



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 14, 2014
7:00 PM**

CALL 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 THE AGENDA

ANNOUNCEMENTS

CONSENT AGENDA

- a. Minutes Dated June 23, 2014
- b. Resolution No. 1120 - Authorizing the City Administrator of the City of Creve Coeur to Enter into an Agreement with Erb Turf Equipment for the Purchase of a John Deere Hybrid Riding Greens Mower in the Amount of \$29,748.96
Summary: A resolution authorizing the purchase of a new John Deere Hybrid Riding Greens Mower.

BILLS PAYABLE REPORT

Bills Payable Listing 07-15-14

Summary: A report of bills payable dated July 15, 2014 in the amount of \$364,783.70 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

1. - Bill No. 5500 - an Ordinance Authorizing the Sale of Fountain Park at 11915 Olive Boulevard and Additional Parcel North of and Adjacent to W. Rue De La Banque Street. Final Reading and Passage
Summary: The proposed ordinance will authorize the sale of the Fountain Park property to Drury Development, LLC, pursuant to the terms and conditions provided in the sale contract.



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- 2. Bill No. Substitute Bill No. 5501 - Substitute Bill No. 5501 - an Ordinance of the City Council of the City of Creve Coeur, Missouri, Amending Chapters 405 and 515 of the Code of Ordinances to Address Changes in State Law Regarding Wireless Communications Facilities and Support Structures. Final Reading and Passage**

Summary: There have been changes in state law regarding local regulation of wireless communications facilities and support structures that will take effect August 28, 2014. Staff has applied for approval of related changes to the City's Zoning Code and Right-of-Way Usage Code.

- 3. Bill No. Bill No. 5502 - Bill No. 5502 - an Ordinance of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Municipal Housing and Community Development Cooperation Agreement with St. Louis County Related to the Community Development Block Grant Program for Fiscal Years 2015-2017. Final Reading and Passage**

Summary: City staff recommends the execution of a cooperation agreement with St. Louis County to continue participation in the Community Development Block Grant (CDBG) program for the 2015, 2016, and 2017 fiscal years.

NEW BUSINESS

- 1. Bill No. Bill No. 5503 - Bill No. 5503 - an Ordinance Amending Sections 240.020, 240.030 and 240.040 of the Creve Coeur Code of Ordinances Pertaining to Recreation Fees. First Reading**

Summary: An ordinance amending the Creve Coeur Code of Ordinances pertaining to recreation fees.

- 2. Bill No. Bill No. 5504 - Bill No. 5504 - an Ordinance Amending the Personnel Policy and Procedures Manual of the City of Creve Coeur, Missouri. First Reading**

Summary: The City's personnel policy and procedures manual is periodically amended and updated to clarify policy and comply with new legislation.

- 3. Resolution No. 1117 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing Execution of a Cooperative Purchasing Agreement with the Members of the West Central Dispatch Center and Related Telecommunications Service Agreement with Charter Communications.**

Summary: An opportunity to reduce telecommunications services costs has arisen in connection with the city's participation in the West Central Dispatch Center with the cities of Frontenac and Town and Country. The proposed joint purchasing agreement would also apply to any future cost saving opportunities.



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4. Resolution No. 1118 - Regarding Missouri Transportation Sales Tax Amendment 7

Summary: The proposed resolution regarding Amendment 7, a statewide transportation sales tax ballot matter, was requested by members of the City Council at the June 23 meeting. As drafted, the resolution encourages residents to carefully consider the impact of Amendment 7 for a variety of reasons as stated in the resolution, and recommends that the legislature ask voters to consider increases in user fees, such as gas taxes and license fees.

5. Resolution No. 1119 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with E. Meier Contracting for "Phase 1" of the Golf Cart Path Replacement Project for \$55,200.00.

Summary: The golf cart paths at the Creve Coeur Golf Course have deteriorated to the point that replacement is necessary.

APPOINTMENTS

Annual Appointments and Reappointments to Boards, Committees and Commissions 2014

BUSINESS FROM THE MAYOR AND CITY COUNCIL

1. Presentation Regarding Creve Coeur Golf Course Dam Project

Summary: Requested by Council Member Kent

BUSINESS FROM CITY ADMINISTRATOR

1. Trash and Recycling Contract

Summary: Discussion of next steps regarding the city's contract with Allied. A draft of the 2014 Citizen Survey report has been completed, and a representative from the survey consultant, ETC Institute, will be invited to the August 11 Council Work Session to present the survey results and answer questions. It is suggested that further review of the trash and recycling contract be held following the survey discussion.

2. Creve Coeur Arts Commission Requests for Funding of Bus Shelter

Summary: Creve Coeur Arts Commission Requests for changes in capital improvement program funding for one bus shelter for \$50,000 located at Laverne Collins Park and approval for the issuance of a request for qualifications for artist.

3. Cancellation of Second Meeting in July

Summary: The City Council typically cancels the 2nd meeting in July.



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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 07/11/2014
Deborah Ryan, MPCC
City Clerk



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Report
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Minutes Dated June 23, 2014



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, June 23, 2014
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, June 23, 2014 at 7:30 pm.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mayor Glantz

Ms. Kramer	Council Member Ward I
Mr. Kreuter	Council Member Ward I
Mrs. Lawrence	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Mr. Saunders	Council Member Ward IV

Absent: Council Member Wang (Ward II)

COMMENTS FROM THE GENERAL PUBLIC

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

Dr. Friedmann resident of 7 Spoede Woods read and presented a proposed ordinance for the record requiring address numbering for every business in the city to be visible from the street. (Exhibit A)

Jeanne Rhoades resident of 12778 Mason Manor requested that Creve Coeur develop an Architectural Review Board. Many neighboring municipalities currently have this type of committee and it has alleviated many issues with proposed development.

ACCEPTANCE OF AGENDA

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

Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye

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Council Member Lawrence – Aye
Council Member Kramer – Aye

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

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

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

a. Council minutes dated June 9, 2014

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

Council Member Kramer- Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye

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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated June 17, 2014 in the amount of \$150,472.54 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5482 - An Ordinance Amending The Official Zoning Map Of The City Of Creve Coeur To Rezone 8.49 Acres Of Land From "A" Single-Family Residential District To "B" Single-Family Residential District And Authorizing A Residential Designed Development (RDD) With Accompanying Preliminary Subdivision Plat And Site Development Plan For The Proposed Creekside On Mason Subdivision, For The Property Currently Addressed As 853 North Mason Road. Final Reading and Passage**



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City Clerk read Bill No. 5482 for the final time.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Bill No. 5482.

Carl Lumley stated a current version of the Bill has been placed on the dais and asked for a motion to amend. The document in the packet includes several whereas clauses that update for the referral back to P & Z and the second consideration of P & Z and their vote. It updates the date of the most current plans so that will be the actual Bill pending for discussion.

Council Member Kreuter moved, seconded by Council Member Lawrence to amend Bill No. 5482 as outlined by the City Attorney, with the vote upon such motion as follows, to-wit:

Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye

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

George Stock made a presentation regarding this application and outlining the recent changes.

Council Member D'Alfonso asked Mr. Stock if this was the same presentation Planning and Zoning received last Monday at their meeting.

George Stock stated no, there is more information with this presentation and better details on the trail system.

Council Member Lawrence stated if there aren't 12 homes, then there won't be enough funding to maintain the common grounds.

George Stock stated correct.

Paul Langdon stated he was available to answer any questions the Council may have.

Council Member Hoffman asked Mr. Stock for clarification on the trail.

George Stock stated they are open to work with city staff as to the appropriate placement for the trail. If the trail goes to the north today, it is to nowhere until the Deuver tract of property is developed.

Council Member Hoffman asked if there was a reason the trail couldn't go north and south.

George Stock stated it absolutely could, if the city feels it is appropriate then it will be built that way.



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Jeanne Rhoades resident of 12778 Mason Manor read and presented a statement for the record.
(Exhibit B)

Council Member Lawrence stated the project that was most like this one that came before the Council was the Villas at Mosley which was 10 homes on 4.5 acres, which was supported by Council Member Rhoades and asked how this project is different from that one.

Jeanne Rhoades stated she would have to have the details of that project in front of her and doesn't have the full recollection of the project.

Council Member Lawrence stated it was 4.5 acres, zoned B and with the RDD the builder put 10 homes with 19 percent open space and 47 percent hard surfaces.

Jeanne Rhoades stated she does not recall the specifics of that project but does recall that it is very close to Olive Blvd and immediately adjacent to an institutional use.

Vivian Swain resident of 128 Bellerive Estates Drive read and presented a statement for the record.
(Exhibit C)

Patrick Boyle representing Virginia Dittmer and Rich Heart whom are the property owners of 853 N. Mason and the property has been in their family for over 60 years and they have a contract with Pulte Construction for the proposal that is before Council. The proposal for rezoning is in accordance with the city's Comprehensive Plan and is supported by the city's Community Development Director, Mr. Langdon. The harm to the applicant by not changing the zoning outweighs any public benefit by keeping the current zoning. The proposal is the highest and best use of the property.

John Becker resident of 686 Bellerive Estate read and presented a statement for the record. (Exhibit D)

Steven Kling of Jenkins and Kling located at 150 N. Meramec said he was involved and represented many residents in Ward 4 when the Comprehensive Plan was being written. The Planning and Zoning Commission, the keep of the plan, voted resoundingly against this project the first time it was submitted to them. Council sent it back and they voted against again so this should be a really easy decision tonight. The new plan for 12 homes does not comply with the Comprehensive Plan. The Plan expressly states half acre or greater sized lots. The Comp Plan was subject of a lot of money, considerable professional planners and citizen involvement. There were careful and comprehensive studies made of that plan and shouldn't be ignored without new studies. To do so is essentially ad hoc zoning. There is no public benefit to this request. Mr. Kling submitted protest petitions for the record.
(Exhibit E)

Council Member D'Alfonso stated since the Comp Plan does talk about this specifically, if it is to remain Zoned A, and asked does that still meet the Plan's idea of what should happen with this area.



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Steve Kling stated A, ARDD and there are probably a couple different possibilities.

Mayor Glantz asked the City Attorney asked what the protest petitions compel the City Council to do.

Carl Lumley stated the city's approach to protest petitions, especially submitted at the last minute, is the Council proceeds with the vote. The petitions will need to be researched and verified by title search and if they are endorsed properly and staff would have to analyze. If the petitions are in fact the required 30 percent, it would require six affirmative votes of the Council to rezone the property. Typically we aren't in a position to validate petitions on the fly.

Steve Miller stated he is in support of the development but doesn't support the density and development in the floodplain.

Raymond Botz resident of 12766 Mason Manor stated this application has been before P & Z twice and both times it was voted down and the surrounding property owners are against it.

Cheryl Thomas resident of 12789 Mason Manor stated the storm water maintenance issue is going to be necessary in the proposed development because of the impervious surface that is going to be constructed at that location. The proposed common ground is not a benefit and the current property is a natural resource as is. HOA does not guarantee maintenance of the properties but will only be as good as the volunteers and residents. Surrounding property owners are against this proposal as it will be a detriment to the area.

Abby Shotter from Jenkins and Kling submitted a drawing for the record showing eight lots under an A-RDD setting. (Exhibit F)

Tony Mites resident of 626 Bellerive Estates Drive requested that Council vote against this zoning change. This is a good development but just on a bad lot.

Mel Klearman stated he has concerns with the future of the HOA with the upkeep of the common ground and storm water retention.

Council Member Kent made a presentation regarding this application and submitted for the record. (Exhibit G)

Council Member Kramer asked Paul Langdon to briefly address/repeat the statement from Planning and Zoning and clarify their thought process on the positive vote on the site plan and no vote on the rezoning.

Paul Langdon stated the issue with the width of the site and entry from Mason is narrow. If you try to put homes on both sides of the street it will divide the site in half. If you are trying to keep the houses out of the floodplain, then the area is narrowed even more. If you are trying to keep homes on one acre lots then the lots become wide running from east to west and narrow running north to south. This becomes important when laying out the subdivision because you need access to all of the lots. As a



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matter of reasonable expectation it would be difficult for any builder to make four or five lot subdivision work on this property if they are going to build on both sides of the street. If they don't build on both sides of the street then we are back to a single loaded street and it is not what we normally see in most cities. Paul Langdon stated the RDD process is a doubling up of a normal subdivision process, where we are looking at the layout of the lots but then looking at a special ordinance that sets out what the unique characteristics are for the subdivision. You have the RDD review which is basically the zoning review and then you have the more typical review of the subdivision itself. When P & Z looked at the rezoning they couldn't find enough evidence to justify the rezoning based on the guidance of the zoning code, but had no issues with the layout and design of the subdivision.

Council Member D'Alfonso asked if there could be an escrow for the trail to construct at a later date.

Paul Langdon stated it is difficult to stall improvements and it is much easier to construct while the development is being built.

Mayor Glantz called the question to approve Bill No. 5482 as amended, with the vote upon such motion as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Nay
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye

The vote on the motion being 6 ayes and 1 nay, motion carried. Bill No. 5482 becomes Ordinance No. 5376.

3. Bill No. 5497 - An Ordinance Regarding Indemnification And Insurance For Elected And Appointed Officials, Officers, Employees, And Agents Of The City. Final Reading and Passage

City Clerk read Bill No. 5497 for the final time.

Council Member Hoffman moved, seconded by Council Member Lawrence to approve Bill No. 5497, with the vote upon such motion as follows, to-wit:

Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye



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Council Member Kramer – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5497 becomes Ordinance No. 5377.

4. Bill No. 5498 - An Ordinance Amending The Adopted 2013-2014 General, Municipal Enterprise, Capital, Retirement And Sewer Lateral Funds Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading and Passage

City Clerk read Bill No. 5498 for the final time.

Council Member Hoffman moved, seconded by Council Member Lawrence to approve Bill No. 5498, with the vote upon such motion as follows, to-wit:

Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5498 becomes Ordinance No. 5378.

5. Bill No. 5499 - An Ordinance Adopting The Annual Budget Of The City Of Creve Coeur For The Fiscal Year 2015 Commencing July 1, 2014 And Appropriating Funds Pursuant Thereto. Final Reading and Passage

City Clerk read Bill No. 5499 for the first time.

Council Member Lawrence moved, seconded by Council Member Hoffman to approve Bill No. 5499, with the vote upon such motion as follows, to-wit:

Council Member D'Alfonso – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye

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The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5499 becomes Ordinance No. 5379.

NEW BUSINESS

6. Bill No. 5500 - An Ordinance Authorizing The Sale Of Fountain Park At 11915 Olive Boulevard And Additional Parcel North Of And Adjacent To W. Rue De La Banque Street. First Reading

City Clerk read Bill No. 5500 for the first time.

Mark Perkins stated staff has been evaluating the use of this particular piece of park land. It is less than one acre in size and really has limited uses given its proximity to the very busy interchange of Olive and Hwy 270, limited parking and at the same time has a lot of development potential given its location other than a park. The property owner that is adjacent, which owns the Creve Coeur Shopping Center, immediately to the north is Drury Development Company. They have expressed interest in the property and have been in negotiations with them for some time. The results of that are the sale contract before the City Council tonight. The sales contract provides a variety of stipulations and essentially provides a period of time by which the developer has the option to purchase the property. There are restrictions as part of the contract relative to the uses and it lays out a time frame for which the contract can be exercised by the purchaser.

Council Member Lawrence asked if the funds from the sale of the property can be earmarked for parks use at a later date.

Mayor Glantz stated this item isn't going to be voted on tonight and suggested Council work with the City Administrator and Attorney for language.

7. Bill No. 5501 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Amending Chapters 405 And 515 Of The Code Of Ordinances To Address Changes In State Law Regarding Wireless Communications Facilities And Support Structures. First Reading.

City Clerk read Bill No. 5501 for the first time.

Carl Lumley stated the staff report incorporates an outline of the changes that impact the City of Creve Coeur in regard to making sure that certain new time constraints are met in the course of ordinary processing. Most of the factors excluded from consideration are not components of our zoning. The fee limitations don't apply because the city doesn't charge that much for these types of applications. The red lined changes are fairly minimal. Originally required removal of unused devices, which doesn't happen very often anyways. The only change in the statute is that we can't make that a condition of approval, but can still require removal.

Council Member Lawrence asked what happen if a property/tower was abandoned and can the city ask for escrow to remove a tower if that happens.



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Carl Lumley stated we don't have current provisions requiring an escrow. The city would still have adequate remedies as there would still be a property owner.

8. Bill No. 5502 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Municipal Housing And Community Development Cooperation Agreement With St. Louis County Related To The Community Development Block Grant Program For Fiscal Years 2015-2017. First Reading

City Clerk read Bill No. 5502 for the first time.

Carl Lumley stated there is a technical correction, the document in the packet states, "now therefore be it resolved by the Council" an on the dais there is a revised version on the dais, "now therefore be it ordained by the Council".

Council Member Hoffman moved, seconded by Council Member Kramer to amend Bill No. 5502 as outlined by the City Attorney, with the vote upon such motion as follows, to-wit:

Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye

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

9. Resolution No. 1113 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With M & H Concrete Contractors, Inc. For Concrete Roadway And Sidewalk Repairs Related To The Street Repair Program For The 2015 Fiscal Year For \$516,405.00.

City Clerk read Resolution No. 1113.

Council Member Hoffman moved, seconded by Council Member Kent to approve Resolution No. 1113, with the vote upon such motion as follows, to-wit:

Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye

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Council Member Lawrence – Aye
Council Member Kramer – Aye

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

10. Resolution No. 1114 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Ford Asphalt Company, Inc., For Asphalt Pavement Resurfacing Related To The Street Repair Program For The 2015 Fiscal Year For \$262,444.30.

City Clerk read Resolution No. 1114.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Resolution No. 1114, with the vote upon such motion as follows, to-wit:

Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

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

11. Resolution No. 1115 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of The Necessary Documents For Submitting The Project Proposal Application And Later For Executing An Agreement For A Grant-In-Aid From The Federal Transportation Alternatives Program (TAP) Grant Commission As A TAP Application For The Emerson Road Sidewalk Improvement Project.

City Clerk read Resolution No. 1115.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Resolution No. 1115.

Jim Heines stated this is a new TAP for an old STP project.

Mark Perkins stated our project did not receive the support from MoDOT because there was a policy change to not support any additions to the roadway system due to current funding. Staff expects to be able to go back and review the road project as part of the surface transportation project in the next year or two. Staff also looked at Lindbergh Blvd as a candidate for this grant round and as staff explains that the Lindbergh Project does not have enough transportation elements. Staff will continue to look for opportunities for Lindbergh.



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Council Member Lawrence thanked staff for this grant and the residents of Emerald Green are thankful to get sidewalks.

Mayor Glantz called the question to approve Resolution No. 1115, with the vote upon such motion as follows, to-wit:

Council Member Kramer- Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D’Alfonso – Aye
Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye

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

12. Resolution No. 1116 - A Resolution Authorizing The Purchase of Insurance Coverages for the year beginning July 1, 2014.

City Clerk read Resolution No. 1116.

Council Member Hoffman moved, seconded by Council Member Lawrence to approve Resolution No. 1116, with the vote upon such motion as follows, to-wit:

Council Member Saunders – Aye
Council Member Kent – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D’Alfonso – Aye

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

APPOINTMENTS

13. Appointment to Planning and Zoning Commission

Mayor Glantz stated the Nominating Committee met on June 16, 2014 and recommends the appointment of Beth Kistner to the Planning and Zoning Commission for a three year term which expires June 30, 2017.

Council Member Kreuter moved, seconded by Council Member Hoffman to accept the recommendation to appoint Beth Kistner to the P & Z Commission for a three year term which expires June 30, 2017, with the vote upon such motion being as follows, to-wit:



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Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D’Alfonso – Aye
Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

14. Council Liaison Assignments

Mayor Glantz stated the Council Liaison assignments for the next fiscal year are as follows:

Arts Commission – AJ Wang
Building Board Code of Appeals – No Council Liaison
Board of Adjustment – No Council Liaison
Climate Action Task Force – Charlotte D’Alfonso
EDC – Scott Saunders
Employee Pension Board – Ellen Lawrence
Finance Committee – Cynthia Kramer
HEB – Dave Kreuter
Historic Preservation – Bob Hoffman
Parks – Robert Kent
Personnel – No Council Liaison
Planning and Zoning – No Council Liaison
Police/Safety – Robert Hoffman
Storm Water – Robert Kent

15. Statewide Transportation Sales Tax Ballot Measure

Mayor Glantz stated he forwarded to Council the Municipal Leagues discussion of this particular item. Mayor Glantz stated he wanted to see if the Council would like to take a position on this issue as it will affect the city.

Council Member Kent suggested taking a position of opposition.

Council Member Hoffman agreed and stated this is a regressive tax that hurts the poor, Missouri has the lowest highway taxes across the country and the people that use the highways need to pay for the highways and not the people that buy items and pay for them with their sales tax.

Council Member Lawrence stated she agrees.



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Council Member Hoffman moved, seconded by Council Member Lawrence to direct staff to draft a resolution in opposition of the proposed statewide Transportation Sale Tax, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member D’Alfonso – Aye
Council Member Kreuter – Aye
Council Member Kent – Aye
Council Member Saunders – Aye

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

BUSINESS FROM CITY ADMINISTRATOR

Council Member Hoffman moved, seconded by Council Member Kent to adjourn at 10:10 p.m., with the vote upon such motion begin as follows, to-wit:

Council Member Kent – Aye
Council Member Kreuter – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D’Alfonso - Aye

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Parks and Recreation Department
Category: Purchase
Prepared By: Kirsten Barnes
Department Head: Kirsten Barnes

SCHEDULED

RESOLUTION (ID # 1010)

**Resolution No. 1120 - Authorizing the City Administrator of
the City of Creve Coeur to Enter into an Agreement with Erb
Turf Equipment for the Purchase of a John Deere Hybrid
Riding Greens Mower in the Amount of \$29,748.96**

A resolution authorizing the purchase of a new John Deere Hybrid Riding Greens Mower.

RESOLUTION NO. 1120**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR TO ENTER INTO AN AGREEMENT WITH ERB TURF EQUIPMENT FOR THE PURCHASE OF A JOHN DEERE HYBRID RIDING GREENS MOWER IN THE AMOUNT OF \$29,748.96**

WHEREAS, it has been determined that Erb Turf Equipment is the lowest and best bid for purchasing a new riding greens mower that will replace the current walk-behind mowers thus minimizing labor involved with mowing greens;

WHEREAS, an amount of \$30,000 has been approved for the purchase of a riding greens mower in the FY 2015 Annual Budget; and,

WHEREAS, Erb Turf Equipment submitted a bid in the amount of \$29,748.96 including a trade-in for the City-owned Year 2000 Toro GR1000 walk-behind greens mower and is recommended as the lowest and best bidder.

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

Section 1. The City Administrator is hereby authorized to execute on behalf of the City an agreement with Erb Turf Equipment for purchase of a John Deer Hybrid Riding Greens Mower at a price not to exceed \$29,748.96 Including the trade-in value of the Year 2000 Toro GR1000 walk-behind greens mower.

Adopted this 14th day of July, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Tracy Brothers
Department Head: Dan Smith

SCHEDULED

STAFF REPORT

Bills Payable Listing 07-15-14

A report of bills payable dated July 15, 2014 in the amount of \$364,783.70 has been provided for Council review. No vote is required.



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

DATE: July 15, 2014

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated July 15, 2014 in the amount of \$456,889.77.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02238		062614	26-Jun-14	BROWN, SCOTT	SEWERL LATERAL REIMB	02-00-00-1901	1,983.20
02218		061714	17-Jun-14	CARUS HOSPICE SERVICES, LLC	OVERPAYMENT FO B.L.	01-00-00-4402	285.00
00364	P001924	IN	16-Jun-14	GULF STATES DISTRIBUTORS	2000 ROUNDS NS-AMMO2 HORNADY	01-00-00-2712	1,390.00
01323		041556600	20-Jun-14	INDOX SERVICES	BLUE PRINT COPIES	01-00-00-4722	176.43
00217		958268647	10-Mar-14	NIKE USA INC	SPECIAL ORDER ORTBALS	06-00-00-1622	113.73
02219		061714	17-Jun-14	OLIVE STREET CAFE, LLC	REFUND OF OVERPAYMENT B.L.	01-00-00-4402	45.00
00065		061814	18-Jun-14	REZ, AHMAD O	SEWER LATERAL REIMB.	02-00-00-1901	3,160.00
00116		835	26-Jun-14	SAM'S CLUB	PRISONER MEALS	01-00-00-2410	80.32
00092		60304	10-Jun-14	ST LOUIS COUNTY	ST LOUIS CNTY HOUSING FEES	01-00-00-2410	630.00
02237		061814	18-Jun-14	VEZEAU, JAMES	SEWER LATERAL REIMB.	02-00-00-1901	4,914.40
Sum of Invoices							12,778.08



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1673975	30-Jun-14	AMERICAN STAMP	C.KRAMER ENGRAVED SIGN	01-11-13-7304	17.29
00136		1836	26-Jun-14	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	CHAMBER GOLF TOURNAMENT	01-11-12-7315	400.00
00080		9747-119-5	23-Jun-14	DIERBERGS	FOOD FOR COUNCIL MEETING	01-11-12-6264	70.24
01720		062514	25-Jun-14	MARSHALL, SHERRY CCR	TRANSCRIBER FEES	01-11-13-6202	138.00
02239		17031	20-Jun-14	SDDSTL	DOCUMENT DESTRUCTION	01-11-13-6202	295.00
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-11-12-5243	41.55
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-11-13-5243	63.49

Sum of Invoices 1,025.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00136		E1639	17-Jun-14	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	06/14 CHAMBER LUNCHEON	01-12-11-6264	66.00
02172	P001902	16252	13-Jun-14	ETC INSTITUTE	DESIGN/ADMINISTER 400 PERSON,	01-12-11-6203	3,750.00
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-12-11-5243	319.25
00052		2-06	25-Jun-14	ST LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION	01-12-11-6262	39.90

Sum of Invoices 4,175.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	P001939	MS82645	26-Jun-14	CDW-G	QF2-00001 MICROSOFT SURFACE P	01-12-51-7331	979.99
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-12-51-5243	52.98

Sum of Invoices 1,032.97



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00655		01150352-0614	30-Jun-14	AICPA	ANNUAL DUES-D. SMITH	01-13-11-6262	235.00
00136		E1639	17-Jun-14	COEUR/OLIVETTE	06/14 CHAMBER LUNCHEON	01-13-11-6264	22.00
00016		061714	17-Jun-14	COLLECTOR OF REVENUE	SALES TAX REPORT 0614	01-13-11-6202	20.00
00045		713174437001	14-Jun-14	OFFICE DEPOT	COIN WRAPPERS	01-13-11-7304	15.99
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-13-11-5243	313.32
Sum of Invoices							606.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045		7136204051001	17-Jun-14	OFFICE DEPOT	KLEENEX	01-13-14-7304	9.95
00045		175392340001	04-Jun-14	OFFICE DEPOT	RECORD KEEPING FILES	01-13-14-7304	21.29
00045		715890638001	06-Jun-14	OFFICE DEPOT	STORAGE BOES FOR CLOSED FILES	01-13-14-7304	112.05
00166		037242	28-May-14	OFFICEMAX	MONITOR FLEX STAND	01-13-14-7304	292.04
00050		INV0035934	15-Jun-14	REJIS	JUNE SUBSCRIPTION FEES	01-13-14-6202	1,698.56
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-13-14-5243	208.73

Sum of Invoices 2,342.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00080		2828	17-Jun-14	DIERBERGS	ROAD-E-O WELLNESS EVENT	01-13-15-7317	352.60
00080		4637	18-Jun-14	DIERBERGS	ROAD-E-O WELLNESS EVENT	01-13-15-7317	144.25
00154		9000663383	18-Jun-14	SOLUTIONS	COPIER PAYMENT	01-13-15-6213	475.86
00045		713915093001	19-Jun-14	OFFICE DEPOT	STORAGE BOXES	01-13-15-7312	39.18
00045		1	17-Jun-14	OFFICE DEPOT	COPY PAPER	01-13-15-7312	21.91
00045		713174401001	13-Jun-14	OFFICE DEPOT	ONE DOZEN CHISEL MARKERS	01-13-15-7312	9.99
00166		779715	14-May-14	OFFICEMAX	TONER CARTRIDGE	01-13-15-7312	189.21
00076		26283159	27-Jun-14	PEPSI-COLA	SODA-EMPLOYEE LOUNCE	01-13-15-7304	270.71
00077		3986414	25-Jun-14	QUILL	TONER CARTRIDGE	01-13-15-7312	159.99
00340		1406	16-Jun-14	SLAIT	GENL, AUTO, POLICE LIAB.	01-13-15-6220	41,542.00
01169		3233536833	07-Jun-14	STAPLES ADVANTAGE	BADGE CLIPS, MEMORY CARD	01-13-15-7312	88.47
01169		3233536834	07-Jun-14	STAPLES ADVANTAGE	WRIST REST	01-13-15-7312	17.53
00447		557207	01-Jul-14	THE DANIEL & HENRY CO.	NETWORK INS RENEWAL	01-13-15-6220	1,768.00
00447		557509	02-Jul-14	THE DANIEL & HENRY CO.	PUB OFFICIALS LIABILITY RENEWA	01-13-15-6222	31,016.00
00447		557250	01-Jul-14	THE DANIEL & HENRY CO.	PROPERTY INS RENEWAL	01-13-15-6226	58,350.00
00075		3854	23-Jun-14	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	563.28
Sum of Invoices							135,008.98



