous years, planning for future work, and poor pavement conditions on these streets.

The remaining portion of the project generally involves replacement of curbing, sidewalks, and curb ramps to prepare for future asphalt resurfacing and micro-surfacing work. Next year, the City will reconstruct Chasselle Lane. In order to prepare for the reconstruction, some quantity was set aside to make repairs to the curb and gutter on Chasselle Lane.

Increase in Scope

The reconstruction of Chasselle Lane is part of this fiscal year's budget. The scope of work for that project includes repairing damaged curb and gutter, and the complete replacement of the existing asphalt pavement and base rock from Conway Road to Mason Road. Several weeks ago, City staff identified approximately 2,800 linear feet of curb and gutter repairs that need to be completed on Chasselle Lane prior to the reconstruction of the pavement. The thought behind identifying that many repairs is to prohibit the need to return to Chasselle Lane to perform anything other than routine maintenance for a number of years after the reconstruction is complete. The areas identified for repair are those that have drainage issues and/or could cause issues when the pavement has been removed such as cracking further or falling apart.

Factors to Consider

Several factors were considered prior to this change order. The bid price in the current contract for curb and gutter is \$21.00 per linear foot. This item has been in several recent contracts, and the current bid price is one of the lowest among those received.

To compare the bid price, last year's Conway Road resurfacing project had 7 bidders and the lowest bid for curb and gutter was \$24.76 per linear foot. (The contractor who performed the project had a bid of \$42.00 per linear foot.) Additionally, the 2011 Concrete Pavement Replacement Project consisted of 4 bidders and the lowest bid for curb and gutter was \$18.10 per

linear foot. That lowest bid was also submitted by M&H Concrete who is the contractor for this year's concrete program.

Not all of the current contract's quantity for curb and gutter has been used. Therefore, only about half of the repairs could be completed this year and the remainder would have to be completed next year. The repairs would have to be completed prior to the reconstruction portion of the project so residents would be impacted a total of three times: once this year, another next year, and a third during the pavement reconstruction. In doing all of the repairs this year, residents would only be impacted twice.

Given the recent bid history and the current cost of installing curbing, the cost of the repairs would likely be cheaper if done this year. The amount of repairs would most likely stay the same between now and the spring. It could be assumed that if the repairs were let in a separate contract, the lowest bid price for the repairs might come from M&H again. However, from 2011 to 2012, the price rose from \$18.10 per linear foot to \$21.00 per linear foot. This is an increase of more than 16%. In addition, at least a 3% rate of inflation would be anticipated for the price that may be received next year.

Fiscal Impact

The Capital Improvements Fund for the 2013 fiscal year identifies \$1,350,000 for the Street and Sidewalk Maintenance Program. This program funds various roadway projects, several of which are underway or complete, as detailed below.

Project	Estimated Project Cost
2012 Micro-Surfacing Project (complete)	\$ 175,000
2012 Asphalt Pavement Resurfacing Project (active)	\$ 260,000
2012 Concrete Pavement Replacement Project (active)	\$ 610,000
Mosley Road Drain Replacement (active)	\$ 25,000
Total	\$ 1,070,000

Recommendation

City staff requests the approval of a change order in the amount of \$31,846.70 to increase the contract scope to provide for the additional concrete curb and gutter repairs on Chasselle Lane.

The work involving sidewalks and accessible curb ramps has generally remained within its original scope, and some minor adjustments to those items have been considered as part of the current discussion. Any additional adjustments are anticipated to be incidental. If necessary, these will be resolved during the project close out.



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

DATE: November 19, 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 November 19, 2012 in the amount of \$87,301.12.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01853	0		111412	14-Nov-12	EPSTEIN, KAREN	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	3,052.80
01323	0		037913800	08-Nov-12	INDOX SERVICES	BLUE PRINT COPIES	01-00-00-4444	96.82
00189	0		130	12-Nov-12	MIRIKITANI & ASSOCIATES	STRATEGIC PLAN POLICE ORGANIZ	01-00-00-2411	800.00
00189	0		131	12-Nov-12	MIRIKITANI & ASSOCIATES	RACIAL PROFIL/ETHICS TRAING	01-00-00-2414	600.00
01779	0		11/15/12	15-Nov-12	ST LOUIS COUNTY TREASURER	EXEC DEV TRNING CHIEF/CMDRS	01-00-00-2414	300.00
Sum of Invoices								4,849.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	0		110512	05-Nov-12	CURTIS, HEINZ, GARRETT & O'KEEFE	CITY ATTORNEYS FEES-OCT 2012	01-11-12-6201	10,588.00
01000	0		110112	01-Nov-12	SULLIVAN PUBLICATIONS	CODE BOOK UPDATE	01-11-13-6203	<u>1,968.00</u>
<i>Sum of Invoices</i>								12,556.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		103112	31-Oct-12	ASI	FLEX PLAN ADMIN FEES-OCT 2012	01-12-11-6203	171.30
01447	0	P001473	18856	01-Nov-12	DIVERSIFIED PRINTING INC	NEWSLETTER-NOVEMBER 2012	01-12-11-6203	898.00
00053	0		28887	31-Oct-12	MERCY CORPORATE HEALTH	DOT TESTING	01-12-11-6262	45.00
00053	0		31606	31-Oct-12	MERCY CORPORATE HEALTH	PHYSICAL,UDS 9 PANEL LC	01-12-11-6271	85.00
00053	0		31524	31-Oct-12	MERCY CORPORATE HEALTH	PHYSICAL,9 PANEL LC	01-12-11-6271	85.00
00304	0		110812	08-Nov-12	SLACMA	SLACMA LUNCHEON-NOV 2012	01-12-11-6264	12.00
01147	0		IN-000055176	05-Nov-12	SOUTHERN COMPUTER WAREHOUSE	HP LASERJET-S STOTT	01-12-11-9504	347.78
01262	0	P001456	27046	31-Oct-12	SPECIALTY MAILING	HANDLING & MAILING-NOV 2012	01-12-11-6203	225.23
01771	0		40448402	18-Nov-12	ST LOUIS POST-DISPATCH	SUBSCRIPTION (11/13/12-1/7/13)	01-12-11-6262	38.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-12-11-6253	52.13

Sum of Invoices

1,959.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00401	0		12-8099S	02-Nov-12	NSC DIVERSIFIED	REPAIR PRINTER-PD	01-12-51-6213	<u>328.00</u>
Sum of Invoices								328.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00145	0	P001465	49052	31-Oct-12	HOCHSCHILD, BLOOM & COMPANY LLP	AUDIT SVCS THRU 10/31/12	01-13-11-6209	5,200.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-13-11-6253	<u>52.13</u>
Sum of Invoices								5,252.13



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00005	0		1660780	23-Oct-12	AMERICAN STAMP	SEAL IMPRESSION INKER	01-13-14-7304	<u>31.11</u>	
							<i>Sum of Invoices</i>		31.11



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00051	0		40.41276	08-Nov-12	BCA, INC.	INSURANCE DEDUCTABLE	01-13-15-6220	500.00
00051	0		103012	30-Oct-12	BCA, INC.	INSURANCE DEDUCTIBLE	01-13-15-6220	500.00
00045	0		630727059001	30-Oct-12	OFFICE DEPOT	PACKING TAPE,PENS,ENVELOPES	01-13-15-7312	68.03
00077	0		7113637	08-Nov-12	QUILL	EXPANDING WALLETS	01-13-15-7312	109.78
00077	0		6854431	29-Oct-12	QUILL	TONER,POST-ITS,ENVELOPES	01-13-15-7312	157.51
00192	0		110212501	02-Nov-12	ST LOUIS FITNESS TECHS LLC	ELIPTICAL REPAIR	01-13-15-6211	675.00
01169	0		3184849665	27-Oct-12	STAPLES ADVANTAGE	BOX BOTTOM FOLDERS	01-13-15-7312	56.45
01169	0		3184849664	27-Oct-12	STAPLES ADVANTAGE	KEYBOARD CLEANER	01-13-15-7312	17.22
01169	0		3184849663	27-Oct-12	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	117.94
Sum of Invoices								2,201.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5389527	13-Nov-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (111312)	06-14-31-7301	0.88
01550	0		452-5863153	06-Nov-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (11/6/12)	06-14-31-7301	0.88
01550	0		452-5389527	13-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORMS (111312)	06-14-31-7308	3.96
01550	0		452-5863153	06-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/6/12)	06-14-31-7308	3.96
00081	0		9964213269	30-Oct-12	GRAINGER	BALLASTS & PLUMBING REPAIR	06-14-31-6212	388.61
00081	0		9963148201	29-Oct-12	GRAINGER	CLEANING SUPPLIES	06-14-31-7301	31.10
00081	0		9963148201	29-Oct-12	GRAINGER	WASHER	06-14-31-7302	3.26
00081	0		9964213269	30-Oct-12	GRAINGER	WASHERS FOR PLUMBING REPAIR	06-14-31-7302	10.30
00039	0		801974	29-Oct-12	INDUSTRIAL SOAP	CLEANING SUPPLIES	06-14-31-7301	104.20
00082	0		0638433	06-Nov-12	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	176.15
00116	0		1441	02-Nov-12	SAM'S CLUB	COOKIE CAKE	06-14-31-7304	15.98
00116	0		5504	25-Oct-12	SAM'S CLUB	SKAT	06-14-31-7304	27.92
00434	0		4390-9	29-Oct-12	SHERWIN-WILLIAMS	COM	06-14-31-7301	60.32
00711	0		319409264	10-Oct-12	TERMINIX	PEST CONTROL ICE ARENA 101012	06-14-31-6212	34.00
01048	0		2822557462	01-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	06-14-31-6253	52.13
Sum of Invoices								913.65



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00197	0		89835	24-Oct-12	FOSTER MECHANICAL CORP.	HYDRAULIC FITTINGS	06-14-32-6211	18.30
00117	0		5176533	31-Oct-12	HOME DEPOT	TAP	06-14-32-6212	39.10
00040	0		795402	23-Oct-12	MILBRADT	GASKET, FUEL LINE PUMP & BOLTS	06-14-32-6211	86.58
00040	0		795951	01-Nov-12	MILBRADT	FUEL LINE FOR GIANT VAC	06-14-32-6211	15.77
00970	0		1388-435151	14-Nov-12	O'REILLY AUTO PARTS	ADHESIVES	06-14-32-6210	7.97
00970	0		1388-433500	31-Oct-12	O'REILLY AUTO PARTS	ANTIFREEZE AND FUEL STABILIZER	06-14-32-6210	44.97
00970	0		1388-433500	31-Oct-12	O'REILLY AUTO PARTS	TIRE SEALANT	06-14-32-6211	8.99
00970	0		1388-435151	14-Nov-12	O'REILLY AUTO PARTS	FUEL, CARB CLEANER, OIL ABSORB	06-14-32-6212	11.68
00970	0		1388-433500	31-Oct-12	O'REILLY AUTO PARTS	ANTIFREEZE AND GREASE	06-14-32-6212	25.96
<i>Sum of Invoices</i>								259.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00224	0		2944	09-Aug-12	METROPOLITAN AMATEUR GOLF ASSN.	HANDICAP SERVICE	06-14-33-6202	34.00
00711	0		319409264	10-Oct-12	TERMINIX	PEST CONTROL PRO SHOP 101012	06-14-33-6212	34.00
<i>Sum of Invoices</i>								<i>68.00</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5389527	13-Nov-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (111312)	06-14-34-7301	3.58
01550	0		452-5863153	06-Nov-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/6/12)	06-14-34-7301	3.58
00116	0	P001478	5504.	02-Nov-12	SAM'S CLUB	FOOD FOR RESALE (8315)	06-14-34-8315	40.09
00116	0	P001478	1441.	02-Nov-12	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	69.66
00116	0	P001478	5504.	02-Nov-12	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	45.30
01121	0		44091	29-Oct-12	TJ'S PIZZA	PIZZA/FOOD FOR RESALE	06-14-34-8315	99.05
<i>Sum of Invoices</i>								261.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5389526	13-Nov-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (11/13/12)	01-16-11-7308	7.92
01550	0		452-5363152	06-Nov-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (11/6/12)	01-16-11-7308	7.92
01825	0		33305	31-Oct-12	ASCHINGER ELECTRIC CO.	SENSOR	01-16-11-6211	186.00
00010	0		917469	15-Nov-12	BRANNEKY HARDWARE	PHOTO CELLS	01-16-11-6212	11.49
01448	0	P001474	689128	01-Nov-12	BUILDINGSTARS	CLEANING SVC FOR POLICE DEPT-N	01-16-11-6212	1,350.00
01448	0	P001474	689128	01-Nov-12	BUILDINGSTARS	CLEANING SVC FOR CITY HALL-NOV	01-16-11-6212	1,420.00
00117	0		2411072	13-Nov-12	HOME DEPOT	MAINTENANCE SUPPLIES	01-16-11-6212	369.11
01779	0		01014513	01-Nov-12	ST LOUIS COUNTY TREASURER	ADV PMT FOR ANNUAL INSPECTONS	01-16-11-6211	236.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-16-11-6253	32.41
00054	0		01931765	02-Nov-12	WALTER KNOLL FLORIST	PLANT MAINTENANCE-DEC 2012	01-16-11-6212	80.00
Sum of Invoices								3,700.85



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00307	0	P001496	JAN-DEC 2013	09-Nov-12	CIS COMMUNICATIONS LLC	JANUARY THRU DECEMBER 2013 TOWER LEASE	01-21-11-6266	2,830.11
00092	0	P001454	43067	31-Oct-12	ST LOUIS COUNTY	CARE CONTRACT-NOV 2012	01-21-11-6202	23.91
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-21-11-6253	84.54
Sum of Invoices								2,938.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00658	0	P001546	2957	08-Nov-12	NITV	CERTIFIED EXAMINERS COURSE	01-21-21-6261	1,295.00
00273	0		T1310011	31-Oct-12	ST LOUIS UNIVERSITY	TOXICOLOGY LAB SERVICES	01-21-21-6202	103.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-21-21-6253	194.46
<i>Sum of Invoices</i>								1,592.46



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0		24497	02-Nov-12	ADGRAPHIX	INSTALL GRAPHICS ON 2013 EXPLO	01-21-22-6210	388.00
01618	0		7946GF	01-Nov-12	BOSQUI'S	REMOVE GRAPHICS FROM VEH 2422	01-21-22-6210	125.00
00096	0		125360	04-Nov-12	EVS	VARIOUS LIGHTING REPAIRS	01-21-22-6210	25.00
00094	0		156257	01-Nov-12	FIRESTONE	CAR 2407 BATTERY REPLACEMENT	01-21-22-6210	127.92
00094	0		156424	05-Nov-12	FIRESTONE	CAR 2414 REPLACE 1 TIRE	01-21-22-6210	101.83
00094	0		156575	09-Nov-12	FIRESTONE	CAR 2411 REPLACE BOTH TAIL LIGHTS	01-21-22-6210	25.48
00094	0		156705	13-Nov-12	FIRESTONE	CAR 2417 3000 MILE SERVICE	01-21-22-6210	22.99
00094	0		156642	11-Nov-12	FIRESTONE	CAR 2410 INSTALL 2 TIRES	01-21-22-6210	29.69
00094	0		156463	06-Nov-12	FIRESTONE	CAR 2408 3000 MILE SVS	01-21-22-6210	54.01
00094	0		156517	07-Nov-12	FIRESTONE	CAR 2411 INSTALL TIRE	01-21-22-6210	18.90
00094	0		156520	07-Nov-12	FIRESTONE	NO CHARGE FOR TIRE INSTALL	01-21-22-6210	0.00
00094	0		156492	06-Nov-12	FIRESTONE	2419 TIRE AND INSTALL	01-21-22-6210	131.47
00094	0		156513	07-Nov-12	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	-131.47
00094	0		156443	06-Nov-12	FIRESTONE	CAR 2419 3000 ML, TIE ROD ENDS	01-21-22-6210	255.35
00125	0		280001	02-Nov-12	LEON UNIFORM	SEW CCPD PATCH ON CHAPLAIN'S	01-21-22-7308	36.00
00970	0		1852-333429	05-Nov-12	O'REILLY AUTO PARTS	VEHICLE BULBS, WIPE BLADES,ETC	01-21-22-6210	82.21
00507	0		035634	02-Nov-12	RADIOSHACK CORPORATION	2 PKS OF (4) 5 AMP FUSES	01-21-22-7304	4.72
00266	0		422272	08-Nov-12	SUNTRUP	CROWN VIC HEADLIGHT RETAINER	01-21-22-6210	8.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-21-22-6253	354.57
00311	0		555969	01-Nov-12	WEBER CHEVROLET	CAR 2419 LUBE WINDOW REGULATOR	01-21-22-6210	136.85

Sum of Invoices

1,796.52



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-31-11-6253	<u>169.08</u>
<i>Sum of Invoices</i>								169.08



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644	0		11912	09-Nov-12	AA KEY & LOCK SERVICE	(12) MASTER LOCKS	01-31-41-7304	270.28
00131	0		9905370975	31-Oct-12	AIRGAS	GAS RENTAL-GARAGE	01-31-41-7307	51.82
01550	0		452-5389523	13-Nov-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (11/13/12)	01-31-41-6212	8.91
01550	0		452-58363150	06-Nov-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (11/6/12)	01-31-41-6212	8.91
01550	0		452-5389523	13-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/13/12)	01-31-41-7308	41.05
01550	0		452-58363150	06-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/6/12)	01-31-41-7308	41.05
00102	0		739905	09-Nov-12	BEYERS LUMBER	SIGNS FOR STREETS	01-31-41-7311	59.36
00102	0		739698	07-Nov-12	BEYERS LUMBER	SIGN POST FOR CITY HALL	01-31-41-7311	15.40
00010	0		916685	01-Nov-12	BRANNEKY HARDWARE	RAKES,HEATERS,BLEACH	01-31-41-6212	106.74
00010	0		917469	15-Nov-12	BRANNEKY HARDWARE	PHOTO CELLS	01-31-41-6212	24.98
00010	0		916984	07-Nov-12	BRANNEKY HARDWARE	TRASH CANS,BUCKETS,KEYS	01-31-41-6212	98.26
00010	0		917318	09-Nov-12	BRANNEKY HARDWARE	FLOOD LIGHTS-BALLAS RD	01-31-41-6212	454.60
00010	0		917252	12-Nov-12	BRANNEKY HARDWARE	KEYS,INJECTOR	01-31-41-7304	18.25
00013	0		1763-202018	09-Nov-12	CARQUEST AUTO PARTS	HEAD LIGHTS-INT'L TRUCKS	01-31-41-6210	35.32
00013	0		1763-201572	31-Oct-12	CARQUEST AUTO PARTS	GAS CAP FOR VAC #511	01-31-41-6211	8.54
00013	0		1763-201684	02-Nov-12	CARQUEST AUTO PARTS	FILTERS FOR LEAF VACS	01-31-41-6211	40.80
00205	0		SI040091	12-Nov-12	CK POWER PRODUCTS CORP.	GASKET FOR LEAF VACS	01-31-41-6211	6.34
01511	0		67107	22-Aug-12	CROFT TRAILER	SCREWS FOR BOBCAT TRAILER	01-31-41-6211	79.75
00049	0		35375	14-Nov-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/O 11/5/12	01-31-41-6207	5,055.75
00049	0		35355	06-Nov-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/O 10/29/12	01-31-41-6207	4,104.00
00127	0		176368	09-Nov-12	ERB EQUIPMENT COMPANY	REPAIR OF BACKHOE	01-31-41-6211	1,192.11
00117	0		7050182	08-Nov-12	HOME DEPOT	HOLIDAY DECORATIONS	01-31-41-6212	59.94
01636	0		0347-000150810	31-Oct-12	JOHNNY ON THE SPOT	RENTAL UNITS @ 2 LOCATIONS	01-31-41-6266	163.00
00789	0		395472	09-Nov-12	K&K SUPPLY	SAFETY GLOVES FOR SHOP	01-31-41-7308	116.40
00156	0		0053533	07-Nov-12	L & C TRUCK REPAIR, INC.	REPAIR STROBE LIGHT-TRK #312	01-31-41-6210	929.49
00156	0		0053623	08-Nov-12	L & C TRUCK REPAIR, INC.	REPLACE OIL DIPSTICK-TRK #309	01-31-41-6210	291.53
00156	0		0053504	31-Oct-12	L & C TRUCK REPAIR, INC.	REPAIR OIL LEAK-TRUCK #502	01-31-41-6210	111.25
00103	0		462706	08-Nov-12	MIDWESTERN PEST CONTROL	PEST CONTROL SVCS FOR GARAGE	01-31-41-7301	47.50
00865	0		233906	01-Nov-12	OUTDOOR SOLUTIONS	BED DE-WEEDING	01-31-41-6212	160.00
00110	0		312949	31-Oct-12	RICMAR INDUSTRIES	GAS TANK SEALANT	01-31-41-6212	135.74
00092	0		43386	07-Nov-12	ST LOUIS COUNTY	CONCRETE COMP TEST	01-31-41-6202	55.00



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
00270	0		79626-00	08-Nov-12	TERMINAL SUPPLY CO.	ZIP TIES FOR WREATHS	01-31-41-6212	24.89
00270	0		78134-00	01-Nov-12	TERMINAL SUPPLY CO.	LAMPS,ADAPTERS,TAPE-GARAGE	01-31-41-7304	94.48
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-31-41-6253	118.00
00311	0		1592146	13-Nov-12	WEBER CHEVROLET	FUSE PANEL COVER-TRUCK #104	01-31-41-6210	26.46
<i>Sum of Invoices</i>								



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

14,055.90



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01836	0		76746	09-Nov-12	CRITTER CONTROL	OCTOBER DEER REMOVAL	01-31-42-6214	1,200.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-31-42-6253	32.41
Sum of Invoices								1,232.41



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00302	0		35943	09-Nov-12	AL-DON HEATING AND AIR CONDITIONING	FURNACE REPAIR-TAPPMeyer	01-31-43-6212	857.00
01314	0		27071	06-Nov-12	AMERICAN HERITAGE	FLAGS-LAVERNE COLLINS PARK	01-31-43-6212	140.00
01550	0		452-5389523	13-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/13/12)	01-31-43-7308	41.05
01550	0		452-58363150	06-Nov-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/6/12)	01-31-43-7308	41.05
00010	0		916685	01-Nov-12	BRANNEKY HARDWARE	RAKES,HEATERS,BLEACH	01-31-43-6212	106.74
00010	0		917318	09-Nov-12	BRANNEKY HARDWARE	CLOTH-CONWAY PARK FOUNTAIN	01-31-43-6212	47.76
01591	0		01474	12-Nov-12	IMPERIAL FENCE	FENCE REPAIR-CONWAY PARK	01-31-43-6212	420.00
00789	0		395472	09-Nov-12	K&K SUPPLY	SAFETY GLOVES FOR SHOP	01-31-43-7308	116.40
00103	0		462706	08-Nov-12	MIDWESTERN PEST CONTROL	PEST CONTROL SVCS FOR GARAGE	01-31-43-7301	47.50
00865	0		233906	01-Nov-12	OUTDOOR SOLUTIONS	ROW MOWING-OCT 2012	01-31-43-6212	1,403.66
00110	0		313016	09-Nov-12	RICMAR INDUSTRIES	TP FOR PARKS	01-31-43-6212	370.29
01805	0		1161002	20-Sep-12	ROTTLER	TREATMENT OF YELLOW JACKETS	01-31-43-7301	150.00
01483	0		2927	28-Oct-12	TURFGRASS PROFESSIONALS	MOWING OF PARKS-OCT 2012	01-31-43-6212	1,816.00
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-31-43-6253	39.19
Sum of Invoices								



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5,596.64



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213	0		103112-1	31-Oct-12	MCLAUGHLIN COURT REPORTING SERVICES	P&Z MTG (10/15/12)	01-32-11-6202	474.00
00303	0		10167596	31-Oct-12	MISSOURI LAWYERS MEDIA	P&Z MTG (11/19/12)	01-32-11-6260	37.12
00303	0		10164780	25-Oct-12	MISSOURI LAWYERS MEDIA	BOA MTG (11/15/12)	01-32-11-6260	37.12
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-32-11-6253	149.45
Sum of Invoices								



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

697.69



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009	0		110512	05-Nov-12	BOLLS, SCOTT	PONCHO & FLASHLIGHT	01-32-61-7302	26.82
01048	0		2822557462.	08-Nov-12	VERIZON WIRELESS	CELL PHONE USAGE-NOV 2012	01-32-61-6253	<u>196.68</u>
<i>Sum of Invoices</i>								<i>223.50</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/19/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00606	0	P001342	PA #8	10-Oct-12	HORNER & SHIFRIN INC	PMT APP #8-PERIOD END 9/30/12	02-61-71-9510-12605	1,154.27	
00606	0	P001545	PA #9	10-Oct-12	HORNER & SHIFRIN INC	PERIOD ENDING 9/30/12	02-61-71-9510-13605	2,937.00	
00606	0	P001545	PA #10	06-Nov-12	HORNER & SHIFRIN INC	PERIOD END 10/31/12	02-61-71-9510-13605	377.50	
00880	0	P001433	PA #6	31-Oct-12	INTUITION & LOGIC	ENG DESIGH SVCS=10/31/12	02-61-71-9509-12522	16,346.67	
00411	0	P001397	PA #4	05-Nov-12	N.B. WEST CONTRACTING CO.	PROJEC	02-61-71-9510-12603	4,853.80	
00411	0	P001544	PMT	23-Oct-12	N.B. WEST CONTRACTING CO.	FINAL PAYMENT	02-61-71-9510-13601	947.81	
Sum of Invoices									26,617.05
GRAND TOTAL OF ALL INVOICES									87,301.12

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI ON THE 2ND DAY OF APRIL, 2013, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM THE FIRST WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE SECOND WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE THIRD WARD FOR A FULL TWO-YEAR TERM, AND ONE COUNCIL MEMBER FROM THE FOURTH WARD FOR A FULL TWO-YEAR TERM, FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2013 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

WHEREAS, application procedures regarding such election need to be clearly established, including requirements consistent with Section 115.351 RSMo. that candidates only apply for a single position and promise to serve in such capacity if elected;

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

SECTION 1: Pursuant to applicable law, a general election shall be held in the City of Creve Coeur, Missouri on the 2nd day of April, 2013, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

SECTION 2: The general election shall be conducted by the Board of Election Commissioners of St. Louis County, Missouri pursuant to the applicable statutes of Missouri and the regulations of said Board of Election Commissioners for the conduct of local elections.

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 11, 2012 through January 15, 2013, at 5:00 p.m. A candidate can only file for and promise to serve in a single position. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Candidates wishing to file for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road. Filings shall be accepted on a first-come first-served walk-in basis when the City Clerk is available at the Government Center.

SECTION 4: Notwithstanding the foregoing, in the case of candidates who deliver their nominating petitions and acceptances of nomination to the City Clerk prior to 5:00 p.m. on the first day for filing, the City Clerk shall determine by random drawing the order in which such declarations shall be deemed to have been filed. Any such drawing shall be conducted so that each candidate may draw a number at random at the time of delivery of the petition and acceptance. The City Clerk shall record the number drawn with the candidate's petition and acceptance. If such drawing is conducted, the names of the

BILL NO. 5400

ORDINANCE NO. _____

candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

SECTION 5: Candidates filing for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road to sign a sworn acceptance of nomination before the City Clerk. A filing shall not be accepted without such sworn acceptance.