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01920	P001863	1093	23-Jun-14	BIG RIVER RACE MANAGEMENT	(INCLUDED	01-14-11-6281	100.00
01920	P001863	1093	23-Jun-14	BIG RIVER RACE MANAGEMENT	OVER 35	01-14-11-6281	137.50
01920	P001863	1093	23-Jun-14	BIG RIVER RACE MANAGEMENT	ATHLETES	01-14-11-6281	1,600.00
01920	P001863	1093	23-Jun-14	BIG RIVER RACE MANAGEMENT	MAT	01-14-11-6281	162.50
00080		0219	13-Jun-14	DIERBERGS	FOOD FOR HISTORIC TOUR	01-14-11-7304	57.41
00116		5	06-Jun-14	SAM'S CLUB	SUPPLIES FOR 5K RUN	01-14-11-6281	89.55
01846	P001899	4791	04-Jun-14	SHIRT KONG	SHIRTS, 4	01-14-11-6281	2,958.00
01846	P001899	4791	04-Jun-14	SHIRT KONG	4 C	01-14-11-6281	147.00
00340		1406A	16-Jun-14	SLAIT	PREMIUM	01-14-11-5243	65.77
02231		DI100775	25-Jun-14	VILLAGE VOICE MEDIA HOLDINGS, INC.	ADVERTISEMENT	01-14-11-6260	311.50
02231		DI0100641	18-Jun-14	VILLAGE VOICE MEDIA HOLDINGS, INC.	ADVERTISEMENT	01-14-11-6260	311.50
Sum of Invoices							5,940.73



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-7572090	24-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES, UNIFORMS	06-14-31-7301	0.93
01550		452-7546754	17-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	06-14-31-7301	0.93
01550		452-7572090	24-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES, UNIFORMS	06-14-31-7308	3.88
01550		452-7546754	17-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	06-14-31-7308	3.88
00564		14-1718	09-Jun-14	BOB RAEKER PLUMBING CO.	BACKFLOW TESTS	06-14-31-6212	178.33
00564		14-1718-1	17-Jun-14	BOB RAEKER PLUMBING CO.	BACKFLOW REPAIRS	06-14-31-6212	515.66
02159		3030	24-Jun-14	CTM SOLUTIONS	PARTS FOR OLY	06-14-31-6211	102.04
00082		0535600	19-Jun-14	METROLIFT PROPANE	PROPANE FOR OLY	06-14-31-7307	183.24
00082		0865883	27-Jun-14	METROLIFT PROPANE	PROPANE FOR OLY	06-14-31-7307	113.06
00340		1406B	16-Jun-14	SLAIT	WORKERS COMP PREMIUM	06-14-31-5243	3,236.39

Sum of Invoices 4,338.34



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00511		107857	20-Jun-14	AGRO-LOGICS, LLC	FERTILIZER FOR GREENS	06-14-32-7303	350.00
00564		14-1718	09-Jun-14	BOB RAEKER PLUMBING CO.	BACKFLOW TESTS	06-14-32-6212	89.17
00066		000232835	05-Jun-14	FROESEL OIL	DIESEL FUEL	06-14-32-7307	821.94
01415		INV0011628	19-Jun-14	GREENSPRO, INC.	FUNGICIDE	06-14-32-7303	402.15
01415		INV0011566	13-Jun-14	GREENSPRO, INC.	FUNGICIDE	06-14-32-7303	402.15
00677		230197	17-Jun-14	HARTKE NURSERY	STRAW BALES	06-14-32-6212	45.00
00175		960904-00	04-Jun-14	MTI DISTRIBUTING, INC.	4500 ROLLER PARTS	06-14-32-6211	54.20
00970		1388-104609	23-Jun-14	O'REILLY AUTO PARTS	BATTERY FOR STUMP GRINDER	06-14-32-6211	49.89
00970		1388-103975	18-Jun-14	O'REILLY AUTO PARTS	JB WELD	06-14-32-6211	6.99
00116		53678182008	26-Jun-14	SAM'S CLUB	HYDRAULIC OIL, WASHER FLUID	06-14-32-6211	169.98
00340		1406B	16-Jun-14	SLAIT	WORKERS COMP PREMIUM	06-14-32-5243	837.19
00173		IN119634	10-Jun-14	SUPREME TURF PRODUCTS	HERBICIDE AND DYE	06-14-32-7303	540.00
00173		IN119604	09-Jun-14	SUPREME TURF PRODUCTS	FUNGICIDE	06-14-32-7303	680.00
00173		IN119706	11-Jun-14	SUPREME TURF PRODUCTS	SPRAYER ADJUVANT	06-14-32-7303	36.00
00173	P001930	IN119588	06-Jun-14	SUPREME TURF PRODUCTS	1 GALLON BRISKWAY FUNGICIDE FO	06-14-32-7303	1,290.00
Sum of Invoices							5,774.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01098		238130	04-Jun-14	ALL STAR PRO GOLF	PENCILS	06-14-33-7304	185.30
01550		7546754	17-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	06-14-33-7301	4.16
02186		6351539	18-Jun-14	POSTNET IL106	SCORE CARDS	06-14-33-7304	707.52
00340		1406B	16-Jun-14	SLAIT	WORKERS COMP PREMIUM	06-14-33-5243	74.90

Sum of Invoices 971.88



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-7572090	24-Jun-14	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES, UNIFORMS	06-14-34-7301	4.16
00084	P001843	3818275802	06-Jun-14	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	202.46
00084	P001843	3828345009	29-May-14	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	813.69
00084	P001843	3868136821	26-Jun-14	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	277.33
00084	P001843	3868136821	26-Jun-14	COCA-COLA	SODA FOR RESALE	06-14-34-8317	388.55
00084		3818275802-1	06-Jun-14	COCA-COLA	CUPS, MICS ITEMS	06-14-34-8321	124.14
00080		0525	18-Jun-14	DIERBERGS	COOLER CUPS	06-14-34-7304	8.37
01471		94028	12-Jun-14	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR ESALE	06-14-34-8319	166.95
00116		60218082010	23-Jun-14	SAM'S CLUB	SUPPLIES	06-14-34-7304	17.46
00116		60218082010	23-Jun-14	SAM'S CLUB	SUPPLIES	06-14-34-7304	32.51
00116		60218082010	23-Jun-14	SAM'S CLUB	SUPPLIES	06-14-34-8315	99.39
00116		60218082010	23-Jun-14	SAM'S CLUB	SUPPLIES	06-14-34-8317	13.68
00116		60218082010	23-Jun-14	SAM'S CLUB	SUPPLIES	06-14-34-8319	55.38
00340		1406B	16-Jun-14	SLAIT	WORKERS COMP PREMIUM	06-14-34-5243	6.39
00086		406120558	12-Jun-14	SYSCO FOOD	TOWELS	06-14-34-7301	29.98
00086		406120558	12-Jun-14	SYSCO FOOD	FOOD FOR RESALE	06-14-34-8315	506.73
00086		406120558	12-Jun-14	SYSCO FOOD	DRINKS FOR RESALE	06-14-34-8317	84.75
00086		406120558	12-Jun-14	SYSCO FOOD	SNACKS FOR RESALE	06-14-34-8319	79.92
00086		406120557	12-Jun-14	SYSCO FOOD	KNIVES, FORKS	06-14-34-8321	109.96
Sum of Invoices							3,021.80



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-7597692	30-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-16-11-7308	4.16
01550		452-7572029	24-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-16-11-7308	4.16
01550		452-7546753	17-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-16-11-7308	4.16
02056		407299012-215	01-Jul-14	CORVUS JANITORIAL SYSTEMS	JULY 14 CLEANING SERVICES	01-16-11-6212	2,207.00
00117		2119	20-May-14	HOME DEPOT	ELECTRIC RANGE-MULTI PURPOSE	01-16-11-6212	469.96
00117		3003	16-Jun-14	HOME DEPOT	PAINT SUPPLIES-P.D.	01-16-11-6212	71.53
00117		3008	25-Jun-14	HOME DEPOT	PAINT SUPPLIES-P.D.	01-16-11-6212	102.08
00164		042695	16-Jun-14	BUILDING CARE LTD.	RETURN	01-16-11-6212	-79.90
00164		042686	16-Jun-14	BUILDING CARE LTD.	HANDS FREE PAPER TOWEL ROLL	01-16-11-6212	169.00
00164		43019	30-Jun-14	BUILDING CARE LTD.	CLEANING SUPPLIES	01-16-11-7301	813.71
00164		042571A	02-Jul-14	BUILDING CARE LTD.	TRASH CANS-CITY HALL	01-16-11-6212	338.00
00116		000000 GHBTBE	14-May-14	SAM'S CLUB	KITCHEN SUPPLIES-CITY HALL	01-16-11-6212	211.19
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-16-11-5243	1,192.07
00087		50698	30-May-14	SYSTEMAIRE	REPAIR HEAT PUMP-GYM	01-16-11-6212	192.00
00836		1195200	10-Jun-14	ZUMWALT CORPORATION, INC	REPAIR SALLY PORT DOOR	01-16-11-6212	183.80

Sum of Invoices 5,882.92



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01068		130698	27-Jun-14	DNT	QTLY MAINTENANCE REC ROOM COPI	01-21-11-6213	189.20
00125		325612	19-Jun-14	LEON UNIFORM	(42) CCPD SILVER BADGES	01-21-11-7308	147.00
00050		INV0035936	15-Jun-14	REJIS	CISCO ASA 5505 MAINT	01-21-11-6202	20.77
00050		INV0035936	15-Jun-14	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050		INV0035936	15-Jun-14	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	P001698	INV0035936A	15-Jun-14	REJIS	REJIS USER CHARGES/FEEES JUN 1-	01-21-11-6202	4,030.39
00050	P001697	INV0035936C	15-Jun-14	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	399.00
00050	P001697	INV0035936C	15-Jun-14	REJIS	CHARTER ROUTER MAINT AND SUPPO	01-21-11-6202	456.00
00050		INV0035936	15-Jun-14	REJIS	GLOBAL MREACH-CAD MOBILE ACCES	01-21-11-6213	52.50
00050	P001699	INV0035936B	15-Jun-14	REJIS	(5)GLOBAL SOFTWARE-RMS	01-21-11-6213	1,102.50
01964		6045	07-Jul-14	ROBERT CRAIL PHOTOGRAPHY	CUSTOM PRINTS 4 NEW OFFICERS	01-21-11-7306	20.00
00852		071514	15-Jul-14	ROMAS, JON	JULY FBINAA MEETING FEES	01-21-11-6264	36.00
00116		835	26-Jun-14	SAM'S CLUB	LARGE VINYL SHOPPING BAGS	01-21-11-7302	10.44
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-21-11-5243	5,132.74
01048		9727090360	18-Jun-14	VERIZON WIRELESS	JULY AIRCARD FEES	01-21-11-6253	40.01
00470		070358	19-Jun-14	WILLIAMS, GLEN	BREAKFAST CALEA MOCK ASSESSMNT	01-21-11-6264	23.07
00091		223602	23-Jun-14	WIRELESS USA	REPAIR WALKIE TALKIE	01-21-11-6211	30.00

Sum of Invoices 11,760.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00265		0251604-IN	12-Jun-14	TARGETS, INC.	TRANSTAR TSR-II TARGETS	01-21-21-7313	176.69
01228		1432814-20140630	30-Jun-14	LEXISNEXIS	(4)PHONE SEARCHES/2 USER FEES	01-21-21-6202	172.00
00050		INV0035936	15-Jun-14	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-21-21-5243	6,112.88

Sum of Invoices 6,472.07



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007		379-634421	17-Jun-14	BATTERIES PLUS - 270	48 AA BATTERIES	01-21-22-7302	18.72
02119		211843	19-Jun-14	INC.	CAR 2416 3000 MILE SERVICE	01-21-22-6210	42.95
02119		211857	20-Jun-14	INC.	CAR 2415 REPLACE BLEND DR MOTO	01-21-22-6210	292.50
02119		212011	25-Jun-14	INC.	CAR 2407 3000 MILE SERVICE	01-21-22-6210	42.95
02119		212032	25-Jun-14	INC.	MOUNT & BALANCE TIRE	01-21-22-6210	12.50
02119		212214	01-Jul-14	INC.	CAR 2405 FIX A/C PROBLEM	01-21-22-6210	285.00
00234		410660	19-Jun-14	ED. ROEHR SAFETY PRODUCTS	(3) WALKIE TALKIE CASES	01-21-22-5107	126.93
00234	P001905	410651	19-Jun-14	ED. ROEHR SAFETY PRODUCTS	2 PG7000-1 PRO GARD SINGLE SEL	01-21-22-9503	472.00
00234	P001905	410651	19-Jun-14	ED. ROEHR SAFETY PRODUCTS	SHIPPING	01-21-22-9503	95.09
00234	P001905	410651	19-Jun-14	ED. ROEHR SAFETY PRODUCTS	10 PGG6300S PRO GARD SINGLE	01-21-22-9503	2,333.30
00234	P001856	410298	13-Jun-14	ED. ROEHR SAFETY PRODUCTS	4 ABAIL-SX01-2C MALE BODY ARM	01-21-22-9503	820.00
00096		145814	15-Jun-14	EVS	INSTALL VIDEO CAMERA IN 2417	01-21-22-6210	225.00
00096		145838	17-Jun-14	EVS	REPLACE RADAR ANTENNA CAR 2424	01-21-22-6210	25.00
00125	P001934	325254	17-Jun-14	LEON UNIFORM	1 UNIFORM ITEMS FOR PROBATIONA	01-21-22-5107	615.85
00125	P001934	323191	17-Jun-14	LEON UNIFORM	UNIFORM ITEMS FOR PROBATIONARY	01-21-22-5107	615.85
00125	P001934	325250	17-Jun-14	LEON UNIFORM	UNIFORM ITEMS FOR PROBATIONARY	01-21-22-5107	642.90
00125		326464	01-Jul-14	LEON UNIFORM	FLEXFIT NAVY CAP FOR TSO	01-21-22-7308	11.99
00346		INV-0062945	19-Jun-14	MEGGITT TRAINING SYSTEMS, INC.	INSTALLATION/SRVC FOR RANGE	01-21-22-7313	1,595.00
00608		87969	17-Jun-14	NORTHWEST TIRE & AUTO	BRACKET FOR TRAILER HITCH	01-21-22-6210	11.04
00970		1852-423658	26-Jun-14	O'REILLY AUTO PARTS	(2) PACKS 10 AMP MINI FUSES	01-21-22-6210	5.98
00050		INV0035935	15-Jun-14	REJIS	MCAFEES AV ANNUAL SUPPORT	01-21-22-6202	280.00
00050		INV0035936	15-Jun-14	REJIS	14 VERIZON DATA LINES	01-21-22-6253	686.00
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-21-22-5243	38,175.81
00611	P001932	2769	23-Jun-14	THE HOOSIER COMPANY	SHIPPING	01-21-22-9503	38.00
00611	P001932	2769	23-Jun-14	THE HOOSIER COMPANY	2 MH CORBIN NC 300 TUBELESS	01-21-22-9503	3,108.00
00611	P001932	2769	23-Jun-14	THE HOOSIER COMPANY	1 HIGHWAY DATA SOFTWARE FULL	01-21-22-9503	1,320.00
00611	P001932	2769	23-Jun-14	THE HOOSIER COMPANY	1 INTERFACE CABLE	01-21-22-9503	198.00
00611	P001932	2769	23-Jun-14	THE HOOSIER COMPANY	1 TAPECOAT SECURING TAPE AND	01-21-22-9503	242.00
01685		210055983	12-Jun-14	THE READY STORE	GAS SHUTOFF WRENCHES FOR CERT	01-21-22-7314	259.60

Sum of Invoices 52,597.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00136		E1639	17-Jun-14	CREVE COEUR/OLIVETTE	06/14 CHAMBER LUNCHEON	01-31-11-6264	22.00
02169	P001900	356983	23-Jun-14	INC.	KIP 7170 SCANNER-COPIER WITH	01-31-11-9504	15,260.00
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-31-11-5243	3,425.48
01048		9726928109	13-Jun-14	VERIZON WIRELESS	AIR CARD CHARGE	01-31-11-6253	40.01

Sum of Invoices 18,747.49



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-7546750	17-Jun-14	ARAMARK UNIFORM SERVICES	GARAGE SUPPLIES W/O 6/16/14	01-31-41-6212	8.43
01550		452-7572086	24-Jun-14	ARAMARK UNIFORM SERVICES	SUPPLIES W/O 6/23/14	01-31-41-6212	8.43
01550		452-7597689	01-Jul-14	ARAMARK UNIFORM SERVICES	SUPPLIES	01-31-41-6212	8.43
01550		452-7546750	17-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-31-41-7308	44.47
01550		452-7572086	24-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-31-41-7308	44.46
01550		452-7597689	01-Jul-14	ARAMARK UNIFORM SERVICES	UNIFORMS	01-31-41-7308	66.66
00010		264588	11-Jun-14	BRANNEKY HARDWARE	LIGHTS OVER GAS CANOPY	01-31-41-6212	27.96
00010		265245	13-Jun-14	BRANNEKY HARDWARE	PAINT FOR PARKING LOT	01-31-41-6212	65.89
00010		265245	13-Jun-14	BRANNEKY HARDWARE	SUPPLIES FOR SHOP	01-31-41-7302	42.32
00010		264539	11-Jun-14	BRANNEKY HARDWARE	GENERAL SUPPLIES-SHOP	01-31-41-7304	29.55
00010		266609	18-Jun-14	BRANNEKY HARDWARE	CLEANING ITEMS FOR SHOP	01-31-41-7304	6.47
01448		717654	18-Jun-14	BUILDINGSTARS	SHOP CLEANING CHARGES	01-31-41-7301	574.00
00013		1763-223966	25-Mar-14	CARQUEST AUTO PARTS	WINTER DIESEL TREATMENT	01-31-41-6210	131.70
00013		1522271	18-Apr-14	CARQUEST AUTO PARTS	CREDIT MEMO	01-31-41-6210	-51.24
00013		1763-227893	23-Jun-14	CARQUEST AUTO PARTS	OIL FILTERS-SHOP STOCK	01-31-41-6210	11.56
00013		1763-225468	28-Apr-14	CARQUEST AUTO PARTS	CREDIT	01-31-41-6210	-158.00
00013		1763-227613	17-Jun-14	CARQUEST AUTO PARTS	OIL FILTERS	01-31-41-6210	11.14
00013		1763-227357	11-Jun-14	CARQUEST AUTO PARTS	HEADLIGHT BULBS	01-31-41-6210	15.94
00013		1476386	16-Mar-14	CARQUEST AUTO PARTS	WIPE BLADES	01-31-41-6210	18.18
00013		1763-228012	24-Jun-14	CARQUEST AUTO PARTS	WINDSHIELD WASHER	01-31-41-6210	10.98
00013		1763-227454	12-Jun-14	CARQUEST AUTO PARTS	THERMOSTAT-CHEVY TRUCK	01-31-41-6210	9.27
00013		1763-227780	20-Jun-14	CARQUEST AUTO PARTS	OIL FILTERS FOR VEHICLES	01-31-41-6210	9.52
00013		1763-228319	01-Jul-14	CARQUEST AUTO PARTS	FILTER CLEANER FOR SHOP	01-31-41-6210	5.51
00013		1763-228307	01-Jul-14	CARQUEST AUTO PARTS	TUNE UP ITEMS	01-31-41-6210	79.46
00013		1763-228377	02-Jul-14	CARQUEST AUTO PARTS	VEHICEL TOOL FOR SHOP	01-31-41-6210	7.54
00013		1763-227622	17-Jun-14	CARQUEST AUTO PARTS	FUEL LINE FOR ROLLER	01-31-41-6211	2.64
00013		1763-227613	17-Jun-14	CARQUEST AUTO PARTS	PRESSURE GAUGES	01-31-41-6212	11.13
00049		0000036886	25-Jun-14	EMPLOYEE STAFFING GROUP	TEMP HELP W/O 061614	01-31-41-6207	2,251.92
00049		0000036859	17-Jun-14	EMPLOYEE STAFFING GROUP	TEMP HELP WW/O 6/9/14	01-31-41-6207	2,440.32
00049		000036910	01-Jul-14	EMPLOYEE STAFFING GROUP	TEMP HELPT W/O 6/30/14	01-31-41-6207	1,840.24
00023		399733	19-Jun-14	FRED WEBER	ASPHALT MATERIALS TEALWOOD	01-31-41-7305	240.00
00023		399675	17-Jun-14	FRED WEBER	ROCKS FRO SHOP	01-31-41-7305	345.55
00023		397973	12-Jun-14	FRED WEBER	ASPHALT MATERIAL-EXECUTIVE PKY	01-31-41-7305	360.00
00128		S3386954.001	12-Jun-14	FROST ELECTRIC	LIGHTS FOR GAS CANOPY	01-31-41-6212	75.38
00128		S3386954.001	12-Jun-14	FROST ELECTRIC	REFERENCE BOOK	01-31-41-6261	15.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00128	P001912	S3361449.003	17-Jun-14	FROST ELECTRIC	22 RETROFIT LIGHTS FOR BALLARD	01-31-41-9503	4,070.00
00117		3003000194035	01-Jul-14	HOME DEPOT	CONCRETE MIX CURB REPAIRS	01-31-41-7305	239.04
00789		457800	16-Jun-14	K&K SUPPLY	LATEX LINED GLOVES	01-31-41-7308	35.64
00156		60382	11-Jun-14	L & C TRUCK REPAIR, INC.	BELT FOR TRUCK 204	01-31-41-6210	101.61
00042		124283	24-Jun-14	MPR SUPPLY	IRRIGATION CONTROLLER BALLAS	01-31-41-6211	129.52
00042		123935	19-Jun-14	MPR SUPPLY	IRRIGATION REPAIR ITEM	01-31-41-6211	124.98
00042		1142921	01-Jul-14	MPR SUPPLY	IRRIGATION PARTS BALLAS RD	01-31-41-6211	97.48
00042		1124941	01-Jul-14	MPR SUPPLY	IRRIGATION PARTS BALLAS RD	01-31-41-6211	40.62
00411		105034	18-Jun-14	N.B. WEST CONTRACTING CO.	STREET REPAIR MATERIAL	01-31-41-7305	200.55
01962		3362	23-May-14	PAINTING TECHNOLOGIES	PAINT DECORATIVE POST AND BARR	01-31-41-9501	9,975.00
00110	P001916	318445	17-Jun-14	RICMAR INDUSTRIES	WEED KILLER	01-31-41-7301	248.18
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-31-41-5243	14,234.46
00092		60673	18-Jun-14	ST LOUIS COUNTY	TRAFFIC SIGNAL MAINT	01-31-41-6251	4,408.93
00692		535204	16-Jun-14	ST LOUIS SAFETY, INC.	SAFETY SUPPLIES-SHOP	01-31-41-7308	46.38
00492		158887	23-Jun-14	NURSERY INC	PLANT REPLACEMENTS-OLIVE	01-31-41-6212	252.50
00311		1703484	13-Jun-14	WEBER CHEVROLET	THERMOSTATE & HOUSING #203	01-31-41-6210	44.25
Sum of Invoices							42,860.13



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	P001702	0346-016361113	15-Jun-14	REPUBLIC SERVICES	YEARLY TRASH SERVICE FOR	01-31-42-6214	83,382.20
00105	P001702	0346-016361113	15-Jun-14	REPUBLIC SERVICES	YEARLY RECYCLING SERVICE FOR	01-31-42-6217	24,146.20

Sum of Invoices 107,528.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-31-43-5243	2,083.15
00049		000036910	01-Jul-14	EMPLOYEE STAFFING GROUP	TEMP HELP W/O 6/30/14	01-31-43-6207	600.08
00013		1763-228319	01-Jul-14	CARQUEST AUTO PARTS	FILTER CLEANER FOR SHOP	01-31-43-6210	1.84
00013		1763-228307	01-Jul-14	CARQUEST AUTO PARTS	TUNE UP ITEMS	01-31-43-6210	26.49
00013		1763-228377	02-Jul-14	CARQUEST AUTO PARTS	VEHICLE TOOL FOR SHOP	01-31-43-6210	2.52
00013		1763-227797	20-Jun-14	CARQUEST AUTO PARTS	EMERGENCY FLASHER	01-31-43-6211	2.44
00013		1763-227815	20-Jun-14	CARQUEST AUTO PARTS	HEADLIGHTS FOR TRACTOR	01-31-43-6211	16.22
00013		1763-228154	27-Jun-14	CARQUEST AUTO PARTS	OIL FILTER KUBOTA TRACTOR	01-31-43-6211	2.92
00127	P001935	1122841	16-Jun-14	ERB EQUIPMENT COMPANY	JD5200 TRACTOR-REMOVE, RESEAL	01-31-43-6211	644.17
00127		178895	28-Jun-14	ERB EQUIPMENT COMPANY	STEERING CYLINDER REPAIR TRACT	01-31-43-6211	695.40
01394		6922	23-Jun-14	WATERWORKS INTERNATIONAL	SPLASH PAD SENSORS	01-31-43-6212	522.15
00509		437092	17-Jun-14	INC.	STORM WATER GRATE BASIN	01-31-43-6212	554.00
01286	P001904	14-14181	13-Jun-14	MID AMERICA ELECTRIC, INC.	REPAIR PUMP AND INSTALL FOR	01-31-43-6212	1,935.00
00455		11322	11-Jun-14	CHECKER BAG COMPANY	TRASH BAGS FOR PARKS	01-31-43-6212	329.00
00010		269385	27-Jun-14	BRANNEKY HARDWARE	KEYS MILLENNIUM PARK	01-31-43-6212	4.47
00117		30030000178608	18-Jun-14	HOME DEPOT	HANDRAIL ITEMS-TAPPMAYER HOUSE	01-31-43-6212	30.70
00558		C587691	25-Jun-14	HD SUPPLY-WATERWORKS	DRAIN ISSUE-MILLENNIUM PARK	01-31-43-6212	565.60
02009		130184	30-Jun-14	LANDVATTER READY MIX, INC.	MATERIAL WATER INLET-MILL.	01-31-43-6212	318.34
01448		717654	18-Jun-14	BUILDINGSTARS	SHOPE CLEANING CHARGES	01-31-43-7301	574.00
00109		453852	23-Jun-14	WESTPORT POOLS	SPLASH PAD CLEANERS	01-31-43-7301	143.57
00109		453703	17-Jun-14	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	50.78
00109		453846	20-Jun-14	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	63.00
00109		453796	18-Jun-14	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	63.00
00109		453639	12-Jun-14	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	88.56
00173		IN120378	01-Jul-14	SUPREME TURF PRODUCTS	BLUE DYE CHEMICAL CONWAY LAKE	01-31-43-7301	305.00
00173	P001860	IN119813	16-Jun-14	SUPREME TURF PRODUCTS	FERTILIZER, GRASS SEED, CHEMIC	01-31-43-7303	115.00
00173	P001860	IN119813	16-Jun-14	SUPREME TURF PRODUCTS	FERTILIZER, GRASS SEED, CHEMIC	01-31-43-7303	2,135.00
00173		IN119812	16-Jun-14	SUPREME TURF PRODUCTS	WEED KILLER FOR ROW	01-31-43-7303	305.00
00173		IN120390	02-Jul-14	SUPREME TURF PRODUCTS	WEED KILLER FOR ROW'S	01-31-43-7303	670.00
00789		457800	16-Jun-14	K&K SUPPLY	LATEX LINED GLOVES	01-31-43-7308	35.64
00692		535204	16-Jun-14	ST LOUIS SAFETY, INC.	SAFETY SUPPLIES-SHOP	01-31-43-7308	46.37
01550		452-7546750	17-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-31-43-7308	44.46
01550		452-7572086	24-Jun-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL	01-31-43-7308	44.45
00692		535203	16-Jun-14	ST LOUIS SAFETY, INC.	SAFETY SHIRT-NEW EMPLOYEE	01-31-43-7308	39.75
01550		452-7597689	01-Jul-14	ARAMARK UNIFORM SERVICES	UNIFORMS	01-31-43-7308	22.25



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

01582	P001896	MO-14008	23-Jun-14	CHILDREN'S SPECIALTIES, INC.	PARKS FURNITURE PLUS SHIPPING	01-31-43-9503	20.00
01582	P001896	MO-14008	23-Jun-14	CHILDREN'S SPECIALTIES, INC.	PARKS FURNITURE PLUS SHIPPING	01-31-43-9503	7,457.00

Sum of Invoices 20,557.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00136		E1639	17-Jun-14	COEUR/OLIVETTE	06/14 CHAMBER LUNCHEON	01-32-11-6264	22.00
00213		061814-1	18-Jun-14	MCLAUGHLIN COURT REPORTING SERVICES, INC	PUBLIC HEARING 06/16/14	01-32-11-6202	153.00
00213		061714-1	17-Jun-14	MCLAUGHLIN COURT REPORTING SERVICES, INC	TRANSCRIPTS FOR NON P.H.	01-32-11-6202	296.00
00213		062714-1	27-Jun-14	MCLAUGHLIN COURT REPORTING SERVICES, INC	MTG MINUTES 051914	01-32-11-6202	259.00
00213		062714-2	27-Jun-14	MCLAUGHLIN COURT REPORTING SERVICES, INC	MTG MINUTE 06/16/14	01-32-11-6202	48.00
00303		10556280	27-May-14	MISSOURI LAWYERS MEDIA	GOV. HEARING & MINUTES	01-32-11-6260	37.12
00116		52268182006	25-Jun-14	SAM'S CLUB	CHAIR FOR G. SEIFRIED	01-32-11-9503	179.86
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-32-11-5243	283.17
Sum of Invoices							1,278.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00136		E1639	17-Jun-14	COMMERCE CREVE	06/14 CHAMBER LUNCHEON	01-32-61-6264	22.00
00112		196942	20-Jun-14	MPS	INSPECTION SHEETS	01-32-61-7304	191.54
00340		1406A	16-Jun-14	SLAIT	WORKERS COMP. PREMIUM	01-32-61-5243	8,457.28

Sum of Invoices 8,670.82



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/15/2014

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02182	P001918	18362A	41820	HASTINGS & CHIVETTA ARCHITECTS, INC.	DESIGN SERVICES FOR DIELMANN	02-61-71-9506-14307	2996
00303		10566734	41808	MISSOURI LAWYERS MEDIA	ADVERTISEMENT DIELMANN RENOV.	02-61-71-9506-14307	520.8

Sum of Invoices 3,516.80

Total of All Invoices 456,889.77



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Contract
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

ORDINANCE (ID # 1008)

Bill No. 5500 - an Ordinance Authorizing the Sale of Fountain Park at 11915 Olive Boulevard and Additional Parcel North of and Adjacent to W. Rue De La Banque Street. Final Reading and Passage

The proposed ordinance will authorize the sale of the Fountain Park property to Drury Development, LLC, pursuant to the terms and conditions provided in the sale contract.

BILL NO 5500

ORDINANCE NO _____

AN ORDINANCE AUTHORIZING THE SALE OF FOUNTAIN PARK AT 11915 OLIVE BOULEVARD AND ADDITIONAL PARCEL NORTH OF AND ADJACENT TO W. RUE DE LA BANQUE STREET.

WHEREAS, the City of Creve Coeur is the fee simple owner of a parcel of land known as Fountain Park, at 11915 Boulevard and an additional parcel north of and adjacent to W. Rue de la Banque Street; and

WHEREAS, Drury Development Corporation has offered to enter into an agreement with the City to purchase that property for the purpose of developing its adjacent land, a copy of which offer is attached hereto as **Exhibit A** and is made a part of this Ordinance as if fully set forth herein; and

WHEREAS, the City would have to expend significant funds to remove or rehabilitate the non-functioning fountain located on the property, and could make better use of such funds, and the additional parcel is not needed or usable; and

WHEREAS, on June 16, 2014, the Planning and Zoning Commission recommended approval of the sale of the property; and

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

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The City Council of the City of Creve Coeur hereby determines and declares that the city-owned property at 11915 Boulevard and an additional parcel north of and adjacent to W. Rue de la Banque Street as described in **Exhibit A**, is not necessary or appropriate for further public use, is hereby declared as surplus property, and is available for disposition.

SECTION 2: The agreement between Drury Development Corporation and the City of Creve Coeur regarding the purchase and sale of the property attached hereto as **Exhibit A** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit A** subject to final changes 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 3: The Council intends to use the sale proceeds for the purchase of land or construction of improvements in city parks or other public recreational spaces or facilities.

Accordingly, the Council directs the City Administrator to identify and present for Council consideration potential park and recreation uses for the sale proceeds during the first three fiscal years following closing that would not otherwise be achievable in the foreseeable future within normal budget constraints.

SECTION 4: This Ordinance shall become effective pursuant to the provisions of Section 3.11 of the Charter.

ADOPTED THIS _____ DAY OF _____, 2014

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2014

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



CITY OF CREVE COEUR

June 11, 2014

To: Planning & Zoning Commission

Re: Fountain Park – Sale Contract

The City is considering the sale of Fountain Park to Drury Development Company. Review of the disposition of park land by the Planning and Zoning Commission is required under Section 89.380 (see City Code section 400.030).

Background

Fountain Park is located at 11915 Olive Blvd., just east of Weber Chevrolet at Rue de la Banque West. The land was acquired by the city in 1979. The park includes a playground, constructed in the mid-1990s, and a fountain that is no longer functioning. As city-owned property, no zoning designation exists. There are 20 parking spaces located on the land.

The city has been considering alternative uses for the land over the last several years. At 0.94 acre, the parcel is quite small, so its potential to provide recreational amenities is limited.

The fountain, built around 1980, has been inoperable for several years. The fountain has developed significant leaks in the pool bases and sub-surface voids due to cracking concrete and there is additional damage in the sub surface plumbing. The leaks are so severe, the auto-fill mechanism designed to replace evaporated water in the pools runs wide open to maintain the water to an operational level. The plumbing valves are severely rusted in desperate need of replacement as well as much of the concrete cap ledge around the fountain is in stages of deterioration. The repair cost would be similar to that of total reconstruction of the fountain, and is estimated to exceed \$200,000.

The land has a deed restriction which excludes development on a majority of the parcel. This deed restriction can only be lifted by the owner of the adjacent parcel, 11921 Olive Blvd.

Contract Terms

The owner of this adjacent parcel is Drury Development Company. The city has been in negotiations with Drury for the possible sale of this property. A tentative agreement (see attached) has been reached between the City and Drury, subject to approval of the City Council. The major terms of the sale are as follows:

Use Restrictions:	Uses on the property will be limited to a degree as shown on Exhibit C to the proposed agreement, including retail, restaurant, hotel and a variety of office uses, in order to
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generally promote sales tax revenues. Additionally, retail uses shall be situated so that Creve Coeur sales taxes apply and cross-access or right-of-way to property to the north shall not be allowed without City discretionary approval.

City Signage

Drury Development to grant a permanent easement at the southwestern corner of the Fountain Park site for a city entrance sign, to be designed by the City.

Earnest Money Deposit:

\$100,000.00 Earnest Money, applied to the Purchase Price. Earnest Money becomes non-refundable unless Drury Development cancels contract within twelve (12) months of execution of Purchase and Sale Agreement.

Purchase Price:

\$750,000.00

Option Period:

Drury Development will have the right to close within fifteen (15) days notice, but before three (3) years following execution of Purchase and Sale Agreement. Drury Development will have a one-time option to extend the option for one (1) year upon payment of additional non-refundable Earnest Money of \$25,000.

Rezoning:

During the Option Period, Drury Development may pursue rezoning of the site and annexed parcels to "CB" Core Business District and Conditional Use Permit, but any approval shall only be effective as of closing.

City staff looks forward to discussing this matter with the Planning & Zoning Commission.

Sincerely,

Mark Perkins
City Administrator



Cc: Mayor and City Council

SALE CONTRACT

THIS SALE CONTRACT (this "Contract"), is entered into and is effective as of the date of the last signature by a party (the "Effective Date"), by and between the **City of Creve Coeur, Missouri** ("Seller") and **Drury Development Corporation**, a Missouri corporation ("Purchaser").

1. **PURCHASE AND SALE:** Seller agrees to sell and Purchaser agrees to purchase that certain real property located in the City of Creve Coeur, State of Missouri, commonly known as 11915 Olive Boulevard (the "Park") along with certain property owned by the Seller located north of and adjacent to W. Rue De La Banque Street (the "Extra Parcel") together with all improvements thereon and appurtenances, fixtures and equipment thereto belonging, as generally depicted in the attached Exhibit "A" (collectively, the "Property"), for the price and on the terms and conditions defined and set forth hereinafter. The Park and the Extra Parcel are hereinafter referred to as the "Property". Legal description in Title Commitment to govern.

2. **EARNEST DEPOSIT:** Purchaser shall, within three (3) business days after the Effective Date, deliver to Title Company (hereinafter defined), as escrow agent, an earnest deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) (the "Initial Deposit"). The parties jointly instruct the Title Company to hold the Deposit in escrow, and to invest the same in an interest-bearing account. The interest earned on the Deposit shall be added to, and become a part of the Deposit, and the Deposit shall be distributed in accordance with the terms herein. If Purchaser delivers a Termination Notice (hereinafter defined) to Seller and Title Company within one (1) year after the Effective Date, then the Deposit will be returned to Purchaser, otherwise the Deposit shall be non-refundable for any reason other than a breach hereof by Seller. Should Purchaser elect to extend the Inspection Period as set forth in Section 5 below, Purchaser shall deliver to Title Company an additional deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit, when delivered, are collectively referred to as the "Deposit". If the sale contemplated hereunder is closed, the Deposit shall be applied to the Purchase Price.

3. **PURCHASE PRICE:** The "Purchase Price" shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) subject to the credits, adjustments and pro-rations provided for herein.

4. **CLOSING DATE AND LOCATION:** The Closing shall occur at a time and on a date prior to the expiration of the Inspection Period as designated by Purchaser by notice to Seller of at least fifteen (15) days ("Closing" or "Closing Date") at the offices of the title company of Purchaser's choice (the "Title Company") or such other date, time or place upon which the parties mutually agree in writing. Seller shall deliver possession of the Property to Purchaser at Closing.

5. **INSPECTION RIGHTS:** For a period of up to three (3) years after the Effective Date but ending as of Closing (the "Inspection Period") Purchaser and its agents, employees and authorized representatives may enter upon the Property for the purpose of conducting feasibility studies, soil tests, environmental audits and tests, engineering reports, land surveys and plats, rezoning and any other inspection, test, procedure or study desired by Purchaser (collectively, the

"Inspections"). Purchaser shall pay all costs for performing the Inspections, keep the Property free and clear of all liens, repair any damage done to the Property from the performance of the Inspections, and hold Seller harmless from and against all liabilities, claims, demands or costs of any kind whatsoever, including reasonable attorney's fees, arising from claims of third parties arising out of the performance of the Inspections. Purchaser's satisfaction, prior to the end of the Inspection Period, with the results of any such Inspections as well as with the zoning of the Property are conditions of Purchaser being required to close provided that if Purchaser is not satisfied with the results of any such Inspection or the zoning of the Property, except as otherwise mutually agreed, Purchaser's option is to waive that condition and proceed to Closing or to deliver a timely Termination Notice.

Purchaser may elect to extend the Inspection Period for one (1) year (but still ending as of Closing), upon written notice delivered to Seller and Title Company along with contemporaneous payment of the Additional Deposit to Title Company, within three (3) years after the Effective Date.

6. ANNEXATION/RE-PLATTING/ZONING: (a) Seller shall make a good faith effort to complete the annexation of that portion of the Extra Parcel which is currently located in unincorporated St. Louis County, Missouri and the re-platting of the Extra Parcel to allow conveyance thereof to Purchaser before the first anniversary of the Effective Date. Seller shall deliver to Purchaser status updates on Seller's annexation and re-platting efforts on reasonable request. (b) During the Inspection Period, Purchaser may, at Purchaser's sole cost and expense, pursue such action as Purchaser deems necessary or appropriate to rezone the Property to "CB" Core Business District and to seek any Conditional Use Permit necessary for Purchaser's intended use of the Property. Effectiveness of any such rezoning or Conditional Use Permit shall be subject to closing on Purchaser's purchase of the Property hereunder.

7. SIGN EASEMENT: At Closing, Purchaser shall grant to Seller a perpetual non-exclusive easement over the area depicted as the "Sign Easement" in the Site Plan in Exhibit B. The form and content of the document granting the Sign Easement to Seller is attached hereto as Exhibit D.

8. USE RESTRICTIONS: The parties agree that the Property shall be conveyed to Purchaser subject to the use restrictions set forth in Exhibit C attached hereto. In addition, such restrictions shall provide that any retail uses developed by Purchaser on the Property shall be situated in such a manner as to be subject to Creve Coeur sales taxes. Also such restrictions shall provide that any cross-access or right-of-way to the property north of the Extra Parcel that is not in the City of Creve Coeur, shall not be allowed without first obtaining approval of Seller, which approval may be granted or withheld in Seller's absolute discretion.

9. RISK OF LOSS: Risk of damage, destruction or condemnation of the Property will remain with Seller until Closing. In the event that all or any material portion of the Property is condemned, destroyed, or damaged prior to Closing, Purchaser shall have the option to either (a) terminate this Contract and receive a refund of the Deposit, or (b) proceed to Closing without a reduction in the Purchase Price and receive Seller's insurance or condemnation proceeds as the case may be.

10. CONVEYANCE DEED: At Closing, Seller shall deliver a General Warranty Deed conveying title to the Property from Seller to Purchaser free and clear of all restrictions, liens and encumbrances except for the lien of taxes for the year in which Closing occurs, the restrictions on use set forth in Exhibit C and deed restrictions, rights of way of record and zoning regulations (collectively, the "Restrictions") existing as of the Effective Date to which Purchaser does not timely object by issuing a Termination Notice within one (1) year after the Effective Date. From the Effective Date through the earlier of Closing or the termination of this Contract, no Restrictions shall be placed on title to the Property without first obtaining Purchaser's express written consent.

11. TITLE AND SURVEY: Purchaser may, at Purchaser's sole cost and expense, obtain a commitment (the "Title Commitment") to issue an owner's policy of title insurance for the Property in the form and with the coverage and provisions as Purchaser may desire (the "Title Policy"), along with a copy of each instrument listed in Schedule B2 of the Title Commitment as an exception. Purchaser may also, at Purchaser's sole cost and expense, obtain a current ALTA Survey of the Property, prepared to Missouri Minimum Standards (the "Survey"), sufficient to induce the Title Company to delete the standard survey exception in the Title Policy and which includes the items listed as exceptions to title in Schedule B2 of the Title Commitment ("Title Exceptions") or indicates that any of the Title Exceptions do not apply to the Property. Each party agrees to execute and deliver to the Title Company all documents reasonably required by the Title Company to issue the Title Commitment and the Title Policy.

12. CLOSING ADJUSTMENTS: At Closing, Purchaser shall pay to Seller the Purchase Price subject to credit for the Deposit (which will be delivered to Seller at Closing) and any proration for any rentals, sewer and other utility charges and special assessments related to the Property through the year in which Closing occurs based on the most recent information available. Seller represents that inasmuch as Seller is a tax exempt property owner, there are no real estate taxes being assessed against the Property. If that is the case as of Closing, there shall not be any adjustment for real estate taxes and Purchaser shall pay any and all such taxes which are assessed from and after Closing. If real estate taxes are assessed against the Property before Closing, they shall be prorated the same as rentals, sewer and other utility charges and special assessments as provided above. In that case, if the actual tax bill, when received, differs from the amount utilized for proration at the time of Closing, at the option of either Seller or Purchaser, the taxes will be re-prorated on the same basis as provided by this Contract and the closing statement, and the appropriate party will reimburse the other forthwith upon demand for any adjustment indicated by the re-proration.

13. EXPENSES: Purchaser shall pay the title insurance premium, one-half (1/2) the closing fees, if any, and recording costs to transfer title. Seller shall pay any charges relating to the release of title exceptions (including costs to record the same) and one-half (1/2) the closing fees, if any. Each party shall bear their respective costs and expenses, including attorney's fees.

14. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents, warrants to and covenants with Purchaser that the following are true and correct as of the Effective Date and shall be true and correct as of Closing:

(a) Seller is the sole owner of the Property and has full power and authority to enter into this Contract and any documents contemplated herein.

(b) There are no claims or legal actions or proceedings in progress, pending or threatened against the Property or relating to the Property, and Seller is not aware of any facts which might result in any such claim, action or other proceeding.

(c) No condemnation or other taking by eminent domain of part or all of the Property is pending and Seller has not formally or informally learned of any contemplated condemnation of part or all of the Property.

(d) Seller is not aware of any pollutants, contaminants or other hazardous substances on or beneath the surface of the Property.

(e) There are no tenancies or occupancies affecting the Property or persons in possession of any part thereof other than with respect to the rights of Purchaser for parking on part of the Property for Purchaser's adjacent property.

15. RIGHT TO TERMINATE: If Purchaser determines, in Purchaser's sole discretion, that the Property is not suitable for Purchaser's purposes, Purchaser shall have the right, by giving Seller and Title Company written notice of termination (the "Termination Notice") on or before the expiration of the Inspection Period to terminate Purchaser's obligation to purchase the Property. If the Termination Notice is timely given, neither party shall have any obligation to proceed to Closing. If the Termination Notice is timely given within one (1) year after the Effective Date, the Deposit shall be returned to Purchaser. If the Termination Notice is timely given after the expiration of one (1) year after the Effective Date, the Deposit shall be delivered to Seller as liquidated damages and not as a penalty.

16. RIGHT TO CLOSE: Notwithstanding anything herein to the contrary, Purchaser shall have the right to waive any conditions or contingencies provided for herein and proceed to Closing by delivering written notice to that effect to Seller and Title Company in compliance with the provisions of Section 4 of this Contract. In that event, if Seller has not completed annexation of the Extra Parcel by Closing, Seller's obligation to do so, in accordance with Section 6, shall survive Closing, and Seller shall endeavor to complete the annexation within two (2) years after Closing.

17. NOTICES: Notices hereunder shall be deemed properly delivered and effective when: (a) deposited with the U. S. Postal Service by certified mail, return receipt requested, first class postage prepaid; or (b) personally delivered; or (c) deposited with a nationally recognized overnight courier, to the parties as follows:

If to Seller:	City of Creve Coeur Attn: City Administrator 300 N. New Ballas Road Creve Coeur, Missouri 63141
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If to Purchaser: Drury Development Corporation
 Attn: Jacqueline D. Pollvogt, General Counsel
 721 Emerson Rd., Suite 200
 St. Louis, MO 63141

Either party may change their notice address by providing the other party written notice thereof in compliance with this Section.

18. TAX-FREE EXCHANGES: If either party wishes to effectuate a tax-free exchange of real property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Exchange"), the other party agrees to execute and deliver any and all documents necessary to effectuate the Exchange provided the non-requesting party shall not incur any cost, expense, liability or obligation in connection therewith. The requesting party will hold the non-requesting party harmless from any and all claims, liabilities and costs (including reasonable attorney's fees) resulting from participation in the Exchange. If both parties desire to effectuate the Exchange, then each shall bear their respective costs. If Purchaser desires to effectuate an Exchange, Seller agrees that all or a portion of the Deposit may be returned to Purchaser at Closing to allow Purchaser to allocate Exchange proceeds to as much of the Purchase Price as Purchaser shall desire.

19. NO BROKER: Each party hereto represents to the other that it has not been represented in this transaction by a real estate broker or agent on a commission basis and that no sales fees or commissions are due as a result of this transaction. Should any claim be made for such a fee or commission, the party against whom the claim is made agrees to hold harmless the other party from all costs and expenses resulting therefrom. The provisions of this Section shall survive Closing.

20. MISCELLANEOUS PROVISIONS: This Contract is binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. This Contract constitutes the entire agreement of the parties and neither party shall be bound by any matter unless expressly set forth herein. No amendment of this Contract shall be effective or binding on the parties unless made in writing and signed by authorized representatives of both parties. Section headings are for convenience of reference only. This Contract shall be governed by and construed according to the law of the State in which the Property is located without regard to conflicts of laws provisions. Time is of the essence of this Contract.

21. ATTORNEY'S FEES: In the event of any legal proceedings arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and expenses and court costs. The prevailing party is that party who is awarded judgment as a result of trial. If both parties receive judgment in any dollar amount, the court or arbitrator will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party and the relative equities between the parties.

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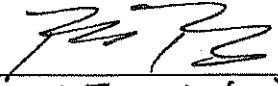
IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the dates below written.

PURCHASER:

SELLER:

DRURY DEVELOPMENT CORPORATION

CITY OF CREVE COEUR

By: 
 Print Name: TIMOTHY DRURY
 Title: PRESIDENT

By: _____
 Print Name: _____
 Title: _____

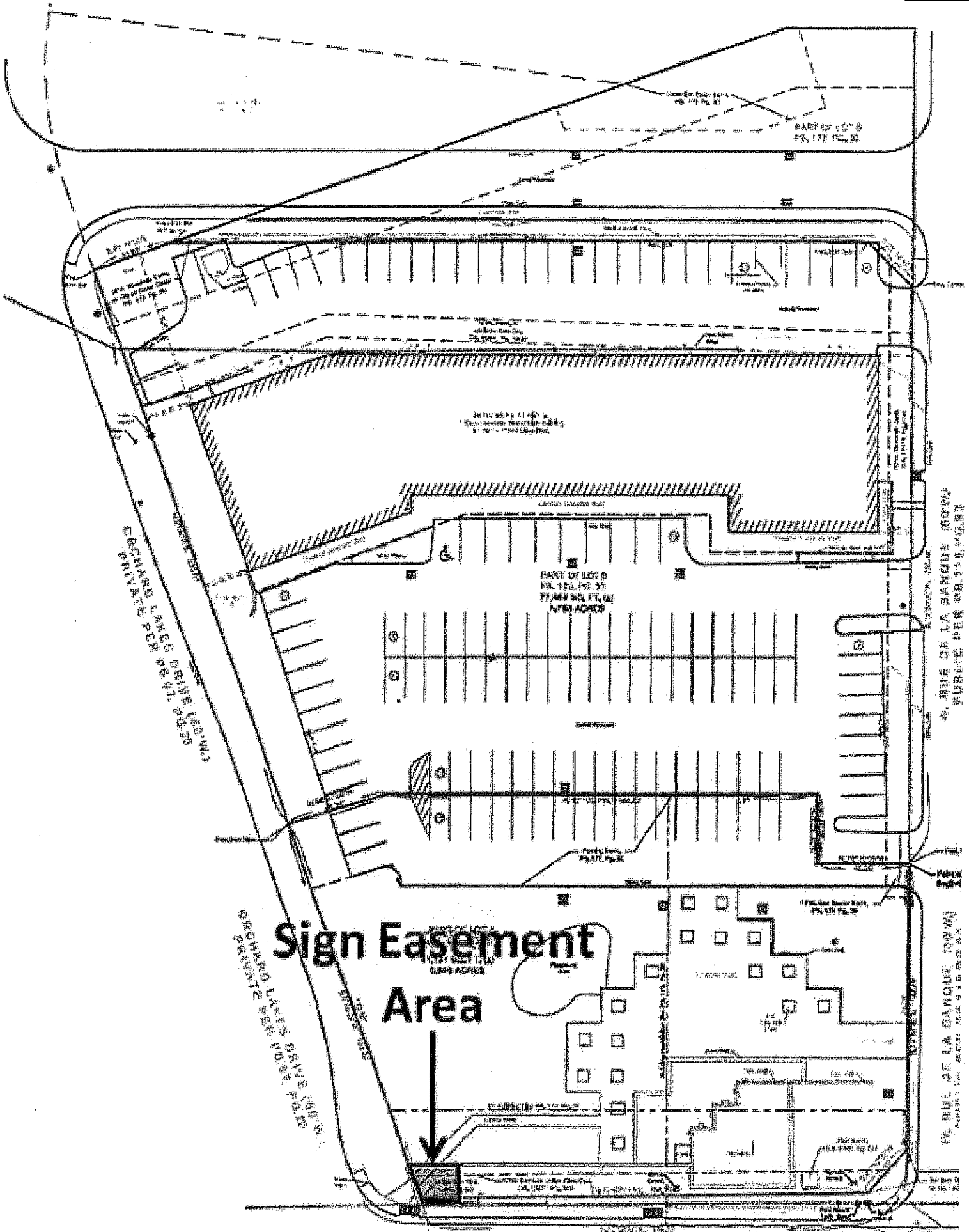
Date: 5-27-14

Date: _____

EXHIBIT A
PROPERTY DEPICTION



EXHIBIT B
SIGN EASEMENT AREA



Attachment: Staff memo dated June 11, 2014 sale of Fountain Park (1008 : Bill No. 5500 - Authorizing the Sale of Fountain Park at 11915 Olive

EXHIBIT C
USE RESTRICTIONS

Lined out uses on the following pages are neither permitted or conditional uses.