SECTION 6: Notice of said general election shall be published according to law in a newspaper of general circulation published in the County of St. Louis, Missouri.

SECTION 7: All candidates shall be nominated by petition and acceptance thereof as provided for in Section 10.2 of the City Charter. Nominating petitions and acceptances of nomination shall be substantially in the same form as the "nominating petition" and "acceptance of nomination" forms attached hereto as specimens of designated appropriate forms as required by Section 10.2 (a) of the City Charter.

SECTION 8: Upon the passage and approval of this ordinance, a certified copy thereof shall be promptly transmitted to the Board of Election Commissioners by the City Clerk.

SECTION 9: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2013.

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____
26. _____	_____	_____	_____
27. _____	_____	_____	_____
28. _____	_____	_____	_____
29. _____	_____	_____	_____
30. _____	_____	_____	_____
31. _____	_____	_____	_____
32. _____	_____	_____	_____
33. _____	_____	_____	_____
34. _____	_____	_____	_____
35. _____	_____	_____	_____
36. _____	_____	_____	_____
37. _____	_____	_____	_____
38. _____	_____	_____	_____
39. _____	_____	_____	_____
40. _____	_____	_____	_____
41. _____	_____	_____	_____
42. _____	_____	_____	_____
43. _____	_____	_____	_____
44. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
45. _____	_____	_____	_____
46. _____	_____	_____	_____
47. _____	_____	_____	_____
48. _____	_____	_____	_____
49. _____	_____	_____	_____
50. _____	_____	_____	_____



CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2013, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 15, 2013 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

I HEREBY REQUEST THAT MY NAME AS FOLLOWS _____ BE PRINTED UPON THE OFFICIAL BALLOT FOR ELECTION BY GENERAL ELECTION AS A CANDIDATE FOR THE OFFICE OF COUNCIL MEMBER. WARD _____ FOR THE TERM INDICATED ABOVE AND STATE THAT I WILL SERVE AS SUCH OFFICER, IF ELECTED.

IN FILING FOR PUBLIC OFFICE, I SWEAR AND AFFIRM THAT I WILL UPHOLD AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI AND THE CHARTER AND ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI.

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

BILL NO. 5401

ORDINANCE NUMBER _____

**AN ORDINANCE ESTABLISHING THE TIME FOR USE OF ESCROWED FUNDS
FOR CONSTRUCTION OF A BUS SHELTER IN CONNECTION WITH THE CVS
PHARMACY CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN
APPROVED BY ORDINANCE NO. 5105.**

WHEREAS, the City approved a Conditional Use Permit and Site Development Plan for the CVS Pharmacy at Old Ballas Road and Olive Boulevard pursuant to Ordinance No. 5105 in September 2009; and

WHEREAS, pursuant to Ordinance No. 5105, as a condition of a site coverage bonus, the amount of \$30,000.00 was to be placed in escrow to be used as a funding source for the commissioning of a transit shelter of unique construction and character as selected by the Planning and Zoning Commission, and the City was to have three years to fully install the shelter and make the necessary withdrawals from such escrow account; and

WHEREAS, such funds were not placed into escrow until September 2010; and

WHEREAS, subsequent to the enactment of Ordinance No. 5105 it was discovered that the related required easement had not been fully granted due to the inadvertent prior grant of a conflicting utility easement; and

WHEREAS, such easement issues were not resolved until August 13, 2012; and

WHEREAS, it appears that such delays will also require a new effort to select an artist and a shelter design; and

WHEREAS, pursuant to the related construction easement, construction of the shelter must be completed no later than December 31, 2015; and

WHEREAS, due to the aforesaid issues, in order for the City to have a full three years to install the shelter, as required by Ordinance No. 5105, it will need the full amount of time afforded by the construction easement; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing regarding such matters at the Creve Coeur Government Center on Monday, November 19, 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 5-0 recommended approval of this Bill at its meeting on Monday, November 19, 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 approval of this Bill 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 THAT:

SECTION 1. The City shall have until December 31, 2015 to fully install the transit shelter and make the necessary withdrawals from the escrow account as provided in Ordinance No. 5105, after which any remaining funds shall be returned to the applicant.

SECTION 2. This ordinance shall take effect in accordance with the provisions of 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, MRCC
CITY CLERK



city of CREVE COEUR

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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#11-040 AMEND THE CVS PHARMACY CONDITIONAL USE PERMIT
(ORDINANCE NO. 5105) TO ESTABLISH THE TIME FOR USE OF
FUNDS FOR CONSTRUCTION OF AN ARTIST DESIGNED TRANSIT
SHELTER**

FOR THE MEETING OF: November 19, 2012

LOCATION: 11560 Olive Boulevard

REQUEST: Paul Langdon, on behalf of the City of Creve Coeur, has submitted an application to amend the conditional use permit for the drive-through pharmacy at 11560 Olive Boulevard to extend the time frame for the installation of the artist-designed transit shelter, as required for bonus coverage. The subject property is located at the southeast corner of Olive Boulevard and Old Ballas Road, in the "CB" Core Business District.

ADDITIONAL INFORMATION:

Ordinance No. 5105 on September 24, 2009 authorized a site coverage bonus increase from 63% to 69%, in part for providing funds for the commissioning of a transit shelter of unique construction and character. Unforeseen easement issues have delayed the execution of the selected artists' contract.

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

Key Issues:

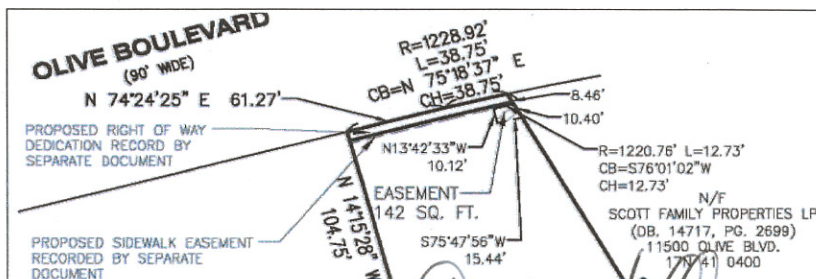
- Site Coverage Bonus for Artist Designed Transit Shelter

Comp. Plan References

- NA

Zoning Code References

- Section 405.370 "CB"
Core Business District



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

11/16/2012
Date

ATTACHMENTS: Draft Ordinance
Ordinance No. 5105

BACKGROUND AND SUMMARY

Ordinance No. 5105 was approved by City Council on September 24, 2009 authorizing the development of a CVS pharmacy with a drive-up window. A condition of the ordinance included allowing for the increase in site coverage from 63% to 69%, in consideration of special or outstanding landscape and site planning features as demonstrated by a site development plan, as provided in the Zoning Code. The store has since been fully development as approved, including the site coverage bonus.

The site coverage bonus granted per the following conditions within the Ordinance states as follows:

Section 3:

II. SITE COVERAGE BONUS

- A. The site may be developed with a maximum site coverage of 69%, as provided under Section 26-43.5(c)2, Maximum Site Coverage, of the Zoning Ordinance.
- B. The site coverage bonus is granted in consideration of the voluntary dedication of right-of-way along both frontages, the advancement of Olive TDD construction, and the following:
 - i. The creation of a \$30,000 escrow account to be used as a funding source for the commissioning of a transit shelter of unique construction and character as selected by the Planning Commission and meeting all technical requirements of the transit agency. Said shelter shall be located along the property frontage adjacent to the east as granted by the owner of said property in the attached **Exhibit A**. The City shall have three years to fully install the shelter and make the necessary withdrawals from the escrow account after which any remaining funds shall be returned to the applicant.

The funds were not placed into the escrow until September 2010. Subsequently, it was discovered that the related required easement had not been fully granted due to the inadvertent prior grant of a conflicting utility easement, which was not cleared up until August 13, 2012.

On July 5, 2011, the design concept of “Red Riding Hood” by design team of Marc Fornes & Volkan Alkanoglu was selected by the Planning and Zoning Commission as the top design, and a contract was sent to the artists. However, it appears that the delays due to the easement will require a new effort to select an artist and shelter design, because the team is no longer working together and repeated requests for updates on the timing of signing a contract has gone unanswered. Therefore, Staff is requesting to amend the ordinance to allow the City until December 31, 2012 to fully install the transit shelter and make the necessary withdrawals from the escrow account.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Vacant and commercial retail/services	"CB" Core Business	Olive Boulevard
South	Professional offices	"PO" Planned Office	N/A

East	Professional offices	"PO" Planned Office	N/A
West	Commercial retail/services	"CB" Core Business	Old Ballas Road

ACTION

If the Planning and Zoning Commission finds the attached draft amendment to the conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it should 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 approve an amendment to Ordinance No. 5105 establishing the time for use of escrowed funds for construction of a bus shelter in connection with the conditional use permit and site development plan for the CVS Pharmacy submitted with Application #12-040, as presented to the Planning and Zoning Commission on November 19, 2012" (conditions may be added by separate motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL MAP



St. Louis County Property Viewer



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PZ 111912.txt
1 PLANNING AND ZONING COMMISSION PUBLIC HEARING
2 CITY OF CREVE COEUR, MISSOURI
3 300 NORTH NEW BALLAS ROAD
4 MONDAY, NOVEMBER 19, 2012
5 7:00 P.M.
6
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chairman
Mr. Gary Eberhardt
9 Mr. James Faron
Mr. Ken Howard
10 Ms. Cynthia Kramer
Mr. Carl Lumley, City Attorney
11 Mr. Paul Langdon, Director of Community Development
Ms. Whitney Kelly, City Planner
12 Ms. Julie Lowery, Recording Secretary
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15
16
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20
21
22 McLaughlin Court Reporting Services, Inc.
23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
24 St. Louis, MO 63128
(314)487-2259
25

1 CHAIRMAN MADDEN: I'd like to call to order the¹
2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday, November 19th, 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: Ms. Cynthia Kramer?
13 MS. KRAMER: Present.
14 CHAIRMAN MADDEN: I don't see Mr. Schnarr.
15 Mr. Carl Lumley, our City Attorney?
16 MR. LUMLEY: Present.
17 CHAIRMAN MADDEN: Paul Langdon, our Director of
18 Community Development?
19 MR. LANGDON: Present.
20 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
21 Planner?
22 MS. KELLY: Present.
23 CHAIRMAN MADDEN: And Judy Lowery, our Recording
24 Secretary?
25 MS. LOWERY: Present.

1 CHAIRMAN MADDEN: Okay. That moves us on to C,²
2 Application No. 11-040: Approval to amend the CVS
3 Pharmacy conditional use permit (Ordinance No. 5105) to
4 establish the time for withdrawing funds for construction
5 of an artist-designed transit shelter.
6 And this will be a public hearing.
7 If there's anybody that's going to comment on
8 this, please come forward and be sworn in.
9 (The speakers were sworn by the court reporter.)
10 CHAIRMAN MADDEN: Are you handling this, Paul,
11 or --

12 MR. LANGDON: Whitney.
13 CHAIRMAN MADDEN: Whitney is. Okay.
14 MR. LANGDON: I said enough tonight.
15 MR. LUMLEY: Keep in mind everything else has
16 failed tonight, Whitney. Good luck to you.
17 MS. KELLY: Thanks.
18 MR. FARON: Let's just move for approval right
19 now. I'm ready to make the motion.
20 CHAIRMAN MADDEN: Hey, Whitney, all I know is
21 K-State, and who was the other one --
22 MR. FARON: Oregon.
23 CHAIRMAN MADDEN: -- Oregon lost.
24 MR. FARON: Yeah.
25 MS. KELLY: Oh, okay.

1 CHAIRMAN MADDEN: We won't mention who's number³
2 one, so there is hope for you.
3 MS. KELLY: Okay.
4 This -- the CVS site received approval in 2009,
5 and with that was a contingency that they provide funding
6 for -- at \$30,000 for a artistic-designed transit shelter
7 in order to receive the bonus of up to 69 percent
8 coverage.
9 Due to some outside errors or unknown factors,
10 the easement for that area wasn't recorded until mid-2012,
11 and due to these delays, it looks like we will have to
12 reissue an RFQ for an artist-designed transit shelter
13 again.
14 Therefore, we are asking to extend the
15 timeframe -- to amend the ordinance to extend the
16 timeframe until December 31st, 2015, in order to complete
17 this, so.

18 There is a correction in staff report, put
19 December 31st, 2012, and I just need to make clear that
20 that would be 2015.

21 CHAIRMAN MADDEN: Any questions?

22 Any comments from the audience?

23 Oh, no, nobody was sworn in so. Okay.

24 MR. CALDWELL: Why '15, why not '14?

25 MR. LUMLEY: The construction easement allows us

1 all the way to '15 --

4

2 MR. CALDWELL: Oh, okay.

3 MR. LUMLEY: -- so just taking full advantage of
4 the time available.

5 I'd offer the following exhibits into the record
6 of this public hearing: Documentation reflecting notice
7 provided to the public, City Code of Ordinance and
8 Charter, the City Comprehensive Plan and public file
9 regarding the application.

10 CHAIRMAN MADDEN: And that'll close our public
11 hearing making somebody on the far left very happy down
12 there.

13 (The public hearing was closed.)

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1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
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5 I, Deborah K. McLaughlin, Registered Professional
6 Reporter, Missouri Certified Court Reporter, Illinois
7 Certified Shorthand Reporter and Kansas Certified Court
8 Reporter, do hereby certify that I reported the Planning
9 and Zoning Public Hearing stenographically and later
10 reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearing.

12
13

14 _____, RPR, MO-CCR, IL-CSR, KS-CCR

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

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**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 19, 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, November 19, 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. Tim Madden, Chair**
 Mr. Gary Eberhardt
 Mr. James Faron
 Mr. Ken Howard
 Ms. Cynthia Kramer

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

C. PUBLIC HEARING

Application #12-040: Approval to amend the CVS Pharmacy conditional use permit (Ordinance No. 5105) to establish the time for withdrawing funds for construction of an artist-designed transit shelter.

Applicant: Paul Langdon
 Director, Community Development
 City of Creve Coeur

Ms. Whitney Kelly, City Planner, City of Creve Coeur, presented the request to amend the conditional use permit for CVS Pharmacy to extend the time frame for the installation of the artist-designed bus shelter. Ms. Kelly stated that due to unknown/unforeseen easement issues, the City has been delayed in the execution of the selected artists' contract.

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

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

Mr. Faron motioned to approve the amendment to Ordinance No. 5105 establishing December 31, 2015 as the time limit for use of escrowed funds for construction of a bus shelter in connection with the conditional use permit and site development plan for the CVS Pharmacy submitted with Application #12-040, as presented to the Planning and Zoning Commission on November 19, 2012. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Faron – aye

Mr. Eberhardt – aye

Ms. Kramer – aye

Chair – aye

Mr. Howard – aye

2. **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 10:36 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city
of

CREVE COEUR

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

November 20, 2012

Honorable Mayor Barry Glantz
City of Creve Coeur
300 N New Ballas Road
Creve Coeur, MO 63141

Re: Application #12-040: Amend the CVS Pharmacy Conditional Use Permit – Ordinance No. 5105
Artist Designed Transit Shelter

Honorable Mayor Glantz & City Council Members:

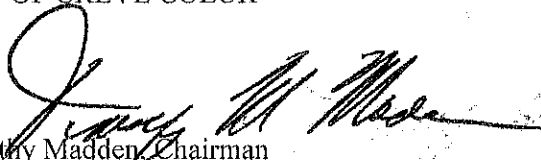
The Planning and Zoning Commission, at its meeting of November 19, 2012, reviewed the staff request to amend the existing CVS Pharmacy Conditional Use Permit to establish a new time frame for use of funds for construction of an artist-designed transit shelter.

By unanimous vote, the Planning Commission recommends approval of an amendment to Ordinance No. 5105 extending the time for use of escrowed funds for construction of a bus shelter until December 31, 2015. The first reading of the ordinance amendment by the City Council is scheduled for Monday, November 26th, 2012.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible.

Sincerely,

CITY OF CREVE COEUR


Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

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

BILL NO. 5402

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND THE CITY OF UNIVERSITY CITY AUTHORIZING RECIPROCAL RESIDENT RATES FOR THE CREVE COEUR AND UNIVERSITY CITY GOLF COURSES.

WHEREAS, The City of Creve Coeur ("Creve Coeur") and the City of University City ("University City") each own and operate 9-hole public golf courses, and

WHEREAS, Creve Coeur and University City provide discounted greens fees to residents of their own cities, and

WHEREAS, allowing residents of both cities to play at either course at resident rates would benefit residents of both cities and may also lead to increased play and revenues for both cities, and

WHEREAS, the City of Creve Coeur and the City of University City desire to confirm their arrangements regarding reciprocal resident rates at the Creve Coeur Golf Course and the University City Golf Course,

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

SECTION 1: It is hereby authorized that an agreement with the City of University City, Missouri be executed for reciprocal resident rates at the Creve Coeur and University City Golf Courses as set forth in Exhibit A and that the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be 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 pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED THIS ____ DAY OF DECEMBER, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF DECEMBER, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN,
CITY CLERK

**CREVE COEUR & UNIVERSITY CITY GOLF COURSE RECIPROCAL RATES
AGREEMENT**

This Agreement is made and entered into by and between the City of Creve Coeur (“Creve Coeur”) and the City of University City (“University City”).

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. University City agrees to permit any Creve Coeur resident, who displays proof of Creve Coeur residency, to use the University City Ruth Park Golf Course and be charged the fee customarily charged by University City to its residents.

2. Creve Coeur agrees to permit any University City resident, who displays proof of University City residency, to use the Creve Coeur Golf Course and be charged the fee customarily charged by Creve Coeur to its residents.

3. Term of Agreement. The term of this Agreement shall be January 1, 2013 to December 31, 2013, and shall thereafter remain in effect unless and until terminated by either party, upon 15 days written notice to the other.

4. Independent Status. No provision of this Agreement, or any act of the parties pursuant to this Agreement, shall be construed to express, create or imply a joint venture, partnership, principal/agency, or any other type of relationship that might infer that one party has the authority to represent, act on behalf of or bind the other. No employee, agent or other representative of either party shall, at any time, be deemed to be under the control, supervision or authority of the other party, or under the joint control of both parties.

5. Severability. If any portion of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, then such invalid or unenforceable portions hereof shall be severed from the remainder and the remaining parts that are not held invalid shall continue in full force and effect.

6. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof and its terms may not be changed, modified or altered without a written instrument signed by authorized representatives of both parties. This Agreement supersedes, replaces and cancels any and all prior communications, understandings or agreements between the parties (whether oral or written) with respect to the subject matter hereof and both parties acknowledge that no oral representations or statements are binding on either party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties this ____ day of _____ 2012.

CITY OF UNIVERSITY CITY

By: _____

CITY OF CREVE COEUR

By: _____



INTEROFFICE MEMORANDUM

Date: November 26, 2012

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Reciprocal Resident Golf Rates Agreement

Like Creve Coeur, University City operates a 9-hole municipal golf course. In order to increase play and revenue at both courses, the two cities have operated under a temporary agreement over the past year allowing residents from either city to play at the other city's course at residents rates. The attached ordinance and agreement would formalize this agreement and allow it to continue indefinitely until terminated by either party upon 15 days written notice.

In addition to increasing play and revenue, reciprocal agreements allow cities to expand and enhance services to residents at little to no cost to the cities. Joint-use recreation agreements are not new to Creve Coeur. In April 2012, the City entered into a reciprocal golf rates agreement with the City of Ballwin, which also operates a 9-hole course. The City of Maryland Heights and Creve Coeur have successfully operated a joint-use agreement for several years whereby residents of Creve Coeur may use the Maryland Heights water park, Aquaport, at resident rates in exchange for allowing residents of Maryland Heights to golf (May to September) and skate in public sessions at the Creve Coeur Golf Course and Ice Arena.

I would be happy to provide any additional information upon request.

Attachments:

- Ordinance
- Exhibit A (reciprocal rates agreement)

**AN ORDINANCE AMENDING SECTIONS 240.020, 240.030 AND 240.040
OF THE CREVE COEUR CODE OF ORDINANCES PERTAINING TO
MISCELLANEOUS RECREATIONAL FEES.**

WHEREAS, increasing operating costs require the City to review its fees on a regular basis, and

WHEREAS, the City staff has reviewed and compared its fees to those in neighboring municipalities and found certain fee increases to be appropriate, and

WHEREAS, the Parks and Recreation Committee reviewed the proposed fee increases and recommended approval at its meeting on November 15, 2012.

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

SECTION 1: Sections 240.020, 240.030, and 240.040 of the Creve Coeur Code of Ordinances are amended to read as follows:

SECTION 240.020: ICE ARENA FEES

The following user fee schedule shall be in effect for the City ice arena effective January 1, 2013:

Resident I.D. cards. Residents of the City may purchase a resident I.D. card which may be used to receive resident rates for golf and ice fees. Resident I.D. cards shall be valid for a period of three (3) years.

Business I.D. cards. Persons owning a business located in the City may purchase a business I.D. card which may be used to receive resident rates for golf and ice fees. Business I.D. cards shall be valid for a period of one (1) year and may be used at the business owner's discretion by any employee working in the City at the business for which the business I.D. is purchased. Persons owning a business within the City may purchase a number of business I.D. cards based on number people employed by the business in the City as follows:

I.D. card fees	
Resident I.D. cards	\$5.00
Business I.D. cards	\$5.00
No. of Employees	No. of Business I.D. Cards
1--9	1
10--50	2
51--100	4
More than 100	8
Freestyle skating	
Half hour	\$5
12-hour punch card	\$100
25-hour punch card	\$200

Public session fees	
Resident	\$3.00
Resident senior	\$2.50
Non-resident	\$5.00
Non-resident senior	\$4.50
Groups of 15 or more: one (1) complimentary adult for every six (6) paid group skaters	
Stick-n-puck	
Resident	\$6.00
Non-resident	\$6.00
Ice rental, per hour	\$190.00
Resident rate	\$190.00
Discount rate (1,000 hour users)	\$180.00
City figure skating club	\$170.00
Lessons	
Private lessons – figure or hockey (30 minutes)	\$25.00 to \$40 depending on instructor
Learn to skate school (8 weeks x 30 minutes)	\$100.00
Learn to skate school (8 weeks x 30 minutes) additional child in same family	\$95.00
Skate rental	\$2
Skate rental (groups of 15 or more)	FREE
Birthday Party Events – resident rates	
Birthday party first 10 people, resident (additional party coordinator provided at no additional cost to groups over 15)	\$140.00
Additional children (per child)	7.00
Additional party coordinator (fee only applies to groups with fewer than 15)	25.00
Birthday Party Events – non-resident rates	
Birthday party first 10 people non-resident (additional party coordinator provided at no additional cost to groups over 15)	160.00
Additional children (per child)	8.00
Additional party coordinator (fee only applies to groups with fewer than 15)	30.00

The City Administrator or his designee shall have authority to temporarily amend ice arena fees or establish temporary fees for trial or pilot programs from time to time when deemed appropriate for the purposes of marketing the Dielmann Complex to maximize usage and revenues or to address other temporary needs when deemed appropriate and reasonable by the City Administrator.

(R.O. 2008 §19-2; Ord. No. 1503 §1, 3-23-92; Ord. No. 1811 §1, 8-12-96; Ord. No. 1939 §1, 5-26-98; Ord. No. 2133 §2, 6-11-01; Ord. No. 2223 §1, 6-9-03; Ord. No. 4088A §1, 6-11-07; Ord. No. 5104 §1, 9-14-09; Ord. No. 5128 §1, 3-22-10)

SECTION 240.030: PARKS AND RECREATION FEES

The following user fee schedule shall be in effect for the community center and Dielmann Complex effective January 1, 2013:

Meeting rooms 1 and 2 rental fees*	
Weekends and weekdays after 5 p.m.	
Resident, non-profit fee, 4 hour time slot	\$30.00
Non-resident fee, 4 hour time slot	60.00
Business fee, 4 hour time slot	96.00
3 month contract for residents (4 hrs/wk)	195.00
3 month contract for non-residents (4 hrs/wk)	300.00
3 month contract for businesses (4 hrs/wk)	450.00
Weekdays 8 a.m. – 5 p.m.	
Resident, non-profit fee, 4 hour time slot	55.00
Non-resident fee, 4 hour time slot	110.00
Business fee, 4 hour time slot	180.00
3 month contract for residents (4 hrs/wk)	360.00
3 month contract for non-residents (4 hrs/wk)	640.00
3 month contract for businesses (4 hrs/wk)	960.00
Multipurpose room rental fees*	
Weekday meetings	
Resident fee, non-profit, 4 hour time slot	100.00
Non-resident fee, 4 hour time slot	150.00
Business fee, 4 hour time slot	200.00
Weekend meetings	
Resident fee, non-profit, 4 hour time slot	115.00
Non-resident fee, 4 hour time slot	175.00
Business fee, 4 hour time slot	185.00
Weekday meeting with banquet setup	
Resident fee, non-profit, 4 hour time slot	200.00
Non-resident fee, 4 hour time slot	250.00
Business fee, 4 hour time slot	300.00
Weekend meeting with banquet setup	
Resident fee, non-profit, 4 hour time slot	230.00
Non-resident fee, 4 hour time slot	290.00
Business fee, 4 hour time slot	310.00
Additional hours	
Resident per additional hour	20.00
Non-resident, Business fee, per additional hour	25.00

3-month contract (weekdays, 4 hours/week)	
Residents	650.00
Non-residents	975.00
Businesses	1,300.00
* Meeting rooms and multipurpose room may be reserved at no charge for the following groups: City-sponsored organizations, committees, neighborhood organizations and government.	
Weekday Park Pavilion fees:	
Resident fee, 4 hour time slot	\$25.00
Non-resident fee, 4 hour time slot	50.00
Business fee, 4 hour time slot	55.00
Weekend Park Pavilion fees:	
Resident fee, 4 hour time slot	\$40.00
Non-resident fee, 4 hour time slot	70.00
Business fee, 4 hour time slot	80.00
Resident fee, full day (8 a.m. – dusk)	\$60.00
Non-resident fee, full day (8 a.m. – dusk)	100.00
Business fee, full day (8 a.m. – dusk)	120.00
The following user fee schedule shall be in effect for the fields:	
<i>Resident requirements: Adult reserving field must be a resident of City and a parent, player or coach with team.</i>	
1 hour per week for one month, resident	\$32.00
1 hour per week for one month, non-resident	\$36.00
1 hour per week for one month, business	\$40.00
1 hour, resident	8.00
1 hour, non-resident	9.00
1 hour, business	10.00
The following user fee schedule shall be in effect for the gym:	
Non-Prime Time (Outside of 5 p.m. – 9 p.m., Monday – Thursday)	
Resident fee, per hour	\$25.00
Non-resident fee, per hour	40.00
Business fee, per hour	50.00
Special functions setup/cleanup fee	50.00
Prime Time (5 p.m. – 9 p.m., Monday – Thursday)	
Resident fee, per hour	\$30.00
Non-resident fee, per hour	45.00
Business fee, per hour	55.00
Special functions setup/cleanup fee	50.00
Security deposits	
Multipurpose room	\$250.00
Gymnasium	100.00

Special charges: TV/VCR usage	25.00
Stage rental	\$25.00
Dog Park fees:	
Resident annual fee for first dog	\$30.00
Resident annual fee for each additional dog	15.00
Non-resident annual fee for first dog	80.00
Non-resident annual fee for each additional dog	25.00
Annual memberships shall be valid during the calendar year for which purchased. Memberships shall be reduced to half of the regular fee when purchased on or after July 1.	
The City Administrator shall set the total number of dog park annual memberships as deemed appropriate for park usage. The City Administrator shall have authority to establish a period during the calendar year for residents of the City to exclusively purchase dog park memberships.	
In order to purchase a membership, the dog owner must provide proof that the dog has been spayed or neutered and that the dog has current vaccinations for rabies and Bordetella (kennel cough).	
Creve Coeur Community Garden Membership fees:	
Resident annual fee for 15' x 5' plot	\$25.00
Non-resident annual fee for 15' x 5' plot	\$50.00
Annual memberships shall be valid during the calendar year in which purchased.	
The City Administrator will set the total number of community garden memberships as deemed appropriate for park usage. The City Administrator shall have the authority to establish a period during the calendar year for residents of the City of Creve Coeur to exclusively purchase community garden memberships.	
Tappmeyer House fees:	
Upstairs (per floor), 4 hour time slot	\$80.00
Downstairs (per floor), 4 hour time slot	80.00
Entire house, 4 hour time slot	100.00
Additional hours:	
Upstairs or downstairs (per floor), fee per additional hour	\$20.00
Entire house, fee per additional hour	25.00
Management fee (if no caterer) per hour	15.00
Security deposits:	
Tappmeyer House	\$200.00

The City Administrator or his designee shall have authority to temporarily amend parks and recreation fees from time to time or establish temporary fees for trial or pilot programs when deemed appropriate for the purposes of marketing City recreation programs and facilities to maximize usage and revenues or to address other temporary needs when deemed appropriate and reasonable by the City Administrator.