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
221121	Electric Bulk Power Transmission and Control	
221122	Electric Power Distribution	C
221310	Water Supply and Irrigation Systems	
221320	Sewage Treatment Facilities	
236115	New Single-Family Housing Construction (except For-Sale Builders)	
236116	New Multifamily Housing Construction (except For-Sale Builders)	
236117	New Housing For-Sale Builders	
236118	Residential Remodelers	
236210	Industrial Building Construction	
236220	Commercial and Institutional Building Construction	
237110	Water and Sewer Line and Related Structures Construction	
237120	Oil and Gas Pipeline and Related Structures Construction	
237130	Power and Communication Line and Related Structures Construction	
237210	Land Subdivision	
237310	Highway, Street, and Bridge Construction (Management Office Only)	P
238150	Glass and Glazing Contractors	
238210	Electrical Contractors and Other Wiring Installation Contractors	
238220	Plumbing, Heating, and Air-Conditioning Contractors	
238310	Drywall and Insulation Contractors	
238320	Painting and Wall Covering Contractors	
238330	Flooring Contractors	
238340	Tile and Terrazzo Contractors	
238350	Finish Carpentry Contractors	
238390	Other Building Finishing Contractors	
238990	All Other Specialty Trade Contractors	
311351	Chocolate and Confectionery Manufacturing from Cacao Beans	
311352	Confectionery Manufacturing from Purchased Chocolate	P
311340	Nonchocolate Confectionery Manufacturing	
311811	Retail Bakeries	P
311812	Commercial Bakeries	
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing	
311821	Cookie and Cracker Manufacturing	
311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour	
311830	Tortilla Manufacturing	
311911	Roasted Nuts and Peanut Butter Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
311919	Other Snack Food Manufacturing	
311920	Coffee and Tea Manufacturing	
311942	Spice and Extract Manufacturing	
312111	Soft Drink Manufacturing	
312112	Bottled Water Manufacturing	
312113	Ice Manufacturing	
312120	Breweries	
312130	Wineries	
312140	Distilleries	
313220	Narrow Fabric Mills and Schiffli Machine Embroidery	
313310	Textile and Fabric Finishing Mills	
313320	Fabric Coating Mills	
314120	Curtain and Linen Mills	
314910	Textile Bag and Canvas Mills	
314999	All Other Miscellaneous Textile Product Mills	
315210	Cut and Sew Apparel Contractors	
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	
315280	Other Cut and Sew Apparel Manufacturing	
315990	Apparel Accessories and Other Apparel Manufacturing	
316210	Footwear Manufacturing	
316992	Women's Handbag and Purse Manufacturing	
316998	All Other Leather Good and Allied Product Manufacturing	
321113	Sawmills	
321114	Wood Preservation	
321211	Hardwood Veneer and Plywood Manufacturing	
321212	Softwood Veneer and Plywood Manufacturing	
321213	Engineered Wood Member (except Truss) Manufacturing	
321214	Truss Manufacturing	
321219	Reconstituted Wood Product Manufacturing	
321911	Wood Window and Door Manufacturing	
321912	Cut Stock, Resawing Lumber, and Planing	
321918	Other Millwork (including Flooring)	
321920	Wood Container and Pallet Manufacturing	
321991	Manufactured Home (Mobile Home) Manufacturing	
321992	Prefabricated Wood Building Manufacturing	
321999	All Other Miscellaneous Wood Product Manufacturing	
322211	Corrugated and Solid Fiber Box Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
322212	Folding Paperboard Box Manufacturing	
322219	Other Paperboard Container Manufacturing	
322220	Paper Bag and Coated and Treated Paper Manufacturing	
322230	Stationery Product Manufacturing	
322291	Sanitary Paper Product Manufacturing	
322299	All Other Converted Paper Product Manufacturing	
323111	Commercial Printing (except Screen and Books)	
323113	Commercial Screen Printing	
323117	Books Printing	
323120	Support Activities for Printing	
325220	Artificial and Synthetic Fibers and Filaments Manufacturing	
325411	Medicinal and Botanical Manufacturing	
325412	Pharmaceutical Preparation Manufacturing	
325413	In-Vitro Diagnostic Substance Manufacturing	
325414	Biological Product (except Diagnostic) Manufacturing	
325991	Custom Compounding of Purchased Resins	
325992	Photographic Film, Paper, Plate, and Chemical Manufacturing	
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing	
326111	Plastics Bag and Pouch Manufacturing	
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing	
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing	
326121	Unlaminated Plastics Profile Shape Manufacturing	
326122	Plastics Pipe and Pipe Fitting Manufacturing	
326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing	
326140	Polystyrene Foam Product Manufacturing	
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing	
326160	Plastics Bottle Manufacturing	
326191	Plastics Plumbing Fixture Manufacturing	
326199	All Other Plastics Product Manufacturing	
326212	Tire Retreading	
326291	Rubber Product Manufacturing for Mechanical Use	
326299	All Other Rubber Product Manufacturing	
327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing	
327211	Flat Glass Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
327212	Other Pressed and Blown Glass and Glassware Manufacturing	
327213	Glass Container Manufacturing	
327215	Glass Product Manufacturing Made of Purchased Glass	
332114	Custom Roll Forming	
332117	Powder Metallurgy Part Manufacturing	
332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing	
332216	Saw Blade and Handtool Manufacturing	
332311	Prefabricated Metal Building and Component Manufacturing	
332312	Fabricated Structural Metal Manufacturing	
332313	Plate Work Manufacturing	
332321	Metal Window and Door Manufacturing	
332322	Sheet Metal Work Manufacturing	
332323	Ornamental and Architectural Metal Work Manufacturing	
332410	Power Boiler and Heat Exchanger Manufacturing	
332420	Metal Tank (Heavy Gauge) Manufacturing	
332431	Metal Can Manufacturing	
332439	Other Metal Container Manufacturing	
332510	Hardware Manufacturing	
332613	Spring Manufacturing	
332618	Other Fabricated Wire Product Manufacturing	
332710	Machine Shops	
332721	Precision Turned Product Manufacturing	
332722	Bolt, Nut, Screw, Rivet, and Washer Manufacturing	
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers	
332813	Electroplating, Plating, Polishing, Anodizing, and Coloring	
332911	Industrial Valve Manufacturing	
332912	Fluid Power Valve and Hose Fitting Manufacturing	
332913	Plumbing Fixture Fitting and Trim Manufacturing	
332919	Other Metal Valve and Pipe Fitting Manufacturing	
332991	Ball and Roller Bearing Manufacturing	
332992	Small Arms Ammunition Manufacturing	
332993	Ammunition (except Small Arms) Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing	
332996	Fabricated Pipe and Pipe Fitting Manufacturing	
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	
333111	Farm Machinery and Equipment Manufacturing	
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing	
333120	Construction Machinery Manufacturing	
333131	Mining Machinery and Equipment Manufacturing	
333132	Oil and Gas Field Machinery and Equipment Manufacturing	
333241	Food Product Machinery Manufacturing	
333242	Semiconductor Machinery Manufacturing	
333243	Sawmill, Woodworking, and Paper Machinery Manufacturing	
333244	Printing Machinery and Equipment Manufacturing	
333249	Other Industrial Machinery Manufacturing	
333314	Optical Instrument and Lens Manufacturing	
333316	Photographic and Photocopying Equipment Manufacturing	
333318	Other Commercial and Service Industry Machinery Manufacturing	
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing	
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing	
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing	
333511	Industrial Mold Manufacturing	
333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing	
333515	Cutting Tool and Machine Tool Accessory Manufacturing	
333517	Machine Tool Manufacturing	
333519	Rolling Mill and Other Metalworking Machinery Manufacturing	
333611	Turbine and Turbine Generator Set Units Manufacturing	
333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing	
333613	Mechanical Power Transmission Equipment Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
333618	Other Engine Equipment Manufacturing	
333911	Pump and Pumping Equipment Manufacturing	
333912	Air and Gas Compressor Manufacturing	
333913	Measuring and Dispensing Pump Manufacturing	
333921	Elevator and Moving Stairway Manufacturing	
333922	Conveyor and Conveying Equipment Manufacturing	
333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing	
333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing	
333991	Power-Driven Handtool Manufacturing	
333992	Welding and Soldering Equipment Manufacturing	
333993	Packaging Machinery Manufacturing	
333994	Industrial Process Furnace and Oven Manufacturing	
333995	Fluid Power Cylinder and Actuator Manufacturing	
333996	Fluid Power Pump and Motor Manufacturing	
333997	Scale and Balance Manufacturing	
333999	All Other Miscellaneous General Purpose Machinery Manufacturing	
334111	Electronic Computer Manufacturing	
334112	Computer Storage Device Manufacturing	
334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing	
334210	Telephone Apparatus Manufacturing	
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	
334290	Other Communications Equipment Manufacturing	
334310	Audio and Video Equipment Manufacturing	
334412	Bare Printed Circuit Board Manufacturing	
334413	Semiconductor and Related Device Manufacturing	
334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing	
334417	Electronic Connector Manufacturing	
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing	
334419	Other Electronic Component Manufacturing	
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use	
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	
334514	Totalizing Fluid Meter and Counting Device Manufacturing	
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	
334516	Analytical Laboratory Instrument Manufacturing	
334517	Irradiation Apparatus Manufacturing	
334519	Other Measuring and Controlling Device Manufacturing	
334613	Blank Magnetic and Optical Recording Media Manufacturing	
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing	P
335110	Electric Lamp Bulb and Part Manufacturing	
335121	Residential Electric Lighting Fixture Manufacturing	
335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing	
335129	Other Lighting Equipment Manufacturing	
335210	Small Electrical Appliance Manufacturing	
335221	Household Cooking Appliance Manufacturing	
335222	Household Refrigerator and Home Freezer Manufacturing	
335224	Household Laundry Equipment Manufacturing	
335228	Other Major Household Appliance Manufacturing	
335311	Power, Distribution, and Specialty Transformer Manufacturing	
335312	Motor and Generator Manufacturing	
335313	Switchgear and Switchboard Apparatus Manufacturing	
335314	Relay and Industrial Control Manufacturing	
335911	Storage Battery Manufacturing	
335912	Primary Battery Manufacturing	
335932	Noncurrent-Carrying Wiring Device Manufacturing	
335991	Carbon and Graphite Product Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	
336111	Automobile Manufacturing	
336112	Light Truck and Utility Vehicle Manufacturing	
336120	Heavy Duty Truck Manufacturing	
336211	Motor Vehicle Body Manufacturing	
336212	Truck Trailer Manufacturing	
336213	Motor Home Manufacturing	
336214	Travel Trailer and Camper Manufacturing	
336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing	
336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing	
336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing	
336340	Motor Vehicle Brake System Manufacturing	
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing	
336360	Motor Vehicle Seating and Interior Trim Manufacturing	
336390	Other Motor Vehicle Parts Manufacturing	
336411	Aircraft Manufacturing	
336412	Aircraft Engine and Engine Parts Manufacturing	
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	
336414	Guided Missile and Space Vehicle Manufacturing	
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing	
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing	
336510	Railroad Rolling Stock Manufacturing	
336611	Ship Building and Repairing	
336612	Boat Building	
336991	Motorcycle, Bicycle, and Parts Manufacturing	
336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing	
336999	All Other Transportation Equipment Manufacturing	
337110	Wood Kitchen Cabinet and Countertop Manufacturing	
337121	Upholstered Household Furniture Manufacturing	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
337122	Nonupholstered Wood Household Furniture Manufacturing	
337124	Metal Household Furniture Manufacturing	
337125	Household Furniture (except Wood and Metal) Manufacturing	
337127	Institutional Furniture Manufacturing	
337211	Wood Office Furniture Manufacturing	
337212	Custom Architectural Woodwork and Millwork Manufacturing	
337214	Office Furniture (except Wood) Manufacturing	
337215	Showcase, Partition, Shelving, and Locker Manufacturing	
337910	Mattress Manufacturing	
337920	Blind and Shade Manufacturing	
339112	Surgical and Medical Instrument Manufacturing	
339113	Surgical Appliance and Supplies Manufacturing	
339114	Dental Equipment and Supplies Manufacturing	
339115	Ophthalmic Goods Manufacturing	
339116	Dental Laboratories	C
339910	Jewelry and Silverware Manufacturing	
339920	Sporting and Athletic Goods Manufacturing	
339930	Doll, Toy, and Game Manufacturing	
339940	Office Supplies (except Paper) Manufacturing	
339950	Sign Manufacturing	C
339991	Gasket, Packing, and Sealing Device Manufacturing	
339992	Musical Instrument Manufacturing	
339993	Fastener, Button, Needle, and Pin Manufacturing	
339994	Broom, Brush, and Mop Manufacturing	
339995	Burial Casket Manufacturing	
339999	All Other Miscellaneous Manufacturing	
423110	Automobile and Other Motor Vehicle Merchant Wholesalers	
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers	
423130	Tire and Tube Merchant Wholesalers	
423140	Motor Vehicle Parts (Used) Merchant Wholesalers	
423210	Furniture Merchant Wholesalers	
423220	Home Furnishing Merchant Wholesalers	
423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers	
423330	Roofing, Siding, and Insulation Material Merchant Wholesalers	
423390	Other Construction Material Merchant Wholesalers	
423410	Photographic Equipment and Supplies Merchant Wholesalers	
423420	Office Equipment Merchant Wholesalers	
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	
423440	Other Commercial Equipment Merchant Wholesalers	
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers	
423460	Ophthalmic Goods Merchant Wholesalers	
423490	Other Professional Equipment and Supplies Merchant Wholesalers	
423510	Metal Service Centers and Other Metal Merchant Wholesalers	
423520	Coal and Other Mineral and Ore Merchant Wholesalers	
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	
423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers	
423690	Other Electronic Parts and Equipment Merchant Wholesalers	
423710	Hardware Merchant Wholesalers	
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers	
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers	
423740	Refrigeration Equipment and Supplies Merchant Wholesalers	
423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers	
423820	Farm and Garden Machinery and Equipment Merchant Wholesalers	
423830	Industrial Machinery and Equipment Merchant Wholesalers	
423840	Industrial Supplies Merchant Wholesalers	
423850	Service Establishment Equipment and Supplies Merchant Wholesalers	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers	
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers	
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers	
423930	Recyclable Material Merchant Wholesalers	
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers	
423990	Other Miscellaneous Durable Goods Merchant Wholesalers	
424110	Printing and Writing Paper Merchant Wholesalers	
424120	Stationery and Office Supplies Merchant Wholesalers	
424130	Industrial and Personal Service Paper Merchant Wholesalers	
424210	Drugs and Druggists' Sundries Merchant Wholesalers	
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers	
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers	
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers	
424340	Footwear Merchant Wholesalers	
424410	General Line Grocery Merchant Wholesalers	
424420	Packaged Frozen Food Merchant Wholesalers	
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers	
424440	Poultry and Poultry Product Merchant Wholesalers	
424450	Confectionery Merchant Wholesalers	
424460	Fish and Seafood Merchant Wholesalers	
424470	Meat and Meat Product Merchant Wholesalers	
424480	Fresh Fruit and Vegetable Merchant Wholesalers	
424490	Other Grocery and Related Products Merchant Wholesalers	
424510	Grain and Field Bean Merchant Wholesalers	
424520	Livestock Merchant Wholesalers	
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers	
424690	Other Chemical and Allied Products Merchant Wholesalers	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
424810	Beer and Ale Merchant Wholesalers	
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers	
424910	Farm Supplies Merchant Wholesalers	
424920	Book, Periodical, and Newspaper Merchant Wholesalers	
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers	
424940	Tobacco and Tobacco Product Merchant Wholesalers	
424950	Paint, Varnish, and Supplies Merchant Wholesalers	
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers	
425110	Business to Business Electronic Markets	P
425120	Wholesale Trade Agents and Brokers	P
441110	New Car Dealers	C
441120	Used Car Dealers	
441210	Recreational Vehicle Dealers	
441222	Boat Dealers	C
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers	
441310	Automotive Parts and Accessories Stores	C
441320	Tire Dealers	
CC442100	All Drive-In and Drive Through Services (excluding Food Services)	C
442110	Furniture Stores	P
442210	Floor Covering Stores	P
442291	Window Treatment Stores	P
442299	All Other Home Furnishings Stores	P
443141	Household Appliance Stores	P
443142	Electronics Stores	P
444110	Home Centers	C
444120	Paint and Wallpaper Stores	P
444130	Hardware Stores	P
444190	Other Building Material Dealers	C
444210	Outdoor Power Equipment Stores	P
444220	Nursery, Garden Center, and Farm Supply Stores	C
445110	Supermarkets and Other Grocery (except Convenience) Stores	P
445120	Convenience Stores	C
445210	Meat Markets	P
445220	Fish and Seafood Markets	
445230	Fruit and Vegetable Markets	P
445291	Baked Goods Stores	P
445292	Confectionery and Nut Stores	P
445299	All Other Specialty Food Stores	P
445310	Beer, Wine, and Liquor Stores	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
446110	Pharmacies and Drug Stores	P
446120	Cosmetics, Beauty Supplies, and Perfume Stores	P
446130	Optical Goods Stores	P
446191	Food (Health) Supplement Stores	P
446199	All Other Health and Personal Care Stores	P
447110	Gasoline Stations with Convenience Stores	C
447190	Other Gasoline Stations	C
448110	Men's Clothing Stores	P
448120	Women's Clothing Stores	P
448130	Children's and Infants' Clothing Stores	P
448140	Family Clothing Stores	P
448150	Clothing Accessories Stores	P
448190	Other Clothing Stores	P
448210	Shoe Stores	P
448310	Jewelry Stores	P
448320	Luggage and Leather Goods Stores	P
451110	Sporting Goods Stores (except those exclusively engaged in the sale of firearms and ammunition)	P
451120	Hobby, Toy, and Game Stores	P
451130	Sewing, Needlework, and Piece Goods Stores	P
451140	Musical Instrument and Supplies Stores	P
451211	Book Stores	P
451212	News Dealers and Newsstands	P
452111	Department Stores (except Discount Department Stores)	C
452112	Discount Department Stores	C
452910	Warehouse Clubs and Supercenters	C
452990	All Other General Merchandise Stores	C
453110	Florists	P
453210	Office Supplies and Stationery Stores	P
453220	Gift, Novelty, and Souvenir Stores	P
453310	Used Merchandise Stores (No building materials, outside sales, exchange or drop-off of used goods).	P
453910	Pet and Pet Supplies Stores	P
453920	Art Dealers	P
453930	Manufactured (Mobile) Home Dealers	
453991	Tobacco Stores	P
453998	All Other Miscellaneous Store Retailers (except auction houses, pool and hot tub sales/supplies and cemetery memorial dealers)	P
454111	Electronic Shopping	P
454112	Electronic Auctions	P
454113	Mail-Order Houses	
454210	Vending Machine Operators	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
454310	Fuel Dealers	
454390	Other Direct Selling Establishments	
481112	Scheduled Freight Air Transportation	
481219	Other Nonscheduled Air Transportation	P
484110	General Freight Trucking, Local	
484121	General Freight Trucking, Long-Distance, Truckload	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	
484210	Used Household and Office Goods Moving	
484220	Specialized Freight (except Used Goods) Trucking, Local	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	
485111	Mixed Mode Transit Systems	
485112	Commuter Rail Systems	
485113	Bus and Other Motor Vehicle Transit Systems	
485119	Other Urban Transit Systems	
485210	Interurban and Rural Bus Transportation	C
485310	Taxi Service	
485320	Limousine Service	
485410	School and Employee Bus Transportation	
485510	Charter Bus Industry	
485991	Special Needs Transportation	
485999	All Other Transit and Ground Passenger Transportation	
486110	Pipeline Transportation of Crude Oil	
486210	Pipeline Transportation of Natural Gas	
486910	Pipeline Transportation of Refined Petroleum Products	
486990	All Other Pipeline Transportation	
488190	Other Support Activities for Air Transportation	
488410	Motor Vehicle Towing	
488490	Other Support Activities for Road Transportation	
488510	Freight Transportation Arrangement	
488991	Packing and Crating	
488999	All Other Support Activities for Transportation	
491110	Postal Service	P
492110	Couriers and Express Delivery Services	
492210	Local Messengers and Local Delivery	
493110	General Warehousing and Storage	
493120	Refrigerated Warehousing and Storage	
493130	Farm Product Warehousing and Storage	
493190	Other Warehousing and Storage	
511110	Newspaper Publishers	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
511120	Periodical Publishers	P
511130	Book Publishers	P
511140	Directory and Mailing List Publishers	P
511191	Greeting Card Publishers	P
511199	All Other Publishers	P
511210	Software Publishers	P
512110	Motion Picture and Video Production	C
512120	Motion Picture and Video Distribution	P
512131	Motion Picture Theaters (except Drive-Ins)	C
512191	Teleproduction and Other Postproduction Services	P
512199	Other Motion Picture and Video Industries	P
512210	Record Production	P
512220	Integrated Record Production/Distribution	
512230	Music Publishers	P
512240	Sound Recording Studios	C
512290	Other Sound Recording Industries	C
515111	Radio Networks	C
515112	Radio Stations	C
515120	Television Broadcasting	C
515210	Cable and Other Subscription Programming	C
517110	Wired Telecommunications Carriers	C
517210	Wireless Telecommunications Carriers incl. Freestanding Antenna Facilities (except Satellite)	C
517410	Satellite Telecommunications	
517911	Telecommunications Resellers	P
517919	All Other Telecommunications	
CC517929	Roof-Mounted Communication Equipment	C
518210	Data Processing, Hosting, and Related Services	P
519110	News Syndicates	P
519120	Libraries and Archives	P
519130	Internet Publishing and Broadcasting and Web Search Portals	P
519190	All Other Information Services	P
521110	Monetary Authorities-Central Bank	P
522110	Commercial Banking	C
522120	Savings Institutions	C
522130	Credit Unions	C
522190	Other Depository Credit Intermediation	C
522210	Credit Card Issuing	P
522220	Sales Financing	P
522291	Consumer Lending	P
522292	Real Estate Credit	P
522293	International Trade Financing	P
522294	Secondary Market Financing	P
522298	All Other Nondepository Credit Intermediation (incl. Pawnshops)	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
522310	Mortgage and Nonmortgage Loan Brokers	P
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	P
523110	Investment Banking and Securities Dealing	P
523120	Securities Brokerage	P
523130	Commodity Contracts Dealing	P
523140	Commodity Contracts Brokerage	P
523210	Securities and Commodity Exchanges	P
523910	Miscellaneous Intermediation	P
523920	Portfolio Management	P
523930	Investment Advice	P
523991	Trust, Fiduciary, and Custody Activities	P
523999	Miscellaneous Financial Investment Activities	P
524113	Direct Life Insurance Carriers	P
524114	Direct Health and Medical Insurance Carriers	P
524126	Direct Property and Casualty Insurance Carriers	P
524127	Direct Title Insurance Carriers	P
524128	Other Direct Insurance (except Life, Health, and Medical) Carriers	P
524130	Reinsurance Carriers	P
524210	Insurance Agencies and Brokerages	P
524291	Claims Adjusting	C
524292	Third Party Administration of Insurance and Pension Funds	P
524298	All Other Insurance Related Activities	P
525110	Pension Funds	P
525120	Health and Welfare Funds	P
525190	Other Insurance Funds	P
525910	Open-End Investment Funds	P
525920	Trusts, Estates, and Agency Accounts	P
525990	Other Financial Vehicles	P
531110	Lessors of Residential Buildings and Dwellings	P
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	P
531190	Lessors of Other Real Estate Property	P
531210	Offices of Real Estate Agents and Brokers	P
531311	Residential Property Managers	P
531312	Nonresidential Property Managers	P
531320	Offices of Real Estate Appraisers	P
531390	Other Activities Related to Real Estate	P
532111	Passenger Car Rental	C
532112	Passenger Car Leasing	C
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
532210	Consumer Electronics and Appliances Rental	C
532220	Formal Wear and Costume Rental	P
532230	Video Tape and Disc Rental	P
532291	Home Health Equipment Rental	P
532292	Recreational Goods Rental	P
532299	All Other Consumer Goods Rental	
532310	General Rental Centers	C
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing	
532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing	
532420	Office Machinery and Equipment Rental and Leasing	P
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	P
541110	Offices of Lawyers	P
541120	Offices of Notaries	P
541191	Title Abstract and Settlement Offices	P
541199	All Other Legal Services	P
541211	Offices of Certified Public Accountants	P
541213	Tax Preparation Services	P
541214	Payroll Services	P
541219	Other Accounting Services	P
541310	Architectural Services	P
541320	Landscape Architectural Services	P
541330	Engineering Services	P
541340	Drafting Services	P
541350	Building Inspection Services	
541360	Geophysical Surveying and Mapping Services	P
541370	Surveying and Mapping (except Geophysical) Services	P
541380	Testing Laboratories	P
541410	Interior Design Services	P
541420	Industrial Design Services	P
541430	Graphic Design Services	P
541490	Other Specialized Design Services	P
541511	Custom Computer Programming Services	P
541512	Computer Systems Design Services	P
541513	Computer Facilities Management Services	P
541519	Other Computer Related Services	P
541611	Administrative Management and General Management Consulting Services	P
541612	Human Resources Consulting Services	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
541613	Marketing Consulting Services	P
541614	Process, Physical Distribution, and Logistics Consulting Services	P
541618	Other Management Consulting Services	P
541620	Environmental Consulting Services	P
541690	Other Scientific and Technical Consulting Services	P
541711	Research and Development in Biotechnology	
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	
541720	Research and Development in the Social Sciences and Humanities	P
541810	Advertising Agencies	P
541820	Public Relations Agencies	P
541830	Media Buying Agencies	P
541840	Media Representatives	P
541850	Outdoor Advertising	P
541860	Direct Mail Advertising	P
541870	Advertising Material Distribution Services	P
541890	Other Services Related to Advertising	P
541910	Marketing Research and Public Opinion Polling	P
541921	Photography Studios, Portrait	P
541922	Commercial Photography	P
541930	Translation and Interpretation Services	P
541940	Veterinary Services	P
541990	All Other Professional, Scientific, and Technical Services	P
551111	Offices of Bank Holding Companies	P
551112	Offices of Other Holding Companies	P
551114	Corporate, Subsidiary, and Regional Managing Offices	P
CC561100	Business Enterprise Center (as defined in Chapter 405.120, Definition of Terms)	P
561110	Office Administrative Services	P
561210	Facilities Support Services	
561311	Employment Placement Agencies	C
561312	Executive Search Services	P
561320	Temporary Help Services	P
561330	Professional Employer Organizations	P
561410	Document Preparation Services	P
561421	Telephone Answering Services	C
561422	Telemarketing Bureaus and Other Contact Centers	C
561431	Private Mail Centers	P
561439	Other Business Service Centers (including Copy Shops)	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
561440	Collection Agencies	P
561450	Credit Bureaus	P
561491	Repossession Services	
561492	Court Reporting and Stenotype Services	P
561499	All Other Business Support Services	P
561510	Travel Agencies	P
561520	Tour Operators	P
561591	Convention and Visitors Bureaus	P
561599	All Other Travel Arrangement and Reservation Services	P
561611	Investigation Services	P
561612	Security Guards and Patrol Services	
561613	Armored Car Services	
561621	Security Systems Services (except Locksmiths)	C
561622	Locksmiths	P
561710	Exterminating and Pest Control Services	
561730	Landscaping Services	
561740	Carpet and Upholstery Cleaning Services	
561790	Other Services to Buildings and Dwellings	
561910	Packaging and Labeling Services	
561920	Convention and Trade Show Organizers	P
561990	All Other Support Services	C
562998	All Other Miscellaneous Waste Management Services	
611110	Elementary and Secondary Schools	
611210	Junior Colleges	E
611310	Colleges, Universities, and Professional Schools	E
611410	Business and Secretarial Schools	E
611420	Computer Training	E
611430	Professional and Management Development Training	E
611511	Cosmetology and Barber Schools	E
611513	Apprenticeship Training	P
611519	Other Technical and Trade Schools	E
611610	Fine Arts Schools	E
611620	Sports and Recreation Instruction	E
611630	Language Schools	P
611691	Exam Preparation and Tutoring	P
611692	Automobile Driving Schools	E
611699	All Other Miscellaneous Schools and Instruction	P
611710	Educational Support Services	P
621111	Offices of Physicians (except Mental Health Specialists)	P
621112	Offices of Physicians, Mental Health Specialists	P
621210	Offices of Dentists	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
621310	Offices of Chiropractors	P
621320	Offices of Optometrists	P
621330	Offices of Mental Health Practitioners (except Physicians)	P
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists	P
621391	Offices of Podiatrists	P
621399	Offices of All Other Miscellaneous Health Practitioners	P
621410	Family Planning Centers	C
621420	Outpatient Mental Health and Substance Abuse Centers	
621491	HMO Medical Centers	P
621492	Kidney Dialysis Centers	P
621493	Freestanding Ambulatory Surgical and Emergency Centers	P
621498	All Other Outpatient Care Centers	
621511	Medical Laboratories	P
621512	Diagnostic Imaging Centers	P
621610	Home Health Care Services	P
621910	Ambulance Services	
621991	Blood and Organ Banks	
621999	All Other Miscellaneous Ambulatory Health Care Services	C
622110	General Medical and Surgical Hospitals	
622210	Psychiatric and Substance Abuse Hospitals	
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	
623110	Nursing Care Facilities (Skilled Nursing Facilities)	C
623210	Residential Intellectual and Developmental Disability Facilities (Subject to 405.450.B)	
623220	Residential Mental Health and Substance Abuse Facilities	
623311	Continuing Care Retirement Communities	C
623312	Assisted Living Facilities for the Elderly	C
623990	Other Residential Care Facilities (Subject to 405.450.B), excluding boot/disciplinary camps and halfway group homes.	C
624110	Child and Youth Services	P
624120	Services for the Elderly and Persons with Disabilities	P
624190	Other Individual and Family Services	P
624210	Community Food Services	
624221	Temporary Shelters	
624229	Other Community Housing Services	
624230	Emergency and Other Relief Services	
624310	Vocational Rehabilitation Services	
624410	Child Day Care Services	C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
711110	Theater Companies and Dinner Theaters	C
711120	Dance Companies	C
711130	Musical Groups and Artists	C
711190	Other Performing Arts Companies	C
711211	Sports Teams and Clubs	C
711212	Racetracks	
711219	Other Spectator Sports	C
711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities	C
711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities	P
711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	P
711510	Independent Artists, Writers, and Performers	C
712110	Museums	C
712120	Historical Sites	C
712130	Zoos and Botanical Gardens	C
712190	Nature Parks and Other Similar Institutions	C
713110	Amusement and Theme Parks	C
713120	Amusement Arcades	C
713290	Other Gambling Industries	C
713910	Golf Courses and Country Clubs	
713940	Fitness and Recreational Sports Centers	P
713950	Bowling Centers	C
713990	All Other Amusement and Recreation Industries (except gun and shooting clubs)	C
721110	Hotels (except Casino Hotels) and Motels	C
CC721130	Sexually-Oriented Businesses (subject to Article VIII-A of Chapter 405)	
721191	Bed-and-Breakfast Inns	
721310	Rooming and Boarding Houses	
722310	Food Service Contractors	C
722320	Caterers	C
722330	Mobile Food Services	C
722410	Drinking Places (Alcoholic Beverages)	C
722511	Full-Service Restaurants	C
722513	Limited-Service Restaurants	C
722514	Cafeterias, Grill Buffets, and Buffets	C
722515	Snack and Nonalcoholic Beverage Bars	C
811111	General Automotive Repair	
811112	Automotive Exhaust System Repair	
811113	Automotive Transmission Repair	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	
811121	Automotive Body, Paint, and Interior Repair and Maintenance	
811122	Automotive Glass Replacement Shops	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
811191	Automotive Oil Change and Lubrication Shops	G
811192	Car Washes	
811198	All Other Automotive Repair and Maintenance	
811211	Consumer Electronics Repair and Maintenance	
811212	Computer and Office Machine Repair and Maintenance	P
811213	Communication Equipment Repair and Maintenance	
811219	Other Electronic and Precision Equipment Repair and Maintenance	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	
811411	Home and Garden Equipment Repair and Maintenance	
811412	Appliance Repair and Maintenance	
811420	Reupholstery and Furniture Repair	
811430	Footwear and Leather Goods Repair	P
811490	Other Personal and Household Goods Repair and Maintenance	
812111	Barber Shops	P
812112	Beauty Salons	P
812113	Nail Salons	P
812191	Diet and Weight Reducing Centers	P
812199	Other Personal Care Services (except escort services, massage parlors, steam baths, tattoo parlors, permanent makeup salons, and Turkish baths)	P
812210	Funeral Homes and Funeral Services	C
812220	Cemeteries not associated with a place of worship and all Crematories	
812320	Drycleaning and Laundry Services (except Coin-Operated) provided that facility (1) Meets all fire code regulations, and (2) Has a valid permit from the St. Louis County Air Pollution Control Program.	P
812331	Linen Supply	
812332	Industrial Launderers	
812910	Pet Care (except Veterinary) including only Pet Spas (as defined in Section 405.120) Services	
812921	Photofinishing Laboratories (except One-Hour)	
812922	One-Hour Photofinishing	P
812930	Parking Lots and Garages	C
812990	All Other Personal Services	C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	CB
813110	Religious Organizations, Incl. Retreat Houses	C
813211	Grantmaking Foundations	P
813212	Voluntary Health Organizations	P
813219	Other Grantmaking and Giving Services	P
813311	Human Rights Organizations	P
813312	Environment, Conservation and Wildlife Organizations	P
813319	Other Social Advocacy Organizations	P
813410	Civic and Social Organizations	P
813910	Business Associations	P
813920	Professional Organizations	P
813930	Labor Unions and Similar Labor Organizations	P
813940	Political Organizations	P
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	P
814110	Private Households-Single Family Residential	
CC814111	Attached Single-Family Residential (townhouses or duplexes)	
CC814120	Low Density Multi-Family Residential (6 units per acre)	
CC814130	Medium Density Multi-Family Residential (20 units per acre)	P
CC814140	High Density Multi-Family Residential (more than 20 units per acre)	C
921110	Executive Offices	P
921120	Legislative Bodies	P
921130	Public Finance Activities	P
921140	Executive and Legislative Offices, Combined	P
921190	Other General Government Support	P
922110	Courts	P
922120	Police Protection	P
922130	Legal Counsel and Prosecution	P
922160	Fire Protection	P
922190	Other Justice, Public Order, and Safety Activities	C
923110	Administration of Education Programs	P
923120	Administration of Public Health Programs	P
923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)	P
923140	Administration of Veterans' Affairs	P
924110	Administration of Air and Water Resource and Solid Waste Management Programs	P
924120	Administration of Conservation Programs	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

9.1.a

Use Code	2012 NAICS Title	CB
925110	Administration of Housing Programs	P
925120	Administration of Urban Planning and Community and Rural Development	P
926110	Administration of General Economic Programs	P
926120	Regulation and Administration of Transportation Programs	P
926130	Regulation and Administration of Communications, Electric, Gas, and Other Utilities	P
926140	Regulation of Agricultural Marketing and Commodities	P
926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	P
927110	Space Research and Technology	P
928110	National Security	P
928120	International Affairs	P

EXHIBIT D
SIGN EASEMENT

Space above this line reserved for use of Recorder of Deeds

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement (the "Agreement") is entered into effective as of the date when this Agreement has been signed by both parties the ("**Effective Date**") and is made by and between **DRURY DEVELOPMENT CORPORATION**, a Missouri corporation ("**Grantor**") and the **CITY OF CREVE COEUR**, a charter city of the State of Missouri ("**Grantee**").

WHEREAS, Grantor owns and possesses a certain tract of real estate commonly known and numbered as 11915 Olive Boulevard, Creve Coeur, Missouri 63141 and as legally described in Exhibit A attached hereto and incorporated herein (the "**Premises**") upon which Grantee desires to erect a monument sign.

NOW THEREFORE, for and in consideration of the premises and for the mutual promises and covenants herein contained and to be performed, Grantor hereby grants to Grantee a perpetual non-exclusive easement on, over and across a portion of the Premises to build and maintain a monument sign on the following terms and conditions:

1. Grant of Easement. Grantor grants unto Grantee a nonexclusive easement on, over and across a 10' x 10' area located in the southwest corner of the Premises as depicted in Exhibit B attached hereto and incorporated herein (the "**Sign Premises**") for the construction, installation, maintenance, repair and removal of Grantee's municipal identification sign (the "**Sign**") and for no other purpose. Grantee's use of the Sign Premises shall, in all ways, comply with all laws, statutes, ordinances and regulations.

2. Access. In addition, Grantee shall have reasonable rights of vehicular and pedestrian access across the paved areas of the Premises and the immediate surroundings of the Sign Premises in order to access the Sign Premises.

3. Grantor's Approval Rights. Before commencing any construction, renovation, re-construction or modifications to the Sign, Grantee shall submit detailed plans and specifications for the Sign to Grantor for Grantor's approval, not to be unreasonably withheld, that the location, size, height, construction materials, color and lighting of the Sign is complementary to and does not detract from Grantor's development on the Premises.

4. Indemnification. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all actions, costs, claims, losses, expenses and/or damages (including attorneys' fees in defending the same) attributable to the reckless, careless, negligent or intentional acts or omissions of Grantee or any of Grantee's contractors, agents, servants or employees from any cause while on or about the Premises.

5. Insurance. Grantee shall maintain at all times during the Term of this Agreement a single limit comprehensive general liability policy of insurance written by an insurer reasonably approved by Grantor providing public liability (including both personal injury and death) and property damage insurance, insuring against any and all liability of the insured with respect to the Sign Premises or arising out of the use or occupancy thereof, all on an occurrence basis with minimum primary coverage of One Million Dollars (\$1,000,000.00). Grantor shall be named as an additional insured in each such policy. Prior to using the Sign Premises and thereafter upon reasonable request, Grantee shall provide Grantor with a certificate of insurance as to the term and coverage of the insurance in force, the persons insured, and the fact that the insurance issued thereunder shall not be amended, lapsed, terminated or canceled without thirty (30) days prior written notice to Grantor. The certificates shall be forwarded to Grantor's notice address herein.

6. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service, by certified or registered mail (return receipt requested), or first class postage prepaid at the mailing addresses listed below:

Grantor: Drury Development Corporation
Attention: Jacqueline Pollvogt, General Counsel
721 Emerson Road, Suite 200
St. Louis, Missouri 63141

Grantee: City of Creve Coeur
Attention: City Administrator
300 N. New Ballas Road
Creve Coeur, Missouri 63141

Either party may by written notice to the other specify a different address for notice purposes.

7. Miscellaneous. This Agreement is binding upon and for the benefit of the parties and their respective successors and assigns. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or verbal. This Agreement may not be modified unless in writing and signed by each of the parties. This Agreement and the obligations of the parties hereunder shall be governed by the laws of the State of Missouri.

8. Removal of Sign. Upon the termination of this Agreement, Grantee shall remove the Sign from the Sign Premises and shall return the Sign Premises to its condition prior to the installation of the Sign.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement as of the Effective Date.

GRANTOR:

GRANTEE:

Drury Development Corporation

City of Creve Coeur

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(Notary signature blocks)

EXHIBIT A
To Sign Easement Agreement
Legal Description of Premises

EXHIBIT B
To Sign Easement Agreement
Depiction of Sign Premises



city
of

CREVE COEUR

9.1.b

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

June 17, 2014

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

Re: Chapter 89 Review of Possible Sale of Fountain Park

Honorable Mayor Glantz & Members of the City Council:

The Planning and Zoning Commission, at its meeting of June 16, 2014, reviewed the information regarding the sale of Fountain Park at 11915 Olive Boulevard to Drury Development Company, where the disposition of park land is required to be reviewed by the Planning and Zoning Commission under Chapter 89. By unanimous vote, the Planning Commission recommends approval of the proposed sale.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:wk

Cc: M.C. Perkins, City Administrator
S. Unser, Chief Building Official

Attachment: P & Z Chair Letter Sale of Fountain Park (1008 : Bill No. 5500 - Authorizing the Sale of Fountain Park at 11915 Olive Boulevard)



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Litigation
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE (ID # 1012)

Substitute Bill No. 5501 - an Ordinance of the City Council of the City of Creve Coeur, Missouri, Amending Chapters 405 and 515 of the Code of Ordinances to Address Changes in State Law Regarding Wireless Communications Facilities and Support Structures. Final Reading and Passage

There have been changes in state law regarding local regulation of wireless communications facilities and support structures that will take effect August 28, 2014. Staff has applied for approval of related changes to the City's Zoning Code and Right-of-Way Usage Code.

Ordinance

Meeting of July 14, 2014

BILL NO. 5501

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI,
AMENDING CHAPTERS 405 AND 515 OF THE CODE OF ORDINANCES TO ADDRESS
CHANGES IN STATE LAW REGARDING WIRELESS COMMUNICATIONS FACILITIES AND
SUPPORT STRUCTURES.**

WHEREAS, there have been changes in state law regarding local regulation of wireless communications facilities and support structures; and

WHEREAS, staff has applied for approval of related changes to the City's Zoning Code and Right-of-Way Usage Code, and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, June 16, 2014, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application regarding changes to the Zoning Code; 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

WHEREAS, Planning and Zoning Commission reviewed and by a 6-0 vote recommended approval of the subject amendments to the Zoning Code at its meeting on Monday, June 16, 2014; 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 this Bill having been 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 approving the application would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest,

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

Section 1. In Section 405.390, Planned Zoning Districts, subsections D.2.a(12) and D.2.b(15) are revised and a new subsection G.4 is added, to read as follows:

D.2.a(12) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.

D.2.b(15) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.

Attachment: Bill No 5501 (1012 : Bill No. 5501 Amending Code - Wireless Facilities)

G4 Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

Section 2. In Section 405.460, Accessory Uses and Structures, subsections B19 and B22 are revised to read as follows:

B.19. Roof-mounted telecommunication equipment in the "A", "B", "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" zoning districts, subject to the following:

- a. Administrative approval may be granted for the placement of roof-mounted telecommunication equipment subject to the conditions outlined under [Sections 405.470\(4\)](#), [405.470\(5\)](#) and [405.690](#) and the following design standards:
 - (1) An antenna is rectangular in shape, limited to a width of one and one-half (1.5) feet, height of six (6.0) feet and a depth of one (1.0) foot.
 - (2) The antennas and band are mounted to the face of an existing wall including existing penthouses and do not extend beyond the height of the wall.
 - (3) No more than four (4) antennas are placed on a band per building wall plane.
 - (4) No part of the antenna, including the antenna and holding brackets, extends beyond two (2.0) feet from the face of the wall on which they are mounted.
 - (5) All wiring and conduits connecting to the antennas from the rooftop must be within the wall cavity, thus no exposed wire or conduits are permitted, other than the antenna wall brackets.
 - (6) All equipment shelters in non-residential districts shall either be completely enclosed or fully screened from the rooftop elevation. All equipment shelters in residential districts must be located within the primary structure on which the antennas are mounted or below grade level so as to minimize the visibility from the outside.
- b. Any application which does not meet the standards cited in Subsection (B)(19)(a) above shall require application of a conditional use permit in accordance to [Section 405.1070](#) and subject to the standards of [Section 405.470\(4\)](#), [Section 405.470\(5\)](#) and [Section 405.690](#).
- c. Consideration of an application shall meet applicable time limitations pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

B. 22. Disguised support structure.

- a. Any freestanding, manmade structure designed for support of antennae, the presence of which is camouflaged or concealed as an appropriately placed

architectural or natural feature. Such structures may include, but are not limited to, clock towers, observation towers, water towers, light standards, flagpoles, church steeples.

- b. The placement of disguised support structures, which:
 - (1) Do not require a new structure or addition; and
 - (2) Is permitted in the applicable zoning districts as a conditional use, may be administratively reviewed and approved by the Department of Community Development.
- c. The mounting of disguised support structure antennae shall not exceed the height limit established by the applicable zoning district regulations and each such antenna shall be concealed or disguised by architectural or natural elements or camouflaged by including, but not limited to, painting a color matching the surface to which they are attached. The location of all equipment, equipment shelters, wires, conduits and/or any other related accessories or devices shall either be completely situated within an existing structure or fully screened from view. Notwithstanding the items above, equipment shelters and related elements, in appropriate residential districts, must be located within the primary structure (on which the antennas are concealed or disguised) or below grade level. However, the equipment may be located in an addition to the primary structure, in which event a conditional use permit must be secured. Furthermore, other reasonable design standards or requirements, not listed or identified herein, may be required by the City as a condition of the administrative approval.
- ~~d. Any telecommunication equipment that is no longer in use for its original communication purposes shall be removed at the owner's expense.~~
- de. The location of such equipment shall not be placed closer than one hundred fifty (150) feet of any residential structure.
- ef. Should the Director of Community Development determine such an application does not meet the spirit, intent and conditions outlined above in [Subsections 405.460\(B\)\(22\)\(a\), \(b\) and/or \(c\)](#) and cannot be administratively approved, the application, as requested by the applicant, may be reviewed and acted on by the Planning and Zoning Commission and City Council as per the procedures in [Section 405.1070](#).
- f. Consideration of an application shall meet applicable time limitations pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.
- gd. Any telecommunication equipment that is no longer in use for its original communication purposes shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.

Section 3. In Section 405.470, Conditional Uses, subsections 4, 5 and 6 are revised to read as follows:

4. *Roof-mounted communication equipment (CC-517929) (conditional use in the "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" districts).*

a. Roof-mounted communication equipment shall not exceed fifteen (15) feet in height as measured from the roof of the building and shall meet the sky-exposure plane requirement in the applicable zoning district if applicable.

~~b. Prior to approval of roof-mounted communication equipment by the City Council, the applicant shall document their efforts to locate their communication equipment on an existing communication tower within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower is not feasible or not desirable.~~

be. The design of the communication equipment shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the communication equipment facilities with the surrounding natural setting and built environment.

cd. In addition to the requirements of [Section 405.1080](#), the site plan for the roof-mounted communication shall include the following information:

(1) Proposed type, number and location of antennas or other transmission equipment to be located on the building roof; and

(2) Location of any adjoining or surrounding residential districts or structures used for residential purposes.

de. Roof-mounted communication equipment shall not be installed on residential buildings or on buildings located on lots used for residential purposes.

~~_____ f. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment.~~

eg. Roof-mounted communication equipment shall not be located within one hundred fifty (150) feet of any residential structure.

fh. Signs, lighting, other than safety or hazard signs or lighting, shall not be placed on any roof-mounted communication equipment.

gf. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing

operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.

5. *Roof-mounted communication equipment (CC-517929) (conditional use in the "A" district).*
 - a. Roof-mounted communication equipment may be located in a residential parcel if the property is over twenty (20) acres and is primarily used as a public or private school or place of worship.
 - b. The location of the roof-mounted communication equipment shall be no less than three hundred (300) feet from any residential structure measured from the location of the proposed communication equipment.
 - c. Any equipment building, cabinet or similar elements serving the antenna must be located within the structure on which it is mounted or below grade level so as to minimize the visibility from the outside of said structure.
 - d. No antenna shall project above the existing height of the structure upon which it is mounted.
 - ~~e. Prior to approval of roof-mounted communication equipment by the City Council, the applicant shall document its efforts to locate its communication equipment on an existing communication tower or rooftop within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower or rooftop is not feasible or not desirable.~~
 - ef. The design of the communication equipment shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the communication equipment facilities with the surrounding natural setting and built environment.
 - fg. In addition to the requirements of [Section 405.1080](#), the site plan for the roof-mounted communication equipment shall include the following information:
 - (1) Proposed type, number and location of antennas or other transmission equipment to be located on the building roof; and
 - (2) Location of any adjoining or surrounding residential districts or structures used for residential purposes.
 - gh. Roof-mounted communication equipment shall not be installed on residential buildings or on buildings located on lots used for residential purposes.
 - ~~i. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the communication equipment owner's expense. The owner shall provide the City with a copy of its notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment.~~

- hj. Signs and lighting, other than safety or hazard signs or lighting, shall not be placed on any roof-mounted communication equipment.
 - jk. At the time of application for a conditional use permit, the owner of the subject property is required to provide the City a letter consenting to allow the co-location of up to three (3) communication service providers on the same structure and within the same equipment shelter.
 - i. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the communication equipment owner's expense. The owner shall provide the City with a copy of its notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.
6. *Communication towers--(NAICS 517210) (conditional use in the "A", "B", "C", "D", "AR", "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" districts).*
- a. A communication tower shall not exceed one hundred (100) feet in height except in the "LI" Light Industrial District.
 - b. A communication tower shall not be located on parcels of less than five (5) acres in size within the "A", "B", "C", "D" and "AR" Districts.
 - c. The communication tower shall be set back from the property line a minimum of one (1) foot for every foot of structure height or the distance required by the applicable zoning district, whichever is greater. No communication tower shall be located within two hundred (200) feet of any residential structure.
 - ~~d. Communication tower operators of any tower approved after the effective date of this Chapter shall provide for the co-location of other communications providers on their tower for reasonable compensation and shall make adequate space available for public safety communication antennas.~~
 - ~~e. Prior to approval of a communication tower by the City Council, the applicant shall document efforts to locate the proposed antenna on an existing communication tower within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower is not feasible.~~
 - df. The design of the tower shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the tower facilities with the surrounding natural setting and built environment and otherwise reduce the visibility of it.
 - eg. All accessory uses and any guy wire anchors or other supporting apparatus shall be subject to height and setback requirements generally

applicable to principal uses in the zoning district in which they are located. All guy wire anchor locations, equipment shelter structures or buildings, fencing and similar structures or improvements constituting accessory uses shall be located on the same parcel of land occupied by the communication tower.

- fh. In addition to the requirements of [Section 405.1080](#), the site plan for the communication tower shall include the following information:
- (1) Exact location of the tower and guy wire anchors or other supporting apparatus;
 - (2) Proposed type, number and location of antennas or other transmission equipment to be located on the tower; and
 - (3) Location of any adjoining residential districts or structures used for residential purposes.
 - (4) Location and number of evergreen plantings or other methods of screening provided for ground-based equipment.
- fi. ~~Any communication tower that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the tower and accessory structures. In case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations.~~
- gj. Signs, lighting, other than safety or hazard signs or lighting, shall not be placed on any communication tower, unless required by the FAA or other Federal or State authority.
- hk. A communication tower shall not be located closer than fifty (50) feet to any street right-of-way.
- il. The provisions of [Section 405.620](#) shall not apply to communication towers.
- j. ~~Any communication tower that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the tower and accessory structures. In case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations. Removal of existing equipment shall not be a condition of approval of any subsequent application.~~
- k. Changes to existing wireless facilities and/or support structures that are not "substantial modifications" as defined in Section 67.5092 RSMo, or

that only involve co-location of additional facilities or replacement of existing facilities, shall only be reviewed for conformance with applicable building permit requirements, National Electric Safety Codes, and recognized industry standards for structural safety, capacity, reliability and engineering, without any public hearing review, except that collocation to a certified historic structure as defined in Section 253.545 RSMo. shall not in any event be allowed except after public hearing and after 30 days has elapsed since submittal of the application.

Section 4. Section 405.620, Height Exceptions and Limitations, is revised to read as follows:

The height limitations stipulated in the applicable districts shall not apply to the following, provided that such structures are approved by the Planning and Zoning Commission in accordance with the provisions for site development plan approval in [Section 405.1080](#):

1. Air-conditioning units and similar mechanical equipment (provided that such equipment is installed within a screen wall);
2. Chimneys;
3. Church steeples;
4. Elevator towers;
5. Flagpoles;
6. Parapet walls;
7. Stacks;
8. Stage towers or scenery lofts;
9. Tanks;
10. ~~Electric~~Utility transmission towers;
11. Water towers; and
12. Antennas for ham radio operators.

~~13. Similar structures.~~

No structure shall be erected to a height that would encroach into or through any established public or private airport approach plan prepared in accordance with the criteria established by the Federal Aviation Administration. (R.O. 2008 §26-71; Ord. No. 1903 §1, 11-24-97)

Section 5. In Section 405.690, Utility Facilities, subsections B.1 and B.6 are revised to read as follows:

B. Facilities Permits.

1. Any person desiring to place facilities on private property other than roof-mounted communications equipment or communications towers (see Section 405.470) must first apply for and obtain a facilities permit in addition to any other building permit, license, easement, franchise or authorization required by law. The Director may design and make available standard forms for such applications, requiring such information as allowed by law and as the Director determines in his/her or her discretion to be necessary and consistent with the provisions of this [Section 405.690](#) and to accomplish the purposes of this [Section 405.690](#). Each application shall at minimum contain the following information, unless otherwise waived by the Director:
 - a. The name of the person on whose behalf the facilities are to be installed and the name, address and telephone number of a representative whom the City may notify or contact at any time (i.e., twenty-four (24) hours per day seven (7) days per week) concerning the facilities;
 - b. A description of the proposed work including a site plan and such plans or technical drawings or depictions showing the nature, dimensions, location and description of the facilities and their proximity to other facilities that may be affected by their installation.
6. *Appeals and alternative dispute resolution.*

- a. ~~Any person aggrieved by a final determination of the Director may appeal in writing to the City Administrator within five business (5) days thereof. The appeal shall assert specific grounds for review and the City Administrator shall render a decision on the appeal within fifteen (15) business days of its receipt affirming, reversing or modifying the determination of the Director. The City Administrator may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's determination shall be in writing and supported by findings establishing the reasonableness of the decision.~~ Any person aggrieved by the final determination of the ~~Director~~City Administrator may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days after the Director~~City Administrator~~'s final determination.
- b. ~~On agreement of the parties and in addition to any other remedies, any final decision of the City Administrator may be submitted to mediation or binding arbitration.~~
 - (1) ~~In the event of mediation, the City Administrator and the applicant shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties and each party shall pay its own costs, disbursements and attorney fees.~~

- (2) ~~In the event of arbitration, the City Administrator and the applicant shall agree to a single arbitrator. The costs and fees of the arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three (3) person arbitration panel consisting of one (1) arbitrator selected by the City Administrator, one (1) arbitrator selected by the applicant and one (1) person selected by the other two (2) arbitrators, in which case each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third (3rd) arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.~~

Section 6. In Section 405.1070, Conditional Use Permits, subsections D.1 is revised, a new subsection G is added, and existing subsection G is re-lettered to H and revised, all to read as follows:

D. Application Review Procedure.

1. *Zoning Administrator.* The Zoning Administrator shall receive the application and determine whether it complies with all applicable submission requirements. Upon an affirmative determination the Zoning Administrator shall promptly: (1) forward the application to the Planning and Zoning Commission, Mayor and City Council, (2) thereafter cause notice of the application to be publicly posted at the Government Center in the same manner as Commission meeting agendas, (3) cause a sign regarding the application to be posted on the affected property, and (4) cause the application to be made publicly available on the City website, all at least ten (10) days prior to the date of the meeting of the Planning and Zoning Commission at which the application is first considered. An application shall have been received and determined to be complete by the Zoning Administrator and the Zoning Administrator's review and accompanying coordinated review of the site concept and site development plan shall have been completed prior to date of the meeting of the Planning and Zoning Commission in order to be included on the agenda. The Zoning Administrator shall also prepare a staff analysis and report in conjunction with all applications being forwarded to the Planning and Zoning Commission, and shall submit such analysis and report to the Commission, Mayor and City Council in advance of the meeting at which the application is scheduled to be considered, and cause such analysis and report to be made publicly available on the City website in advance of that meeting.

~~*Note--The FCC has established that local governments must act on requests to collocate on a communications tower within ninety (90) days and on all other tower siting applications within one hundred fifty (150) days. See Declaratory Ruling, WT Docket No. 08-165, released November 18, 2009.*~~

- G. Time Limitations.* Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

HG. Expiration.

1. A conditional use permit granted by the City Council shall not be valid for a period longer than one (1) year from the date it is granted, unless within such period:
 - a. A building permit is obtained and substantial construction is begun; or
 - b. If a building permit is not required, an occupancy permit is obtained and the authorized use is commenced.
 - c. Notwithstanding the foregoing, a conditional use permit granted for a wireless communications facility or support structure shall not expire.
2. The City Council may grant extensions to the one (1) year period of not more than one hundred eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire. (R.O. 2008 §26-114; Ord. No. 1903 §1, 11-24-97; Ord. No. 2091 §2, 11-27-00; Ord. No. 5123 Exh. A, 2-22-10; Ord. No. 5165 §1, 12-13-10)

Section 7. In Section 405.1080, Site Concept, Site Development and Minor Site Plan Approval, a new subsection I is added, existing subsection I is re-lettered to J, and existing subsection J is re-lettered to K and revised, all to read as follows:

I. Time Limitations. Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

J. Conditions And Restrictions.

1. In approving a site concept, site development plan or minor site plan application, the Planning and Zoning Commission or City Council may impose conditions and restrictions and may vary the standards and prescribe development standards within the range of such discretion as prescribed elsewhere in this Chapter, so long as the general intent of this Chapter is carried out. In no event, however, shall any permitted use or use regulations be varied so as to make them less restrictive than prescribed in the district regulations contained in [Article VI](#) of this Chapter.
2. In its review and approval of a site concept, site development or minor site plan application for any zoning district, the Planning and Zoning Commission or City Council may increase the minimum requirements designated in the applicable Sections of this Chapter including, but not limited to, front yard, side yard or rear yard setbacks based upon its review of the individual site's topography, the building's orientation in relationship to street rights-of-way and adjoining properties, the building materials used and the mass and height of the building. The purpose of such increases in the minimum requirements is to minimize any adverse impacts of the proposed development on adjoining or nearby properties and the general community.

3. If the Planning and Zoning Commission or City Council imposes conditions or restrictions, it shall designate specific requirements which must be met before an applicant may be granted final approval of a site development plan or minor site plan and building and occupancy permits.
4. Failure to comply with any of these conditions or restrictions shall constitute a violation of this Chapter punishable as provided in [Section 405.1150](#) of this Chapter.

KJ. Period Of Validity For Site Concept Plan, Site Development Plan And Minor Site Plan Approval.

1. Site concept plans approved by the City of Creve Coeur shall be valid for a period of up to eight (8) years from the date of approval. After the eighth (8th) year, a site concept plan will no longer be valid unless an extension is granted as set forth below. The City of Creve Coeur may grant one (1), one (1) year extension prior to the expiration of the site concept plan upon written request of the applicant submitted to the City at least one hundred eighty (180) days prior to the expiration date and granted prior to the expiration date.
2. Upon such written request for a one (1) year extension, the Planning and Zoning Commission and City Council, when required, does, however, have the power to disapprove the extension or to attach new conditions to the extension, based upon any change in circumstances or changes in the City's ordinances since the time that the application was originally approved. Where the application for a one (1) year extension contains changes, which the City concludes substantially or materially alters the initial application, it shall refer the application to the Zoning Administrator who shall initiate a new site concept plan review procedure as stated in [Section 405.1080](#).
3. An application to amend an existing site concept plan may be submitted at least one hundred eighty (180) days before the date of expiration and granted prior to the expiration date. The City does, however, have the power to disapprove the application or to attach new conditions to the existing site concept plan, based upon any change in circumstances or changes in the City's ordinances since the time that the application was originally approved. Once the City of Creve Coeur has granted an amendment to an existing site concept plan which has not yet expired, such amended site concept plan is subject to a period of validity no longer than eight (8) years from the date of approval of the amended plan, unless a one (1) year extension is granted as set forth above. An application to amend an existing site concept plan shall be subject to the same procedures as an original application.
4. No site development plan or minor site plan approval by the Planning and Zoning Commission shall be valid for a period longer than twelve (12) months from the date it is approved, unless within such period a building permit is obtained and substantial construction is commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission and the City Council, when required, may grant extensions not exceeding twelve (12) months each upon written request of the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission has the power

in such cases to attach new conditions to its re-approval or disapprove the reapplication. Where the application for re-approval contains changes which the Commission concludes materially alter the initial application, it shall refer the application to the Zoning Administrator who shall initiate a new site development plan review procedure as stated in [Section 405.1080](#) or a new minor site plan review procedure as stated in [Section 405.1080](#).