(R.O. 2008 §19-3; Ord. No. 2261 §1, 2-9-04; Ord. No. 4044 §2, 10-23-06; Ord. No. 4067 §1, 2-26-07; Ord. No. 5104 §2, 9-14-09; Ord. No. 5118 §2, 12-14-09; Ord. No. 5128 §2, 3-22-10; Ord. No. 5175 §1, 1-24-11)

SECTION 240.040: GREENS FEES -- CREVE COEUR GOLF COURSE

The following schedule of fees for the Creve Coeur Golf Course is effective January 1, 2013:

Greens fees--9 holes		
	Resident	Non-resident
Weekday first nine	\$ 10.00	\$14.00
Weekday senior/junior*	9.00	12.00
Weekday second nine	8.00	12.00
Weekday second nine senior/junior*	7.00	10.00
Weekend first nine (any player)	11.00	16.00
Weekend second nine (any player)	9.00	14.00
Car rental	7.00	7.00
Annual membership	\$900	\$1,275
Annual membership senior/junior*	\$800	\$1,075
Winter Rates (12/1 to 2/29): \$2 discount on all greens fees (does not apply to cart rentals)		
*For the purpose of determining green fees, senior shall be defined as sixty (60) years of age and older. Junior shall be defined as seventeen (17) years of age and younger.		
Tournament Play*		
Greens fees + cart: \$17		
Greens fees + cart (Monday – Friday start, 12 – 3 p.m.): \$15		
Greens fees + cart (Glow Tournament): \$12		
Tournament fee: \$100		
Tournament fee (Glow Tournament): \$160		
*Tournament play requires minimum 24 players, maximum 72 players, shotgun start		

The City Administrator or his designee shall have authority to temporarily discount greens fees or establish temporary fees for trial or pilot programs from time to time when deemed appropriate for the purposes of marketing the golf course and maximizing golf course usage and revenues.

(R.O. 2008 §19-4; Ord. No. 3085 §1, 10-10-05; Ord. No. 5104 §3, 9-14-09; Ord. No. 5128 §2, 3-22-10; Ord. No. 5180 §1, 3-14-11)

SECTION 2: Contracts entered into prior to the effective date of this ordinance shall be honored at the fees and rates specified in the contracts regardless of fee and rate adjustments in this ordinance.

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

BILL No. 5403

ORDINANCE No. _____

ADOPTED THIS _____ DAY OF DECEMBER

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF DECEMBER

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



INTEROFFICE MEMORANDUM

Date: November 19, 2012

To: Mark Perkins, City Administrator
From: Kirsten Barnes, Director of Parks & Recreation
Subject: Recreation Fees

The City has periodically raised fees for recreational services in order to offset rising operating costs while also appropriately pricing its services within the regional market. Staff recently compiled survey data of recreation fees in other St. Louis area cities and met with the Parks and Recreation Committee to consider the fee increases. The Committee proposed incremental increases to greens fees, meeting room and multi-purpose room rentals, pavilion and field rentals and gym rental fees effective January 1, 2013 with Council's approval. The attached spreadsheet compares current fees to the proposed increases with notes regarding each of the changes or additions.

Additionally, it is recommended that the City Administrator have authority to temporarily amend existing recreation fees or to establish temporary fees for trial or pilot programs from time to time when deemed appropriate for the purposes of marketing the City's recreation programs and facilities to maximize usage and revenues or to address other temporary needs when deemed reasonable and appropriate by the City Administrator. The attached ordinance would grant this authority to the City Administrator as well as amend recreation fees as indicated above.

Attachments:

- Ordinance amending recreation fees
- Current and proposed fee comparison
- Letter of support from Parks & Recreation Committee Chair, Kevin Rejent

FY 2013 Fee Schedule

Rates in BLACK indicate NO CHANGE

Rates in ORANGE indicate UPDATED RATES

Rates in GREEN indicate NEW RATES

Rentals

Space	Resident		Non-Resident		Business		Notes
	Current	Proposed	Current	Proposed	Current	Proposed	
Meeting Room - 4 Hours	\$25	\$30	\$50	\$60	\$80	\$96	
Meeting Room, Weekday 8 a - 5 p	NEW	\$55	NEW	\$110	NEW	\$180	NEW - 8 Hours + 1 Hour Free - encourage all-day rentals by single group
Meeting Room, 3-Month Contract - 4 Hours/Week	\$100	\$195	NEW	\$300	NEW	\$450	This offers a 50% discount off room rental fees; Non-Res/Bus are new
Meeting Room, 3-Month Contract - Weekday 8 a - 5 p	NEW	\$360	NEW	\$640	NEW	\$960	NEW - This offers a 50% discount off room rental fees
Multipurpose Room, Weekday - 4 Hours	\$100	\$100	\$150	\$150	\$150	\$200	
Multipurpose Room, Weekday Banquet - 4 Hours	\$200	\$200	\$250	\$250	\$250	\$300	
Multipurpose Room, Weekday - Additional Hours	\$20	\$20	\$20	\$25	\$20	\$25	
Multipurpose Room, Weekday 3-Month Contract - 4 Hours/ Week	NEW	\$650	NEW	\$975	NEW	\$1,300	NEW - This offers a 50% discount off room rental fees
Multipurpose Room, Weekend - 4 Hours	\$100	\$115	\$150	\$175	\$150	\$185	15% increase for weekend rentals, "Weekend" is 5 p - Friday through Sunday
Multipurpose Room, Weekend Banquet - 4 Hours	\$200	\$230	\$250	\$290	\$250	\$310	15% increase for weekend rentals, "Weekend" is 5 p - Friday through Sunday
Multipurpose Room, Weekend - Additional Hours	\$20	\$20	\$20	\$25	\$20	\$25	
Multipurpose Room, Refundable Security Deposit	\$250	\$250	\$250	\$250	\$250	\$250	
Park Pavillions, Weekdays - 4 Hours	\$25	\$25	\$50	\$50	\$50	\$55	
Park Pavillions, Weekends - 4 Hours	\$25	\$40	\$50	\$70	\$50	\$80	Increase for weekend rates only, "Weekend" is 5 p Friday through Sunday
Park Pavillions, Weekends - 8 a - Dusk	NEW	\$60	NEW	\$100	NEW	\$120	Adding all-day weekend rates to encourage full-day rentals
Field, Monthly - 1 Hour/Week	\$40	\$32	\$40	\$36	NEW	\$40	Current rates are for 2 hours - changing to 1 hour but can be purchased in 2-hour blocks
Field - Per Hour	\$10	\$8	\$10	\$9	\$10	\$10	Current rates are for 2 hours - changing to 1 hour but can be purchased in 2-hour blocks
Gym - Per Hour	\$25	\$25	\$40	\$40	\$40	\$50	
Gym - Per Hour, Prime Time (5 - 9 p, Mon - Thurs)	\$25	\$30	\$40	\$45	\$40	\$55	Increase for prime time only, "Prime Time" is 5 p - 9 p, Mon - Thurs
Gym, Special function setup/cleanup fee	\$50	\$50	\$50	\$50	\$50	\$50	
Gym, Refundable Security Deposit	\$100	\$100	\$100	\$100	\$100	\$100	
TV/VCR Usage	\$25	\$25	\$25	\$25	\$25	\$25	
Stage Rental	NEW	\$25	NEW	\$25	NEW	\$25	
Tappmeyer House, Upstairs or Downstairs - 4 Hours	\$80	\$80	\$100	\$100	\$100	\$100	New rates in line with Multi-Purpose Room Rates
Tappmeyer House, All - 4 Hours	\$100	\$100	\$100	\$100	\$100	\$100	New rates in line with Multi-Purpose Room - Banquet Rates
Tappmeyer House, Upstairs or Downstairs - Add'l Hours	\$20	\$20	\$20	\$20	\$20	\$20	
Tappmeyer House, All - Add'l Hours	\$25	\$25	\$25	\$25	\$25	\$25	
Tappmeyer House, Management Fee (No Caterer)	\$20	\$20	\$20	\$20	\$20	\$20	
Tappmeyer House, Refundable Security Deposit	\$200	\$200	\$200	\$200	\$200	\$200	

**Meeting & multipurpose rooms can be reserved at no charge for City-sponsored organizations, committees, neighborhood organizations & government*

Events & Activities

Type	Resident		Non-Resident		Notes
	Current	Proposed	Current	Proposed	
Birthday Party, First 10 People	\$120	\$140	\$140	\$160	Increase includes cost of Party Coordinator to stay with group throughout party; Add'l coordinator included for groups over 15
Birthday Party, Additional Children	\$6	\$7	\$6	\$8	Increase reflects discounted admission/skate rental, paper goods, drinks, etc.
Additional Party Coordinator	NEW	\$25	NEW	\$30	Only applies to groups less than 15

Ice Arena

Resident Non-Resident Groups

Activity	Current	Proposed	Current	Proposed	Current	Proposed	Notes
Public Session	\$3	\$3	\$5	\$5	\$4.50	\$5	Min 15 for group rate; 1 complimentary adult with every 6 paid group skaters
Public Session - Senior	NEW	\$2.50	NEW	\$4.50			NEW - in line with what has been charged
Stick & Puck	\$6	\$6	\$6	\$6			
Ice Rental	\$180	\$190	\$190	\$190			
Ice Rental - 1000+ Hours	\$180	\$180	\$180	\$180			
Learn to Skate - 8-Weeks x 30 Min	*	\$100	*	\$100			Proposed fee includes 1-year US Figure Skating Assn membership; required to remain an official USFSA Learn to Skate program
Learn to Skate - Additional Children in Same Family	NEW	\$95	NEW	\$95			Allows for more experienced instructors to charge varying rates
Private Lessons, Figure or Hockey - 30 Min	\$25	\$25 - \$40	\$25	\$25 - \$40			Free to groups of 15 or more - drive summer revenue through camp field trips
Skate Rental	\$2	\$2	\$2	\$2	\$1.50	FREE	
Freestyle - Half-Hour	\$5	\$5	\$5	\$5			
Freestyle - 12-Hour Punch Card	\$100	\$100	\$100	\$100			Expires one (1) year from date of purchase
Freestyle - 25-Hour Punch Card	\$200	\$200	\$200	\$200			Expires one (1) year from date of purchase

Golf Course

Activity	Resident		Non-Resident		Groups		Notes
	Current	Proposed	Current	Proposed	Current	Proposed	
Greens Fees, Weekdays	\$10	\$10	\$14	\$14			
Greens Fees, Weekdays - Senior or Junior	\$9	\$9	\$12	\$12			
Greens Fees, Weekdays - Add'l 9 Holes	\$7	\$8	\$10	\$12			Proposed fees reflect what has actually been charged
Greens Fees, Weekdays - Add'l 9 Holes Sr or Jr	NEW	\$7	NEW	\$10			Proposed fees reflect what has actually been charged
Greens Fees, Weekend	\$11	\$11	\$15	\$16			Proposed fees reflect what has actually been charged
Greens Fees, Weekend - Add'l 9 Holes	\$8	\$9	\$12	\$14			Proposed fees reflect what has actually been charged
Cart Rental	\$7	\$7	\$7	\$7			
Winter Rates, 12/1 - 2/29				\$2 Discount			Piloted in winter 2011-2012
Annual Membership	\$850	\$900	\$1,190	\$1,275			
Annual Membership, Senior or Junior	\$765	\$800	\$1,020	\$1,075			
Tournament Play Greens Fees + Cart		n/a		n/a	NEW	\$17	Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Play Greens Fees + Cart- Mon-Fri Start, 12 - 3 p		n/a		n/a	NEW	\$15	Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Play Greens Fees + Cart - Glow Tournament					NEW	\$12	Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Fee		n/a		n/a	NEW	\$100	Includes room rental for duration of tournament, name cards on carts & placement of provided signs on course
Tournament Fee - Glow Tournament					NEW	\$160	Includes one (1) glow ball per player, glow course, beverage cart driver (beverages add'l fee), room rental for duration of tournament, name cards on carts & placement of provided signs on course

ID Cards

Type	No Cards	Fee	Notes
Business, 1 - 9 Employees	1	\$5.00	Valid for 1 year
Business, 10 - 50 Employees	2	\$5.00 ea	Valid for 1 year
Business, 51 - 100 Employees	4	\$5.00 ea	Valid for 1 year
Business, 100+ Employees	5	\$5.00 ea	Valid for 1 year
Resident ID Card	1	\$5.00	Valid for 3 years

Dog Park

Type	Resident	Non-Res	Notes
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Annual Fee, First Dog	\$30	\$80
Annual Fee, Additional Dog	\$15	\$25
Annual Fee, First Dog After July 1	\$15	\$40
Annual Fee, Additional Dog After July 1	\$7.50	\$12.50

Community Garden Membership

	Type	Resident	Non-Res	Notes
Annual Fee, 15' x 5' Plot		\$25	\$50	

November 16, 2012

Mayor & City Council
Creve Coeur Government Center
300 N. New Ballas Road
Creve Coeur, MO 63141

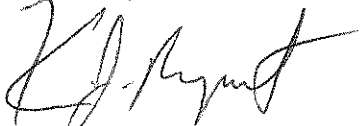
Honorable Mayor and City Council Members,

At its meeting on November 15, 2012, the Parks & Recreation Committee discussed several proposals set to appear on the Council Agenda in the coming weeks.

The Parks & Recreation Committee would like to give a positive recommendation to Council in support of the proposed Sponsorship Program Guidelines and extension of the reciprocal agreement with Ruth Park Golf Course in University City. The Committee strongly believes that each of these programs will enhance resident experience through additional program funding and services available.

Additionally, the Committee would like to positively recommend the proposed fee changes for the upcoming year and believe the new fees will continue to offer a great value to residents, non-residents and businesses.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Rejent", with a stylized, flowing script.

Kevin Rejent
Parks & Recreation Committee Chair



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
NOVEMBER 21, 2012
7:45 A.M.**

A meeting of the Nominating Committee for the Building Code Board of Appeals, Employee Pension Fund Board, Parks and Recreation Committee, Horticulture, Environment and Beautification and Historic Preservation Committee was held on Wednesday, November 21, 2012 starting at 7:49 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Mayor Glantz called the meeting to order to consider appointment of one (1) position for the Building Code Board of Appeals, one (1) position for the Employee Pension, two (2) positions for the Parks and Recreation Committee, two (2) Horticulture, Environment and Beautification Committee and three (3) positions for the Historic Preservation Committee pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

BUILDING CODE BOARD OF APPEALS

The Nominating Committee consisted of:

Barry Glantz, Mayor
Robert Hoffman, Council President

The following resumes/letters of interest were received:

Richard Jacobs
Adam Shulenburg, recommended by Jill Schupp
William "Bill" Huss, recommended by Council Member D'Alfonso and Council Member Wang

Mayor Glantz stated there is one vacancy on the Building Code Board of Appeals due to the death of Mr. McNulty whom passed in July 2012. McNulty was reappointed in June for a three year term.

Mark Perkins stated per Section 500.040, Chapter 1, Section 112.4 of the Code Book it indicates some specific requirements and backgrounds for potential members.

Mayor Glantz asked if it would be better to have a better mix of residents among Wards.

Council President Hoffman stated it would be best to have someone with a background in construction, architecture or engineering to make decisions on an appeal. William Huss is an electrician the remaining two applicants have a law background and investment background.

Mayor Glantz stated Chairman Colton could not attend this morning's meeting but had an opportunity to review all of the applications. Mr. Colton sent an e-mail dated November 15, 2012 recommending William Huss to be appointed to the Building Code Board of Appeals for his qualifications and background.

Council President Hoffman moved, seconded by Mayor Glantz to appoint William Huss for a three year term which will expire June 30, 2015, with the vote upon such motion being as follows, to-wit:

Council President Hoffman, Aye
Mayor Glantz, Aye

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

PARKS AND RECREATION COMMITTEE

The Nominating Committee consisted of:

Barry Glantz, Mayor
Robert Hoffman, Council President
Kevin Rejent, Parks Chair



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
NOVEMBER 21, 2012
7:45 A.M.**

The following resumes/letters of interest were received:

Lee Ann Baker
Ted Ruzicka
David McCoy, recommended by Council Member Saunders
Megan Brown

Mayor Glantz stated there are two vacancies on the Parks and Recreation Committee due to the resignations of Mr. Bernstein and Ms. Sosna. Both were going to be term limited June 30, 2012 but resigned in May of 2012.

Chairman Rejent stated he personally knows Ted Ruzicka and said he is enthusiastic about the Parks Committee, Lee Ann Baker has a good divers background and would be good, David McCoy is very passionate about Millennium Park and Meghan Brown is ineligible for appointment as she is currently a contracted vendor of the Parks Department.

Council President Hoffman moved, seconded by Mayor Glantz to appoint Ted Ruzika and David McCoy each to a three year term which will expire June 30, 2015, with the vote upon such motion being as follows, to-wit:

Council President Hoffman, Aye
Mayor Glantz, Aye
Chairman Rejent, Aye

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

EMPLOYEE PENSION FUND BOARD

The Nominating Committee consisted of:

Barry Glantz, Mayor
Robert Hoffman, Council President

The following resumes/letters of interest were received:

Jeremy Gogel
William Wu
Michael Neal

Mayor Glantz stated there is one vacancy on the Employee Pension Fund Board due to the resignation of Mr. Grote and the unexpired term will expire August 30, 2013.

Council President Hoffman stated Mr. Neal is the most qualified with heavy experience in managing pensions. This is a specialized Board and needs members with specialized background. Mr. Gogle has a law background and Mr. Wu has a business background.

Council President Hoffman moved, seconded by Mayor Glantz to appoint Michael Neal to fill the unexpired term which expires August 30, 2013, with the vote upon such motion being as follows, to-wit:

Council President Hoffman, Aye
Mayor Glantz, Aye

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

HORTICULTURE, ENVIRONMENT AND BEAUTIFICATION COMMITTEE

The Nominating Committee consisted of:



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
NOVEMBER 21, 2012
7:45 A.M.**

Barry Glantz, Mayor
Robert Hoffman, Council President

The following resumes/letters of interest were received:

Mahamid Khan
James Graham

Mayor Glantz stated there are two vacancies on the HEB Committee due to the resignations of Richard Koch and Victoria Barmak. Mayor Glantz stated he received a memo dated November 20, 2012 from HEB Chair Fran Cantor and she recommends the appointment of Mr. Khan and Mr. Graham.

Council President Hoffman moved, seconded by Mayor Glantz to appoint Mahamid Khan to fill the unexpired term which expires June 30, 2013 and James Graham to fill the unexpired term which expires June 30, 2014, with the vote upon such motion being as follows, to-wit:

Council President Hoffman, Aye
Mayor Glantz, Aye

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

HISTORIC PRESERVATION COMMITTEE

The Nominating Committee consisted of:

Barry Glantz, Mayor
Robert Hoffman, Council President

Mayor Glantz stated he received an e-mail dated November 18, 2012 from Chairman Carole Levin requesting to not appoint anyone to the Historic Preservation Committee at this time. (The Committee already has eleven (11) members, expandable to fifteen (15). Mayor Glantz and Council President Hoffman agreed not to appoint anyone at the request of the Chair.

The Nominating Committee Meeting adjourned at 8:25 a.m.

Attest:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

SAMPLE LANGUAGE FOR HISTORIC PRESERVATION ORDINANCE

INTRODUCTION

Today, Ohioans are increasingly searching for effective ways to protect their historic neighborhoods, downtowns and rural landscapes and the irreplaceable character of the buildings and structures that define these places and provide us with visible evidence of our past. For over 75 years, the local historic preservation ordinance has been an effective tool for accomplishing this goal.

CONSTITUTIONAL BASIS FOR EFFECTIVE HISTORIC PRESERVATION LEGISLATION

Federal Level

The constitutionality of local historic preservation ordinances was upheld by the U.S. Supreme Court in the case *Penn Central Transportation Company v. New York City*, which was decided in 1978. Some people feel it is illegal for a city or village to tell them what they can or cannot do with their property, other than to insure healthy and safe conditions. However, the Supreme Court decision upheld the concept that a city can enact land use controls that preserve the aesthetic features of a city, including the areas that have special historical, archaeological and architectural significance. **The court ruled that such laws do not constitute a “taking” of a property as long as an owner may still get a reasonable return from his property and the restrictions are closely related to promoting the general welfare of the citizenry.**

State Level

Ohio facilitates the establishment of local preservation legislation by providing for strong “Home Rule” through which local communities can utilize their general municipal “police powers” to designate groups of historic or archaeological properties, usually called “historic districts,” or individual properties (sometimes referred to as “landmarks”) as zoning overlays. This means that the legal use of the land does not change, but that an additional designation of historic “zone” is identified.

Local Level

What the Supreme Court decision means to communities in Ohio is that the legal foundation for local historic preservation legislation is firmly upheld as long as there are well-thought-out criteria and standards, good hearing procedures, well-documented records and sound administrative oversight and as long as decisions are consistent and serve multiple public goals. Detailed minutes must be kept, historic sites and districts must be carefully researched and selected throughout the community, and design review decisions must be consistent and based upon sensible design guidelines which are readily understandable and available to the public.

What is a historic preservation ordinance?

The preservation ordinance is nothing more than local legislation (a law) enacted to protect historic districts, individual buildings and archaeological sites from destruction or insensitive remodeling. It is a legal means by which local communities can identify, evaluate and protect historic properties. Such laws empower a board or commission to regulate to a greater or lesser degree, the design of exterior changes to buildings within a defined area.

ESTABLISHING EFFECTIVE LOCAL LEGISLATION

The most effective local ordinances enable the establishment of a design review board or commission and the designation of local historic districts and individual landmarks. Ordinances of this type are called “enabling ordinances.” Most ordinances do not identify specific districts or landmarks in the ordinance itself. In this way additional historic properties may be identified and designated in the future.

An enabling ordinance:

- declares public policy
- explains why the review board is being established
- states how the members of the board will be appointed and their responsibilities
- includes criteria and procedures for the designation of historic districts and individual landmarks
- states procedures for review of work to be undertaken to the designated properties
- provides for the review of proposed demolition and new construction in historic areas
- stipulates penalties and appeals procedures

One clear advantage of the enabling ordinance is that it establishes a community’s historic preservation program as an integral part of city or village government, recognized by law.

ENABLING ORDINANCES SHOULD HAVE THE FOLLOWING SECTIONS:

• Title

The title should be brief and should identify the content of the ordinance.

• Statement of purpose

List the purposes served by the adoption of the ordinance. These might include the promotion of aesthetic and architectural values, civic-mindedness or cultural values.

• Definitions

Be thorough! Never assume that the public, elected officials or even members of a board or commission know the definition of terms routinely used in the administration of a local ordinance.

• Procedures for establishing a review board or commission

This section establishes and describes the entity within local government that will administer the ordinance. What is the name of the entity? How many members are there? Who appoints them and for how long? What are their qualifications? What officers will there be, etc.?

• Powers and duties of the review board or commission

Describe the actual responsibilities of the board or commission. Most boards are charged with conducting historic surveys, maintaining historic property inventories and keeping adequate records. However, their most important function, the authority to designate and regulate historic properties, varies from community to community. This includes the responsibility for approving applications for construction, preservation, demolition, restoration, reconstruction and rehabilitation submitted by the owners of individually designated properties and those within historic districts.

- **Criteria and procedures for identification, review and designation of historic districts and individual landmark**

This section spells out the criteria used for designating historic districts and landmarks. The criteria may vary from community to community but basically relies on the criteria for listing on the National Register of Historic Places. In addition, the designation process must allow for an adequate notification period; provide an opportunity for property owners to be heard before the designation and specify who can nominate properties, how and when property owners are notified, and whether public hearings are required.

- **Procedures and standards for reviewing proposed alterations (including demolition and new construction) and for the issuance of approval to proceed with work to a designated property**

This section gets at the heart of the design review process, the approval to proceed with work to a designated property, and the issuance of a certificate usually known as a Certificate of Appropriateness. The approval or denial should be based on specific criteria (design guidelines), which are based on the Secretary of the Interiors' Standards for Rehabilitation. Describe the types of changes subject to design review and the standards the board or commission will use to evaluate these changes. This section also sets out the timetables for commission decision-making, in order to insure timeliness and fairness.

- **Enforcement provisions and penalties**

Enforcement provisions are necessary to ensure that a commission's authority is binding. The ordinance should describe the consequences of failure to follow the law. The ordinance may establish specific penalties for violation or provide for civil remedies.

- **Appeals procedures**

In many cases ordinances allow a property owner to appeal to another decision-making body, such as a plan board or commission, with final determination generally made by the elected city or village council.

- **Severability**

Most ordinances have a severability clause, which allows the ordinance as a whole to remain in effect if a court has determined that a specific provision is invalid.

- **Minimum Maintenance**

If not already included in a separate city ordinance, preservation ordinances often include some means of addressing the deterioration of historic buildings from neglect. Minimum maintenance provisions should:

1. Clearly state prohibited conditions of deterioration
2. Provide adequate enforcement procedures
3. Contain some means of addressing cases of economic hardship

MODEL ORDINANCE

The following model ordinance meets the Ohio Historic Preservation Office requirements for becoming a Certified Local Government. It includes sample language for all of the ordinance sections highlighted above. However, communities that are interested in adopting an historic preservation ordinance should remember that the ordinance should be tailored to meet their particular needs and administrative structure.

SECTION 1.0 Title

Sample language:

1. Historic Preservation
2. This chapter shall be referred to as the Historic Preservation Code
3. The ordinance shall be known as the “Historic Preservation Ordinance of the City or Village of _____.”

1.2 Statement of Purpose

Sample language:

1. To foster civic beauty
2. To stabilize and increase property values
3. To strengthen the local economy
4. To maintain and enhance the distinctive character of historic buildings and areas
5. To safeguard the heritage of the City or Village of _____ by preserving districts which reflect elements of its history, architecture, archaeology, engineering or culture
6. To protect and enhance the City’s attractions to prospective residents, businesses and tourists
7. To facilitate reinvestment in and revitalization of certain older districts and neighborhoods

1.3 Definitions

When drafting your ordinance you may wish to include other terms that do not appear here.

Sample definitions:

1. **Alteration**-Any act or process that changes one or more of the exterior architecture features of a building or structure, including but not limited to the erection, construction, reconstruction, or removal of the building or structure
2. **Addition**-Any act or process that changes one or more of the exterior architectural features of a building or structure by adding to, joining with or increasing the size or capacity of the building or structure
3. **Building**-Any structure created for the support, shelter or enclosure of persons, animals, or property of any kind and which is permanently affixed to the land
4. **Certificate of Appropriateness**-A certificate issued by the architectural review board or commission indicating that a proposed change, alteration or demolition of a historic building or structure or within a historic site or district, is in accordance with the provisions of this chapter and local design guidelines
5. **Change**-Any alteration, demolition, removal or construction involving any property subject to the provisions of this chapter
6. **Construction**-The act of constructing an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property
7. **Demolition**-Any act or process that destroys in part or in whole any building or structure
8. **Historic District**-Any area designated by ordinance of the city or village council which may contain within definable geographic boundaries, buildings, structures or sites of historic, architectural or archaeological significance
9. **Historic Structure**-Any building or structure which has historic, architectural or archaeological significance and has been so designated according to the provisions of this chapter. The significance of a property to the history, architecture, archaeology,

engineering, or culture of a community, state, or the nation. It may be achieved in several ways:

- Association with broad pattern of our history, events, activities, or patterns
 - Association with important persons • Distinctive physical characteristics of design, construction, or form
 - Potential to yield information important in history or prehistory (archaeology)
10. **Landmark**-Any building, structure or archaeological site that has been designated as a “landmark” by ordinance of the city or village council, pursuant to procedures proscribed herein, that is worthy of preservation, restoration or rehabilitation because of its historic, architectural or archaeological significance
 11. **Owner**-the owner or owners of record
 12. **Preservation**-The act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property
 13. **Reconstruction**-The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location
 14. **Rehabilitation**-The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values
 15. **Restoration**-The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project
 16. **Review Board or Landmarks Commission**-the board or commission established under the provisions of the enabling legislation

1.4 Procedures for Establishing a Board or Commission

Sample language

1. The board or commission shall consist of a minimum of five members, all of whom have demonstrated a special interest, experience or knowledge in history, architecture or related disciplines
2. At least (2) preservation related professional members to the extent such professionals are available in the community (this shall include the professions of architecture, architectural history, history, archaeology, planning or related disciplines)
3. At least (2) year terms of office which are staggered
3. Rules of procedure, including a section addressing conflict of interest, established and made public
4. At least (4) meetings a year held at regular intervals, in a public place, advertised in advance and held in a public place
5. Review decisions made in a public forum, applicants notified of meeting's and advised of decisions
6. Written minutes of board or commission actions available for public inspection

7. Written annual report of board or commission activities, including: cases decisions, special projects, qualifications of members etc., kept on file and available for public inspection
8. Vacancies on the board or commission filled within 60 days, unless
9. extenuating circumstances require a longer period

1.5 Powers and Duties of Board or Commission

Sample language:

- The board shall have the sole power to permit, by approval of the application of any property owner, the demolition, construction, preservation, restoration, rehabilitation of any home, commercial establishment or other structure, or new construction within the historic district.
- The board or commission shall determine the appropriateness of the application regarding demolition, construction, preservation, restoration, reconstruction and rehabilitation of structures within the designated historic district.

1.6 Procedures for the Identification, Review and Designation of Individual Landmarks and Historic Districts

Sample language (Designation Criteria):

In considering the designation of any area, property, or site as a historic district or landmark, the board or commission shall apply the following criteria:

- Its character, interest or value as part of the development, heritage or
- cultural characteristics of the city, state or nation
- Its location as a site of a significant historic event
- Its identification with a person significant in our past
- Its exemplification of the cultural, economic or social heritage of the city, state or nation
- Its portrayal of a group of people in an era of history, characterized by a distinctive architectural style
- Its embodiment of distinguishing characteristics of a building type or architectural style
- Its embodiment of elements of architectural design, detail, materials or craftsmanship, which represent a significant architectural innovation
- Its identification as the work of an architect or master builder whose work has influenced the city, state or nation
- Its potential to yield information important in prehistory or history (archaeology)

1.7 Procedures for Reviewing Proposed Alterations (Including Demolition and New Construction) to Designated Resources

Sample language:

1. No person shall demolish or make any alteration or environmental change to any designated historic property without first obtaining a certificate of appropriateness.
2. The design review board shall make a determination on an application for certificate of appropriateness within 30 days of the filing of the action, or within 60 days if a public hearing is required, unless the applicant approves an extension of time. The board may also table the application for additional information, or for lack of information or clarification until the next meeting or for a specific period of time. If the board fails to

render its decision within the specified time period, the application for certificate of appropriateness shall be deemed approved.

3. The board or commission shall make a determination on an application for certificate of appropriateness within 30 days of the filing of the action, or within 60 days if a public hearing is required.
4. In making such a determination, the Commission shall refer to the Secretary of the Interior's *Standards' for Rehabilitation* and to design guidelines adopted by the Commission.

Note: Some ordinances address the issue of demolition under a separate section.

Sample Language:

In addition to the above procedures, if an application for a certificate of appropriateness seeks approval of demolition, the board or commission may delay determination of the application for a period of (60, 90, 180) days upon a finding that the structure is of such importance that alternatives to demolition may be feasible and should be actively pursued by both the applicant and the board. In the event that action on an application is delayed as provided herein, the board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this ordinance. Such steps may include but are not limited to, consultation with civic groups, public agencies, and interested citizens, marketing plans, recommendation for acquisition of the property by public or private bodies or agencies, and exploration of the possibility of moving the structure or structures.

1.8 Enforcement Provisions and Penalties

Sample language:

1. If it is found that any of the provisions of these standards are being violated, the person responsible for such violations shall cease all work upon notification, and no work shall be performed except to correct the violations. All work shall be corrected within a reasonable period and any violations not corrected within the specified time may be prosecuted.
2. Whoever constructs, reconstructs, or alters any exterior architectural feature or demolishes a substantial part or all of any building within the historic district without a Certificate of Appropriateness shall be fined not more than one hundred dollars (\$100.00). Each day of violation shall be considered a separate offense. Whoever violates this section shall be required to restore and reconstruct such features in full detail.
3. Whoever constructs reconstructs or alters any exterior architectural feature now or hereafter in violation of this chapter shall be deemed guilty of a misdemeanor and shall be fined not less than \$50.00 nor more than \$5,000.00.

1.9 Appeals Procedures

Sample language:

1. Decisions by the historic district commission may be appealed to the City Plan Commission within ten (10) days of the board or commission hearing. No building permit or other permit required for the activity applied for shall be issued during the ten-day period or while an appeal is pending.
2. The City Plan Commission shall consider an appeal within thirty (30) days of receipt and shall utilize the written findings of the board or commission in rendering their decision. A

majority vote of the Plan Commission shall be required to overturn a decision of the board or commission.

2.0 Severability

Sample language:

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared severable.

2.1 Minimum Maintenance Requirement

Sample language:

No owner of a building or structure in the historic district, shall by willful action or willful neglect, fail to provide sufficient and reasonable care, maintenance and upkeep to ensure such building's perpetuation and to prevent its destruction by deterioration. The owner of a protected property shall provide sufficient maintenance to ensure its protection from hazards and to prevent deterioration.

Bibliography

Local Historic Preservation Legislation

"Maintaining Community Character: How to Establish a Local Historic District,"

Pratt Cassity, National Trust for Historic Preservation, 2001.

"Establishing a Demolition By Neglect Ordinance," Dan Becker, The Alliance Review, National Alliance of Preservation Commissions, Feb./March 1999.3

"Zoning and Historic Preservation," Stephen A. Morris, Cultural Resources, Partnership Notes, National Park Service, August 1998.

"A Layperson's Guide to Historic Preservation Law: A Survey of Federal, State and

Local Laws Governing Historic Resource Protection," Julia Miller, National Trust for Historic Preservation, Information Series, July 1998.

Characteristics of Effective Local Historic Preservation Legislation, Judith L. Kitchen,

Ohio Historic Preservation Office, Ohio Historical Society, Columbus, Ohio 1989.

Design Review in Historic Districts, Rachel S. Cox, National Trust on Historic Preservation, 1997.

Secretary of the Interior Standards for Rehabilitation, National Park Service, October 1992.



INTEROFFICE MEMORANDUM

Date: November 20, 2012

To: Mark Perkins, City Administrator
From: Kirsten Barnes, Director of Parks & Recreation
Subject: Sponsorship Program

Attached you will find a copy of the proposed Sponsor Program and Guidelines for Parks & Recreation for your review. Currently, Parks & Recreation can accept donations for events and activities under Section 130.070(C) of the City Charter which governs donations. However, the attached creates a Sponsorship Program wherein potential sponsors have the opportunity to provide monetary or in-kind sponsorships in exchange for the opportunity to connect their business with participants in Parks & Recreation events and activities through a variety of brand-building avenues. By packaging a variety of sponsorship opportunities together, businesses can choose how to best distribute their marketing dollars and effectively grow their business. Additionally, the guidelines create a clear and comprehensive plan that requires accountability by City staff while enhancing resident experience at events and ultimately growing local businesses.

I would be happy to provide any additional information upon request.

Attachments:

- Parks Sponsor Program and Guidelines



Creve Coeur Parks & Recreation
Dielmann Recreation Complex
11400 Olde Cabin Road
Creve Coeur, MO 63141
Tel 314-872-2570
Fax 314-872-2580
www.creve-coeur.org

PARKS SPONSOR PROGRAM

COMMUNITY INVOLVEMENT OPPORTUNITIES

CREVE COEUR, MISSOURI

THE HEART OF COMMUNITY & COMMERCE

City of Creve Coeur Parks & Recreation

CREVE COEUR PARKS & RECREATION MISSION

Better health, community connections and fun are just a few examples of how Creve Coeur residents benefit from Parks & Recreation services. Our mission is to deliver a variety of recreation programs and services that encourage health, fitness, relaxation and citizen involvement while promoting a strong sense of community for residents of Creve Coeur.

SERVING 18,000 CREVE COEUR RESIDENTS THROUGH QUALITY PROGRAMS & EVENTS

Each year, fees and taxes fund operational expenses required to make programs, parks & facilities succeed. Additional support from our business community will allow our offerings to be even better. By partnering with Creve Coeur Parks and Recreation, you will help provide additional events to the community, enhance current programs, fuel an active and healthy community, and enrich the lives of our residents.

WITH PARKS AND RECREATION, THE BENEFITS ARE ENDLESS

Your partnership with Creve Coeur Parks & Recreation will enhance the lives of our residents and their guests, and demonstrate positive corporate citizenships, and increasing your visibility in the community.

ACT TODAY TO STRENGTHEN TOMORROW

Take advantage of our first partnership opportunities to get fresh exposure to your customers while building a stronger, healthier more active community. Contact me today to secure your partnership.

Kirsten Barnes
Director of Parks and Recreation
314-872-2570
kbarnes@ci.creve-coeur.mo.us

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

The following community activities and events are available for sponsorship:

HEART TO HEART 5K/10K RUN

The biggest event of the year, this event plays host to approximately 300 runners and walkers and is a fundamental part of program development for Creve Coeur Parks & Recreation.

Service Sponsor – 6-8 Event Volunteers: Schools & service organizations are invited to take part through our Service Sponsor. Organization name included on signage at event and on event t-shirts, and recognition during event announcements.

Contributing Sponsor - \$300: Organization name included on printed promotional material and signage at event and on event t-shirts, and recognition during event announcements.

Assisting Sponsor - \$500: All Contributing Sponsor benefits PLUS company logo on printed materials & t-shirts and display of banner (up to 4' x 6') provided by company at event and promotional material or coupons in race packets.

Uplifting Sponsor - \$750: All Assisting Sponsor benefits PLUS VIP tent and table at event and logo on race packets.

Helping Hand Sponsor - \$1,500: All Uplifting sponsor benefits PLUS logo on staff & volunteer t-shirts and logo used on website.

Heart to Heart Sponsor - \$3,000: All Helping Hand Sponsor benefits (logo on front of t-shirt with event logo) PLUS logo on all promotional material, logo and link on website and recognition as Heart to Heart Sponsor on webpage.

HOLIDAYS ON ICE – FREE COMMUNITY SKATING SESSIONS

Held each year over the winter school break, these three (3) free community ice skating sessions are a great chance for area residents to enjoy safe, family-oriented fun. Sponsorship of this event includes all three (3) sessions.

Hot Chocolate Sponsor - \$150: Company name on signage and recognition at event.

Peppermint Sponsor - \$300: All Hot Chocolate Sponsor benefits PLUS company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

Sugarplum Sponsor - \$500: All Peppermint Sponsor benefits PLUS recognition on website and promotional table staffed by your company at the event.

Snow Sponsor - \$1800: Purchase the sole sponsorship of the Holidays on Ice events through this sponsorship opportunity.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

FLICKS ON THE FAIRWAY & MOVIES IN THE PARK (SUMMER)

Family-oriented movies are shown throughout the summer at dusk and appeal to both Creve Coeur residents and our neighbors as well. Sponsorship below is for one (1) movie.

Popcorn Sponsor - \$75: Company name on signage at event.

Box Office Sponsor - \$100: Company logo on signage at event.

Indie Sponsor - \$250: Company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

Blockbuster Sponsor - \$500: All Indie Sponsor benefits PLUS recognition on Creve Coeur Parks & Recreation website, and recognition before and after the movie and promotional table staffed by your company at the event.

Oscar Sponsor - \$800: All Blockbuster Sponsor benefits PLUS your company will be the sole sponsor of your movie and receive a VIP viewing area!

SUMMER CONCERT SERIES

New in 2013, two concerts in Creve Coeur parks will delight families and offer an alternative evening out. Sponsorship below is for one (1) concert.

Top-20 Sponsor - \$100: Company name on signage at event and recognition at event.

Chart-Topper Sponsor - \$250: All Top-20 Sponsor benefits PLUS company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

Gold Sponsor - \$500: All Chart-Topper Sponsor benefits PLUS recognition on website and promotional table staffed by your company at the event.

Platinum Sponsor - \$1500: All Gold Sponsor benefits PLUS VIP tent with drinks and light snacks at event, logo on staff event t-shirts, and links to your website on event webpage.

PASSPORT TO PLAY PLAYGROUND PROGRAM

Three annual events are designed to get kids from Kindergarten to Seventh Grade active in Creve Coeur Parks. Traditional activities get kids up and moving in a safe environment just like when you were a kid!

Presenting Sponsor - \$500: This sponsorship is the sole sponsor for one (1) of the three events and includes logo recognition on promotional materials, logo on staff t-shirts and recognition at event.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

ARBOR DAY EVENTS

Recognizing the importance of our environment, Creve Coeur is proud to sponsor an annual event to celebrate Arbor Day with activities for the entire family.

Children's Activity Sponsor - \$100: Promotional table on day of event, recognition on promotional materials and at event.

Entertainment Sponsor - \$300: Includes Children's Activity Sponsor benefits PLUS display of banner (up to 4' x 6') provided by company at event.

Presenting Sponsor - \$500: Includes Entertainment Sponsor benefits PLUS logo and webpage link used on website.

SPRING STARGAZER EVENT

New in 2013, this family event will play host to the St. Louis Astronomical Society and offer residents an opportunity to see some of the most beautiful celestial sights in the sky.

Stargazer Sponsor - \$150: This sponsorship is the sole sponsor and includes logo recognition on promotional materials and banner (up to 4' x 6') provided by your company placed at event.

MASTERS MAYHEM GOLF TOURNAMENT

Join the Masters fun as we create mayhem throughout the course with extended fairways and challenging greens! Participants play our 9-hole course in two-man scramble format followed by box lunch and awards!

Hole Sponsor - \$60: Hole sponsorship sign at designated tee box.

Leader Board Sponsor - \$125: Includes one (1) player fee, sign at designated hole, give-away items in player packages, and mention on in-cart signage.

Fairway Sponsor - \$200: Includes all Leader Board Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Green Jacket Sponsor - \$400: Includes all Fairway Sponsor benefits PLUS two (2) additional player fees (total of four), logo on in-cart signage and name listed on all printed promotional material.

Beverage Cart Sponsor \$600: Includes all Green Jacket Sponsor benefits PLUS signage on beverage cart with your company's representative riding on cart to meet and greet players.

Augusta Sponsor - \$900: Includes all Chardonnay Sponsor benefits PLUS your logo embroidered on left sleeve of polo,, company logo on all promotional material, promotional table at event, and logo on Creve Coeur Golf Course website as Vintage Sponsor.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

CREVE COEUR DAYS GOLF TOURNAMENT

Held every year in May, this four person scramble includes awards going to the winners in two different flights. An 18-hole event with closest-to-pin, long drive, and other contests! After the event, join us for dinner, awards, and prizes.

Hole Sponsor - \$80: Hole sponsorship sign at designated tee box.

Par Sponsor - \$150: Includes one (1) player fee, sign at designated hole, give-away items in player packages, and mention on in-cart signage.

Birdie Sponsor - \$250: Includes all Par Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Eagle Sponsor - \$500: Includes all Birdie Sponsor benefits PLUS two (2) additional player fees (total of four), your logo on a golfer gift package, logo on in-cart signage and name listed on all printed promotional material.

Beverage Cart Sponsor \$700: Includes all Birdie Sponsor benefits PLUS signage on beverage cart with your company's representative riding on cart to meet and greet players.

Ace Sponsor - \$1,200: Includes all Eagle Sponsor benefits PLUS company logo on all promotional material, promotional table at event, and logo on Creve Coeur Golf Course website as Ace Sponsor.

CHILI BOWL GOLF TOURNAMENT

This end-of-year, four-person scramble is a bowl of laughs! A mid-November event Shotgun start, 18-holes, beverages and chili dinner make a great end to the traditional golf season.

Hole Sponsor - \$60: Hole sponsorship sign at designated tee box.

Green Chili Sponsor - \$125: Includes one (1) player fee, sign at designated hole, give-away items in player packages, and mention on in-cart signage.

Jalapeno Sponsor - \$175: Includes Green Chili Sponsor benefits PLUS logo on one (1) player cart.

Serrano Sponsor - \$250: Includes all Jalapeno Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Cayenne Sponsor - \$450: Includes all Serrano Sponsor benefits PLUS two (2) additional player fees (total of four), your logo on tees/balls in players package, logo on in-cart signage and name listed on all printed promotional material.

Beverage Cart Sponsor \$600: Includes all Serrano Sponsor benefits PLUS signage on beverage cart with your company's representative riding on cart to meet and greet players.

CREVE COEUR PARKS & RECREATION SPONSORSHIP OPPORTUNITIES

Habanero Sponsor - \$750: Includes all Serrano Sponsor benefits PLUS company logo on all promotional material, promotional table at event, and logo on Creve Coeur Golf Course website as Habanero Sponsor and company logo on event t-shirt.

BROKEN HEART HUNT

A great way to introduce our residents and neighbors to all that Creve Coeur Parks and Recreation has to offer, this city-wide scavenger hunt ends with \$1000 in gift certificates to local businesses being awarded.

Only 10 Sponsorships Available – No Cash Cost! Each sponsor must provide two (2) \$50 gift certificates for the winning prize package. Each sponsor will receive logo recognition in promotional materials and on website, daily clues to display at your location & recognition in post-event press releases.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Parks Sponsor Program Guidelines

Creve Coeur Parks & Recreation (CCPR) has designed a sponsor program that will enhance our ability to deliver parks and recreation services by seeking partners whose products and businesses are consistent with and appropriate to CCPR mission and lines of business.

These guidelines are designed for businesses entering into sponsor agreements. Sponsorships are not to be confused with corporate donations or gifts for which there is no recognition or compensation. These guidelines are not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists. These guidelines are designed to provide a benefit to everyone in our community without diminishing the public image of CCPR facilities and programs.

In addition to supplementing City Ordinance Section 130.070, the purposes of this guideline is to:

- (1) Clearly state that these partnerships do not constitute a public forum for communication and debate. The rights granted by the partnerships are established and retained at CCPR discretion. CCPR reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors;
- (2) To outline the guidelines and procedures for entering into partnership agreements consistent with CCPR's mission;
- (3) To recognize that partnerships provide an effective means of generating new revenues and alternative resources to support CCPR facilities and programs.

DEFINITIONS

- A. "City" means City of Creve Coeur, a political subdivision of the State of Missouri.
- B. "Director" is the Director of the Creve Coeur Parks and Recreation Department, or his or her designee.
- C. "Partnership Packages" Partnership packages have been created for purposes of providing guidance and direction for potential sponsors and the City. It is understood and expected that minor adjustments may be made as necessary to meet City's and Sponsor's specific needs subject to conformity with restrictions, standards and guidelines set forth in this policy.

POLICY

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- A. **Intent.** It is the intent of CCPR to encourage sponsorships that foster a family friendly image/environment. It is the policy of CCPR that sponsorship agreements will exist in accordance with guidelines, criteria and procedures set forth in this policy.
- B. **Sponsorship Restrictions, Standards and Guidelines.** Sponsorships are accepted on a first-come, first-served basis. In addition to the terms and conditions set forth in each Sponsorship Package, the following restrictions, standards and guidelines shall apply:
 - a. **Prohibited Industries and Products.** In general, the following industries and products are not eligible for sponsorships with CCPR: Police-regulated businesses; companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; adult night club sponsors; political organizations;
 - b. **Message Content.** Sponsorships on City property are maintained as a nonpublic forum. The City intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The City may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Advertisers and advertising agencies are liable for all contents of advertisements including copy, representation and illustrations.
- C. **Sponsorship Criteria.** At a minimum, City Ordinance Section 130.070, Subsection(C)(3) and the following criteria will be taken into consideration when evaluating compatibility of a sponsorship proposal; in all cases, the Director, City Administrator and/or the City Council as outlined herein will have the prerogative to accept or reject a proposal:
 - a. The compatibility of the corporation's products, customers and promotional goals with CCPR Mission;
 - b. The desirability of association with the image;
 - c. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation;
 - d. Community support for, or opposition to, the proposal;
 - e. The operating and maintenance costs associated with the proposal.
- D. **Process of Selling Sponsorships.** The following process shall be followed in selling sponsorships:
 - a. All solicitations will occur in accordance with City Ordinance Section 130.070, Subsection (C)(4);
 - b. The cost of each Sponsorship Package will be based on the value of the exposure and the amount of benefits that are received by the potential sponsor for each sponsorship (see proposed sponsorship packages);

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- c. All details involved with a Sponsorship Package will be approved by the Director and others as outlined herein;
- d. The City reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorship placed without a signed agreement is subject to rates that apply at the time of publication.
- e. All billing for the sponsorship fees will be processed through CCPR.

E. **Sponsorship Program and Administration.**

- a. **Administration.** CCPR Director shall be responsible for the daily administration of CCPR sponsorship program, in a manner consistent with these guidelines.
- b. **Procedure.** The Director shall review each potential sponsor to determine whether the Sponsor falls within the adopted standards and guidelines. Depending upon the annual value of the sponsorship, the following steps shall then commence:
 - i. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of not more than \$999 shall commence as follows in accordance with City Ordinance Section 130.070, Subsection (C)(1):
 - 1. The Director shall make recommendation to the City Administrator for approval based on compatibility with the adopted restrictions, standards and guidelines set forth in this policy.
 - 2. The City Administrator will review the sponsorship proposal to confirm/determine whether the Sponsor meets the adopted restrictions, standards and guidelines set forth in this policy.
 - 3. Ultimately, both the Director and the City Administrator shall each render a final decision to deny or approve the sponsor providing a brief statement of finding(s) in support of decision rendered. The Sponsorship shall not commence in the event that either the Director or the City Administrator deny the sponsorship.
 - ii. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of \$1,000 or greater shall commence as outlined in above Section E (2) and are subject to approval of the City Council as outlined in Section F **Approval, City Council** as follows in accordance with City Ordinance Section 130.070, Subsection (C)(2):

- F. **Approval, City Council.** Upon joint review and compatibility approval of both the Director and the City Administrator, the Director shall prepare and present said findings in the form of a recommendation to the City Council for consideration. Specifically, the Director shall seek authorization/approval by resolution of the City Council to enter into said sponsorship

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

agreement on behalf of the City. Upon the approval of the City Council, the Director shall commence with entering into a formal agreement with the sponsor, consistent with the Sponsorship Program, Creve Coeur City Ordinances as specified, on behalf of City of Creve Coeur.



Creve Coeur Parks & Recreation SPONSOR AGREEMENT

Contact Person

Title

Sponsor Name (as you would like it displayed)

Address

City

State

ZIP

Phone #

Email

Website Address

Facebook Page

Event	Sponsor Level

The advertiser represents that they are fully authorized & licensed to use:

- The names, portraits and/or pictures of persons;
- Any copyrighted or trademarked materials;
- Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any City publications and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party.

Hold Harmless. The advertiser agrees to indemnify and hold harmless the City, its Parks and Recreation Department, its Council Members & employees from and against all claims, losses,

liability, damage and/or expenses arising from sponsorship agreements and advertising except to the extent arising from the City's break of contract or negligence.

This Agreement is subject to the terms and conditions of the Creve Coeur Parks Sponsor Program, receipt of which is hereby acknowledged. This Agreement is not valid unless signed by both the Sponsor and the City. This Agreement shall be void unless funds are received by the due date indicated below. Sponsor solely responsible for delivery of all materials in a timely manner.

Name	Title
------	-------

Signature	Date
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Approved for the City of Creve Coeur subject to receipt of applicable funds by
_____ (insert due date).

Name	Title
------	-------

Signature	Date
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November 6, 2012

Ms. Karla Roeber
Vice President of Public and Government Affairs
Donald Danforth Plant Science Center
975 N. Warson Road
St. Louis, MO 63132

Dear Karla:

We are pleased to have an opportunity to provide a proposal outlining how our firm would address the development of an identity for the “XYZ corridor project” (XYZ) based upon the research “Defining A Plant Science and Technology Corridor.”

Following is a revised proposal based upon our conversation.

AHC Consulting

By way of background, AHC Consulting, a full-service communications firm, was founded in 2006 to provide strategic communications services to local and regional organizations - both in the business and non-profit sectors. Based upon client needs we coordinate a tailored project to efficiently and strategically maximize successful outcomes and resources. Whether it is branding, design, strategic communications, social media, web development or other communications services, we deliver results for our clients.