5. Notwithstanding the foregoing, a site concept plan or site development plan approved for a wireless communications facility or support structure shall not expire.

Section 8. In Appendix B, provisions for Special Fees are revised to read as follows:

SPECIAL FEES

Note: City of Creve Coeur residents repairing/modifying their existing residential driveways will deposit in escrow five hundred dollars (\$500.00) for excavations in the City right-of-way.

1.	Board of Adjustment filing fee	\$ 50.00
	Reserve deposit for expenses	\$ 250.00
2.	Change of zoning filing fee	\$ 250.00
	Reserve deposit for public hearing and expenses	\$ 2,000.00
3.	Special permit (Ord. No. 838)	\$ 150.00
4.	Conditional use permit filing fee	\$ 250.00
	Reserve deposit for public hearing costs, mailings and administrative expenses	\$ 2,000.00*
5.	Site development/concept plan review fee	\$ 250.00
	Reserve deposit for public hearing costs, mailings and administrative expenses	\$ 2,000.00*
6.	Text amendment filing fee	\$ 200.00
	Reserve deposit for public hearing and administrative expenses	\$ 1,000.00*
7.	Public facility (Section 400.030) filing fee	\$ 250.00
8.	Telecommunication, cable television and fiber optic license application fee	\$ 500.00

Deposit for expenses at cost\$ 750.00

Under unique and extraordinary circumstances, reserve deposits may be reduced or waived if determined by the Director of Planning that such escrows are not warranted.

Total fees and expenses for wireless communications facilities and support structures shall not exceed \$1500 for new or substantially modified facilities, or \$500 for collocations.

Reserve deposits shall be used to recapture public hearing costs, statutory and procedural mailings, staff review time (hourly basis) and other administrative costs, as well as professional consultation fees.

~~Deposit for expenses at cost~~ ~~\$ 750.00~~

(Unused amount of deposit to be refunded to applicant and additional deposit may be required once original amount is exhausted.)

Section 9. In Section 515.040 of the Right-of-Way Usage Code, subsection A is revised to read as follows:

SECTION 515.040: REGISTRATION OF PERSON(S) HAVING FACILITIES WITHIN THE ROW

A. *Registration Required.*

2. Any person having or applying for a cable franchise from the City under the Cable Communications Regulatory Code or a Video Service Provider Authorization from the Missouri Public Service Commission must register hereunder. ~~Such a person maintains all rights, privileges and obligations established by its cable franchise and shall also remain subject to the Cable Communications Regulatory Code.~~ To the extent that any term of such person's cable franchise or video service authority conflicts with the Rights-of-Way Usage Code, the terms of the cable franchise or video service authority shall prevail. To the extent that the Cable Communications Regulatory Code conflicts with the Rights-of-Way Usage Code, the more stringent shall prevail.

Section 10. In Section 515.050 of the Right-of-Way Usage Code, subsection E is revised to read as follows:

SECTION 515.050: REGISTRATION PROCEDURES

E. *Termination Of Registration.*

1. The City shall have the right to terminate a registration for a substantial and ongoing failure to comply with this code or other applicable law or for defrauding or attempting to defraud the City. To invoke the provisions of this Section, the

Director shall give the person written notice of such intent. If within thirty (30) calendar days following such written notice from the City, the person has not completed corrective action or corrective action is not being actively and expeditiously pursued to the satisfaction of the Director, the Director may commence a proceeding to consider terminating the person's registration, giving written notice of the reasons therefor.

2. Prior to terminating a registration, the Director shall hold a hearing, after giving at least ten (10) calendar days' notice to the person, at which time the person shall be given an opportunity to be heard. Following the hearing, the Director may determine whether to terminate the registration based on the information presented at the hearing and other information of record. If the Director determines to terminate a registration, the decision shall be in writing setting forth the reasons therefor. The Director may make such decision conditional on a person's failure to resolve outstanding problems or take appropriate steps to resolve such problems within a specific period of time. A copy of such decision shall be provided to the person.
3. Once a registration has been terminated by the Director, the person may not register again except upon express written approval by the City Administrator, which approval shall be withheld absent clear and convincing evidence that the person has remedied all previous violations and is in full compliance with all laws and will not in the future violate this code or defraud the City.
4. Registration of a public utility that has been legally granted access to the Right of Way shall not be terminated.

Section 11. In Section 515.060 of the Right-of-Way Usage Code, subsection B.1 is revised to read as follows:

SECTION 515.060: RIGHTS-OF-WAY ("ROW") PERMITS

B. ROW Permit Application Review And Determination.

1. The Director shall promptly review each completed application for a ROW permit and shall grant or deny all such applications as provided herein within thirty-one (31) days of receipt of a completed application. If the Director fails to act on an application for ROW permit within thirty-one (31) days, the application shall be deemed approved. Unless the application is denied pursuant to Subsection (B)(7) hereof, the Director shall issue a ROW permit upon determining that the applicant:
 - a. Has submitted all necessary information,
 - b. Has paid the appropriate fees, and
 - c. Is in full compliance with this code and all other City ordinances.

In order to avoid excessive processing and accounting costs to either the City or the applicant, the Director shall have authority to establish procedures for bulk processing of applications and periodic payment of fees.

Section 12. Section 515.110 of the Right-of-Way Usage Code is revised to read as follows:

SECTION 515.110: DISPUTE RESOLUTIONS, APPEALS AND ARBITRATION

A. *Dispute Resolution By The Director.* The Director shall make a final determination as to any matter concerning the grant, denial or revocation of a ROW permit as provided in this code. On the request of an applicant or a ROW user and within a reasonable period of time, the Director also shall make a final determination as to any other issue relating to the use of the ROW, the imposition of any fee or the application of any provision of this code, provided however, that this review shall not apply to matters being prosecuted in court pursuant to [Section 515.070\(A\)\(2\)\(c\)](#) or [Section 515.100\(H\)](#) hereof. Any final determination of the Director shall be subject to review as provided herein.

~~B. *Appeals To The City Administrator.* Any person aggrieved by a final determination of the Director may appeal in writing to the City Administrator within five (5) business days thereof. The appeal shall assert specific grounds for review and the City Administrator shall render a decision on the appeal within fifteen (15) business days of its receipt affirming, reversing or modifying the determination of the Director. The City Administrator may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's determination shall be in writing and supported by written findings establishing the reasonableness of the decision.~~

~~BC.~~ *Chapter 536 Review.* Any person aggrieved by the final determination of the ~~Director~~ City Administrator may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days after the ~~Director~~ City Administrator's final determination.

~~D. *Arbitration And Mediation.*~~

- ~~1. On agreement of the parties and in addition to any other remedies, any final decision of the City Administrator may be submitted to mediation or binding arbitration.~~
- ~~2. In the event of mediation, the City Administrator and the applicant or ROW user shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties and each party shall pay its own costs, disbursements and attorney fees.~~
- ~~3. In the event of arbitration, the City Administrator and the applicant or ROW user shall agree to an arbitrator. The costs and fees of a single arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three (3) person arbitration panel consisting of one (1) arbitrator selected by the City Administrator, one (1) arbitrator selected by the applicant or ROW user and one (1) person selected by the other two (2) arbitrators, in which case each party shall bear the expense of its own arbitrator~~

~~and shall jointly and equally bear with the other party the expense of the third (3rd) arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.~~

Section 13. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: Bill No 5501 (1012 : Bill No. 5501 Amending Code - Wireless Facilities)

city
of

CREVE COEUR

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

June 17, 2014

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

Re: Request for a Text Amendment to revise Chapters 405 and 515 of the Code of Ordinance Regarding Wireless Communications Facilities and Support Structures

Honorable Mayor Glantz & Members of the City Council:

The Planning and Zoning Commission, at its meeting of June 16, 2014, reviewed a request for a text amendment to revise Chapters 405 and 515 of the Code of Ordinances to address changes in state law regarding wireless communications facilities and support structures.

By unanimous vote, the Planning Commission recommends approval of the proposed text amendment, as shown in the attached draft ordinance.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
 Planning & Zoning Commission

TM:wk

Cc: M.C. Perkins, City Administrator
 S. Unser, Chief Building Official

Attachment: P & Z chair letter for Bill No. 5501 (1012 : Bill No. 5501 Amending Code - Wireless Facilities)



city of CREVE COEUR

9.2.c

300 North New Ballas Road • Creve Coeur, Missouri 63141
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**APPLICATION TO PLANNING AND ZONING COMMISSION
#14-020, A TEXT AMENDMENT APPLICATION TO AMEND CHAPTERS 405
AND 515 OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR,
MISSOURI, TO ADDRESS CHANGES IN STATE LAW REGARDING WIRELESS
COMMUNICATIONS FACILITIES AND SUPPORT STRUCTURES.**

FOR THE MEETING OF: Monday, June 16, 2014

LOCATION: City-wide

REQUEST: The Director of Community Development, on behalf of the City of Creve Coeur, has submitted a request for a text amendment to revise Chapters 405 and 515 of the Code of Ordinances to address changes in state law regarding wireless communications facilities and support structures.

ADDITIONAL INFORMATION: The Missouri State Legislature adopted new regulations regarding telecommunications that will take effect August 28, 2014. The adopted changes are "intended to encourage and streamline the deployment of broadcast and broadband facilities".

Key Issues:

- Is this a reasonable exercise of zoning authority?
- Conformance with State Law.

Zoning Code References

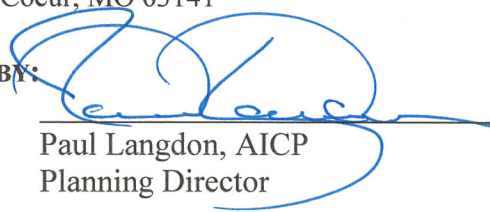
- Section 405.390, Planned Zoning Districts
- Section 405.460, Accessory Uses and Structures
- Section 405.470, Conditional Uses
- Section 405.620, Height Exceptions and Limitations,
- Section 405.690, Utility Facilities
- Section 405.1070, Conditional Use Permits
- 405.1080, Site Concept, Site Development and Minor Site Plan Approval

Building and Construction Code References

- Chapter 515, Right-of-Way Usage Code

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

REPORT PREPARED BY:


Paul Langdon, AICP
Planning Director

6/13/2014
Date

ATTACHMENTS: Draft Ordinance

Attachment: Staff report for Bill No. 5501 (1012 : Bill No. 5501 Amending Code - Wireless Facilities)

EXPLANATION

Unlike situations where customary practice or changes in the community have motivated changes in the Zoning Code, there are times when the actions of other levels of government make amendments necessary. It is important to remember that any authority held by the city has been passed down from the State. When the State government modifies that authority, the city is obliged to recognize it in action, and if necessary, in the municipal code.

In the 2013 Session, the Missouri General Assembly passed House Bill No. 331 which became effective August 28, 2013. The City of Liberty and others filed suit challenging the laws as violating various constitutional requirements. The 2013 Bill was enjoined by the Cole County Circuit Court and an appeal remains pending before the Missouri Supreme Court. However, in 2014, the Legislature revisited the matter and essentially readopted the same laws with minor changes and more distinct subjects and bill titles. These new Bills re-adopt and make many changes regarding telecommunications and will take effect August 28, 2014.

One such change is the adoption of the “Uniform Wireless Communications Infrastructure Deployment Act”. The Bill (SB650) states that it is “intended to encourage and streamline the deployment of broadcast and broadband facilities”. The 2014 Bill recaptures the 2013 changes and revises the existing Missouri statutes.

Specifically, Section 67.5094 imposes numerous restrictions on the municipality’s consideration of any application for wireless antenna and other facilities. A municipality may **not** do any of the following:

- 1) Require the applicant to submit information about its business, customer demand or quality of service.
- 2) Evaluate an application based on the availability of other potential locations for wireless support structure facilities. (This section also specifically prohibits consideration of an option to co-locate on an existing tower rather than construct a new tower. The subsection does, however, allow the municipality to require an applicant to state that it has conducted an analysis of available co-location opportunities, solely for the purpose of confirming that an applicant conducted the analysis, not whether it is accurate.) For certified historic structures, there is a required public hearing and a 30 day comment period.
- 3) Dictate the type of wireless facilities, infrastructure or technology to be used.
- 4) Require the removal of existing support structures or facilities as a condition for approval.
- 5) Impose any environmental testing with respect to radio frequency emissions.
- 6) Establish or enforce regulations regarding RF signal strength or the adequacy of service quality.
- 7) Establish or enforce any environmental safety regulations for wireless facilities that are in excess of OET Bulletin 65.
- 8) Reject any application based on radio frequency emissions.
- 9) Impose any restrictions with respect to navigable airspace that are greater than those of the FAA.
- 10) Prohibit the placement of emergency power systems.
- 11) Charge an application fee or other fee that is not required for similar types of commercial development. A co-location application fee is limited to \$500 and a new or substantially modified wireless support structure is limited to \$1,500.

- 12) Impose any surety requirements, including bonds, escrow deposits, letters of credit or other sureties to ensure that abandoned or unused facilities can be removed unless the municipality has similar requirements on other commercial development.
- 13) Condition the approval of an application based on an agreement to provide space on or near the structure for municipal services at less than market rate or provide any other services at less than market rate.
- 14) Limit the duration of the approval of an application.
- 15) Discriminate or create a preference based on ownership.
- 16) Impose any requirements regarding the appearance of facilities, including materials used, screening, landscaping “if such regulations or obligations are unreasonable”.
- 17) Impose any requirements that the applicant purchase or use any facilities owned by the municipality.
- 18) Condition the approval on the applicant’s agreeing to indemnify or insure the authority in connection with the municipality’s exercise of its police power-based regulations.
- 19) Condition or require the approval of an application based on an applicant’s agreement to permit any wireless facilities to be used, in whole or in part, by the municipality or any entity in which the municipality has any interest.

Section 67.5096 provides that, subject to the foregoing requirements, the authority may continue to exercise zoning, land use, planning and permitting authority. The section also sets forth numerous procedural requirements. For new wireless support structures, the municipality has 120 days from receipt of an application to approve or disapprove the application. If the municipality fails to act, then the application shall be deemed approved. If an application is incomplete, the municipality must notify the applicant within 30 days of the deficiencies and the applicant may cure the deficiencies within 30 days, in which case the 120 days is still counted from the initial date of the application. A written decision must be made on any application.

Section 67.5098 makes similar requirements as to “a substantial modification of a wireless support structure”.

Section 67.5100 makes similar requirements as to co-location applications or applications for replacement of wireless facilities. For these applications, zoning or land use requirements are not to be applied to the application. The municipality has only 45 days to consider co-location or replacement applications. The municipality has 15 days to notify the applicant in writing of the specific deficiencies in the application and the applicant then has 15 days to cure, in which case the 45 days runs from the date of the initial application. The municipality may not require the applicant to use existing poles owned or operated by a utility.

Section 67.5102 provides that a municipality may not institute a moratorium on new wireless support structures, substantial modifications of wireless support structures or co-locations for longer than 6 months in length and only if the municipality states reasonable grounds and good cause for such moratorium in its legislation. No moratorium shall affect pending applications. This section also provides that a municipality may not charge a wireless service provider any rental, license or fee for the use of its property in excess of the current market rates for rental or use of similarly situated property. If the applicant and municipality cannot agree on the applicable market rate, then the market rate shall be determined by a mutually agreeable certified appraiser at the applicant’s expense. If dissatisfied, either party can bring a court action for review, which shall be expedited. A municipality is prohibited from leasing or contracting to use public lands for a wireless support structure for any period less than 15 years in duration, unless otherwise agreed.

Section 67.5103 provides that these statutes do not grant an applicant the power of eminent domain or the right to compel the lease or sale of land or cause the co-location or expansion of a wireless facility.

Under the definition section of the Act, Section 67.5092, a “wireless facility” is defined as a set of equipment and network components, exclusive of the underlying wireless support structure, including, but not limited to, antennas, accessory equipment, transmitters, receivers, power supplies, cabling and associated equipment. A “wireless support structure” is defined as a structure, such as a monopole, tower, or building capable of supporting wireless facilities, not including utility poles. “Substantial modification” is defined as the mounting of a proposed wireless facility on a wireless support structure which increases the existing vertical height of the structure by more than ten percent or 20 feet, whichever is greater; or, involves adding to the body of the structure horizontally more than 20 feet or more than the width of the wireless support structure, whichever is greater. Substantial modification also involves installation of more than 4 new equipment cabinets or increasing the square footage of existing equipment by more than 1,250 square feet.

MOTION

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

“I move to approve Application #14-020, for various text amendments to Chapters 405 and 515 of the Code of Ordinances of the City of Creve Coeur, Missouri, to address recent changes in state law regarding wireless communications facilities and support structures.”

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: BUILDING AND CONSTRUCTION CODE

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

SUBSTITUTE BILL NO. ____**ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING CHAPTERS 405 AND 515 OF THE CODE OF ORDINANCES TO ADDRESS CHANGES IN STATE LAW REGARDING WIRELESS COMMUNICATIONS FACILITIES AND SUPPORT STRUCTURES.

WHEREAS, there have been changes in state law regarding local regulation of wireless communications facilities and support structures; and

WHEREAS, staff has applied for approval of related changes to the City's Zoning Code and Right-of-Way Usage Code, and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, June 16, 2014, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application regarding changes to the Zoning Code; 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

WHEREAS, the Planning and Zoning Commission reviewed and by a 6-0 vote recommended approval of the subject amendments to the Zoning Code at its meeting on Monday, June 16, 2014; 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 this Bill having been 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 approving the application would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and comply with the changes in state law regarding Sections 67.1830 et seq and 67.5090 et seq. RSMo (2014 SB 649, 650, 653, HB 1454),

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

Section 1. In Section 405.390, Planned Zoning Districts, subsections D.2.a(12) and D.2.b(15) are revised and a new subsection G.4 is added, to read as follows:

D.2.a(12) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.

D.2.b(15) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.

G4 Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

Section 2. In Section 405.460, Accessory Uses and Structures, subsections B19 and B22 are revised to read as follows:

B.19. Roof-mounted telecommunication equipment in the "A", "B", "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" zoning districts, subject to the following:

a. Administrative approval may be granted for the placement of roof-mounted telecommunication equipment, subject to the conditions outlined under [Sections 405.470\(4\)](#), [405.470\(5\)](#) and [405.690](#) and the following design standards:

- (1) An antenna is rectangular in shape, limited to a width of one and one-half (1.5) feet, height of six (6.0) feet and a depth of one (1.0) foot.
- (2) The antennas and band are mounted to the face of an existing wall including existing penthouses and do not extend beyond the height of the wall.
- (3) No more than four (4) antennas are placed on a band per building wall plane.
- (4) No part of the antenna, including the antenna and holding brackets, extends beyond two (2.0) feet from the face of the wall on which they are mounted.
- (5) All wiring and conduits connecting to the antennas from the rooftop must be within the wall cavity, thus no exposed wire or conduits are permitted, other than the antenna wall brackets.
- (6) All equipment shelters in non-residential districts shall either be completely enclosed or fully screened from the rooftop elevation. All equipment shelters in residential districts must be located within the primary structure on

which the antennas are mounted or below grade level so as to minimize the visibility from the outside.

b. Any application which does not meet the standards cited in Subsection (B)(19)(a) above shall require application ~~for~~ a conditional use permit in accordance to [Section 405.1070](#) and subject to the standards of [Section 405.470\(4\)](#), [Section 405.470\(5\)](#) and [Section 405.690](#).

c. Consideration of an application shall meet applicable time limitations pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

d. Any telecommunication equipment that is no longer in use for its original communication purposes shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.

B. 22. Disguised support structure.

a. Any freestanding, manmade structure designed for support of antennae, the presence of which is camouflaged or concealed as an appropriately placed architectural or natural feature. Such structures may include, but are not limited to, clock towers, observation towers, water towers, light standards, flagpoles, church steeples.

b. The placement of disguised support structures, which:

- (1) Do not require a new structure or addition; and
- (2) ~~are~~ permitted in the applicable zoning districts ~~as a conditional use~~,

may be administratively reviewed and approved by the Department of Community Development.

c. The mounting of disguised support structure antennae shall not exceed the height limit established by the applicable zoning district regulations and each such antenna shall be concealed or disguised by architectural or natural elements or camouflaged by including, but not limited to, painting a color matching the surface to which they are attached. The location of all equipment, equipment shelters, wires, conduits and/or any other related accessories or devices shall either be completely

situated within an existing structure or fully screened from view. Notwithstanding the items above, equipment shelters and related elements, in appropriate residential districts, must be located within the primary structure (on which the antennas are concealed or disguised) or below grade level. However, the equipment may be located in an addition to the primary structure, in which event a conditional use permit must be secured if required by this Code. Furthermore, other reasonable design standards or requirements, not listed or identified herein, may be required by the City as a condition of the administrative approval.

~~d. Any telecommunication equipment that is no longer in use for its original communication purposes shall be removed at the owner's expense.~~

de. The location of such equipment shall not be placed closer than one hundred fifty (150) feet of any residential structure.

ef. Should the Director of Community Development determine such an application does not meet the spirit, intent and conditions outlined above in Subsections 405.460(B)(22)(a), (b) and/or (c) and cannot be administratively approved, the application, as requested by the applicant, may be reviewed and acted on by the Planning and Zoning Commission and City Council as per the procedures in Section 405.1070.

f. Consideration of an application shall meet applicable time limitations pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

gd. Any telecommunication equipment that is no longer in use for its original communication purposes shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.

Section 3. In Section 405.470, Conditional Uses, subsections 4, 5 and 6 are revised to read as follows:

4. *Roof-mounted communication equipment (CC-517929) (conditional use in the "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" districts).*

a. Roof-mounted communication equipment shall not exceed fifteen (15) feet in height as measured from the roof of the building and shall meet the sky-exposure plane requirement in the applicable zoning district if applicable.

~~b. Prior to approval of roof-mounted communication equipment by the City Council, the applicant shall document their efforts to locate their communication equipment on an existing communication tower within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower is not feasible or not desirable.~~

be. The design of the communication equipment shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the communication equipment facilities with the surrounding natural setting and built environment.

cd. In addition to the requirements of [Section 405.1080](#), the site plan for the roof-mounted communication shall include the following information:

(1) Proposed type, number and location of antennas or other transmission equipment to be located on the building roof; and

(2) Location of any adjoining or surrounding residential districts or structures used for residential purposes.

de. Roof-mounted communication equipment shall not be installed on residential buildings or on buildings located on lots used for residential purposes.

~~f. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment.~~

eg. Roof-mounted communication equipment shall not be located within one hundred fifty (150) feet of any residential structure.

fh. Signs, lighting, other than safety or hazard signs or lighting, shall not be placed on any roof-mounted communication equipment.

gf. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the owner's expense. The

owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.

h. Changes to existing facilities and/or structures that are not "substantial modifications" as defined in Section 67.5092 RSMo, or that only involve collocation of additional facilities or replacement of existing facilities, shall only be reviewed for conformance with applicable building permit requirements, National Electric Safety Codes, and recognized industry standards for structural safety, capacity, reliability and engineering, without any public hearing review, except that collocation to a certified historic structure as defined in Section 253.545 RSMo. shall not in any event be allowed except after public hearing and after 30 days has elapsed since submittal of the application.

5. *Roof-mounted communication equipment (CC-517929) (conditional use in the "A" district).*

a. Roof-mounted communication equipment may be located in a residential parcel if the property is over twenty (20) acres and is primarily used as a public or private school or place of worship.

b. The location of the roof-mounted communication equipment shall be no less than three hundred (300) feet from any residential structure measured from the location of the proposed communication equipment.

c. Any equipment building, cabinet or similar elements serving the antenna must be located within the structure on which it is mounted or below grade level so as to minimize the visibility from the outside of said structure.

d. No antenna shall project above the existing height of the structure upon which it is mounted.

~~e. Prior to approval of roof-mounted communication equipment by the City Council, the applicant shall document its efforts to locate its communication equipment on an existing communication tower or rooftop within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower or rooftop is not feasible or not desirable.~~

ef. The design of the communication equipment shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the communication equipment facilities with the surrounding natural setting and built environment.

fg. In addition to the requirements of [Section 405.1080](#), the site plan for the roof-mounted communication equipment shall include the following information:

(1) Proposed type, number and location of antennas or other transmission equipment to be located on the building roof; and

(2) Location of any adjoining or surrounding residential districts or structures used for residential purposes.

~~gh.~~ Roof-mounted communication equipment shall not be installed on residential buildings or on buildings located on lots used for residential purposes.

~~i.—Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the communication equipment owner's expense. The owner shall provide the City with a copy of its notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment.~~

~~hj.~~ Signs and lighting, other than safety or hazard signs or lighting, shall not be placed on any roof-mounted communication equipment.

~~k.—At the time of application for a conditional use permit, the owner of the subject property is required to provide the City a letter consenting to allow the co-location of up to three (3) communication service providers on the same structure and within the same equipment shelter.~~

~~i. Any roof-mounted communication equipment that is no longer in use for its original communications purpose shall be removed at the communication equipment owner's expense. The owner shall provide the City with a copy of its notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the equipment. Removal of existing equipment shall not be a condition of approval of any subsequent application.~~

~~j. Changes to existing facilities and/or structures that are not "substantial modifications" as defined in Section 67.5092 RSMo, or that only involve collocation of additional facilities or replacement of existing facilities, shall only be reviewed for conformance with applicable building permit requirements, National Electric Safety Codes, and recognized industry standards for structural safety, capacity, reliability and engineering, without any public hearing review, except that collocation to a certified historic structure as defined in Section 253.545 RSMo. shall not in any event be allowed except after public hearing and after 30 days has elapsed since submittal of the application.~~

6. *Communication towers--(NAICS 517210) (conditional use in the "A", "B", "C", "D", "AR", "HE", "PH", "PO", "RO", "MX", "PC", "GC", "CB" and "LI" districts).*

a. A communication tower shall not exceed one hundred (100) feet in height except in the "LI" Light Industrial District.

b. A communication tower shall not be located on parcels of less than five (5) acres in size within the "A", "B", "C", "D" and "AR" Districts.

c. The communication tower shall be set back from the property line a minimum of one (1) foot for every foot of structure height or the distance required by the applicable zoning district, whichever is greater. No communication tower shall be located within two hundred (200) feet of any residential structure.

~~d. Communication tower operators of any tower approved after the effective date of this Chapter shall provide for the co-location of other communications providers on their tower for reasonable compensation and shall make adequate space available for public safety communication antennas.~~

~~e. Prior to approval of a communication tower by the City Council, the applicant shall document efforts to locate the proposed antenna on an existing communication tower within the City or in close proximity to the City. Such documentation shall also indicate why co-location on any existing tower is not feasible.~~

df. The design of the tower shall maximize use of building materials, colors, textures, screening and landscaping that effectively blend the tower facilities with the surrounding natural setting and built environment and otherwise reduce the visibility of it.

eg. All accessory uses and any guy wire anchors or other supporting apparatus shall be subject to height and setback requirements generally applicable to principal uses in the zoning district in which they are located. All guy wire anchor locations, equipment shelter structures or buildings, fencing and similar structures or improvements constituting accessory uses shall be located on the same parcel of land occupied by the communication tower.

fh. In addition to the requirements of [Section 405.1080](#), the site plan for the communication tower shall include the following information:

- (1) Exact location of the tower and guy wire anchors or other supporting apparatus;
- (2) Proposed type, number and location of antennas or other transmission equipment to be located on the tower; and
- (3) Location of any adjoining residential districts or structures used for residential purposes.
- (4) Location and number of evergreen plantings or other methods of screening provided for ground-based equipment.

~~_____i. Any communication tower that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the tower and accessory structures. In case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations.~~

~~gj.~~ Signs, lighting, other than safety or hazard signs or lighting, shall not be placed on any communication tower, unless required by the FAA or other Federal or State authority.

~~hk.~~ A communication tower shall not be located closer than fifty (50) feet to any street right-of-way.

~~il.~~ The provisions of [Section 405.620](#) and [Section 405.690](#) shall not apply to communication towers.