Our approach

Understanding how the group views success will be a key ingredient in the discovery process that we propose undertaking to develop options for a name, look and feel. Our process is dynamic, creative, and thought-provoking and draws upon a variety of strengths that the group has in tandem with other “big idea.” people. We have helped organizations re-envision their efforts, rebrand; and strengthen their boards and communication efforts to accomplish their newly developed identities and communications plans.

Selected Experience

Selected clients who have benefitted from our expertise in this area include the rebranding GO! St. Louis (from the Spirit of St. Louis Family Fitness Weekend), and communications planning; brand refinement for Paraquad - including development of Accessible St. Louis as a sub-brand - launching later this year; Miriam Foundation and Mental Health America of Eastern Missouri. Other clients have included the Donald Danforth Plant Science Center, Innovate St. Louis, Skandalaris Center for Entrepreneurial Studies at Washington University, St. Anthony’s Medical Center, and St. Luke’s Hospital. We are happy to provide references, and encourage you to contact clients and others familiar with our work to understand the value and commitment we bring to a project. Attached is a sample of some of our graphic design/brand identity work.

Project

Following is an outline for the type of services AHC proposes providing based upon our understanding of the project scope. We have provided a project fee option as we believe it will provide you with the most cost effective option.

Based on our understanding, the strategy of our proposed engagement will be to develop a name and visual identity that will:

- Target and enhance the appeal of area and St. Louis County as a major hub of science-based economic development - strengthening the overall image of St. Louis as a place of robust bioscience innovation and commercialization, with significant depth and resources to expand scientific and economic development, attract top talent, provide well paying jobs, and increase opportunities for bioscience and IT investors in the region
- Create an umbrella identity for organizations located in defined geographical area as well as connect it to the larger St. Louis eco system and similar organizations located in different areas of the region
- Enhance the organization’s ability to develop collaborative relationships, and be known to employees and key influencers in and out of the area

The visual identity will knit the efforts together in a similar way, and will include some communications recommendations to help the organization apply the brand broadly with its partners.

Our approach

Key to the first step is a comprehensive review of research already conducted and a 1 1/2 hour strategy session with the planning group to review.

Secondly, we propose engaging the group in an interactive brainstorming session (1 to 1 1/2 hours) to discuss the project, and develop a laundry list of concepts, names for consideration.

An outside group of smart marketing communications people would be the third step - bringing together people from in and out of the immediate area who have not been involved to date. This list would be developed jointly by AHC and the group, but would likely include people who represent organizations who would benefit from understanding more about these efforts, and share their thinking. This might include representation from business (Microsoft), government (Creve Coeur), community organizations (Jewish Community Center, Life Skills), media (e.g. Creve Coeur Patch). Our experience has shown that educating and getting feedback from possible stakeholders/partners is helpful in generating ideas as well as in the active implementation phase.

Finally, we recommend convening a representative group of those interviewed by Frankel Public Relations during research project “Defining a Plant Science and Technology Corridor” to participate in brainstorm on name, concept, and if desired, a second meeting or direct contact via e-mail showing some of the finalized options for feedback.

We will use information from these meetings to create 8-10 concepts for review by group and have outlined the overall project deliverables below:

Deliverables

- Brand personality overview and 8-10 concepts
- Present up to 3 refined, finalized concepts and designs including examples in different mediums; group will select one for implementation
- Brand guidelines document - Sample attached
- Expanded circle of aware constituents/partners to leverage as possible ambassadors as identity is implemented
- Energized group with name, concept
- Memorandum of communications recommendations and tactics gathered from project - specific ideas to assist in implementing new identity

Team

AHC Consulting brings to the table a team well-versed in the project elements above. Our team's expertise (biographies included at end of letter) and experience will provide your group with significant value as the organization looks to develop options for an identity. Team members Kim Lloyd and Holly Edgell will assist with AHC on the project. Depending on the final scope of work, AHC may include other team members with appropriate expertise.

Timeline - Phase 1 (Project) (October - November 2012)

AHC Consulting estimates that this project will take one to two months to complete. An initial meeting will be essential in detailing a specific schedule based upon the overall objectives.

Consulting for the services outlined above - Phase 1. The fixed project fee will range from \$7,500-\$8,500 depending on the finalized scope with half payable upon execution of a Letter of Agreement. We can arrange for the balance to be due based upon your needs.

Phase 2 - Implementation (December 2012 - May 2013)

Applying the new identity in Phase 2 will be critical. To provide a web template, 4-6 web skeleton pages, layouts for stationary and brochure template, we estimate a range of \$6,000-8,000. (If desired, we would price website development separately though a simple site built on a Word Press template can be done from \$3,000-4,000 typically.)

In our experience, the key success factor is on-going support in the implementation phase. To that end, we propose Phase 2: 4-6 hours consultant time per month (\$150/hour non-profit rate) allocated for follow-up during the 6 months following the project's completion. Often this is follow-up meetings, introductions, counsel on efforts and general check-in.

We look forward to the opportunity to work with the group on the XYZ corridor project. If you agree to the terms of this letter of agreement, please sign and return a copy of this to us along with a deposit of \$3,000. Hereafter, we will send monthly bills of with budget not to exceed \$20,000. Reasonable out-of-pocket costs (mileage, copying typically) will be billed at our cost on a monthly basis.

Thank you for the opportunity to work with your team.

Sincerely,

Allison Collinger
AHC Consulting, LLC

Karla Roeber
Donald Danforth Plant Science Center
Date: _____

*AHC Consulting LLC
9200 Olive, Suite 200
St. Louis, MO 63132
314-994-7676, Ext. 24; 314-680-1583*

Team Biographies

Allison Hawk Collinger, Principal, AHC Consulting LLC. A sought-after speaker, connector, big thinker and trainer, Collinger has been behind some of the regions' key initiatives and celebrations including generating support for two professional sports venues in downtown St. Louis (Edward Jones Dome and Scottrade Center), returning professional football to St. Louis, opening the region's light rail system, being responsible for two Super Bowl Post-Parties, and rebranding the Spirit of St. Louis Marathon and Family Fitness Weekend into GO! St. Louis. Her vision and commitment has been responsible for connecting multiple individuals and organizations, including creation of Coro Connected Women, the Diversity Awareness Partnership, and the Healthy Youth Partnership.

Collinger's company provides "What if?" strategic communications, collaboration and branding services to a range of clients as well as a popular Social Media workshop series, geared to empowering attendees to learn, freshen and incorporate social media tools to strengthen stakeholder engagement. AAIM Employers' Association, a premier employer training association, recently tapped AHC Consulting to launch a series of social media workshops geared to HR professionals.

Formerly vice president of Fleishman-Hillard, Inc. and executive at the St. Louis Rams, she has received three Silver Anvils from the Public Relations Society of America, the highest award bestowed on communications professionals. The St. Louis Business Journal named her to the 40 Under 40 list in 2001.

Collinger holds a B.A. from Trinity University in San Antonio, TX, is a former Coro Fellow in Public Affairs and a graduate of the 1996-1997 Leadership St. Louis program. You can find her on Twitter @ahawkcollinger and @STLRocks.

Kim Lloyd, Strategic Partner, AHC Consulting, LLC, is an award-winning artist and producer specializing in graphic design, illustration, presentation design, and event production. She has partnered with AHC Consulting on a variety of projects including design of a brochure and identity standards for 2008 St. Louis For Kids Fellow, Circus Day Foundation, now rebranded as Circus Harmony; as well as Innovate St. Louis and Paraquad's Accessible St. Louis. Other recent identity projects include brand development of Inflexion, a new subsidiary of Anders, Minkler & Diehl, CPA, creation of show logos for Metro Theater Company productions, and branding of a new initiative and internal marketing programs for Furniture Brands International.

Her company, Lloyd Studio, offers clients a one-stop source for a comprehensive range of design, event, and presentation support services, honed by her 25 years of experience in providing design services, event management and production, informational graphics, promotions, and identity development to a broad variety of well-known clients.

Throughout her career Lloyd has worked with leading international brands, including Visa, Netflix, Sara Lee, Emerson, Pfizer, and Dell Computer Corp. Kim is a thoughtful designer whose counsel has been sought by many senior corporate leaders including the presidents and chief executive officers of AT&T, Emerson, Furniture Brands International, Fleishman-Hillard, Boy Scouts of America, and the National Air Traffic Controllers Association. Above all, Kim believes in the power of good design to engage an audience. As a producer and designer, her attention to detail is paramount.

She comes from a 15-year career at Fleishman-Hillard International. As senior vice president of the creative division, her primary role was managing events, including graphic design, presentation support, event coordination, stage management, and production. Previously, Lloyd

spent 10 years free-lancing in design and illustration for nonprofit organizations and working for Washington University in St. Louis.

She is a St. Louis native and a graduate of the University of Missouri where she received a Bachelor of Arts degree in art with a minor in art history. She serves on the Affton Education Foundation board and volunteers for various local arts organizations.

Holly Edgell, Strategic Partner, AHC Consulting LLC. Journalist, consultant and teacher with expertise across multiple platforms, including the digital space. Edgell is an active presence on social media networks, with a strong grasp of how social networks can foster community interaction around ideas, themes, organizations and issues.

Edgell has more than fifteen years of experience as a journalist. She also has ten years experience teaching journalism at the university level and recently began to provide training to working professionals in an international setting.

Before collaborating with AHC Consulting, Edgell served as one of two St. Louis Regional Editors for Patch.com, AOL's national network of hyperlocal news and community websites. She hired a team of thirteen full-time journalists and launched twelve websites in 2010. As a Regional Editor, Edgell provided editorial, budgetary, and operational oversight for Patch sites in St. Louis and St. Charles communities.

Edgell joined Patch after more than four years on the Radio-Television faculty at the University of Missouri School of Journalism, where she also served as Executive Producer for KOMU-TV, the Columbia, Missouri NBC affiliate. She joined Missouri from the journalism faculty at Florida A&M University.

Prior to her academic career, Edgell served as a segment producer and newscast producer for local television stations in Detroit, Cleveland, Pittsburgh and Youngstown (Ohio). Her television news career began in Belize in 1991, where she served as the first news director for "News 5," the first independent commercial newscast to air in that country.

Edgell holds a master's degree in media management from Kent State University and a bachelor's degree in journalism from Michigan State University. She is an active member of the Society of Professional Journalists. She is currently the national membership committee chair, and served on the national board as Region 7 Director (Iowa, Kansas, Missouri, Nebraska) from 2008 to 2010. She is also an active member of the National Association of Black Journalists.

DEFINING A PLANT SCIENCE & TECHNOLOGY CORRIDOR

Submitted on August 22, 2012
Frankel Public Relations
St. Louis, MO

Presented by: Robyn Frankel
and Frank Hamsher

INTRODUCTION

In April 2012, St. Louis County Economic Council, Monsanto, Danforth Plant Science Center/BRDG Park and City of Creve Coeur (the sponsoring organizations) retained Frankel Public Relations and its consultants, Robyn Frankel and Frank Hamsher, to conduct qualitative research and analysis to gauge interest in developing a unique brand identity for the growing cluster of bio-science, technology and alternative energy innovation and commerce situated in central west St. Louis County.

This area, called XYZ in this report, includes the 600-acre core near the intersection of Olive and Lindbergh Boulevards, which encompasses one of the largest concentrations of plant bioscience and technology enterprises in the world. It is anchored by the Danforth Plant Science Center, the largest independent plant science research institute in the world, and Monsanto, a leading global biotech company focused on agriculture, and includes numerous startup and early stage scientific enterprises within BRDG Park and the new Helix Center Biotech Incubator.

Beyond its core are neighboring areas suitable for future development and expansion. Establishing a distinct identity could target and enhance the appeal of this area and St. Louis County as a major hub of science-based economic development – strengthening the overall image of St. Louis as a place of robust bioscience innovation and commercialization, with significant depth and resources to expand scientific and economic development, attract top talent, provide good paying jobs, and increase opportunities for bioscience and IT investors in the region.

How XYZ Compares to Cortex District & Others

The XYZ area is one of two primary geographic areas in the region with a concentration of entities doing and promoting scientific research and related development (commercial, nonprofit, academic). The other is Cortex on the eastern edge of the Washington University Medical Center. Cortex, which has built a high-profile lab and office building for scientific activities, attracted the new headquarters of Solae, a science-based nutrition company, and planning construction of additional facilities. Although the Cortex name applies to a specific 240-acre redevelopment site, it identifies the District as encompassing numerous programs of

Washington University, BJC Healthcare, Missouri Botanical Garden, Sigma Aldrich, UMSL and more.

There are also other science based businesses and enterprises elsewhere in the region, which are stand-alone facilities, such as UMSL's information technology incubator near the airport, the T-Rex incubator downtown. Missouri Research Park in Weldon Spring and University Park, a research and technology business park at Southern Illinois University-Edwardsville.

Regional Overview

It is important to note that the scope of this project was limited to XYZ and surrounding area. But the prospects for the area must be seen in context of the overall branding of St. Louis and perceptions about marketing of the region as a scientific center.

The regional economic development agency, RCGA, has new leadership and is in the process of rethinking how best to present the St. Louis brand, both within the region and beyond. RCGA is coordinating branding and promotion efforts with the Convention and Visitors Commission, which promotes St. Louis as a convention, business meeting and tourist destination, and currently uses "St. Lou is ..." as its marketing theme.

In conjunction with this study, both RCGA and CVC indicated that while they strongly support the region's bio- and life science and technology sectors, their regional branding initiatives are more broadly focused on a wide range of community assets that make St. Louis a strong community and competitive marketplace.

The Bio-Brand

The region has substantial strength in life sciences, plant sciences, and IT. While many of the individual entities have achieved worldwide recognition, St. Louis does not have an established regional identity or focused marketing program to describe and promote its regional scientific vigor. An effort a few years ago to brand the region's plant and life sciences assets as the "BioBelt" never developed broad acceptance or awareness, and it was ultimately essentially abandoned – primarily due to lack of enthusiasm and little use by those most directly involved in the region's science sector organizations, businesses and leadership.

The cooperative efforts of many businesses, academic, scientific and financial leaders, as well as various organizations, including BioSTL, which evolved from the region's long-time Coalition for Plant and Life Sciences, are essential for developing a strong regional identity.

Interview Process

Through interviews with 35 area leaders involved in and knowledgeable about a wide array of science-based economic development opportunities and progress in St. Louis, as well as additional research, this report presents major considerations for development of a distinctive and effective brand identity, including goals, possible benefits, challenges, and specific activities and tactics. While the interview sample is small and responses are qualitative, we are confident that in broad outline and in many specific areas, those who are knowledgeable about the status and promise of this area share common views.

On crucial questions – such as the desirability of a defined, promoted identity for this geographic area, highlighting its science-based focus – a strong consensus emerged.

The report includes many specific comments, including those expressed by only a few individuals that raise issues or perspectives that differ in various ways from the more widely expressed views. Overall, the weight of opinion and comments support conclusions and recommendations.

Project Underwriters

This study was underwritten by the following organizations: St. Louis County Economic Council, City of Creve Coeur, Danforth Plant Science Center/BRDG Park, and Monsanto.

LEADERSHIP INTERVIEWS

Regional

Denny Coleman, St. Louis County Economic Council
Joe Reagan, RCGA
Kitty Ratcliffe, CVC
Steve Johnson, RCGA
Bert Vescolini, St. Louis Science Center

Plant Science & Ag Biotech

Dr. William H. Danforth, Danforth Plant Science Center
John McDonnell, BioSTL & Danforth Plant Science Center
Dr. Phillip Needleman, multiple affiliations
Donn Rubin, BioSTL
Kelly Gillespie, MOBIO
Frank Stokes, Coalition for Plant & Life Sciences
David Fischhoff, Monsanto
Jan Holloway, Monsanto
Patrick Delaney, American Soybean Assn. (D.C.)

BRDG Park, Helix Center & Entrepreneurship

Sam Fiorello, BRDG Park & Danforth Plant Science Center
Mark Gorski, BRDG Park
Beth Noonan, Helix Center Biotech Incubator
Ed Bryant, St. Louis County Economic Council
Marilyn Gannon, Innovate STL
Charlie Dilks, Wexford Equities/Cortex (Baltimore, MD)

Advisors – Business Strategy & Venture Capital

Brian Clevinger, Prolog Ventures
Dan Burkhardt, Oakwood Medical (Stereotaxis)
Vicki Gonzalez, Nidus Partnership
Mich Hein, Nidus Partnership
David Schlafly, Schlafly Corp. (Commercial Real Estate)

Creve Coeur

Mayor Barry Glantz, Architect
Mark Perkins, City Manager
Don Kalicak, Council & Mercy Healthcare
Tara Nealey, Council & Polsinelli Shughart
Dr. Scott Saunders, Council & BJC
Theresa Ruzicka, Council & Rubin Brown (counsel for entrepreneurs)

Discussions (not formal interview)

Dr. James Carrington, Danforth Plant Science Center
Dr. Roger Beachy, Danforth Plant Science Center
Dennis Lower, Cortex
Andy Hoyne, Polsinelli Shughart (counsel for entrepreneurs)

RESEARCH FINDINGS

Substantive Basis for Distinctive Identity

Almost all of the participants in this study are very familiar with the geographic location and principal assets at the heart of XYZ (Monsanto, Danforth Center, BRDG Park, Helix Center, and, to a lesser extent, the nearby light industrial and office park areas). They consistently expressed the view that the area is a distinct center of science-based enterprise that merits being named and promoted. The distinctiveness of the area *exists* – it just needs to be recognized.

- “The area already has a significant and growing concentration of plant science, ag biotech, alternative energy, animal health and nutrition and related activities, as well as a talented workforce.”
- “As an established center of activity for entrepreneurs and international bioscience and technology businesses, cutting-edge research, global biotech leadership, prestigious international conferences and more, it is an important anchor of the St. Louis regional bioscience and technology continuum and has significant potential for further development and growth of science-based activity.”
- “Properly promoted and developed, it presents a regional opportunity to attract significant entities, from start-ups to international enterprises to sizable existing companies.”

A Name Would Help Connect the Dots

There needs to be a “shorthand” for talking about this area and its assets. Having a name would create a clear and consistent way to refer to this area instead of by its various stand-alone enterprises. A name would build understanding that there is a strong concentration of activity, as well as collaboration, coordination and cooperation.

- “There are too many ways to refer to the area now. We need a moniker.”
- “It is awkward not having a consistent way to reference the area.”

The consistent forceful theme that emerged from interviews is that a name and identity for the area would help put this area on the map. It would provide a common description for an area that has an established presence and tremendous growth potential.

It should be noted that while the vast majority of respondents strongly endorsed the idea of developing a name for the area, it was not entirely unanimous. One interviewee observed that he was “about 50-50 whether the area needs a specific identity at all,” since “the companies and entities stand on their own.”

A name that helps identify and promote not just the geography but the “what” of the area would also create a framework for building a sense of community among various independent entities located there and the people associated with them.

- “Having a brand name for the area will help us define our space as being more significant than our institutions individually.”
- It will also promote “bringing stakeholders together to build a framework for the future.”
- “It would foster a sense of community, especially among workers who want to work in an environment where the next job is waiting around the corner.”
- “In addition to a name, it needs to become a community, with a gathering place, social events – such as a happy hour, and other unifying strategies.”
- “It would be distinct. While people will deal with institutions, not the district, having a district identity implies a broader set of values and will help attract people who have an interest in this industry sector.”

Some also felt that, in the long-term, branding XYZ could be an advantage in attracting a talented young workforce and entrepreneurs, as well as in encouraging investor interest and stimulating economic development, including redevelopment of light industrial areas.

- Statements such as “it will become a magnet for investment and talent and stimulate recognition for St. Louis” were made by several respondents.

But beyond the value of having a simple way of referring to this area, having a name that suggests or embodies existing characteristics as well as the future growth potential will help explain it more effectively to a variety of target audiences.

Some considerations regarding possible names are discussed later in this report.

XYZ Needs to Define Its Geography

Interviewees were not asked to describe or define with precision how they would define the parameters and possible borders of the area. It was clear that most participants were describing a fairly defined geography as the primary focal point, but others raised questions about the extent to which such precision is necessary or beneficial.

As XYZ's leaders move forward, developing a consensus about the balance between a place-based and a more virtual community will be important to assure clarity of identity and messages.

As a defined area

- XYZ would be defined primarily by a geographic focal point and the biotech activities that occur (or could occur) within the area.
- Much of the light industrial, office and commercial area near the Lindbergh-Warson-Olive intersections offer potential locations for scientific enterprises as the corridor continues to grow.
- In some ways XYZ would be a counterpart of or parallel to the Cortex district. But unlike Cortex, XYZ is not a land-based redevelopment organization with the power to acquire property, build and operate facilities and the like.

As a virtual area

- To the extent that the virtual area is defined by place, it would have its heart at the Lindbergh-Olive complex, but could fan out more broadly across St. Louis County.
- There could be uniting principles, similar to the affiliations of the Missouri Botanical Garden, Saint Louis University Medical School and UMSL with Cortex.
- Entities may choose to be identified with and affiliated with XYZ, such as Monsanto's Chesterfield facility, as well as the American Soybean and National Corn Growers Associations, the UMSL technology incubator and perhaps even Novus.
- Flexibility would allow the perceived area to grow as more scientific enterprises are attracted to become a part of this concentration, perhaps incorporating companies, associations, organizations, as well as universities that regularly collaborate with this plant science and technology corridor.
- While broader concept of a virtual community would be more inclusive, it also creates challenges for focus, identity and use of specific physical markers of an area such as signage and landscaping.

The More Bio the Better

There is strong support for St. Louis to have one regional bioscience promotional brand, especially as a way to present the region's strengths to audiences beyond the region's borders.

Some believe that because a regional brand would include recognizing multiple geographies and scientific concentrations, it is not necessary for individual areas such as Cortex and XYZ to promote their own distinct identities. Doing so could create confusion and make an overall regional brand difficult to project.

Others believe it is best for Cortex and XYZ areas to promote their individual strengths and assets independently, while supporting a regional brand and being "friendly" competitors.

This perspective appears to fit the direction that Cortex is moving. In separate conversations, Cortex indicated that it supports the development of a regional St. Louis bioscience brand, but it also intends to retain and promote its own unique brand identity focused primarily on life sciences and engineering technology.

Specialty Corridors Enhance Regional Brand

For more than a decade, St. Louis leaders have worked to build multi-faceted, vibrant plant and life sciences sectors, to expand on long-established academic and commercial life-science strengths. Having two or more distinct clusters of bioscience activity can be perceived as a sign of regional strength, providing more appealing, diverse offerings to the wide range of interests and needs of biotech enterprises.

Both XYZ and Cortex can and should co-exist as distinct entities of strength and excellence under a regional bioscience identity. Collaborating in the context of a regional "strong science" brand, they could attract and retain bioscience and technology activity in the St. Louis region.

This strategy would mesh with and complement both the regional economic development promotion and a more targeted effort to develop and sell the region's assets and opportunities in science-based enterprises.

Most everyone agrees that while collaboration is essential for presenting a regional brand, competition creates choices that signal a well-functioning marketplace.

- "It is an advantage for the St. Louis region to not put all eggs in one basket, demonstrating that the region is large and vibrant enough to offer choices with distinctive physical environments and amenities."

- “St. Louis can be promoted as a region of multiple corridors based on specialty – plant science, technology, life/medical biotech, etc. We are what we are – multiple areas of strength.”

The Name

Deciding to have a brand name is, to some extent, the easy part. Much more challenging will be forging agreement and buy-in about a specific name.

Facilities, research and business parks, and regions across the country have developed and use a wide array of names seeking to suggest that they are “the place” for tech innovation and entrepreneurship. The most commonly used words are “innovation,” “discovery” and “bioscience” or “biotech”, as well as university anchors and specific geographic designations, ranging from Route 128 in Boston to Torrey Pines in San Diego.

Science & Research Corridors

Some metro regions or geographic sub-districts of regions focused on science and technology based research and business stand out in the awareness they have achieved, but not many. Those that are best known are also the oldest and represent the areas with the highest concentrations of such activity.

Research Triangle Park was announced as a name, a concept, and a research park about 55 years ago. Silicon Valley was a name attached to the budding computer industry concentration in the San Francisco Bay Area more than 40 years ago. Both areas struggled for recognition and success for more than a decade after first entering the public marketplace. Many research parks and science innovation initiatives in other regions are not well known beyond their own regional geography.

Locally, in the bioscience development area, ten years after its creation, Cortex is known within its industry but not widely or well known in the region or beyond, as several study participants noted. Indeed, it is better known as a specific building on a major arterial roadway than as a geographic district. Cortex has no signage to define its area, and its name only appears on its signature building.

The Law of the Name

A brand needs a unique idea or concept to survive. The brand needs to be distinctive in its category. It needs to own a word in the mind.

Truly standing out in a national or international context is extremely difficult. The fact that about 35 highly knowledgeable people interviewed for this study only consistently refer to two of the names – Research Triangle Park and Silicon Valley – is indicative of the reality about branding a facility, a geography or a region's capabilities.

A successful name must present an image, an idea, a theme. It should provide the common frame of reference that virtually all believe is important for XYZ to take advantage of its strong potential. For XYZ, it is challenging to identify just a few words and phrases that encompass the wide range of goals which interviewees have articulated. Indeed, some stated desires for a name are contradictory or in conflict with others.

The key is to create a distinctive name that those most directly involved are willing to embrace and use consistently, especially since direct promotional resources are likely to be very limited. Initial buy-in, commitment and enthusiasm by those most connected to the bioscience brand are crucial.

Creating a brand that “sticks” requires consensus, ongoing commitment and patience.

Comments made by interviewees and observations about other brands highlight certain considerations for a good name:

- Short, simple, straightforward – easy to say, to remember, to spell.
- Forward-looking, positive.
- Suggestive of plant science, technology and entrepreneurship.
- Broad enough to be inclusive of various kinds of enterprises.
- Consistent with pride and success.

Some issues on which opinions diverged among the interviewees:

- Focus on or suggestion of ag-science, bioscience, or broader technology.
- Geographic specificity (county, suburban, use of terms related to location, etc.).
- Regional specificity (St. Louis, MidAmerica, Midwest).
- Compatibility with other primary concentration of biotech activity (Cortex).

In the short-term, a name, logo and set of graphic standards can be developed to establish guidelines for uniform usage by all entities that choose to be identified as being aligned with the area. But, there also needs to be a long-term framework with goals and objectives for everything from creating physical symbols and markers such as streetscape signage and landscaping, to brand management and marketing.

Developing a Value Proposition

One of the first steps in creating a brand is developing a value proposition. A value proposition is defined from the customer's perspective and plays a key strategic role in developing a brand's competitive positioning. For example, the value proposition for XYZ might read something like the following:

- A major concentration of worldwide bioscience and technology leadership radiating from the intersection of Olive and Lindbergh
- With the expertise and depth of resources for attracting and retaining great talent, expanding scientific and technology business development, and creating new growth opportunities
- Vital pillar of the St. Louis region's prominence in bioscience innovation

Considering Possible Names

Although devising suggested possible names was not intended as part of the scope of this phase of the branding project, ideas and concepts suggested by interviewees and background research suggested many name possibilities and combinations, as well as possible aspects of implementation, including management and marketing.

In addition to names and concepts suggested by interviewees, this team also brainstormed various names and concepts, as well as conducted simple Google searches to determine the popularity and/or overuse of specific words and phrases. For example, the word "innovation" is particularly common. For example, several possible names which emerged include:

- **The Tech West Corridor** – Focusing attention on technology, business and entrepreneurship with "west" representing the concepts of Gateway to the West (St. Louis) and suburban west St. Louis County.
- **The Helix Corridor** – The original name suggested nearly 10 years ago as part of a study commissioned by SLCEC. Representing interconnections of science and technology. Because Helix Center Biotech Incubator is new and not yet well-known, it could be considered a facility within the larger Helix Corridor.
- **The Growth Corridor** – Representing plants, agriculture, training, startup businesses, as well as economic development and improvement.

(Could add Missouri, St. Louis, Midwest or MidAmerica to any of the above)

Such names would include the following considerations:

- Corridor – Creates image of an area without fixed boundaries, similar to the Kansas City “Animal Health Corridor,” representing many affiliations spanning a territory.
- Words are self-explanatory – tagline is not necessary to clarify. For example, an icon that can stand alone and be understood would work well when used with other logos.
- For marketing purposes, a tagline might be used on occasion. Such a tagline could incorporate the word “Innovators” to focus on the type of *people* who work in the corridor instead of emphasizing the activity, “innovation,” a word that is widely used by many cities and research parks.
- A simple name could also work in conjunction with a regional branding program that identifies The Cortex District and other areas using various collateral materials, websites, advertising and other marketing tactics.

When a decision is made to proceed to a next step to identify a name for the area, we can provide an extensive list of possible word combinations that emerged in one way or another through this phase of the project.

CONCLUSION

The most knowledgeable and active supporters of the St. Louis region's growing biotech community virtually all recognize the value and importance of identifying XYZ in a cohesive and distinctive way. They believe that a brand identity will be very useful in providing a shorthand way of defining the growing concentration of biotech enterprises and assets radiating out from the Olive-Lindbergh vicinity, imprinting awareness in the minds of those with the most ability to help foster that growth (researchers, entrepreneurs, investors, advocates and public officials), and creating a sense of opportunity and momentum that will stimulate further activity and development.

Consensus has also developed around the idea that such an identity can co-exist productively with the other primary concentration of such development, at Cortex in the City of St. Louis. Some level of coordination and collaboration is seen as beneficial to both areas, as well as to the region as a whole. While sentiment is strong that the region needs more cohesion and promotion around a "strong science" brand, participants in this study see that as a separate issue from branding this area, related but distinct.

The sponsoring organizations appear to recognize that they, as the entities most directly affected, must embrace and promote a brand identity for it to develop traction. A name and related messaging are needed, but only will have potential for success if used consistently and persistently over time by those most affected, as well as by others. Developing a name and brand identity for XYZ was not the goal of this project, but would be the needed next step. The authors of this study believe, based on both the interviews and the analysis of other science-related branding elsewhere, that the considerations and possible brand words that emerged from this study provide the material needed to move to the next phase.

MOVING FORWARD

Several key issues need to be addressed and resolved by sponsors.

Define XYZ Area

- Determine preference for a geography that is defined precisely or broadly, considering a variety of factors mentioned in this report.
- Create framework for inclusion of various bioscience and technology entities and organizations that may be invited or request to be identified as being part of the XYZ area.
- Confer with BioSTL, Cortex, RCGA and perhaps others to reach consensus and establish support for creating a consistent shorthand for referring to XYZ.

Implement a Program

- Determine how existing resources at various sponsoring entities, as well as regional organizations can use in-house resources for elements such as logo design, graphic standards, development of web page(s) , and oversight.
- Explore potential funding options for implementation, including grants, local and state government resources, etc.
- Participate fully in regional initiatives promoting complementary corridors.

Select a Name

- Based on existing findings, a committee of sponsors' marketing and communications professionals can develop value proposition and explore potential names.
- Confer with BioSTL, Cortex, RCGA and perhaps others for additional input to finalize name selection that will complement a regional brand identity.
- Conduct brand name testing prior to final selection.

Create Logo Mark and Set of Graphic Standards

- Develop a logo mark to symbolize the name and/or incorporate words.
- Develop a set of graphic standards, including color and font specifications as well as guidelines for use by various entities, including websites, print collateral and advertising, use of logo mark as stand-alone symbol, and other applications.

Consider Long Range Plan for Streetscape Signage and Landscaping

- The Olive-Warson-Lindbergh intersections would comprise the “heart” of the corridor.
- Signage within the core geography to identify the area and imprint the name in the regional consciousness. Key elements could include:
 - banners displayed on light standards
 - honorary street name designations alongside actual street names
 - painted or other signage on bridge span visible to drivers on Lindbergh Blvd. (similar to overpass signage along Hwy. 40)
 - “monument” sign erected on a prominent corner
- Create landscape theme with similar plantings along Olive-Warson-Corporate Square.
- Develop a coffee shop designed to cater to the XYZ community that reinforces the XYZ name and provides a visible connection.

Marketing and Management

- Conduct outreach to various entities to encourage them to embrace the name in their own relevant marketing outreach activities, including BioSTL, RCGA, etc.
- Designate a representative with responsibility for developing a sense of community for various entities, including shared sponsorship opportunities, as well as cross-marketing opportunities with BioSTL, Cortex, RCGA, and special programs and events.
- Possible considerations for XYZ management could be under the auspices of St. Louis County Economic Council or other umbrella organization.



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: November 19, 2012

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: Fitness Standards Validation Process

Currently, it is the policy of the Creve Coeur Police department that all Officers shall participate in all Department Assessments of Physical Abilities to Perform the Essential Job Functions and other physical fitness awareness activities. Officers must be able to satisfactorily complete the Department "Assessment of Physical Abilities to Perform the Essential Job Functions".

The Assessment is intended to evaluate the Officer's ability to perform the physical essential job functions required of a Police Officer with the Department. Officers that are unable to satisfactorily complete the Assessment can request to be referred to a Department approved physician to obtain a suggested program which may assist them in satisfactorily completing the Assessment. The employee may seek additional advice outside the department at his/her own expense. Generally, any Officer unable to satisfactorily complete the Assessment when he/she is scheduled in September or October shall participate in a makeup assessment scheduled in April or May.

Officers unable to satisfactorily complete the Assessment during three consecutively scheduled testing periods shall be subject to termination from employment with the Department.

The St. Louis Area Police Chief's Association has contracted with a company for validation of the fitness assessment. The company, Stanard and Associates, will assess the physical ability of law enforcement officers and candidates by determining whether they can perform the essential physical functions of the job. This company possesses the expertise necessary in the design and validation of job-related, essential functions-based physical ability tests for law enforcement agencies, and they have agreed to assisting the participating agencies of SLAPCA in devising and administering such an assessment program.

This process would provide validation for the physical assessment and has been upheld in several court cases. The expense required from the City would be approximately \$3,250.00.

Professional Services Agreement

This agreement, made this _____ day of _____, 2012, by and between The St. Louis Area Police Chiefs Association (hereinafter referred to as "SLAPCA") and Stanard and Associates, Inc., a corporation of the State of Illinois (hereinafter referred to as "S&A").

Whereas, participating agencies of SLAPCA desire to assess the physical ability of law enforcement officers and candidates by determining whether they can perform the essential physical functions of the job, and

Whereas, S&A is experienced in the design and validation of job-related, essential functions-based physical ability tests for law enforcement agencies, and is agreeable to assisting the participating agencies of SLAPCA in devising and administering such an assessment program,

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

Description of Project Steps and Target Completion Dates

S&A shall provide services to participating agencies of SLAPCA as follows:

Step	Description of Step	Target Completion Date
1	S&A will work with SLAPCA to identify a St. Louis area law enforcement agency project liaison who will be responsible for recruiting and communicating with participating law enforcement agencies, and requesting information and personnel from them for the purpose of the study. S&A will talk with the SLAPCA project liaison to confirm the project schedule. Any extensions or changes to the project schedule shall be mutually agreed upon in writing. The primary project goal will be to develop a police officer physical ability test for the purpose of entry-level selection or for use as an in-service standard (for interested departments). The test will be aimed at the rank of police officer, deputy sheriff, or similar.	10/31/2012

Step	Description of Step	Target Completion Date
2	Any agency that wishes to participate should provide law enforcement officer Subject Matter Experts (SMEs) for the purpose of (1) providing summaries of critical incidents and examples of physically demanding job requirements, (2) responding to an online job analysis questionnaire containing physical tasks, and (3) participating in the physical ability field test(s). This way, the validity of the test can be generalized to all participating agencies, so long as the entry-level law enforcement jobs are sufficiently similar across agencies. The results of the study can only be generalized to those agencies that participate in the original study. Agencies taking an interest in using the test after the original validation study has been completed will have to participate in a validity transportability study specifically for them to demonstrate that the duties of law enforcement officers in their department are the same as the duties of officers in the original study for which the test was validated. The fee for this service is provided in the “Additional Optional Services and Fees” section below.	1/31/2013
3	S&A will provide the SLAPCA project liaison with an instruction sheet for participating agency SMEs to document critical incidents and examples of physically demanding job requirements. The instructions will inform SMEs to think of a physically demanding incident in which they have been involved, and which they believe a minimally qualified law enforcement officer should be able to perform. Most of these incidents take place in the context of a foot pursuit. The instructions will assist the SMEs (1) access Google Maps to determine the location and route of the foot pursuit, (2) save an image of the location, (3) paste it into a ubiquitous image editing software package (i.e., Microsoft Paint), and (4) indicate on the image the route of the pursuit. SMEs will be instructed to describe the obstacles encountered and any other physical requirements necessary during the pursuit. SMEs will be instructed to forward these incident summaries to S&A for analysis.	1/31/2013

Step	Description of Step	Target Completion Date
4	Based on the critical incidents provided, S&A will create a job analysis questionnaire (JAQ) regarding physical requirements and provide it to the SLAPCA project liaison for review and approval. The project liaison should forward the draft JAQ to SME's within the participating agencies to determine whether they believe there should be any additions, deletions or modifications to the JAQ prior to administration. S&A will provide revised drafts of the JAQ until approved by SLAPCA. Concurrently, the SLAPCA project liaison will obtain email addresses and demographic information from law enforcement officers in each participating agency for the purpose of administering the JAQ to those officers.	2/28/2013
5	Once the JAQ is approved, S&A will send personalized email invitations to the officers of participating law enforcement agencies for the purpose of completing the JAQ. Depending on the size of the JAQ, officers should expect to spend 1 to 2 hours completing the questionnaire. S&A has created the online JAQ to allow officers to save their work as they proceed through the questionnaire. This is helpful in case an officer is interrupted when responding to the JAQ and must come back to complete it later. The JAQ administration will likely take place over a month-long period. Periodic email reminders will be sent to those officers who have yet to complete their JAQ. The administration period can be extended, if necessary, to increase the response rate.	3/31/2013
6	Once the job analysis and interview data have been obtained and reviewed, S&A will prepare for and conduct an SME panel meeting with a representative group of SMEs from the participating agencies (the meeting should have at least one SME from each participating agency). The purpose of the meeting will be to decide on which essential physical tasks to include in the physical ability examination. After the SME meeting, S&A will examine potential test sites to become familiar with how potential testing components can be situated in various test sites, and to take measurements of the test layouts.	4/30/2013

Step	Description of Step	Target Completion Date
7	Using this information, S&A will create an administration guide for the physical ability test and provide it the SLAPCA project liaison as a PDF file. The initial version of the administration guide will familiarize SLAPCA personnel with the test for field test purposes and indicate what supplies and equipment are needed to conduct the field test. The final version of the administration guide will provide test proctors with the specifications necessary to administer the test in a fair, objective and accurate manner. Participating SLAPCA agencies would be responsible for obtaining the required equipment for the test, and providing the test site. The training academy may be a good central location for the test.	5/31/2013
8	S&A will administer the field-test process, on-site, over one day. During this time, test proctors within SLAPCA will also be trained. SLAPCA will use the administration guide to set up components of the test as necessary. As stated above, S&A assumes that SLAPCA equipment would be used as required for test components/testing stations, etc. (e.g., dummy, chain link or wooden fence, etc., if appropriate and supported by job analysis data). There should be at least 60 incumbents participating in the field test, with representative gender, race and age diversity among the participants.. During the field test, three SLAPCA SMEs will rate the ease/difficulty with which field test participants complete each component of the test for validation purposes.	6/30/2013
9	S&A will gather test completion times and ratings of the ease/difficulty with which participants complete the test, and will calculate the necessary statistics. S&A will analyze the results data to identify one cutoff score to be used to assess the physical ability of test takers.	7/31/2013
10	S&A will prepare a draft technical report for SLAPCA review in accordance with the Uniform Guidelines on Employee Selection Procedures documenting the existence of the content validity of the physical ability test for applicants. After review and discussion	7/31/2013

Step	Description of Step	Target Completion Date
	between the parties, S&A will provide a final report to SLAPCA.	

Compensation and Billing

The base project fee is \$18,000 plus travel expenses not to exceed \$2,000 for two trips to St. Louis or \$3,000 in the event three trips to St. Louis are necessary as determined and agreed upon by the parties at the time. S&A will send an invoice for one-half of the base project fee upon project inception, and an invoice for the other half of the fees upon project completion. All shipping and handling and travel-related expenses will be kept to a minimum and billed as incurred.

If needed, additional consulting (i.e., litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, etc.) would be billed at S&A's current hourly rates which are \$175.00 per hour for Bachelors and Masters-level staff and \$250.00 per hour for Ph.D.-level staff.

Additional Optional Services and Fees

1. Any agency participating in the original study can also examine the validity of the test for use at ranks higher than police officer, deputy sheriff, etc. that have essential physical duties that are different from their police officer, deputy sheriff requirements. However, officers at all ranks in that agency, or a representative sample of officers from all of their ranks, would have to participate in the job analysis and field test process. The additional fee to include these officers in the study would be \$2,250 per agency. An agency that only wants to examine the validity of the test for first line patrol supervisors (corporal and/or sergeant) can include these officers in the study for an additional \$900 per agency.
2. Participating agencies can have a supplement to the technical report that lists important additional physical tasks, KSAs, pieces of equipment and working conditions for other ranks and/or other jobs within rank (if applicable) for a fee of \$175 per report. For

example, if an agency wishes to have its police officers, sergeants, detectives, lieutenants, captains, deputy chiefs and chief participate in the JAQ, and receive one supplement for each of the seven ranks, they would pay \$1,225. Reports would be sent as a PDF file to the authorized point of contact via email. This does not provide a validated testing process, just technical information.

3. S&A can conduct a validity transportability study for a SLAPCA agency that did not participate in the original validation study, but the study would be for the rank of law enforcement officer only and would be conducted for a fee of \$3,000.

Term

The term of this Agreement shall be for a period ending after the delivery of the physical ability test and final technical report, and beginning upon the date of execution hereof. This Agreement shall be terminable by either party only upon material breach of the other party..

Performance

S&A agrees to perform all services required herein, and those incidental thereto, to the best of its ability and experience, with all possible dispatch, consistent with appropriate professional standards. S&A shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, studies and other services furnished by S&A under this Agreement.

Available Data and Documents

All personnel, information, data, reports, records and maps necessary for carrying out the services shall be furnished to S&A without charge and SLAPCA shall cooperate with S&A in locating and providing or arranging access to these persons and items. S&A will retain electronic copies of documents related to the project in case they are required. S&A will protect the confidentiality of all information collected during performance of its obligations pursuant to this Agreement in no less than the same manner it protects its own confidential or proprietary information and will not use or disclose this information to any third party without prior written consent from SLAPCA.

Compliance with Applicable Regulations

S&A is experienced and qualified in the development, administration and scoring of law enforcement physical ability tests. However, S&A's employees are not attorneys or legal advisors and it will be up to each participating agency within SLAPCA to ensure that their use of the physical ability test complies with the law and its own local rules.

Integration

This contract contains the complete agreement between the parties and shall, as of the effective date hereof, supersede any and all other agreements between the parties.

SLAPCA

STANARD & ASSOCIATES, INC.

Signed: _____

Signed: _____

Date: _____

Date: _____

Title: _____

Title: _____

Participation Agreement

The St. Louis Area Police Chiefs Association (hereinafter referred to as "SLAPCA") has contracted with Stanard and Associates, Inc. ("S&A") to develop a police officer physical ability test for interested participating agencies of SLAPCA ("Participant") to use for entry-level selection and/or as the in-service standard.

In exchange for use of and/or access to the final materials for this police officer physical ability test, including the development information that validates use of the test for legal purposes, Participant agrees as follows:

1. The non-refundable fee due to SLAPCA from Participant within thirty (30) days of execution of this Participation Agreement, not to exceed \$1,000 for the base project.

Scope of project

- ____ Entry level and incumbent patrol officer (less than \$1,000 per agency)
- ____ First line patrol supervisor (corporal and sergeant) (\$900 additional per agency)
- ____ All ranks (\$2,250 additional per agency)

2. Participant shall provide law enforcement officer subject matter experts ("SMEs") for the purpose of providing summaries of critical incidents and examples of physically demanding job requirements. S&A will provide Participant's SMEs with an instruction sheet to document physically demanding incidents in which they have been involved, and which they believe a minimally qualified law enforcement officer should be able to perform.
3. After collection of the summaries described above, S&A will develop a job analysis questionnaire ("JAQ") regarding physical requirements. Participant SMEs will review the draft and provide comments regarding any additions, deletions or modifications they believe should be made to the JAQ prior to its finalization.
4. Participant will provide a number of its officers as recommended by S&A to complete the final online version of the JAQ. Over a month-long period, Participants should expect each officer to spend 1 to 2 hours completing the JAQ. The JAQ will allow the officer to save his or her work as he or she proceeds through the questionnaire, in case the officer is interrupted and must come back to complete the JAQ later.
5. Participant will provide at least two SMEs to participate in an SME panel meeting with a representative group of SMEs from the participating SLAPCA agencies. The purpose of the meeting will be to decide on which physical tasks to include in the physical ability examination.
6. Participant will provide officers as recommended by S&A of representative gender, race and age diversity to participate in the physical ability field test(s) with other participating SLAPCA agencies.
7. Participant's failure to make payment or to provide or arrange access to the above-described personnel and/or information as required to maintain the milestones of this project as set forth in the written agreement between SLAPCA and S&A may result in Participant's exclusion from use of and/or access to the final materials for the police officer physical ability test, including the development information that validates use of the test for legal purposes.

Please mark your agency's insurance carrier:

☐ SLAIT

☐ MIRMA

☐ Other: _____

Acknowledged and Agreed this _____ day of _____, _____

Agency Name (Participant): _____

Signature: _____

Title: _____

*CITY OF CREVE COEUR
POLICE DEPARTMENT*

STANDARD OPERATING PROCEDURE 285-10

EFFECTIVE: June 14, 2010

CANCELS: N/A

TO: ALL PERSONNEL

INDEX AS: FITNESS ASSESSMENT
PHYSICAL FITNESS

SUBJECT: **PHYSICAL FITNESS ASSESSMENTS FOR COMMISSIONED PERSONNEL**

285.01 POLICY:

It is the policy of the Creve Coeur Police Department that all officers shall participate in all Department Assessments of Physical Abilities to Perform the Essential Job Functions and other physical fitness awareness activities. Officers must be able to satisfactorily complete the Department "Assessment of Physical Abilities to Perform the Essential Job Functions."

285.02 PURPOSE:

The purpose of this SOP is to establish, implement, and maintain a viable and equitable Assessment of Physical Abilities to Perform the Essential Job Functions for police officers.

285.03 DEFINITIONS:

Assessment of Physical Abilities to Perform the Essential Job Functions – Also referred to as "Assessment." Designed to determine an officer's ability to minimally perform the physical essential job functions of a police officer.

Officers – All commissioned employees.

Physical fitness awareness activities -Exercises or activities designed to make officers aware of their strengths, weaknesses and physical capabilities

Satisfactorily Complete- The ability to perform/complete all aspects of the "Assessment" of Physical Abilities to Perform the Essential Job Functions course in a continuous and complete manner.

Rating Period- May 1 to April 30 of the following year.

STANDARD OPERATING PROCEDURE 285-10
PHYSICAL FITNESS ASSESSMENTS FOR COMMISSIONED PERSONNEL
PAGE 2

285.04 GENERAL GUIDELINES

- A. The Assessment of Physical Abilities to Perform the Essential Job Functions (Assessment) is intended to evaluate the officer's ability to perform the physical essential job functions required of a police officer with this Department. The "Assessment" will be regularly scheduled in September and/or October. It is the officer's responsibility to ensure he/she is scheduled to participate in one of the September/October "Assessments."
- B. Officers unable to satisfactorily complete the "Assessment", at the officer's request, shall be referred to a Department-approved physician to obtain a suggested program which may assist them in satisfactorily completing the "Assessment". The employee may seek additional advice outside the department at his/her own expense. Generally, any officer unable to satisfactorily complete the "Assessment" when he/she is scheduled in September or October shall participate in a makeup "Assessment" scheduled in April or May. Level II officers shall participate in a makeup assessment as provided below. Officers desiring or needing to take the makeup "Assessment" will do so on the time and date scheduled. Overtime or comp time will not be given.
- C. Officers unable to satisfactorily complete the Assessment during three (3) consecutively scheduled testing periods (e.g. Sept 2009, May 2010, Sept. 2010) shall be subject to termination from employment with the Department.

285.05 OFFICER STATUS LEVELS

- A. Level I – officers who have satisfactorily completed one regularly scheduled Assessment of Physical Abilities to Perform the Essential Job Functions during the evaluation period.
- B. Level II - officers who have been released by a physician to perform their full duties but are temporarily exempt from the Assessment of Physical Abilities to Perform the Essential Job Functions upon advice of their physician. The officer must be able to fully participate and satisfactorily complete the Assessment within 14 months from the physician's release or he /she will be subject to termination.
- C. Level III – officers unable to satisfactorily complete the Assessment of Physical Abilities to Perform the Essential Job Functions during the current rating period.
- D. Level II and III officers are not eligible for a pay raise July 1 unless they have satisfactorily completed at least one regularly scheduled "Assessment" during the prior rating period.
- E. At the time of announcement of a promotion process an officer must have satisfactorily completed the "Assessment" during the previous rating period to be eligible for promotion.

STANDARD OPERATING PROCEDURE 285-10
PHYSICAL FITNESS ASSESSMENTS FOR COMMISSIONED PERSONNEL
PAGE 3

285.06 PROCEDURES

- A. A pre-employment Assessment of Physical Abilities to Perform the Essential Job Functions will be conducted for all new police applicants.
- B. Times and locations for all tests will be determined by the Commander of Police Operations and approved by the Chief of Police.
- C. Sport/athletic clothing and running shoes should be worn during testing.
- D. Officers and police applicants are expected to report promptly at assigned time, date, and location prepared to perform the "Assessment."
- E. Any officer unable to participate in any Department "Assessment" or other fitness awareness activity must provide a physician's exemption, which specifies the infirmity, provides an anticipated recovery/recuperation period, and a date that it is expected the individual will be able to participate.
- F. The results of both pre-employment and current employee tests shall remain confidential employment records.
- G. Other assessments or events to increase awareness of officer fitness may be scheduled at the Department's discretion.

285.07 RETURN TO DUTY

- A. Permission must be received from a physician before an officer may return to full duty after the officer has recovered from a serious injury or surgery which adversely affected his/her ability to perform their duties as a police officer, has limited or prohibited participation in an "Assessment" or other fitness awareness activity.
- B. If an "Assessment" has been missed, the "Assessment" will be made up as soon as possible after the officer's return to duty.
- C. The Chief of Police reserves the right to require a physical or medical assessment of any officer who has had an illness or injury, prior to returning to work.

STANDARD OPERATING PROCEDURE 285-10
PHYSICAL FITNESS ASSESSMENTS FOR COMMISSIONED PERSONNEL
PAGE 4

285.08 DESCRIPTION OF ASSESSMENT- The Assessment is described on the attached Addendum which includes written directions and a diagram.

BY ORDER OF: Chief Glenn Eidman 6/14/10
Glenn Eidman, Chief of Police Date

CALEA Reference
22.3.2

Addendum to SOP 285

Written description of "Assessment of Physical Abilities to Perform the Essential Job Functions"

- This event will be timed
- Officers should attempt to complete the course as fast and as safely possible. The intent of timing the officer is to provide prima facie evidence that the officer 1) made a good faith effort to complete the course and 2) if necessary to provide information that the officer did not complete the course in a continuous manner.
- The officer may wear sport/athletic clothing and running shoes during the "Assessment."

Directions and Procedure for completing the Assessment (also see attached diagram)

The officer will begin sitting in a police vehicle on the parking lot near the entrance to the gym, when given the command to start he/she will:

Open the car door and exit the vehicle, proceed to the building door and enter the gymnasium, run 1.5 laps counter clockwise around the gymnasium (staying on the outside of the red line)

Following the cones and instructors directions the officer will go over the 1 foot obstacle, the 2 foot obstacle and continue running through the course to the 4 foot horizontal jump.

The officer will continue running to the 6" balance beam on the floor and without stepping off the beam (touching the floor) walk the beam, (anyone going off the beam must go back to the beginning of the balance beam to restart).

Following the course officers will run to a mat where they will drop to the mat and lay flat face down on the mat momentarily (toes, knees, hips chest and chin must touch mat at same time). The officer will stand up and drop to a laying position momentarily flat on his/her back, face up (heels, buttocks, shoulders and back of head must touch mat at same time).

The officer will stand up and following the course the officer will run to the 4' vertical barricade and go over the barricade. The officer will exit the gym and go up the first 15 stairs and back down and re-enter the gym.

Upon re-entering the gym the officer will momentarily move into a crouching, kneeling or similar position behind a chair. The officer will stand and move quickly to the dummy drag.