~~_____j. Any communication tower that is no longer in use for its original communications purpose shall be removed at the owner's expense. The owner shall provide the City with a copy of the notice to the FCC of intent to cease operations and shall be given ninety (90) days from the date of ceasing operations to remove the tower and accessory structures. In case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations. Removal of existing equipment shall not be a condition of approval of any subsequent application.~~

~~_____k. Changes to existing wireless facilities and/or support structures that are not "substantial modifications" as defined in Section 67.5092 RSMo, or that only involve collocation of additional facilities or replacement of existing facilities, shall only be reviewed for conformance with applicable building permit requirements, National Electric Safety Codes, and recognized industry standards for structural safety, capacity, reliability and engineering, without any public hearing review, except that collocation to a certified historic structure as defined in Section 253.545 RSMo, shall not in any event be allowed except after public hearing and after 30 days has elapsed since submittal of the application.~~

Section 4. Section 405.620, Height Exceptions and Limitations, is revised to read as follows:

The height limitations stipulated in the applicable districts shall not apply to the following, provided that such structures are approved by the Planning and Zoning Commission in accordance with the provisions for site development plan approval in [Section 405.1080](#):

1. Air-conditioning units and similar mechanical equipment (provided that such equipment is installed within a screen wall);

2. Chimneys;
3. Church steeples;
4. Elevator towers;
5. Flagpoles;
6. Parapet walls;
7. Stacks;
8. Stage towers or scenery lofts;
9. Tanks;
10. ~~Electric~~Utility transmission towers;
11. Water towers; and
12. Antennas for ham radio operators.

~~13. Similar structures.~~

No structure shall be erected to a height that would encroach into or through any established public or private airport approach plan prepared in accordance with the criteria established by the Federal Aviation Administration. (R.O. 2008 §26-71; Ord. No. 1903 §1, 11-24-97)

Section 5. In Section 405.690, Utility Facilities, subsections B.1 and B.6 are revised to read as follows:

B. Facilities Permits.

1. Any person desiring to place facilities on private property other than roof-mounted communications equipment or communications towers (see Section 405.470) must first apply for and obtain a facilities permit in addition to any other building permit, license, easement, franchise or authorization required by law. The Director may design and make available standard forms for such applications, requiring such information as allowed by law and as the Director determines in his/her or her discretion to be necessary and consistent with the provisions of this [Section 405.690](#) and to accomplish the purposes of this [Section 405.690](#). Each application shall at minimum contain the following information, unless otherwise waived by the Director:

a. The name of the person on whose behalf the facilities are to be installed and the name, address and telephone number of a representative whom the City may notify or contact at any time (i.e., twenty-four (24) hours per day seven (7) days per week) concerning the facilities;

b. A description of the proposed work including a site plan and such plans or technical drawings or depictions showing the nature, dimensions, location and description of the facilities and their proximity to other facilities that may be affected by their installation.

6. *Appeals and alternative dispute resolution.*

~~a. Any person aggrieved by a final determination of the Director may appeal in writing to the City Administrator within five business (5) days thereof. The appeal shall assert specific grounds for review and the City Administrator shall render a decision on the appeal within fifteen (15) business days of its receipt affirming, reversing or modifying the determination of the Director. The City Administrator may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's determination shall be in writing and supported by findings establishing the reasonableness of the decision.~~ Any person aggrieved by the final determination of the Director~~City Administrator~~ may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days after the Director~~City Administrator~~'s final determination.

~~b. On agreement of the parties and in addition to any other remedies, any final decision of the City Administrator may be submitted to mediation or binding arbitration.~~

~~(1) In the event of mediation, the City Administrator and the applicant shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties and each party shall pay its own costs, disbursements and attorney fees.~~

~~(2) In the event of arbitration, the City Administrator and the applicant shall agree to a single arbitrator. The costs and fees of the arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three (3) person arbitration panel consisting of one (1) arbitrator selected by the City Administrator, one (1) arbitrator selected by the applicant and one (1) person selected by the other two (2) arbitrators, in which case each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third (3rd) arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.~~

Section 6. In Section 405.1070, Conditional Use Permits, subsections D.1 is revised, a new subsection G is added, and existing subsection G is re-lettered to H and revised, all to read as follows:

D. Application Review Procedure.

1. *Zoning Administrator.* The Zoning Administrator shall receive the application and determine whether it complies with all applicable submission requirements. Upon an affirmative determination the Zoning Administrator shall promptly: (1) forward the application to the Planning and Zoning Commission, Mayor and City Council, (2) thereafter cause notice of the application to be publicly posted at the Government Center in the same manner as Commission meeting agendas, (3) cause a sign regarding the application to be posted on the affected property, and (4) cause the application to be made publicly available on the City website, all at least ten (10) days prior to the date of the meeting of the Planning and Zoning Commission at which the application is first considered. An application shall have been received and determined to be complete by the Zoning Administrator and the Zoning Administrator's review and accompanying coordinated review of the site concept and site development plan shall have been completed prior to date of the meeting of the Planning and Zoning Commission in order to be included on the agenda. The Zoning Administrator shall also prepare a staff analysis and report in conjunction with all applications being forwarded to the Planning and Zoning Commission, and shall submit such analysis and report to the Commission, Mayor and City Council in advance of the meeting at which the application is scheduled to be considered, and cause such analysis and report to be made publicly available on the City website in advance of that meeting.

~~*Note—The FCC has established that local governments must act on requests to collocate on a communications tower within ninety (90) days and on all other tower siting applications within one hundred fifty (150) days. See Declaratory Ruling, WT Docket No. 08-165, released November 18, 2009.*~~

~~*G. Time Limitations. Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq. RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.*~~

~~*HG. Expiration.*~~

1. A conditional use permit granted by the City Council shall not be valid for a period longer than one (1) year from the date it is granted, unless within such period:

- a. A building permit is obtained and substantial construction is begun; or
- b. If a building permit is not required, an occupancy permit is obtained and the authorized use is commenced.

c. Notwithstanding the foregoing, a conditional use permit granted for a wireless communications facility or support structure shall not expire.

2. The City Council may grant extensions to the one (1) year period of not more than one hundred eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire. (R.O. 2008 §26-114; Ord. No. 1903 §1, 11-24-97; Ord. No. 2091 §2, 11-27-00; Ord. No. 5123 Exh. A, 2-22-10; Ord. No. 5165 §1, 12-13-10)

Section 7. In Section 405.1080, Site Concept, Site Development and Minor Site Plan Approval, a new subsection I is added, existing subsection I is re-lettered to J, and existing subsection J is re-lettered to K and revised, all to read as follows:

I. *Time Limitations.* Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090 et seq., RSMo. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.

J. *Conditions And Restrictions.*

1. In approving a site concept, site development plan or minor site plan application, the Planning and Zoning Commission or City Council may impose conditions and restrictions and may vary the standards and prescribe development standards within the range of such discretion as prescribed elsewhere in this Chapter, so long as the general intent of this Chapter is carried out. In no event, however, shall any permitted use or use regulations be varied so as to make them less restrictive than prescribed in the district regulations contained in [Article VI](#) of this Chapter.

2. In its review and approval of a site concept, site development or minor site plan application for any zoning district, the Planning and Zoning Commission or City Council may increase the minimum requirements designated in the applicable Sections of this Chapter including, but not limited to, front yard, side yard or rear yard setbacks based upon its review of the individual site's topography, the building's orientation in relationship to street rights-of-way and adjoining properties, the building materials used and the mass and height of the building. The purpose of such increases in the minimum requirements is to minimize any adverse impacts of the proposed development on adjoining or nearby properties and the general community.

3. If the Planning and Zoning Commission or City Council imposes conditions or restrictions, it shall designate specific requirements which must be met before an applicant may be granted final approval of a site development plan or minor site plan and building and occupancy permits.

4. Failure to comply with any of these conditions or restrictions shall constitute a violation of this Chapter punishable as provided in [Section 405.1150](#) of this Chapter.

KJ. *Period Of Validity For Site Concept Plan, Site Development Plan And Minor Site Plan Approval.*

1. Site concept plans approved by the City of Creve Coeur shall be valid for a period of up to eight (8) years from the date of approval. After the eighth (8th) year, a site concept plan will no longer be valid unless an extension is granted as set forth below. The City of Creve Coeur may grant one (1), one (1) year extension prior to the expiration of the site concept plan upon written request of the applicant submitted to the City at least one hundred eighty (180) days prior to the expiration date and granted prior to the expiration date.

2. Upon such written request for a one (1) year extension, the Planning and Zoning Commission and City Council, when required, does, however, have the power to disapprove the extension or to attach new conditions to the extension, based upon any change in circumstances or changes in the City's ordinances since the time that the application was originally approved. Where the application for a one (1) year extension contains changes, which the City concludes substantially or materially alters the initial application, it shall refer the application to the Zoning Administrator who shall initiate a new site concept plan review procedure as stated in [Section 405.1080](#).

3. An application to amend an existing site concept plan may be submitted at least one hundred eighty (180) days before the date of expiration and granted prior to the expiration date. The City does, however, have the power to disapprove the application or to attach new conditions to the existing site concept plan, based upon any change in circumstances or changes in the City's ordinances since the time that the application was originally approved. Once the City of Creve Coeur has granted an amendment to an existing site concept plan which has not yet expired, such amended site concept plan is subject to a period of validity no longer than eight (8) years from the date of approval of the amended plan, unless a one (1) year extension is granted as set forth above. An application to amend an existing site concept plan shall be subject to the same procedures as an original application.

4. No site development plan or minor site plan approval by the Planning and Zoning Commission shall be valid for a period longer than twelve (12) months from the date it is approved, unless within such period a building permit is obtained and substantial construction is commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission and the City Council, when required, may

grant extensions not exceeding twelve (12) months each upon written request of the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission has the power in such cases to attach new conditions to its re-approval or disapprove the reapplication. Where the application for re-approval contains changes which the Commission concludes materially alter the initial application, it shall refer the application to the Zoning Administrator who shall initiate a new site development plan review procedure as stated in [Section 405.1080](#) or a new minor site plan review procedure as stated in [Section 405.1080](#).

5. Notwithstanding the foregoing, a site concept plan or site development plan approved for a wireless communications facility or support structure shall not expire.

Section 8. In Appendix B, provisions for Special Fees are revised to read as follows:

SPECIAL FEES

Note: City of Creve Coeur residents repairing/modifying their existing residential driveways will deposit in escrow five hundred dollars (\$500.00) for excavations in the City right-of-way.

1.	Board of Adjustment filing fee	\$ 50.00
	Reserve deposit for expenses	\$ 250.00
2.	Change of zoning filing fee	\$ 250.00
	Reserve deposit for public hearing and expenses	\$ 2,000.00
3.	Special permit (Ord. No. 838)	\$ 150.00
4.	Conditional use permit filing fee	\$ 250.00
	Reserve deposit for public hearing costs, mailings and administrative expenses	\$ 2,000.00*
5.	Site development/concept plan review fee	\$ 250.00
	Reserve deposit for public hearing costs, mailings and administrative expenses	\$ 2,000.00*
6.	Text amendment filing fee	\$ 200.00

Reserve deposit for public hearing and administrative expenses \$
1,000.00*

7. Public facility (Section 400.030) filing fee \$ 250.00

8. Telecommunication, cable television and fiber optic license
application fee \$ 500.00

Deposit for expenses at cost \$ 750.00

*Under unique and extraordinary circumstances, reserve deposits may be reduced or waived if determined by the Director of Planning that such escrows are not warranted.

Total fees and expenses for wireless communications facilities and support structures shall not exceed \$1500 for new or substantially modified facilities, or \$500 for collocations.

Reserve deposits shall be used to recapture public hearing costs, statutory and procedural mailings, staff review time (hourly basis) and other administrative costs, as well as professional consultation fees.

~~Deposit for expenses at cost \$ 750.00~~

(Unused amount of deposit to be refunded to applicant and additional deposit may be required once original amount is exhausted.)

Section 9. In Section 515.040 of the Right-of-Way Usage Code, subsection A is revised to read as follows:

**SECTION 515.040: REGISTRATION OF PERSON(S) HAVING FACILITIES
WITHIN THE ROW**

A. Registration Required.

2. Any person having or applying for a cable franchise from the City under the Cable Communications Regulatory Code or a Video Service Provider Authorization from the Missouri Public Service Commission must register hereunder. ~~Such a person maintains all rights, privileges and obligations established by its cable franchise and shall also remain subject to the Cable Communications Regulatory Code.~~ To the extent that any term of such person's cable franchise or video service authority conflicts with the Rights-of-Way Usage Code, the terms of the cable franchise or video service authority

shall prevail. To the extent that the Cable Communications Regulatory Code conflicts with the Rights-of-Way Usage Code, the more stringent shall prevail.

Section 10. In Section 515.050 of the Right-of-Way Usage Code, subsection E is revised to read as follows:

SECTION 515.050: REGISTRATION PROCEDURES

E. *Termination Of Registration.*

1. The City shall have the right to terminate a registration for a substantial and ongoing failure to comply with this code or other applicable law or for defrauding or attempting to defraud the City. To invoke the provisions of this Section, the Director shall give the person written notice of such intent. If within thirty (30) calendar days following such written notice from the City, the person has not completed corrective action or corrective action is not being actively and expeditiously pursued to the satisfaction of the Director, the Director may commence a proceeding to consider terminating the person's registration, giving written notice of the reasons therefor.

2. Prior to terminating a registration, the Director shall hold a hearing, after giving at least ten (10) calendar days' notice to the person, at which time the person shall be given an opportunity to be heard. Following the hearing, the Director may determine whether to terminate the registration based on the information presented at the hearing and other information of record. If the Director determines to terminate a registration, the decision shall be in writing setting forth the reasons therefor. The Director may make such decision conditional on a person's failure to resolve outstanding problems or take appropriate steps to resolve such problems within a specific period of time. A copy of such decision shall be provided to the person.

3. Once a registration has been terminated by the Director, the person may not register again except upon express written approval by the City Administrator, which approval shall be withheld absent clear and convincing evidence that the person has remedied all previous violations and is in full compliance with all laws and will not in the future violate this code or defraud the City.

4. Registration of a public utility that has been legally granted access to the Right of Way shall not be terminated.

Section 11. In Section 515.060 of the Right-of-Way Usage Code, subsection B.1 is revised to read as follows:

SECTION 515.060: RIGHTS-OF-WAY ("ROW") PERMITS

B. ROW Permit Application Review And Determination.

1. The Director shall promptly review each completed application for a ROW permit and shall grant or deny all such applications as provided herein within thirty-one (31) days of receipt of a completed application. If the Director fails to act on an application for ROW permit within thirty-one (31) days, the application shall be deemed approved. Unless the application is denied pursuant to Subsection (B)(7) hereof, the Director shall issue a ROW permit upon determining that the applicant:

- a. Has submitted all necessary information,
- b. Has paid the appropriate fees, and
- c. Is in full compliance with this code and all other City ordinances.

In order to avoid excessive processing and accounting costs to either the City or the applicant, the Director shall have authority to establish procedures for bulk processing of applications and periodic payment of fees.

Section 12. Section 515.110 of the Right-of-Way Usage Code is revised to read as follows:

SECTION 515.110: DISPUTE RESOLUTIONS, APPEALS AND ARBITRATION

A. *Dispute Resolution By The Director.* The Director shall make a final determination as to any matter concerning the grant, denial or revocation of a ROW permit as provided in this code. On the request of an applicant or a ROW user and within a reasonable period of time, the Director also shall make a final determination as to any other issue relating to the use of the ROW, the imposition of any fee or the application of any provision of this code, provided however, that this review shall not apply to matters being prosecuted in court pursuant to [Section 515.070\(A\)\(2\)\(c\)](#) or [Section 515.100\(H\)](#) hereof. Any final determination of the Director shall be subject to review as provided herein.

~~B. *Appeals To The City Administrator.* Any person aggrieved by a final determination of the Director may appeal in writing to the City Administrator within five (5) business days~~

~~thereof. The appeal shall assert specific grounds for review and the City Administrator shall render a decision on the appeal within fifteen (15) business days of its receipt affirming, reversing or modifying the determination of the Director. The City Administrator may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's determination shall be in writing and supported by written findings establishing the reasonableness of the decision.~~

BC. *Chapter 536 Review.* Any person aggrieved by the final determination of the ~~Director~~City Administrator may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days after the ~~Director~~City Administrator's final determination.

~~D.—Arbitration And Mediation:~~

~~—1.—On agreement of the parties and in addition to any other remedies, any final decision of the City Administrator may be submitted to mediation or binding arbitration.~~

~~—2.—In the event of mediation, the City Administrator and the applicant or ROW user shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties and each party shall pay its own costs, disbursements and attorney fees.~~

~~—3.—In the event of arbitration, the City Administrator and the applicant or ROW user shall agree to an arbitrator. The costs and fees of a single arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three (3) person arbitration panel consisting of one (1) arbitrator selected by the City Administrator, one (1) arbitrator selected by the applicant or ROW user and one (1) person selected by the other two (2) arbitrators, in which case each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third (3rd) arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.~~

Section 13. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO

PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK, MPCC



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Agreement
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE (ID # 1013)

**Bill No. 5502 - an Ordinance of the City Council of the City of
Creve Coeur, Missouri, Authorizing the Execution of a
Municipal Housing and Community Development
Cooperation Agreement with St. Louis County Related to the
Community Development Block Grant Program for Fiscal
Years 2015-2017. Final Reading and Passage**

City staff recommends the execution of a cooperation agreement with St. Louis County to continue participation in the Community Development Block Grant (CDBG) program for the 2015, 2016, and 2017 fiscal years.

Ordinance

Meeting of July 14, 2014

BILL No. 5502

ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT WITH ST. LOUIS COUNTY RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2015-2017.

WHEREAS, the City of Creve Coeur plans to apply periodically for federal funding to assist with the cost of accessibility improvements; and

WHEREAS, the Community Development Block Grant (CDBG), provided by the Department of Housing and Urban Development (HUD) and administered by St. Louis County, makes this funding available to participating municipalities; and

WHEREAS, the attached "Exhibit A" is a required agreement with St. Louis County whereby the City commits to following specific regulations outlined within the CDBG program;

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

Section 1: The Municipal Housing and Community Development Cooperation Agreement between St. Louis County and the City regarding the City complying with the regulations of the CDBG Program, attached hereto as "Exhibit A," is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. 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 Section 3.11(g) of the City Charter.

Adopted this 14th day of July 2014.

Charlotte D'Alfonso
President of City Council

Approved this 14th day of July 2014.

Barry Glantz
Mayor

Attachment: Bill No. 5502 [Revision 1] (1013 : Bill No. 5502 CDBG for FY 15 - 17)

Attest:

Deborah Ryan, MRCC
City Clerk

EXHIBIT A

**MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT
COOPERATION AGREEMENT
FOR FISCAL YEARS 2015-2017**

THIS MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT (hereinafter referred to as the “Agreement”), made and entered into this ____ day of _____, 2014, by and between **ST. LOUIS COUNTY, MISSOURI**, (herein referred to as “County”), and the ____ City ____ of ____ Creve Coeur ____, Missouri, (herein referred to as “Municipality”).

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (herein referred to as the “Act”) providing federal funds to units of local government for the purposes of developing urban communities and improving housing conditions and community services; and

WHEREAS, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act; and

WHEREAS, County and Municipality have enacted ordinances authorizing their chief executive officer to execute the Agreement and Supplemental Cooperation Agreements, and

Rev. 05/14

WHEREAS, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1979 County Charter provides that the County Council may by ordinance authorize contracts between County and an incorporated area for a common service; and

WHEREAS, County and Municipality desire to undertake a cooperative community development program in accordance with the Act;

NOW, THEREFORE, County and Municipality mutually agree as follows:

1. County and Municipality hereby agree to cooperate to undertake, or assist in undertaking, community renewal, lower income housing assistance and emergency shelter activities, specifically urban renewal, publicly assisted housing and emergency shelters. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Comprehensive Housing Affordability Strategy as submitted in County's Consolidated Plan provided to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"). Moreover, Municipality may undertake lower income housing activities authorized pursuant to the National Affordable Housing Act of 1990 (hereinafter referred to as "NAHA") and activities relating to emergency shelters in accordance with County's Consolidated Plan.

These community development, housing and emergency shelter activities will be carried out with funds received by County from annual Community Development Block Grants (hereinafter "CDBG") made pursuant to the Act, annual HOME allocations made pursuant to NAHA, from Emergency Solutions Grants Program funds, and from any program income generated from the expenditure of such funds.

Such funds shall be made available to Municipality for the purpose of undertaking community development activities, this AGREEMENT covering the CDBG Entitlement Program, the HOME allocations made pursuant to NAHA, and the Emergency Solutions Grants program. Community development activities will be undertaken in accordance with the terms and conditions of the Agreement and Supplemental Cooperation Agreements. HOME funds will be made available through a public solicitation process to nonprofit and for profit development entities who desire to undertake activities as specified in the County's HOME Program Description. County has final responsibility for selecting eligible projects and filing annual Statements and Program Descriptions under the CDBG HOME, and Emergency Solutions Grants programs respectively.

2. Municipality, by the execution of the Agreement, agrees to have its demographic data as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include Municipality as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act.

3. Funds allocated by HUD to County by reason of Municipality's execution of the Agreement shall be deposited with the County Treasurer in accordance with HUD Regulations and may be made available to Municipality for community development programs mutually agreed to by County and Municipality and covered by Supplemental Cooperation Agreements.

4. Municipality agrees to comply with any and all applicable provisions of the Act and any and all applicable regulations including Subpart K of 24 CFR 570 and guidelines pertaining heretofore or hereafter promulgated by HUD.

5. County and Municipality each agree to comply and act in conformance with, as well as, take all actions necessary to assure compliance with, County's certification required by Section 104 (b) of Title I of the Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, and other applicable laws and to affirmatively further fair housing.

By entering into this Agreement, Municipality affirms that it affirmatively furthers fair housing within its own jurisdiction, and further agrees that if Municipality impedes County's actions to comply with any fair housing certification the County may achieve, that County may cease funding for activities in or in support of Municipality under this Agreement. County shall not fund Municipality if Municipality does not affirmatively further fair housing.

6. Whenever Municipality uses CDBG funds in an amount of less than \$25,000 in whole or in part to acquire or improve real property, Municipality shall inform County in a timely manner of any modification or change in use of the real property from that planned at the time of acquisition or improvements by municipality, including property disposition. If Municipality sells or transfers such property, Municipality shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-CDBG funds).

Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the County; or
- (ii) Is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out or change of status, or termination of this Agreement shall be treated according to the provisions for program income applicable to CDBG's set out in the Code of Federal Regulations and the Agreement.

7. County, HUD, Comptroller General of the United states, or any other state or federal agency or their authorized representative shall be allowed the right of access to and the right to examine all books, records, documents, and other supporting documents involving any and all transactions and matters related to this contract at all times during which the provisions of the Agreement and Supplemental Cooperation Agreements are in effect and for such period of time that Municipality is required to preserve such records and documents under the provisions of the Act and all regulations adopted pursuant thereto. County and Municipality shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

8. Municipality understands and agrees that all of the said community development activities undertaken by Municipality shall only be funded by monies received by County pursuant to the formula allocation as set forth in Section 106 of the Act, or unless received by special grant as determined by County.

9. Municipality shall inform County of any and all income generated by the expenditure of CDBG funds received by Municipality, from any source whatsoever. Such program income shall be returned to County.

In addition to program income, upon the expiration of this AGREEMENT, MUNICIPALITY shall transfer to COUNTY any accounts receivable attributable to the use of CDBG funds.

County and Municipality agree that County has the responsibility for monitoring and reporting to HUD on the use of any such program income. Accordingly, Municipality shall comply with such record keeping and reporting directions as may be required of Municipality by County for the specific purpose of allowing County to monitor program income and report to HUD concerning use of program income. In the event of a closeout or change in status of Municipality, any program income not yet paid to County, or disbursed to Municipality and on hand or received by Municipality subsequent to the closeout or change in status shall be paid to County.

10. County agrees to assume responsibility for the preparation of the Consolidated Plan in order to secure funds under the Act, and the administration, monitoring, and evaluation of the community development activities stipulated in Supplemental Cooperation Agreements.

11. Municipality certifies that the Community Development Grant as implemented by the Supplemental Cooperation Agreements gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community development need, but that not less than seventy percent (70%) of funds received shall be used for activities that benefit low and moderate income persons.

12. County and Municipality agree to undertake, begin, and complete the community development activities specified in Supplemental Cooperation Agreements in accordance with the Act, the rules, regulations, including subpart K of 24 CFR 570 and guidelines promulgated by HUD both now and in the future and in accordance with the terms and conditions specified in the Agreement and all Supplemental Cooperation Agreements, thereto, to-wit:

- A. Municipality agrees to establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.
- B. Municipality agrees to maintain books, records, documents, and other evidence of accounting procedures and practices, records of property purchased, and personnel and financial records, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred during the performance of the Agreement and Supplemental Cooperation Agreements. In addition, Municipality agrees to prepare and maintain such documents and reports as may be required by County for the preparation of reports required by the Act and HUD.

Municipality agrees to preserve and make available the records as follows:

- (1) All documents for any program activity for a three year period following the submission of the last expenditure report.
 - (2) For such longer period of time, if any, as is required by applicable federal or state statute, by regulation promulgated by HUD, by other clauses of the Agreements and supplemental cooperation agreements, or by (a) or (b) below:
 - (a) Records which related to (i) appeals under the disputes clause of this Agreement, or (ii) litigation or the settlement of claims arising out of the performance of this Agreement, or (iii) unresolved audit findings shall be retained until such appeals, litigation, claims or audit proceedings have been concluded.
 - (b) If nonexpendable property has been acquired with the contract funds, the records pertaining to the acquisition of such property shall be retained for three years after its disposition or replacement or transfer. Electronic copies of original records may be kept in lieu of the original documents providing the administering agency has first authorized the substitution of the electronic copies in writing.
- C. County will maintain books, records, documents, and other evidence of accounting procedures and practice sufficient to:
- (1) Reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Agreement and Supplemental Cooperation Agreements.
- D. Municipality agrees to conform its record keeping done in conjunction with the activities covered by the Agreement with the requirements of the Single Audit Act of 1984 and OMB A-133.

13. Changes in specific community development activities as outlined in Supplemental Cooperation Agreements may be requested from time to time by either County or Municipality and, if mutually agreed upon by and between Municipality and County, shall be incorporated in a written amendment to the Supplemental Cooperation Agreement. If such changes include the undertaking of a new activity, Municipality shall provide citizens with an opportunity to comment on such changes, consider any comments and, if municipality deems appropriate, modify the changes.

14. Funding available through the Supplemental Cooperation Agreements may be combined with funding from other sources in order to carry out activities stipulated in the Supplemental Cooperation Agreements. An executed contract or equivalent proof of such funding must be provided to and approved by County before disbursements of funds is authorized.

15. Municipality shall not expend or commit to expend program funds in excess of those funds authorized by the Supplemental Cooperation Agreements.

16. None of the work or services covered by the Agreement and Supplemental Cooperation Agreements shall be subcontracted without the prior written approval of County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of the Agreement and Supplemental Cooperation Agreements.

In the case of any subcontract for work with a private contractor concurred in by County, Municipality shall record and retain for three years from the date of final payment records pursuant to the St. Louis County Community Development Procedures Manual.

County and Municipality agree that County has the right and responsibility and may resolve disputes between Municipality and any contractor which contracts with Municipality for work performed pursuant to this Agreement, when County believes it is in the best interest of the Community Development Block Grant Program. Municipality and any of its contractors will be so informed of the COUNTY's belief in writing by the Program Director of County's Office of Community Development. All contracts between MUNICIPALITY and any contractor performing work pursuant to this AGREEMENT shall contain a provision in accord with this section, but the failure of any such contracts to include such provision shall not vitiate the right of COUNTY to enforce the provision referred to in this section.

17. Municipality shall not assign any interest in the Agreement or Supplemental Cooperation Agreements and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of County thereto: provided, however, that claims for money due or to become due the Municipality from County under the Agreement and Supplemental Cooperation Agreements may be assigned to a bank, trust company, or other financial institution with written approval of the County.

Furthermore, County and Municipality may not sell, trade, or otherwise transfer all or any portion of such funds to another such

metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

18. No member, officer, or employee of Municipality, or its designees or agents, and no other public official of the governing body of the locality in which the program is situated who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement and Supplemental Cooperation Agreements. Municipality shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

19. County and Municipality agree that the Agreement and all Supplemental Cooperation Agreements thereto shall remain in effect until CDBG funds and income received with respect to the three-year qualification period (and any successive qualification periods) are expended and the funded activities completed, and that COUNTY and MUNICIPALITY may not terminate or withdraw from this AGREEMENT while the AGREEMENT remains in effect.