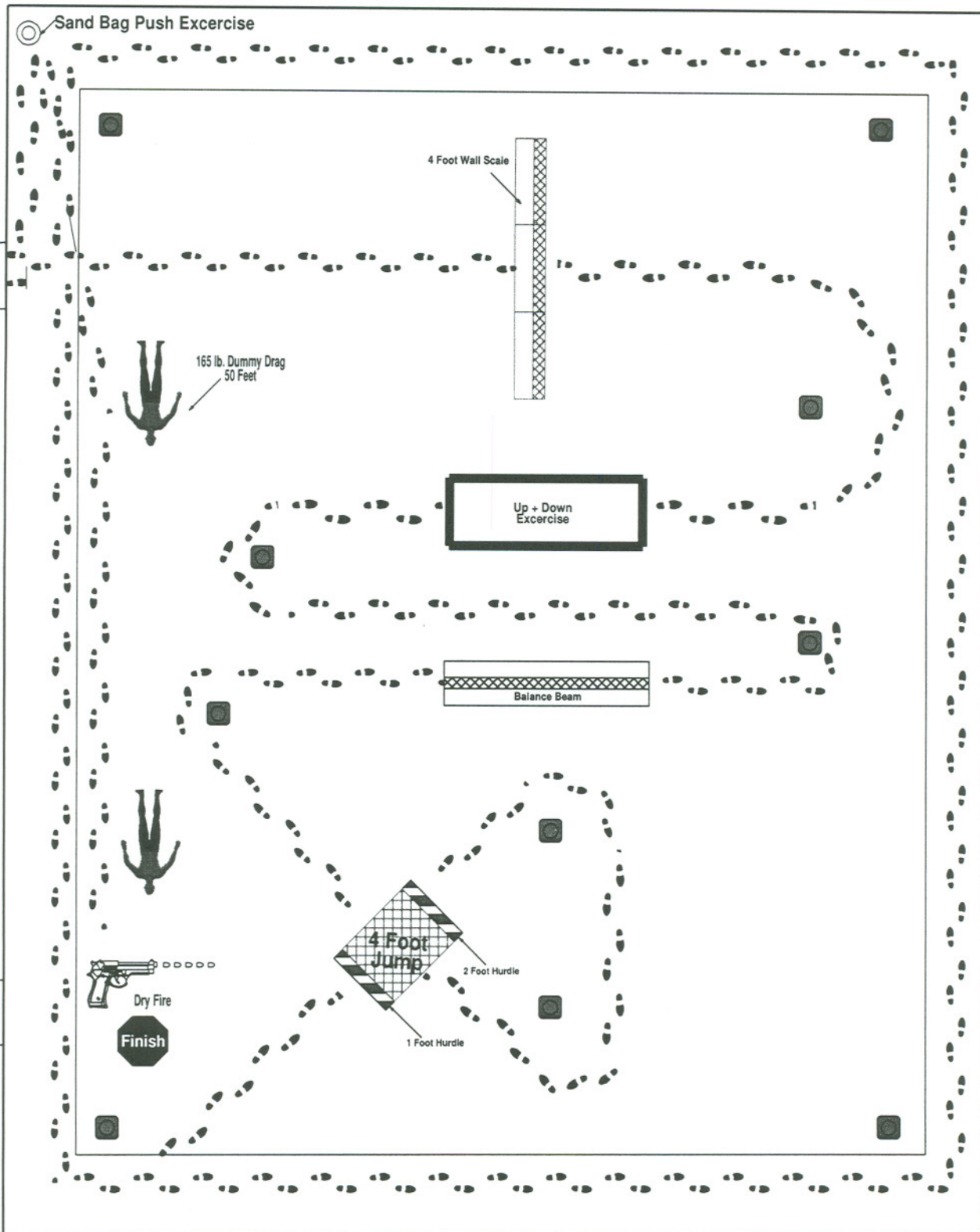
The officer will grab the 165 pound dummy and drag the dummy 50 feet, drop the dummy and run .5 (1/2) lap counter clockwise around the gym where he/she will dry fire a duty pistol 5 times strong hand and 5 times weak hand.

This completes the test.

Notes:

- The rectangle created by the red lines on the gym floor is 30 feet by 60 feet or 180 feet around.
- An officer must continuously complete all portions of the test as described in order to pass the test.
- Any officer taking over 3 minutes and 30 seconds will be deemed to not have continuously completed the test.
- The time begins when the officer opens the car door the time ends when the officer has dry fired the 10th round.

Creve Coeur Police Department Physical Fitness Test



Start
2X Around = 400 Feet

Instructions for C.C.P.D. P.T. test.

Obstacle #1. Run 2x around gym. Each participant must run or jog. walking will result in failure of this obstacle.

Obstacle #2. Hurdles. Each participant must step over while running or participants may stop before stepping over.

Obstacle #3. 4 foot jump. Jump 4' At a designated area in the course.

Obstacle #4. Balance beam. Run or walk without stepping off. Participants must restart this obstacle if you step off.

Obstacle #5. Up and Down Exercise. Down to chest first. Touch palms to mat. Stand erect. Go down to your back and touch shoulder blades. Any method for standing is acceptable however you must remain on the mat at all times.

Obstacle #6. Four Foot wall. All body parts must go over the top of the wall.

Obstacle #7. Stairs. Each participant must climb the stairs outside the multi-purpose room to the second landing and return to the bottom. Single or double steps are acceptable. If you fall during this obstacle you must restart at the beginning of stairs.

Obstacle #8. Heavy Bag. Each participant must push the heavy bag against the south gym wall. The bottom of the bag will be 3' from the ground.

Obstacle #9. Dummy Drag. Each participant must drag rugged red. 50'. The dummy may be carried or dragged with a one or two hand grip. Dragging by the head or neck will not be acceptable. You may stop to adjust your grip during this obstacle.

Obstacle #10. Dry Fire. Beretta 92f, Five times with each hand. Single hand grip only.

All participants must complete the obstacles in order. Participants may not advance to the next obstacle until the previous obstacle is successfully completed.

Please direct any Questions about this course to PO Parker or Det. Francis.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 14, 2012

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Stop and Street Name Replacement Program

After an inventory of the city's street signs was taken back in 1990, city staff embarked on a city wide replacement program to relocate and install signs per the Manual Uniform Traffic Control Devices (MUTCD). Since that time staff has continued to keep up with the current MUTCD regulations.

Most recently the MUTCD regulations have changed regarding post construction, size, color, and reflectivity of signs. The new code requires an improved reflectivity coating to be used on signs so it appears even brighter when headlights shine on them. In addition, the size of the letters on the street name signs has increased from four to six inches on roads where the speed limit is 30 MPH and above. Finally stop sign post must now be breakaway type to minimize potential injuries when hit by a vehicle.

The city's existing stop signs are currently mounted to a wooden 4x4 post painted black. In most applications, the street name signs are mounted to the top of the wooded posts. Most of the existing wooden posts are in need of straightening, scraping old paint and repainting as well as replacing the signs to meet the current MUTCD code. A photo of an existing stop sign with black wooden post is attached for your convenience.

City staff is promoting the use of a metal breakaway sign post which is by far more attractive than the wooden 4x4 posts. A sample of the recommended signs and decorative post similar to those used in Des Peres and Frontenac will be available for display at the November 26 Council meeting. A photo of this application has also been included for your convenience. The total cost of the poles, signs and brackets will remain similar for both applications however there is a cost difference of about \$40 per pole to upgrade to the decorative style breakaway pole.

City staff plans to begin a city wide sign replacement program to meet the current regulations. Due to the number of locations where Stop signs and/or Street Name signs need to be replaced (220) we recommend phasing this over the next five years. The total cost of the five year program including \$8,800 for the decorative bases is approximately \$50,000

As Phase 1 of this project we plan to focus on replacing the Stop signs on Olive Blvd. and Ladue Rd. east of I-270 and all of N. New Ballas Rd. Our purpose for choosing these streets is to get the street name signs replaced with signs that have larger letters and are easier to read. These three streets have higher speed limits and higher traffic volumes than any other streets in Creve Coeur. In future years, we will continue to replace signs on our collector and arterial streets before moving into subdivisions.

Recommendation

Public Works staff recommends moving forward with the sign replacement program as referenced in this staff report. A phased approach will help with budgeting and staffing requirements to complete the program. The city has budgeted \$10,000 in the FY2013 budget for Phase 1 of the Sign Replacement Program. Staff plans to request funding each year for this program until all of the Stop signs are replaced on public streets.

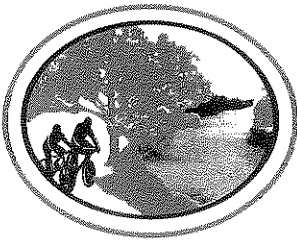


NO OUTLET →

Borcherding Ln

STOP





FENTON

CITY OF PARKS

10/23/2012

City Administrator Mark Perkins
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Dear Mr. Perkins,

Could your city use an extra \$1,108,699 per year in revenue? I know mine could. And by working together, I believe we can improve the financial situation of several cities in St. Louis County.

I'm speaking, of course, of the redistribution of our sales tax money. Since 1993, cities like Creve Coeur have had a large portion of the sales taxes they generate taken from them and given to other cities and St. Louis County. As a result, many of us have had to either reduce services, or ask our residents to approve tax increases.

And now we are hearing that Rex Sinquefeld, the billionaire investor and founder of the Show-Me Institute, is going to push for legislation that would allow St. Louis County and the city of St. Louis to pool and share sales taxes on a per-capita basis. As a result, cities like yours and mine will lose even more of our hard-earned revenues.

Well I think we need to be able to keep a larger portion of our sales tax revenue. And if you agree that it's time for a change, I'd like your help.

In order to bring about this change, we will need action from the State Legislature. I urge you to contact any State Representatives and State Senators you know, and stress to them the importance of allowing the cities of St. Louis County to have the same rights as cities in every other county in Missouri – the ability to keep the sales taxes they generate.

But it will also take more than that. In order to bring about the needed change we will need the help of someone who is experienced in how the legislature works, and has the resources and experience to overcome the opposition – in other words, we will need to hire a team of lobbyists. By sharing in the costs we can raise enough money to be effective. We estimate that the amount needed to mount a successful effort is \$150,000; based on the amount your city loses, your portion would be only \$5,880. When compared to the amount your city loses every year, which is a small price to pay.

Will there be opposition to this? Of course there will. But let me ask you this: Why is the current situation fair to *your* residents? Why should *your* city have to share the benefits of its economic development efforts with those cities that have chosen not to make those same efforts? Why should *your* residents have to pay higher taxes just to subsidize the lifestyle choices of the residents of cities who don't want businesses in their cities?

We will only be successful in bringing about this change if we all work together. I look forward to discussing this with you, please contact me at 636-717-1109.

Sincerely,

Dennis Hancock
Mayor, City of Fenton



St. Louis County Municipal League

Initial observations of two caucuses studying sales tax issues presented to the membership, legislators, interested parties

November 17, 2011

During the 2011 regular session, legislation was introduced to alter the method of sharing the 1 cent sales tax in St. Louis County. It would have had various impacts on the ability to support services with no plan to provide consistency of services. As a result, the County League recommended that the legislation not be passed and that a League Task Force be formed to study the issue. All cities were allowed to participate. Cities formed two caucuses, one that consisted largely of municipalities with lower levels of retail sales along with St. Louis County (those who generally receive a portion of sales tax from other cities) and another consisting of cities with higher level of retail sales (those who generally send a portion of sales tax to other cities).

- This review of the A/B pool issue has required a significant amount of work, cooperation and study by those that have participated in the process
- The ultimate goal of this review has been to create more fairness based on sound public policy considerations
- This initial presentation is not intended to achieve a recommendation from the League for a particular point of view now, but to promote more consideration of this new information. Very few officials are fully aware of the complex history, formulas, or impacts of sales taxes so in the interest of full transparency, we are distributing information herein to help us all reach a certain basic level of understanding.
- We need more input and recommendations from the vast majority of cities that have yet to be heard from on the issue. The summaries from the two caucuses frame the discussion, but will only be truly beneficial if all League members contact the League with their views and questions as we strive to find the right balance.

We appreciate the many hours of time and talent contributed by officials working on behalf of all our local governments. Given the years and years of experience among our local officials here in St. Louis County, it is far better to work out complex matters among local officials than to place this burden on state legislators, especially those from other areas of the state.

Attached is a summary of the sales tax history dating back to the 1960's, followed by the summaries from the two caucuses.

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City of Manchester

Executive Director

Tim P. Fischesser

121 South Meramec Avenue
Clayton, MO 63105

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A Chronological History of Local Sales Tax in St. Louis County

Tim Fischesser, Executive Director
St. Louis County Municipal League

November 9, 2011

INTRODUCTION

This summary is intended to provide primary information about the local sales tax as it applies to governments within St. Louis County with the goal of bringing the reader up to a basic level of understanding. There are many nuances that are not easy to fully describe. Attempts to do so could interject biases, especially given the varying opinions on sharing, local effort, regressive vs. progressive taxation, retail incentives or disincentives, size of city and a myriad of other issues. For the most part, observations on these factors will not be included so that this summary will be as empirical as possible. It does not include scenarios regarding potential changes.

The 1960s

Prior to 1969 local sales taxes for municipalities were not authorized. The two principal revenue sources at the time for local governments were property and utility taxes. St. Louis County had a special law enacted in 1967 to allow for a utility tax of up to 5% for the unincorporated area to be used for public safety (police).

Services to the unincorporated area were also supported by property taxes paid by residents of both incorporated and unincorporated areas. This would become a factor in creating a county sales tax pool in 1977.

In the late 1960's, municipalities in the State of Missouri sought to establish a state revenue sharing program. In response to this, State leaders instead coined the term the "creative localism" and in 1969 authorized the first local sales. Each city had the right to place a sales tax of up to one cent before voters. This authority is found in 94.500 RSMo, but no longer applies to municipalities in St. Louis County due to a newer 1977 statute.

Annexations and incorporations were difficult following the *Graeler* court decision in the early 1960s so the unincorporated area was not likely to change significantly.

During the 1960s, about 2/3 of the county population was unincorporated and 1/3 incorporated. This large unincorporated population is somewhat unique among Missouri counties, perhaps caused in part by the City of St. Louis' frozen boundaries (contrast this with Kansas City which has expanded over the years into 4 counties).

The 1970s

With the authority that was created for a municipal sales tax in 1969, many cities throughout the state received voter approval for their first sales tax, including approximately 56 in St. Louis County. Upon passage, many lowered the city's property tax.

This sales tax authority was not available to St. Louis County itself. In addition, many cities did not have much of a retail sales base and did not enact the tax. As noted above, the countywide property tax was transferring funds paid by municipal residents to the unincorporated area to underwrite services. These issues led to legislative proposals to create a sales tax pool consisting of the unincorporated area and municipalities that did not levy the sales tax. The proposals were debated and eventually adopted in the form of SB 234 in 1977 which created a one cent countywide sales tax and prohibited the local option under 94.500 RSMo. Voters approved the countywide sales tax in October 1977. This was special legislation just for St. Louis County and is found in 66.600-66.620 RSMo.

The legislation established municipalities which previously levied the sales tax as "A" or point-of-sale cities, and those not levying the tax as "B" or pool cities. The pool included the unincorporated area of the County. There was no sharing between "A" and "B" members. The "A" municipalities retained 100% of the sales tax generated within their borders before and after the adoption of the countywide sales tax. The pool members combined all of the sales tax collected and shared it on a population basis.

The new law also allowed "A" or "B" cities to switch categories following the 1980 census (presumably a switch would depend on what would be more financially advantageous to that municipality). There was a caveat that a "B" city that had never levied a local sales tax could not become an "A" city. A 1993 change prohibited "A" cities that became "B" cities from becoming "A" cities again. "A" cities could still join the pool (presumably if their sales tax revenue declined). The number of municipalities in the pool could increase but not decrease.

The countywide property tax was reduced by 30 cents after the approval of the sales tax in 1977. This helped address the issue regarding the residents of municipalities paying a County property tax to support services in the unincorporated area. With unincorporated residents now paying a sales tax, the burden on county-wide tax payers to support the unincorporated area would be reduced.

The 1980s

In 1983, the *Graeler* decision mentioned above that limited annexations and incorporations was overturned by the Missouri Supreme Court in the *Town & Country* case. This opened the door to annexations and incorporations, including the potential for cherry picking more lucrative areas. This could have led to a loss in revenue to the pool.

The minutes of the January 16, 1984 League Board of Directors meeting demonstrates the concern regarding this change. *"President Patricia Killoren mentioned . . . the recent meeting with County Executive McNary and representatives of municipalities with proposed annexation plans. It was agreed by the majority of representatives in attendance to annex unincorporated county only if petitioned by residents within the area to be annexed. County Executive McNary is to appoint the committee, which will include a League representative, to study the restructuring of the County government, municipal governments, and the county tax distribution method."*

In early 1984 the legislature enacted a special law to freeze the boundaries of the "A" portion of the point-of-sale cities with the intention that newly annexed or incorporated areas would remain in the pool if annexed or incorporated. Any municipality could annex territory, but the one cent sales tax would remain in the pool and the annexing city would simply receive the same per capita for the annexed population that had been received by the County.

During this decade two large cities, Maryland Heights and Chesterfield, incorporated and some annexations occurred. This rather dramatic change led St. Louis County officials to call for the formation of a board of freeholders, as authorized in the Missouri constitution. This group was convened in 1987 to study and make recommendations on the government structure of the County, including a call for total incorporation of the County by Mr. McNary.

In lieu of the Board of Freeholders, the League supported the creation of a boundary/ growth commission in 1987 so that citizens in and near each city could control their own boundaries.

County Executive McNary accepted a federal appointment in 1989 and the formation of the Freeholders was successfully challenged because the Board excluded non-property owners from serving on the Board.

Eventually a newly appointed Board of “Electors” proposed a significantly different plan which did not affect municipal boundaries. It was defeated by voters.

During the 1989 session, the legislature authorized the creation of a Boundary Commission (HB 487). In order to promote full incorporation of the County over a 10 year period, it contained a provision (effective in 1996) which called for unincorporated areas to be annexed if the annexing municipality and the whole municipality which would result voted in favor (combined majority). It also allowed for an unincorporated property tax and, if defeated, a reduction of services provided by the County. A provision effective in the year 2000 required that unincorporated areas incorporate or the entire county consider levying taxes in the unincorporated area only.

The 1990s

The 1990s were marked by significant changes to the 1977 sales tax law and the boundary commission law, along with the expansion of sales tax authority for municipalities throughout the state.

In 1993, County Executive Buzz Westfall proposed state legislation to require sharing of the one cent sales tax. This led to negotiations between the “A” and “B” members. HB 618 was passed during the 1993 session which:

- Required “A” cities to share a portion of the one cent sales tax revenue with the “B” members. The higher the per capita revenue of the “A” city, the higher the percentage of shared dollars. (66.620 RSMo)
- Authorized an additional $\frac{1}{4}$ cent sales tax for any County municipality (but not for the unincorporated area). 26 “A” cities have passed this tax which helped many make up for lost revenue from the sharing. 10 “B” cities have passed the tax in the ensuing years too. This $\frac{1}{4}$ cent tax has a sharing provision as well. Each city which passes the tax (including the Bs) will share a portion with all pool members – even those which have not passed it, including the unincorporated area (94.850- 94.857 RSMo).
- Established an “annexation adjustment” for the County to provide a portion of the sales tax to the County based on the percentage of the population that has been annexed or incorporated dating back to 1983 (66.620.6 RSMo). If total incorporation were to occur, the County would receive 10% of the total one cent and $\frac{1}{4}$ cent sales tax money. This is paid by all cities. In addition, any area annexed by a city with the $\frac{1}{4}$ cent tax must provide 50% of the tax revenue to the County for a period of 5 years. [In 2010 the County received over \$8 per capita more than the “B” cities as a result (94.850.4 RSMo)].
- Shared the existing 1.5% use tax on out of state purchases so that it would have been distributed $\frac{1}{3}$ to the County and $\frac{2}{3}$ to the “B” municipalities and low per capita “A” municipalities, but not to the “B” portion of the County. However, the US Supreme Court invalidated the state law and required local votes on the use tax. The distribution formula for the use tax has changed significantly over the years with only about $\frac{1}{3}$ potentially going to municipalities as of 2011. However, it was defeated by county voters in 1996, 2001, and 2008.

In 1995, following a successful court challenge, the legislature authorized a $\frac{1}{2}$ cent capital improvements sales tax for any municipality in St. Louis County (94.890 RSMo). This is another special law regarding the distribution in St. Louis County. It has been approved by 79 municipalities here. Upon voter approval of the tax, the municipality had to declare whether it wished to be:

- Option 1 and retain 85% of the revenue generated and share the remaining 15% with those choosing Option 2;
- Option 2 municipalities would pool all revenue from Option 2 participants along with the 15% from the Option 1 cities and receive revenue a per capita share of this revenue. Unlike the $\frac{1}{4}$ cent above, only those municipalities which pass the tax share in the Option 2 distribution.

Also in 1995, the legislature authorized a sales tax of up to ½ cent for any municipality in the state to be used for parks and/or stormwater (644.032 RSMo). There are no sharing provisions for this tax and each municipality retains what is generated within its borders. It has been enacted by 49 municipalities here.

In 1999, the legislature authorized a sales tax of up to ¼ cent for any municipality with a fire department for the provision of fire services (321.242 RSMo). There are no sharing provisions for this tax and each municipality retains what is generated within its borders. It is levied in 14 communities here.

The Boundary Commission law was the subject of some controversy in the 1990s. Some cities which sought to annex or incorporate and were denied by the Commission. They challenged the legislation creating the commission and the law was thrown out as a special law. Following this decision, the Cities of Wildwood and Green Park incorporated. The Boundary Commission statute was amended by the legislature and re-enacted in 1995 and amended several times thereafter. The provisions that may have promoted full incorporation by 2000 were removed at the County's request, five year plans were added, along with 3 joint appointees to reduce polarization. Some controversies and litigation still arise from time to time.

The 2000s

In 2005, the General Assembly authorized cities to levy a sales tax of up to ½ cent for economic development purposes. There are no sharing provisions for this tax and each municipality retains what is generated within its borders. (67.1305 RSMo). This is levied in 9 cities.

In 2008, a great recession began in the United States. Most tax revenues dropped at the local, state, and national levels. In addition, internet and other forms of purchasing goods from out-of-state vendors have reduced sales tax revenues, along with a growing list of exempt items. 2010 sales tax revenues have dropped to 2001 levels in St. Louis County.

NOTE: How census changes affect distribution of the one cent and ¼ cent sales tax in St. Louis County

For "A" cities: if revenues are steady and population increases, the per capita amount mathematically decreases making the city look less wealthy so sharing is less. If population decreases, the per capital amount mathematically increases making the city look better off financially so sharing is increased.

For "B" cities: Since each resident generates a per capita amount, if population increases, revenue also increases. The opposite is true for population decreases.

See Appendix A for a list of one cent and ¼ cent sales tax receipts for 2010.

See Appendix B for a list of all local option sales taxes levied by municipalities.

See Appendix C which shows one cent sales tax trends for the last 20 years.

Appendix A

	A	B	C	D	E	F	G	H
1	2010 SALES TAX RECEIPTS AFTER SHARING (POPULATION BASED ON 2000 CENSUS)							
2	Source: St. Louis County Dept of Administration							
3	A Cities (Not including annexed areas)	After Sharing	1 Cent	Local Option	Local Option	Total	Total	
4	"A" Area	1 Cent Sales	1 Cent	1/4 Cent Receipts	Per Cap	Received	Per Cap	
5	Municipality	Population	Tax Receipts	Per Cap	1/4 Cent Receipts	Per Cap	Received	Per Cap
6	Ballwin*	12,464	2,158,312	173.16	-	-	2,158,312	173.16
7	Berkeley	10,063	1,010,316	100.40	222,561	22.12	1,232,877	122.52
8	Brentwood	7,693	2,523,288	328.00	767,082	99.71	3,290,370	427.71
9	Bridgeton	15,539	4,086,371	262.98	25	0.00	4,086,396	262.98
10	Clayton	15,935	2,304,866	144.64	551,622	34.62	2,856,488	179.26
11	Cool Valley	1,081	166,736	154.24	-	-	166,736	154.24
12	Crestwood*	10,333	2,066,583	200.00	521,757	50.49	2,588,340	250.49
13	Creve Coeur*	11,956	2,923,498	244.52	-	-	2,923,498	244.52
14	Des Peres*	8,087	2,803,745	346.70	861,993	106.59	3,665,738	453.29
15	Edmundson	840	249,132	296.59	73,177	87.12	322,309	383.70
16	Ellisville*	7,720	2,130,088	275.92	546,793	70.83	2,676,881	346.75
17	Eureka*	7,010	1,702,642	242.89	-	-	1,702,642	242.89
18	Fenton*	3,822	2,468,136	645.77	-	-	2,468,136	645.77
19	Ferguson	22,406	2,507,207	111.90	551,968	24.63	3,059,175	136.53
20	Frontenac	3,483	1,177,560	338.09	352,600	101.23	1,530,160	439.32
21	Hazelwood*	14,965	1,735,889	116.00	-	-	1,735,889	116.00
22	Kirkwood*	26,561	2,837,338	106.82	609,358	22.94	3,446,696	129.77
23	Ladue	8,645	1,716,603	198.57	390,595	45.18	2,107,198	243.75
24	Manchester*	6,156	1,710,038	277.78	489,679	79.54	2,199,717	357.33
25	Maplewood	9,228	2,067,269	224.02	540,318	58.55	2,607,587	282.57
26	Marlborough	2,235	250,381	112.03	55,417	24.80	305,798	136.82
27	Olivette	7,438	829,609	111.54	187,186	25.17	1,016,795	136.70
28	Overland	16,838	1,894,010	112.48	434,054	25.78	2,328,064	138.26
29	Richmond Heights	9,602	2,824,544	294.16	831,719	86.62	3,656,263	380.78
30	Rock Hill	4,765	636,826	133.65	148,557	31.18	785,383	164.82
31	Shrewsbury	6,644	952,188	143.32	228,049	34.32	1,180,237	177.64
32	St. Ann	13,607	1,151,935	84.66	256,884	18.88	1,408,819	103.54
33	Sunset Hills*	4,910	1,393,100	283.73	398,598	81.18	1,791,698	364.91
34	Town & Country*	9,452	1,868,141	197.65	485,339	51.35	2,353,480	248.99
35	Twin Oaks	362	297,128	820.80	111,542	308.13	408,670	1,128.92
36	Valley Park	4,264	465,806	109.24	-	-	465,806	109.24
37	Warson Woods	1,983	328,843	165.83	83,749	42.23	412,592	208.06
38	Woodson Terrace	4,189	690,903	164.93	174,363	41.62	865,266	206.56
39	A TOTALS	290,276	53,929,031	185.79	9,874,985	34.02	63,804,016	219.80
40								
41								
42	GRAND TOTALS	1,016,315	140,863,674	138.60	13,303,411	13.09	154,167,085	151.69
43								
44	NOTES							
45	*Asterisk indicates "A" cities with annexations of "B" areas over 500 population that are shown in both categories.							
46								
47	All "B" areas receive a share of the 1/4 cent. "B" cities that also passed the tax, such as Jennings and Glendale, receive							
48	the shared amount plus the amount generated in the City, less 12.5% shared with all "B" areas.							
49								
50	One Cent Sharing							
51	In 2010 the "A" cities shared \$12.8 million with the pool members - \$6.4 million each to the County and B cities							
52								
53	1/4 Cent Sharing							
54	In 2010 the "A" cities shared \$1.7 million with the pool members - \$1 million to the County and \$700,000 to B cities							
55								
56								
57	Some "B" cities are not allowed by law to become "A" cities and generate more revenue than the receive.							
58	In addition, some areas annexed by "A" cities remain in the pool but generate more revenue than the city receives.							
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76	See page 2 below for B cities.							
77								
78								
79								

Appendix A

	A	B	C	D	E	F	G	H
80								
81			2010 SALES TAX RECEIPTS with about \$13M added from A cities					
82	B Cities (including annexed		Source: St. Louis County Dept of Administration					
83	areas of "A" cities w/ *)							
84		"B" Area	1 Cent Sales	1 Cent	Local Option	Local Option	Total	Total
85	Municipality	Population	Tax Receipts	Per Cap	1/4 Cent Receipts	Per Cap	Received	Per Cap
86	Ballwin*	18,819	2,183,558	116.03	42,898	2.28	2,226,456	118.31
87	Bel-Nor	1,598	185,415	116.03	3,643	2.28	189,058	118.31
88	Bel-Ridge	3,082	357,603	116.03	77,099	25.02	434,702	141.05
89	Bella Villa	687	79,712	116.03	1,566	2.28	81,278	118.31
90	Bellevue Nbrs.	11,088	1,286,534	116.03	25,275	2.28	1,311,809	118.31
91	Bellerive	254	29,472	116.03	22,168	87.28	51,640	203.31
92	Beverly Hills	603	69,966	116.03	1,375	2.28	71,341	118.31
93	Black Jack	6,792	788,072	116.03	15,482	2.28	803,554	118.31
94	Breckenridge Hills	4,817	558,914	116.03	74,936	15.56	633,850	131.59
95	Calverton Park	1,322	153,391	116.03	3,014	2.28	156,405	118.31
96	Champ	12	1,393	116.08	27	2.25	1,420	118.33
97	Charlack	1,431	166,038	116.03	3,262	2.28	169,300	118.31
98	Chesterfield	46,802	5,430,410	116.03	106,686	2.28	5,537,096	118.31
99	Clarkson Valley	2,675	310,378	116.03	6,098	2.28	316,476	118.31
100	Country Club Hills	1,381	160,237	116.03	3,148	2.28	163,385	118.31
101	Country Life Acres	81	9,398	116.02	185	2.28	9,583	118.31
102	Crestwood*	1,530	177,525	116.03	10,586	6.92	188,111	122.95
103	Creve Coeur*	4,803	557,589	116.09	10,949	2.28	568,538	118.37
104	Crystal Lake Park	457	53,025	116.03	1,042	2.28	54,067	118.31
105	Dellwood	5,255	609,735	116.03	11,979	2.28	621,714	118.31
106	Des Peres*	505	58,595	116.03	130,538	258.49	189,133	374.52
107	Ellisville*	1,508	161,397	107.03	46,033	30.53	207,430	137.55
108	Eureka*	666	77,276	116.03	1,518	2.28	78,794	118.31
109	Fenton*	538	62,424	116.03	1,226	2.28	63,650	118.31
110	Florissant Hills	931	108,023	116.03	2,122	2.28	110,145	118.31
111	Florissant	53,948	6,327,781	117.29	124,316	2.30	6,452,097	119.60
112	Glen Echo Park	166	19,261	116.03	378	2.28	19,639	118.31
113	Glendale	5,767	669,142	116.03	67,766	11.75	736,908	127.78
114	Grantwood Village	883	102,454	116.03	2,013	2.28	104,467	118.31
115	Greendale	722	83,773	116.03	1,646	2.28	85,419	118.31
116	Green Park	2,666	309,334	116.03	6,077	2.28	315,411	118.31
117	Hantley Hills	2,124	246,447	116.03	4,842	2.28	251,289	118.31
118	Hazelwood*	11,241	1,304,287	116.03	25,624	2.28	1,329,911	118.31
119	Hillsdale	1,477	171,375	116.03	3,367	2.28	174,742	118.31
120	Huntleigh	323	37,478	116.03	736	2.28	38,214	118.31
121	Jennings	15,469	1,794,859	116.03	210,431	13.60	2,005,290	129.63
122	Kinloch	449	52,097	116.03	1,863	4.15	53,960	120.18
123	Kirkwood*	763	88,530	116.03	342,237	448.54	430,767	564.57
124	Lakeshire	1,375	159,540	116.03	3,134	2.28	162,674	118.31
125	Mackenzie	137	15,896	116.03	312	2.28	16,208	118.31
126	Manchester*	13,005	1,508,963	116.03	83,766	6.44	1,592,729	122.47
127	Maryland Heights	27,352	3,173,637	116.03	62,349	2.28	3,235,986	118.31
128	Moline Acres	2,662	308,870	116.03	6,068	2.28	314,938	118.31
129	Normandy	5,247	608,806	116.03	11,961	2.28	620,767	118.31
130	Northwoods	4,643	538,725	116.03	58,890	12.68	597,615	128.71
131	Norwood Court	1,061	123,107	116.03	2,419	2.28	125,526	118.31
132	Oakland	1,540	178,685	116.03	3,510	2.28	182,195	118.31
133	Pacific	1,098	176,161	160.44	2,503	2.28	178,664	162.72
134	Pagedale	3,522	408,656	116.03	55,139	15.66	463,795	131.69
135	Pasadena Hills	1,147	133,086	116.03	2,615	2.28	135,701	118.31
136	Pasadena Park	489	56,738	116.03	1,115	2.28	57,853	118.31
137	Pine Lawn	4,204	487,788	116.03	9,583	2.28	497,371	118.31
138	Riverview	3,146	365,029	116.03	7,171	2.28	372,200	118.31
139	St. George	1,288	149,446	116.03	2,936	2.28	152,382	118.31
140	St. John	6,871	797,238	116.03	15,663	2.28	812,901	118.31
141	Sunset Hills*	3,357	389,511	116.03	45,426	13.53	434,937	129.56
142	Sycamore Hills	722	83,773	116.03	1,646	2.28	85,419	118.31
143	Town & Country*	1,442	167,314	116.03	46,029	31.92	213,343	147.95
144	University City	37,644	4,367,812	116.03	85,810	2.28	4,453,622	118.31
145	Uplands Park	460	53,374	116.03	1,049	2.28	54,423	118.31
146	Valley Park*	2,254	267,332	118.60	6,570	2.91	273,902	121.52
147	Velda City	1,616	187,504	116.03	3,684	2.28	191,188	118.31
148	Velda Village Hills	1,090	126,472	116.03	2,485	2.28	128,957	118.31
149	Vinita Park	1,924	223,241	116.03	4,386	2.28	227,627	118.31
150	Vinita Terrace	292	33,881	116.03	666	2.28	34,547	118.31
151	Webster Groves	23,230	2,695,364	116.03	414,065	17.82	3,109,429	133.85
152	Wellston	2,460	285,432	116.03	34,345	13.96	319,777	129.99
153	Westwood	284	32,952	116.03	647	2.28	33,599	118.31
154	Wilbur Park	475	55,114	116.03	1,083	2.28	56,197	118.31
155	Wildwood	32,884	3,824,098	116.29	75,128	2.28	3,899,226	118.58
156	Winchester	1,651	191,565	116.03	3,763	2.28	195,328	118.31
157	St. Louis County	322,159	39,916,635	123.90	978,359	3.04	40,894,994	126.94
158	B TOTAL	726,366	86,934,643	119.68	3,428,428	4.72	90,363,069	124.40

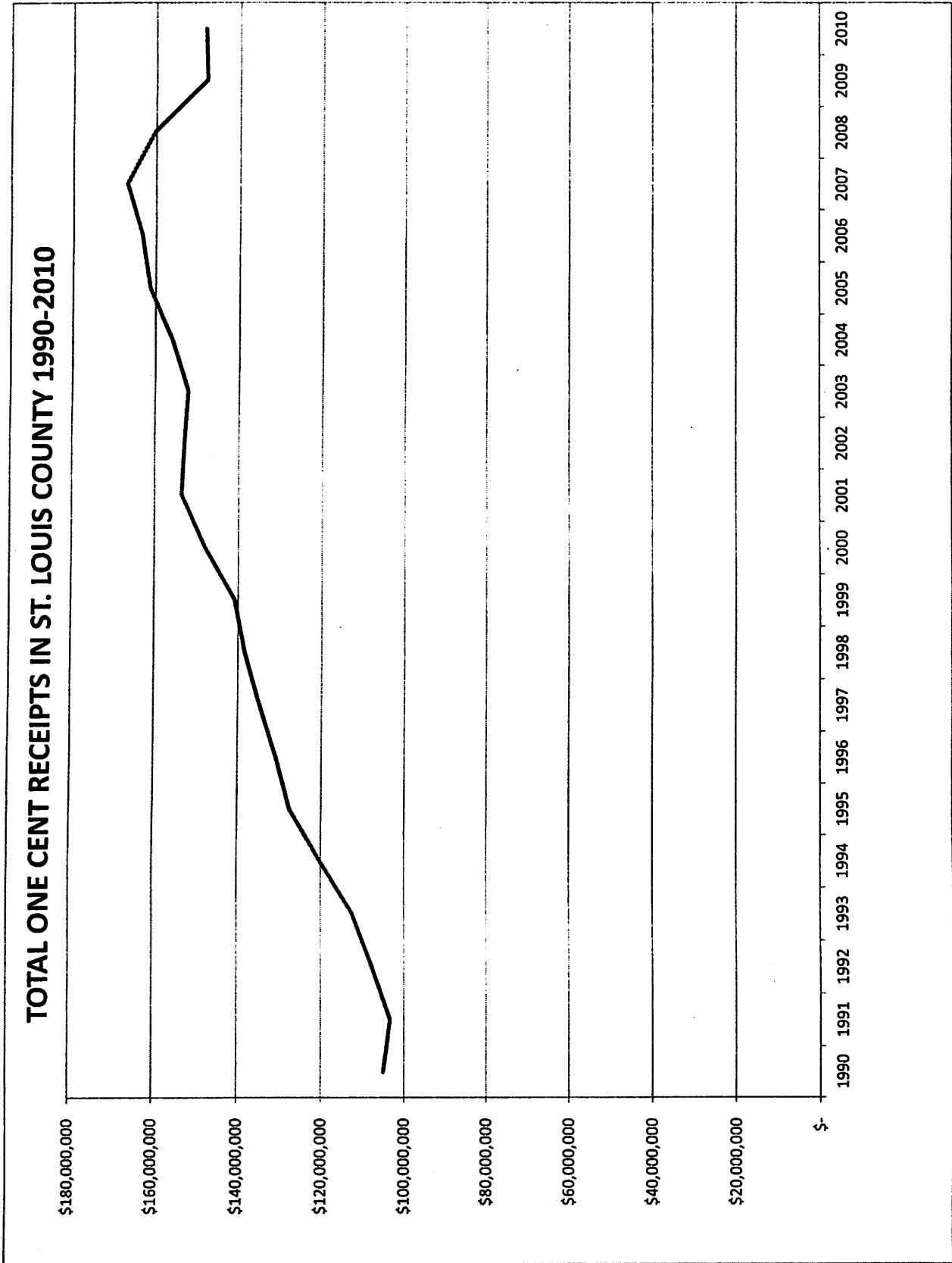
Appendix B

	A	B	C	D	E	F	G	H	I	J	K
1	CITIES WHICH HAVE PASSED LOCAL OPTION SALES TAXES										
2	AND THE LOCAL SALES TAX RATE										
3											
4	4/6/2011										
5	For all municipalities not listed below and unincorporated County, the sales tax rate is 6.925%.										
6											
7			1/8 or			UP TO 1/2	UP TO 1/2				LOCAL
8			1/4 CENT	1/2 CENT	CAPITAL	CENT	CENT	UP TO			USE
9			GEN REV	CAP IMP	IMPROV	& PARKS	ECON.	FIRE DEPT	MUNI	TOTAL	TAX
10	CITY	POP	Chapter	Chapter	DISTRI	Chapter	Chapter	Chapter	TAX	TAX	Chapter
11			94.850	94.890	OPTION	644.032	67.1305	321.242	RATE	RATE	144.757
12	Ballwin	31,283		Nov-95	1	Apr-01			1	7.925	
13	Bella Villa	687		Apr-96	2				0.5	7.425	Aug-96
14	Bellefontaine Nbrs.	11,271		Aug-95	2				0.5	7.425	
15	Bellerive Acres	254	Apr-07	Jun-05	1				0.75	7.675	
16	Bel-Nor	1,598		Aug-95	2				0.5	7.425	Aug-96
17	Bel-Ridge	3,082	Feb-05	Aug-95	2	Feb-05			1.25	8.175	
18	Berkeley	10,063	Apr-05	Apr-96	1	Apr-05	Aug-09	Apr-05	2	8.925	
19	Beverly Hills	603		Nov-95	2	Nov-95	Apr-06		1.5	8.425	
20	Black Jack	6,792		Nov-95	2				0.5	7.425	Aug-96
21	Breckenridge Hills	4,817	Apr-94	Nov-99	1				0.75	7.675	Apr-97
22	Brentwood (1)	7,693	Nov-93	Apr-94	1	11/95, 11/97		Aug-02	1.5	8.425	
23	Bridgeton	15,550		Apr-06	1	Nov-97			1	7.925	
24	Calverton Park	1,322		Apr-02	2				0.5	7.425	
25	Charlack	1,431		Nov-95	2				0.5	7.425	
26	Chesterfield	46,802		Nov-96	1	Nov-04			1	7.925	
27	Clayton	15,935	Nov-93	Nov-95	1	Apr-97			1.25	8.175	
28	Cool Valley	1,081		Apr-02	1				0.5	7.425	
29	Country Club Hills	1,381		Nov-95	2	Apr-07	Aug-10		1.5	8.425	
30	Crestwood	11,863	Nov-93	Nov-93	1	Aug-00		Aug-03	1.5	8.425	
31	Creve Coeur	16,500	Nov-10	Nov-97	1				0.75	7.675	
32	Crystal Lake Park	457		Nov-95	2				0.5	7.425	
33	Dellwood	5,255		Nov-94	2	Aug-98			1	7.925	
34	Des Peres	8,592	Nov-93	Nov-94	1	Aug-00		Nov-03	1.5	8.425	Aug-96
35	Edmundson	840	Nov-93	Feb-94	1	Nov-97	Feb-06		1.75	8.675	Aug-96
36	Ellisville	9,104	Nov-06	Apr-11		Nov-95			1.25	8.175	
37	Eureka	7,676		Apr-95	1	Nov-00			1	7.925	
38	Fenton	4,360				Nov-96			0.5	7.425	
39	Ferguson	22,406	Apr-94	Apr-94	1	Nov-04		Nov-04	1.5	8.425	
40	Flordell Hills	931		Nov-96	2				0.5	7.425	Apr-97
41	Florissant (2)	53,948		Apr-96	2	4/98, 11/06			1	7.925	
42	Frontenac	3,483	Nov-93	Nov-94	1	Nov-04		Apr-02	1.5	8.425	
43	Glendale	5,767	Apr-96	Aug-95	2	Apr-98			1.25	8.175	Aug-96
44	Grantwood Village	883		Nov-96	2	Nov-06			1	7.925	
45	Greendale	722		Nov-03	2	Nov-03			1	7.925	
46	Green Park	2,666		Apr-01	1				0.5	7.425	
47	Hanley Hills	2,124		Apr-04	2				0.5	7.425	
48	Hazelwood	26,206		Apr-96	1	Nov-01	Nov-06		1.5	8.425	Aug-96
49	Hillsdale	1,477		Apr-96	2				0.5	7.425	
50	Jennings (3)	15,469	Jun-94	6/94&2/96	2	Aug-05		Feb-00	1.5	8.425	
51	Kinloch (4)	449	Apr-05	Apr-96	2	Apr-05			1.25	8.175	
52	Kirkwood	27,324	Nov-94	Nov-94	1	Apr-98			1.25	8.175	Aug-96
53	Ladue	8,645	Nov-93	Nov-94	1	Jun-03			1.25	8.175	
54	Lakeshire	1,375		Apr-07	2				0.5	7.425	
55	Manchester	19,161	Aug-94	Aug-94	1	Aug-00			1.25	8.175	
56	Maplewood	9,228	Feb-94	Feb-94	1	Nov-97		Apr-03	1.5	8.425	Aug-96
57	Marlborough	2,235	Apr-00	Nov-03	1	Nov-03			1.25	8.175	
58	Maryland Heights	27,352				Nov-95			0.5	7.425	
59	Moline Acres	2,662		Nov-05	2				0.5	7.425	
60	Normandy	5,153		Apr-96	2	Nov-04	Apr-07		1.5	8.425	Apr-07
61	Northwoods	4,643	Apr-02	Nov-95	2	Apr-02			1.25	8.175	
62											

Appendix B

	A	B	C	D	E	F	G	H	I	J	K
	CITY	POP	1/4 CENT GEN REV	1/2 CENT CAP IMP	CAP IMP DIST OPT	STORM/ & PARKS	ECON. DEV.	FIRE DEPT	MUNI TAX RATE	TOTAL TAX RATE	USE TAX
63											
64											
65	Oakland	1,540		Nov-95	2	Aug-06			1	7.925	
66	Olivette	7,438	Nov-93	Nov-95	1	Apr-02		Nov-01	1.5	8.425	Aug-96
67	Overland	16,838	Nov-93	Aug-03	1				0.75	7.675	
68	Pacific	5,482		Nov-02	1				0.5	7.425	
69	Pagedale	3,616	Apr-03	Nov-95	2	Aug-02			1.25	8.175	
70	Pasadena Hills	1,147		Nov-95	2				0.5	7.425	Aug-96
71	Pasadena Park	489		Apr-96	2				0.5	7.425	
72	Pine Lawn	4,204		Aug-95	2	Apr-98			1	7.925	
73	Richmond Heights	9,602	Nov-93	Jun-94	1	Aug-97		Apr-03	1.5	8.425	
74	Riverview	3,146		Nov-95	2				0.5	7.425	Aug-96
75	Rock Hill	4,765	Nov-93	Aug-94	1	Nov-99		Apr-01	1.5	8.425	
76	St. Ann	13,607	Nov-93	Aug-94	1	Aug-99	Nov-05		1.75	8.675	
77	St. George	1,288		Nov-05	2				0.5	7.425	
78	St. John	6,871		Nov-95	2	Apr-05			1	7.925	
79	Shrewsbury	6,644	Feb-94	Feb-94	1	Aug-96		Feb-04	1.5	8.425	
80	Sunset Hills	8,267	Apr-94	Apr-94	1	Apr-07			1.25	8.175	
81	Town & Country	10,894	Nov-94	Nov-94	1	Apr-98			1.25	8.175	
82	Twin Oaks (5)	362	Apr-96	Apr-96	1	4/96, 11/06			1.25	8.175	
83	University City (6)	37,428		Apr-96	2	11/01, 11/02	Aug-06	Nov-01	1.5	8.425	Apr-98
84	Uplands Park	460		Nov-95	2				0.5	7.425	Aug-96
85	Valley Park	6,518		Nov-95	2	Nov-95			1	7.925	
86	Velda City	1,616		Nov-95	2				0.5	7.425	
87	Velda Village Hills	1,090		Nov-95	2				0.5	7.425	
88	Vinita Park	1,924		Nov-95	1				0.5	7.425	Aug-96
89	Vinita Terrace	292		Nov-95	2				0.5	7.425	
90	Warson Woods	1,983	Apr-96	Aug-94	1				0.75	7.675	
91	Webster Groves	23,230	Nov-04	Apr-96	2	Apr-99		Nov-04	1.5	8.425	
92	Wellston	2,460	Apr-03	Nov-95	2				0.75	7.675	
93	Wilbur Park	475		Nov-96	2				0.5	7.425	
94	Wildwood	32,884		Apr-99	2				0.5	7.425	
95	Winchester	1,651		Apr-05	2				0.5	7.425	
96	Woodson Terrace	4,189	Nov-93	Apr-94	1	Apr-02	Feb-06		1.75	8.675	Aug-96
97											
98	# of cities adopting tax		36	80		49	9	14			19
99											
100	(1) Brentwood enacted a 1/8 cent parks/stormwater sales tax at the 1st election & 3/8 cent at the 2nd.										
101	(2) Florissant enacted a 1/4 cent parks/stormwater sales tax at each election.										
102	(3) Jennings enacted a 1/4 cent capital improvements sales tax at each election.										
103	(4) Kinloch voters approved a 2nd capital improvements tax in April 2005, but the DOR would not collect it.										
104	(5) Twin Oaks enacted a 1/4 cent parks/stormwater sales tax at each election.										
105	(6) University City enacted a 1/4 cent parks/stormwater sales tax at each election and a 1/4 cent economic development tax.										
106											
107	THE 1% TAX MUNICIPALITIES (A/B distribution) PREVIOUSLY ENACTED BY CITIES IN THE 1970'S WAS SUPERSEDED										
108	BY THE COUNTYWIDE 1% SALES TAX IN 1977. MUNICIPALITIES TECHNICALLY DO NOT HAVE THIS TAX AUTHORITY										
109	SINCE IT BECAME A COUNTYWIDE TAX IN 1977 FOLLOWING A COUNTYWIDE POPULAR VOTE.										
110											
111	Current countywide sales tax of 6.925% comprised of:										
112	State of Missouri	3.000									
113	Statewide Education	1.000									
114	State Parks/Soil Conservation	0.100									
115	State Conservation Dept	0.125									
116	Countywide Sales Tax	1.000				A/B Distribution					
117	County Transportation Tax	0.500				Bi-State and County Roads					
118	County Mass Transit Tax	0.250				Metrolink, August 1996					
119	Regional Parks & Trails	0.100				Park District/County/Municipalities, November 2000					
120	Children's Service	0.250				Approved November 2008					
121	Emergency Communications	0.100				Approved November 2009					
122	Metro	0.500				Approved April 2010					
123	Total	6.925									
124											
125	9 Municipalities with no local option sales taxes are: Champ, Clarkson Valley, Country Life Acres, Glen Echo Park,										
126	Huntleigh, Mackenzie, Norwood Court, Sycamore Hills, Westwood										
127	Pacific is mostly in Franklin County and has different sales tax authority than cities wholly in St. Louis County.										

Exhibit C



**St Louis County Municipal League
Forum on Sales Tax Distribution- November 17, 2011
The "A" City Perspective**

- **The current distribution system is unfair. "A" Cities support continued sharing with "B" cities but believe the current formula is onerous.**
 - The current formula does not encourage economic development or reward success and hard work.
 - St Louis County should stand on its own. Why is St Louis County the only county in this state which shares in municipal revenues? Why doesn't the County share any county taxes with municipalities?
 - The County tax structure (including county-wide property taxes and shared sales taxes) result in the residents in incorporated areas subsidizing "municipal type" services in the unincorporated areas
- **St Louis County is the primary beneficiary of the current sharing plan**
 - Under voter approved Sales Tax Plan (1977) County contributed \$5,000,000 to the POOL (2010 Dollars)
 - Under the 1993 legislative changes, St Louis County takes \$11.0 million more from the POOL than generated in the unincorporated area,
- **Current Sales Tax Sharing Formula (1.0%) unfair to tax generating cities**
 - There are minimum sharing benchmarks included in formula but no ceiling – while the average "A" sharing is 20%, some cities share more than 40% of their sales taxes under the current formula
 - "Captive B" cities are sharing in excess of 50% of taxes generated in their communities without an option under current law to become POS
 - Revenues generated in areas developed commercially after annexation are captured by the POOL and not shared with the "A" City
- **Current sharing of the 0.25% Tax unfair to those who have adopted tax**
 - The 0.25% optional tax was intended to increase revenues available to the POOL. Yet, most POOL cities have not adopted the tax but enjoy the benefits of higher revenues
 - Residents in POS cities that have adopted the 0.25% tax pay higher sales taxes than POOL areas who benefit from that same tax
 - St Louis County receives 0.25% funding without adopting the tax
- **County Annexation Factor Unnecessary**
 - Annexation factor (2.0%) collected by County from both "A" and "B" cities
 - Boundary Commission now exists to prevent unreasonable annexations or incorporations making the annexation factor unnecessary

The "A" City Recommendations

- **Current sales tax laws in St Louis County need to be "cleaned up".**

There are a number of optional sales taxes approved by the General Assembly (prior to the 1993 Sales Tax Sharing Statutes) that need to be repealed to eliminate confusion.

- **The current 1.0% sales tax formula needs to be simplified and audited.**

At a minimum, the calculation should be ANNUAL not monthly to decrease chances of error and allow cities to more easily project and track their sales tax revenues.

- **Sales tax sharing between cities should continue but sharing of city sales tax dollars with the County should be discontinued.**

Ending sales tax sharing with the county would result in increased revenues to POOL Cities. County government should stand on its own without sharing in city sales taxes. Cities support independent tax authority for St Louis County not tied to cities.

- **The ability for cities to move between "A" and "B" status after each census allowed in the 1977 voter approved plan should be reinstated.**

This would include allowing newly incorporated cities and annexation areas to be designated as either "A" or "B" by their respective city and treat all cities equally.

- **Sharing of the 1.0% tax needs to be capped.**

There are minimum sharing benchmarks in the sharing formula. The formula needs to include a ceiling on sharing – perhaps the same 15.0% of the Capital Sales Tax would be a logical cap to start that discussion.

- **Any sharing of 0.25% sales tax should be limited to those adopting the tax.**

No city should share in the 0.25% optional local sales tax unless that city has adopted that tax. County should be given authority to levy the 0.25% tax in unincorporated areas.

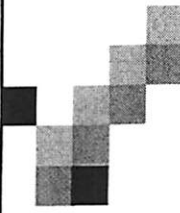
- **The annexation adjustment should be ended.**

St Louis County takes 1.86% of sales taxes off the top from both "A" and "B" cities. That factor was adopted in the absence of a Boundary Commission which is now in place to protect the County against unreasonable annexations or incorporations.

- **The dual role of the County as a "County" and a "City" needs to be defined**

St Louis County should have a transparent budget clearly identifying revenues and expenses for traditional county services and for "municipal type services" provided to the unincorporated areas.

Adoption of these concepts, would increase POOL city revenues by 25.0%!



Pool Sales Tax Study Group Perspectives



Pool Study Group

- Black Jack
- Clarkson Valley
- Greendale
- Florissant
- St. Louis County
- University City
- Webster Groves
- Wildwood



B Study Group

- Who is in the pool?
 - 290,270 in A Municipalities
 - 401,953 in B Municipalities
 - 322,159 in Unincorporated County
 - 724,112 residents in the pool

Pool Study Group Principles

- Foster a healthy region
- History of sharing, necessary and fair
- Common legislative message
- Focus on job-creating economic development
- Foster efficient, consistent, local government services

Case for sharing

- Interwoven economic fabric
- Sales tax revenues dependent on a healthy region
- Infrastructure costs are shared
- Geographic and historic growth patterns

Observations

- External trends are shrinking the "pie"
- Reliance on retail expansion
- TIF payments
- Location advantages
- Significant revenue can be gained by optional taxes

New Revenue Generators

- Passage of $\frac{1}{4}$ cent – increase from \$13 m to \$35 m
- Parks and Stormwater – increase from \$49 m to \$70 m
- Capital Improvement – increase from \$47 to \$70 m
- Economic Development and Fire - \$12M

B City Perspectives

- Simplify the formula
 - Clear, simple, calculable formula needed
 - Continue step formula rather than flat
 - Understand the impact of TIF on formula
 - Create a cap on contributions from POS cities

B City Perspectives

- Remove county annexation and incorporation charges
 - Remove from $\frac{1}{4}$ and 1 cent
 - Generate over \$1.2 m for POS and \$750,000 for B cities

B City Perspectives

- Changes in the ¼ cent optional tax
 - No pooling of tax; full amount retained by levying city
 - County is not eligible for ¼ cent sharing
 - County given legislative authority for ¼ cent
 - Capacity to compensate for pool contributions
 - Raise funding from \$13 million to \$35 million
 - Provide county with over \$7.5 million

B City Perspectives

- Retain the pool
 - Instability in planning and budgeting with changes
 - Pool should be retained
 - All annexations stay in the pool
 - Cities can not leave the pool
 - County remains as part of the pool

B City Perspectives

- St. Louis County
 - County should separate municipal and county-wide functions and budgeting
 - County should be given authority for local options taxes