20. Pursuant to 24 CFR 570.501(b), Municipality is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

21. Municipality hereby agrees that in conducting the program funded under the Act, no part of the program will involve political activities, and Municipality further agrees that neither the program nor the funds provided under the Agreement and Supplemental Cooperation Agreements, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Title 5, Chapter 15 of the United States Code.

22. County and Municipality agree to comply with the provisions of the National Environmental Policy Act of 1969, Executive Order 11988 and 24 CFR Part 52 insofar as the provisions of such act apply to the activities listed in Supplemental Cooperation Agreements. County will assume responsibility for preparing Environmental Assessments and Environmental Impact Statements as required.

23. Municipality agrees to comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations in 24 CFR 42 as they apply to the activities listed in Supplemental Cooperation Agreements.

24. Municipality agrees to comply with 24 CFR Section 570.603: Labor Standards applicable to construction work financed in whole or in part with Community Development Block Grants.

25. The Agreement and Supplemental Cooperation Agreements are entered into subject to compliance by Municipality and County with all provisions of the Constitution and laws of the United States and the State of Missouri and with the Charter and Ordinances of St. Louis County and Municipality as the same shall apply hereunder.

26. Municipality shall comply with all applicable provisions of the Act, rules, regulations, including subpart K of 24 CFR 470 and guidelines promulgated by the Secretary of the Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circulars OMB A-87 and OMB A-133 and "Uniform Administrative Requirements For Grants and Cooperation Agreements to State and Local Governments" as are set out at 24 CFR Part 85 as per 570.502(a).

27. Municipality agrees to defend, protect, indemnify, and hold harmless the County from all attorneys' fees, costs, expenses, and damages arising directly and exclusively out of any failure of Municipality to comply with all applicable federal and state laws and regulations enacted in the future as the same may apply to the subject matter of the Agreement and Supplemental Cooperation Agreements and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any injury to persons or property directly and exclusively caused by Municipality, its officers, agents, employees or independent contractors, in the performance of any of the community development activities authorized under the Act;

provided, however, County shall notify Municipality in writing, and immediately upon receipt by County of any notice of claim asserted or to be asserted against County, arising out of any of the foregoing matters, and shall tender to Municipality the right to defend or control the defense of such claim, and shall fully cooperate with Municipality in attending hearings and trials, securing evidence, and obtaining the attendance of witnesses and in the conduct of any legal proceedings.

28. County and Municipality agree that should Municipality engage in any activity which leads to a finding by HUD that County make repayments of CDBG funds to HUD, the repayment will be made from the Municipality's allocation.

29. MUNICIPALITY agrees that it shall be the responsibility of MUNICIPALITY to ensure that all goods, services, and/or work procured and/or performed under this AGREEMENT shall conform to and be performed in compliance with the Americans With Disabilities Act of 1990. In any contract between MUNICIPALITY and any firm, corporation, business or person providing services to MUNICIPALITY using funds emanating from this AGREEMENT or any supplemental agreement hereto, MUNICIPALITY agrees that such contracts shall obligate such firms, corporations, businesses or persons, in case of non-compliance, to replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.

30. MUNICIPALITY agrees that during the term of this AGREEMENT MUNICIPALITY shall not apply for grants under the Small Cities or State of Missouri CDBG Program.

MUNICIPALITY further agrees that it shall not participate in a HOME consortium except through COUNTY, regardless of whether COUNTY receives a HOME formula allocation.

MUNICIPALITY further agrees that it will only apply for, and that it will only receive its allocation of HOME Program funds and Emergency Solutions Grant funds, through COUNTY.

31. At the option of COUNTY, this AGREEMENT may be automatically renewed for participation in successive three-year qualification periods, unless MUNICIPALITY provides written notice that it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification notice for the next qualification period, COUNTY shall notify MUNICIPALITY in writing of its right to make such election. Failure by either COUNTY or MUNICIPALITY to adopt such amendment to this AGREEMENT incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendments to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

32. MUNICIPALITY hereby affirms that it has adopted and is enforcing:

- i. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
- ii. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within such jurisdictions.

IN WITNESS WHEREOF, the parties have signed this Agreement on the
day and year first above written.

City of Creve Coeur
MUNICIPALITY

ST. LOUIS COUNTY, MISSOURI

by: _____
Barry Glantz
Title: Mayor
Chief Elected Official

by: _____
County Executive

Attest: _____
Municipal Clerk

Attest: _____
Administrative Director

Approved as to legal form:

Approved:

Municipal Attorney

Director Department of Planning

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum, in accordance with Paragraph 20 of this Municipal Housing and Community Development Cooperation Agreement between Municipality and St. Louis County dated as referenced in Paragraph 5 of this Agreement.

Accounting Officer

It is my opinion that the terms of this COOPERATION AGREEMENT are fully authorized under State and local law and that St. Louis County possesses full legal authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. This document is approved as to legal form.

County Counselor



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: June 17, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation for Approval
Community Development Block Grant Cooperation Agreement

The City of Creve Coeur has used the Community Development Block Grant (CDBG) program to supplement its efforts to make municipal facilities and rights of way accessible to all users. The City typically receives annual grant aid from the CDBG program in the form of \$20,000.00 reimbursement for improvement costs.

St. Louis County, the administrator of the CDBG program for this area, has requested that the City sign a new three-year cooperation agreement in order to continue to participate in the program. This agreement essentially renews the existing agreement for the 2015, 2016, and 2017 fiscal years. The current agreement, signed in 2011, will expire at the end of the 2014 fiscal year.

There is one significant change in the new agreement, although it should not impact the City in practice. A new provision has been added to the agreement that prohibits trading or selling the grant aid to other communities for funds or other compensation. Staff has no knowledge of the City attempting to sell or trade its grant in the past or of any plans for the City to do this in the future.

Recommendation

Execution of the new agreement is required for continued participation in the CDBG program. Staff recommends that the City Council approve the new Cooperation Agreement in order to extend the City's participation in the CDBG program through the 2017 fiscal year.

Attachments: Letter from St. Louis County Planning regarding "New Cooperation Agreements for FY2015-2017," dated May 15, 2014.

Attachment: staff memo Bill No. 5502 (1013 : Bill No. 5502 CDBG for FY 15 - 17)

Charlie A. Dooley
County Executive

Saint Louis **COUNTY** **PLANNING**

Glenn A. Powers
Director of Planning

May 15, 2014

Mr. Matt Wohlberg, City Engineer
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

MAY 20 2014

Re: New Cooperation Agreements for FY2015-2017

Dear Mr. Matt Wohlberg,

Every three years Municipal Cooperation Agreements for the Community Development Block Grant program either automatically renew or must be re-signed to participate. The next cooperation period is fiscal year 2015 through fiscal year 2017. For this cooperation period new agreements must be signed due to new language requirements being enforced by the Department of Housing and Urban Development (HUD). Specifically, HUD is requiring the following change:

1. Section 17: Furthermore, County and Municipality may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

Attached are four (4) copies of the Cooperation Agreement, each requiring the signature of the chief elected official, municipal clerk and municipal attorney. **In the next few weeks your assigned Community Development Specialist will be scheduling an in-person meeting to further explain the changes and process required for this cooperation renewal.** Following this meeting, please return all four (4) copies to the Community Development Specialist. When these agreements have been fully executed by St. Louis County, a copy will be mailed to you for your records.

Additionally, your municipality must execute an ordinance or equivalent authorizing your municipality to enter into these Cooperation Agreements. A sample ordinance and resolution are attached; please feel free to use whichever document serves your community best. **Please be advised these agreements must be executed and returned to St. Louis County no later than August 1, 2014. Failure to do so will render your municipality ineligible to receive future funds for your community.**

The Office of Community Development thanks you for your cooperation in meeting this deadline. Please know your continued participation is especially critical during these difficult economic times.

Sincerely,



Adam Roberts, CD Manager
Office of Community Development

Enclosures: 4 copies of Cooperation Agreement
1 copy of Ordinance
1 copy of Resolution

Cc: Honorable Barry Glantz, Chief Elected Official

Attachment: staff memo Bill No. 5502 (1013 : Bill No. 5502 CDBG for FY 15 - 17)

OFFICE OF COMMUNITY DEVELOPMENT

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Packet Pg. 162



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Parks and Recreation Department
Category: Amendment
Prepared By: Kirsten Barnes
Department Head: Kirsten Barnes

ORDINANCE (ID # 1009)

**Bill No. 5503 - an Ordinance Amending Sections 240.020,
240.030 and 240.040 of the Creve Coeur Code of Ordinances
Pertaining to Recreation Fees. First Reading**

An ordinance amending the Creve Coeur Code of Ordinances pertaining to recreation fees.

Ordinance

Meeting of July 14, 2014

Bill No. _____

Ord No. _____

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

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

WHEREAS, the City staff has reviewed and compared its fees to those in neighboring municipalities and private ice arenas 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 June 11, 2014.

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

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

Section 240.020: Ice Arena Fees

The following user fee schedule shall be in effect for the City ice arena effective October 1, 2014.

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

Business ID Cards: Persons owning a business located in the City may purchase a business ID card which may be used to receive resident rates for golf and ice fees. Business ID 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 ID is purchased. Persons owning a business within the City may purchase a number business ID cards based on the number of people employed by the business in the City as follows:

ID Cards		
	No Cards	Fee
Business, 1 - 9 Employees	1	\$5.00
Business, 10 - 50 Employees	2	\$5.00 each
Business, 51 - 100 Employees	4	\$5.00 each
Business, 100+ Employees	5	\$5.00 each
Resident ID Card	1	\$5.00
Freestyle Skating		

Attachment: Fees Ordinance, 070814 (1009 : Bill No. 5503 Recreation Fees Ordinance)

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Freestyle - Half-Hour	\$5		
Freestyle - 12-Hour Punch Card	\$100		
Freestyle - 25-Hour Punch Card	\$200		
Stick & Puck Fees			
Stick & Puck	\$6		
Private Ice Rental Fees			
Ice Rental per Hour, 0 - 8.0 Hours per Contract	\$205		
Ice Rental per Hour, 8.25 - 24.0 Hours per Contract	\$200		
Ice Rental per Hour, 24+ Hours per Contract	\$195		
Learn to Skate			
Learn to Skate - 8-Weeks x 30 Min	\$100		
Learn to Skate - Additional Children in Same Family	\$95		
Private Lessons, Figure or Hockey - 30 Min	\$25 - \$40 depending on instructor		
Public Session Fees			
	Resident	Non-Res	Group
Public Session	\$3	\$5	\$5
Public Session - Senior	\$2.50	\$4.50	
	*Groups of 15 or more receive one (1) complimentary skater for every six (6) paid group skaters		
Misc. Fees			
Skate Rental	\$2	\$2	FREE
Coach's Fee	\$65	\$65	
	*Coaches fees waived for CCFSC Members		
Ice Arena Birthday Skating Parties			
	Resident	Non-Res	
Birthday Party, First 10 People	\$140	\$160	
Birthday Party, Additional Children (per child)	\$7	\$8	
Additional Party Coordinator (free to groups of 15 or more)	\$25	\$30	
Party Favors (per child)	\$3.50	\$3.50	

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 Dielmann Complex to maximize usage and revenues or to address other temporary needs when deemed appropriate and

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reasonable by the City Administrator.

Section 240.030: Parks & Recreation Fees

The following user fee schedule shall be in effect for the Community Center and Dielmann Recreation Complex effective October 1, 2014 (Farmer Market Fees effective January 1, 2015):

Meeting rooms and Multi-Purpose Room may be reserved at no charge for the following groups: City-sponsored organizations, committees, neighborhood organizations and government			
Dielmann West Meeting Room (Max Capacity 50)			
	Resident	Non-Resident	Business
Meeting Room - 4 Hours	\$50	\$100	\$180
Meeting Room, Full Day (8 a - 5 p)	\$100	\$200	\$360
Meeting Room, 3-Month Contract - 4 Hours/Week	\$325	\$650	\$1,170
Meeting Room, 3-Month Contract - 8 a - 5 p (Full Day)	\$650	\$1,300	\$2,340
Food Permit (per rental day)	\$25	\$25	\$25
Dielmann East Meeting Room (Max Capacity 85)			
	Resident	Non-Resident	Business
Refundable Security Deposit	\$75	\$75	\$75
Classroom Set-Up - 4 Hours	\$70	\$110	\$160
Banquet Set-Up - 4 Hours	\$140	\$190	\$240
Additional Hours (each)	\$15	\$15	\$15
Early Access	\$50	\$50	\$50
	14 Days prior to rental, renter can add “Early Access” if space is available. This allows for five (5) add'l hours immediately preceding event.		
Food Permit (per rental day)	\$25	\$25	\$25
City Hall Meeting Rooms #1 & #2 (Max Capacity 25)			
	Resident	Non-Resident	Business
Meeting Room - 4 Hours	\$30	\$60	\$96
Meeting Room, Full Day (8 a - 5 p)	\$55	\$110	\$180
Meeting Room, 3-Month Contract - 4 Hours/Week	\$195	\$300	\$450
Meeting Room, 3-Month Contract - 8 a - 5 p (Full Day)	\$360	\$640	\$960
	No food or drink allowed		
Multi-Purpose Room (Max Capacity 150)			
	Resident	Non-Resident	Business
Refundable Security Deposit	\$250	\$250	\$250

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3-Month Contract - 4 Hours/ Week	\$750	\$1,140	\$1,300
Classroom Set-Up - 4 Hours	\$115	\$175	\$185
Banquet - 4 Hours	\$230	\$290	\$310
Additional Hours (each)	\$20	\$25	\$25
TV/VCR Usage	\$25	\$25	\$25
Stage Rental	\$25	\$25	\$25
Early Access	\$85	\$85	\$85
	14 Days prior to rental, renter can add “Early Access” if space is available. This allows for five (5) add'l hours immediately preceding event.		
Pavillions			
	Resident	Non-Resident	Business
Weekdays - 8 a - Dusk	\$30	\$60	\$75
Weekends - 8 a - Dusk	\$60	\$100	\$120
Field Rentals			
	Resident	Non-Resident	Business
Field, Monthly - 1 Hour/Week	\$32	\$36	\$40
Field - Per Hour	\$8	\$9	\$10
	Resident requirements: adult reserving filed must be a resident of City and a parent, player or coach with team		
Gym Rentals			
	Resident	Non-Resident	Business
Gym - Per Hour	\$25	\$40	\$50
Gym - Per Hour, Prime Time (5 - 9 p, Mon - Thurs & 8 a - 6 p Sat & Sun)	\$30	\$45	\$55
Gym, Special function setup/cleanup fee	\$50	\$50	\$50
Tappmeyer House			
	Resident	Non-Resident	Business
Upstairs or Downstairs - 4 Hours	\$80	\$100	\$100
Full House - 4 Hours	\$100	\$100	\$100
Upstairs or Downstairs - Add'l Hours	\$20	\$20	\$20
Full House - Add'l Hours	\$25	\$25	\$25
Full House - 8 a - Dusk	\$200	\$200	\$200
Refundable Security Deposit	\$250	\$250	\$250

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Kids Activities			
	Resident	Non-Resident	
Daddy Daughter Dance (per couple)	\$30	\$35	
Parents Night Out	\$20	\$25	
Parents Night Out - add'l children in immediate family	\$15	\$20	
Heart to Heart			
	Early Reg.	Late Reg	
Heart to Heart - 5K & 10K Entry	\$30	\$35	
Heart to Heart - 1.5 Mile Family Fun Run	\$25	\$30	
Heart to Heart - Family Fun Run Entry	\$60	\$65	
Farmers Market - EFFECTIVE JANUARY 1, 2015 for the 2015 Season			
Farmers Market - Full Season Early Registration (by 3/31/15)	\$200		
Farmers Market - Full Season	\$295		
Farmers Market - Weekly Vendor, First Week	\$40		
Farmers Market - Weekly Vendor, Add'l Weeks	\$25		
Farmers Market - Electricity, Full Season	\$100		
Farmers Market - Electricity, Single Week	\$5		
Dog Park			
	Resident	Non-Res	
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	
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 and neutered and that the dog has current vaccinations for rabies and Bordetella (kennel cough).			

The City Administrator or his designee shall have authority to temporarily amend parks and recreation fees or establish temporary fees for trial or pilot programs from time to time 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.

Bill No. _____

Ord No. _____

Section 240.040: Greens Fees - Creve Coeur Golf Course

The following user fee schedule shall be in effect for the Community Center and Dielmann Recreation Complex effective January 1, 2015:

Golf Course Fees			
	Resident	Non-Res	Group
Greens Fees, Weekdays	\$11	\$14	
Greens Fees, Weekdays - Senior or Junior	\$10	\$12	
Greens Fees, Weekdays - Add'l 9 Holes	\$9	\$12	
Greens Fees, Weekdays - Add'l 9 Holes Sr or Jr	\$8	\$10	
Greens Fees, Weekend	\$12	\$16	
Greens Fees, Weekend - Add'l 9 Holes	\$10	\$14	
Cart Rental	\$7.50	\$7.50	
Winter Rates, 12/1 - 2/29	\$2 Discount		
Annual Membership	\$990	\$1,275	
Annual Membeship, Senior or Junior	\$880	\$1,075	
Tournament Play Greens Fees + Cart			\$17
Tournament Play Greens Fees + Cart- Mon-Fri Start, 12 - 3 p			\$15
Tournament Play Greens Fees + Cart - Glow Tournament			\$12
Tournament Fee (includes room rental for duration of tournament)			\$100
Tournament Fee - Glow Tournament (includes one (1) glow ball per player, glow course, beverage cart driver, room rental for duration of tournament, name cards on carts & placement of provided signage on course)			\$160
Tournament Player Package (player bag with BOGO coupon, snack, bag of tees and sleeve of three (3) balls. Additional fees apply for logo'd balls or upgraded giveaways)			\$5
For the purpose of determining greens fees, senior shall be defined as sixty (60) years of age and older. Junior shall be defined as seventeen (17) years and younger.			
Tournament play requires a minimum of 24 player with a maximum of 72 players, shotgun start.			

The City Administrator or his designee shall have authority to temporarily discount golf course 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 to maximize usage and revenues or to address other temporary needs when deemed appropriate and reasonable by the City Administrator.

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Ord No. _____

SECTION 2. Contracts entered into and fully executed 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 October 1, 2014, unless otherwise noted pursuant to the provisions of 3.11(g) of the Charter.

Adopted this ____ day of _____, 2014.

Charlotte D'Alfonso
Council President

Approved this ____ day of _____, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk

Attachment: Fees Ordinance, 070814 (1009 : Bill No. 5503 Recreation Fees Ordinance)



INTEROFFICE MEMORANDUM

Date: July 7, 2014

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

The City has periodically increased fees for recreational services in order to offset rising operating costs while also appropriately pricing its services within the regional market (most recently in January 2013). 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.

In reviewing fees, we consider a variety of factors. In addition to expenses such as labor, supplies and overhead, both the current percentage of use and the fees in place in neighboring communities are considered. For instance:

- Weekends through mid-July have been filled at both Beirne and Millennium Park pavilions since mid-May, and we have had to turn many renters away. Additionally, several area cities allow only full-day rentals of pavilions, and this seems to be becoming the benchmark in our area. Therefore, moving to an all-day rental fee has been proposed.
- Staff also recommends adding separate fees for the Dielmann West and East meeting rooms. Where there are currently three rooms (two with a capacity of 25 and one with a capacity of 48), there will now be two rooms with capacities of 50 and 85. These rooms have been underutilized for a variety of reasons including the Pro Shop Room being rather loud since it is open to the desk area and the limited seating capacity. The larger rooms should appeal to a wider variety of users and potentially increase utilization. The new fees reflect the labor costs to prepare or clean these mid-sized room before and after events as well as the general overhead costs; they also reflect a competitive price compared to our local counterparts. A security deposit has also been added to the East meeting room as we anticipate it will be used for mid-sized banquets. This refundable deposit could be withheld in the event that there is minor damage.

Additional considerations include the following.

- The differential rate between resident and non-resident rates is based partially on where they have been historically. For new fees, we try to look at what others are charging for similar programs/events/rentals and what we currently use. We did try to make a straight change across the board (i.e., all non-resident fees are 25% above resident rates), but it would require significant changes in some areas, so we have tried to find a solid middle ground that reflects a discount for residents while not overpricing space or programs for non-residents.

- There is a recommended change for golf cart rental and resident greens fees only. At this time, non-resident golf rates are competitive with similar courses, and raising those rates may negatively impact course play. Resident rates, however, are slightly lower than similar courses and thus warrant a small increase. This keeps us in line with what the current market offers and covers a small portion of the increased cost of doing business.

The attached spreadsheet compares current fees to the proposed increases with notes regarding each of the changes or additions.

Attachment:

- Current and proposed fee comparison

Proposed Fee Changes

Recommend changing "Resident" to include "Resident Business" to encourage weekday business rentals.

Rentals

Space	Resident		Non-Resident		Business		Notes
	Current	Proposed	Current	Proposed	Current	Proposed	
City Hall Meeting Rooms #1 & #2 (Max Capacity 25)							
Meeting Room - 4 Hours	\$30	No Changes	\$60	No Changes	\$96	No Changes	
Meeting Room, Weekday 8 a - 5 p	\$55		\$110		\$180		
Meeting Room, 3-Month Contract - 4 Hours/Week	\$195		\$300		\$450		
Meeting Room, 3-Month Contract - Weekday 8 a - 5 p	\$360	No Changes	\$640	No Changes	\$960	No Changes	Remove "weekday" from this description
No food or drink allowed							
Dielmann West Meeting Room (Max Capacity 50)							
Meeting Room - 4 Hours	\$30	\$50	\$60	\$100	\$96	\$180	
Meeting Room, Weekday 8 a - 5 p	\$55	\$100	\$110	\$200	\$180	\$360	Remove "weekday" from this description
Meeting Room, 3-Month Contract - 4 Hours/Week	\$195	\$325	\$300	\$650	\$450	\$1,170	
Meeting Room, 3-Month Contract - Weekday 8 a - 5 p	\$360	\$650	\$640	\$1,300	\$960	\$2,340	Remove "weekday" from this description
Food Permit	NEW	\$25	NEW	\$25	NEW	\$25	
Dielmann East Meeting Room (Max Capacity 85)							
Refundable Security Deposit	NEW	\$75	NEW	\$75	NEW	\$75	
Classroom Set-Up - 4 Hours	NEW	\$70	NEW	\$110	NEW	\$160	
Banquet Set-Up - 4 Hours	NEW	\$140	NEW	\$190	NEW	\$240	
Additional Hours	NEW	\$15	NEW	\$15	NEW	\$15	
Early Access	NEW	\$50	NEW	\$50	NEW	\$50	Within 14 days of rental, receive five (5) hours before your contracted time to decorate.
Food Permit	NEW	\$25	NEW	\$25	NEW	\$25	
Multi-Purpose Room (Max Capacity 150)							
Refundable Security Deposit	\$250	n/c	\$250	n/c	\$250	n/c	
Weekday - 4 Hours	\$100	DELETE	\$150	DELETE	\$200	DELETE	ELMINATE WEEKDAY RATES & MOVE EVERYTHING TO WEEKEND
Weekday Banquet - 4 Hours	\$200	DELETE	\$250	DELETE	\$300	DELETE	
Weekday - Additional Hours	\$20	DELETE	\$25	DELETE	\$25	DELETE	
Weekday 3-Month Contract - 4 Hours/ Week	\$650	\$750	\$975	\$1,140	\$1,300	n/c	Remove "weekday" from this description
Multipurpose Room, Weekend - 4 Hours	\$115	n/c	\$175	n/c	\$185	n/c	Remove "weekend" from this description
Weekend Banquet - 4 Hours	\$230	n/c	\$290	n/c	\$310	n/c	Remove "weekend" from this description
Weekend - Additional Hours	\$20	n/c	\$25	n/c	\$25	n/c	Remove "weekend" from this description
TV/VCR Usage	\$25	n/c	\$25	n/c	\$25	n/c	
Stage Rental	\$25	n/c	\$25	n/c	\$25	n/c	
Early Access	NEW	\$85	NEW	\$85	NEW	\$85	Within 14 days of rental, receive five (5) hours before your contracted time to decorate.
Pavillions							
Weekdays - 4 Hours	\$25	DELETE	\$50	DELETE	\$55	n/c	
Weekdays - 8 a - Dusk	NEW	\$30	NEW	\$60	NEW	\$75	
Weekends - 4 Hours	\$40	DELETE	\$70	DELETE	\$80	DELETE	
Weekends - 8 a - Dusk	\$60	No Change	\$100	No Change	\$120	No Change	"Weekend" is 5 p Friday through Sunday

Field Rentals

Field, Monthly - 1 Hour/Week	\$32	No Change	\$36	No Change	\$40	No Change
Field - Per Hour	\$8	No Change	\$9	No Change	\$10	No Change

Gym Rentals

Gym - Per Hour	\$25	No Change	\$40	No Change	\$50	No Change
Gym - Per Hour, Prime Time (5 - 9 p, Mon - Thurs)	\$30	No Change	\$45	No Change	\$55	No Change
Gym, Special function setup/cleanup fee	\$50	No Change	\$50	No Change	\$50	No Change
Gym, Refundable Security Deposit	\$100	DELETE	\$100	DELETE	\$100	DELETE
						Not used

Change "Prime Time" to include 8 a - 6 p on Saturday & Sunday

Tappmeyer House

Upstairs or Downstairs - 4 Hours	\$80		\$100		\$100	n/c
Full House - 4 Hours	\$100		\$100		\$100	n/c
Upstairs or Downstairs - Add'l Hours	\$20		\$20		\$20	n/c
Full House - Add'l Hours	\$25		\$25		\$25	n/c
Full House - 8 a - Dusk	\$200		\$200		\$200	n/c
Refundable Security Deposit	\$250		\$250		\$250	n/c

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	\$140		\$160		
Birthday Party, Additional Children	\$7		\$8		
Additional Party Coordinator	\$25		\$30		
Party Favors - Per Child	\$3.50		\$3.50		
Daddy Daughter Dance (per couple)	NEW	\$30.00	NEW	\$35.00	Only applies to groups less than 15
Parents Night Out	NEW	\$20.00	NEW	\$25.00	Includes gift bag, candy, stickers & small prizes
Parents Night Out - add'l children in immediate family	NEW	\$15.00	NEW	\$20.00	
		Early		Late	
Heart to Heart - 5K & 10K Entry	NEW	\$30	NEW	\$35	"Late" registration includes entries postmarked/received less than 7 days prior to event; Family fee includes all members of immediate family and up to four race shirts;
Heart to Heart - 1.5 Mile Family Fun Run	NEW	\$25	NEW	\$30	Fees reflect current charges
Heart to Heart - Family Fun Run Entry	NEW	\$60	NEW	\$65	
Farmers Market - Full Season Early Registration	NEW	\$200			Proposed for 2015 Season
Farmers Market - Full Season	NEW	\$295			Proposed for 2015 Season
Farmers Market - Weekly Vendor, First Week	NEW	\$40			Proposed for 2015 Season
Farmers Market - Weekly Vendor, Add'l Weeks	NEW	\$25			Proposed for 2015 Season
Farmers Market - Electricity, Full Season	NEW	\$100			Proposed for 2015 Season
Farmers Market - Electricity, Single Week	NEW	\$5			Proposed for 2015 Season

Ice Arena

Activity	Resident		Non-Resident		Groups		Notes
	Current	Proposed	Current	Proposed	Current	Proposed	
Public Session	\$3		\$5		\$5	No Change	Min 15 for group rate; 1 complimentary adult with every 6 paid group skaters
Public Session - Senior	\$2.50		\$4.50				
Stick & Puck	\$6		\$6				
Ice Rental, 0 - 8 hours	\$205		\$205				
Ice Rental, 8.25 - 24.0 hours	\$200		\$200				
Ice Rental, 24.25+ hours	\$195		\$195				
Learn to Skate - 8-Weeks x 30 Min	\$100		\$100				Includes 1-year US Figure Skating Assn membership
Learn to Skate - Additional Children in Same Family	\$95		\$95				
Private Lessons, Figure or Hockey - 30 Min	\$25 - \$40		\$25 - \$40				
Skate Rental	\$2		\$2		FREE	No Change	Free to groups of 15 or more
Freestyle - Half-Hour	\$5		\$5				
Freestyle - 12-Hour Punch Card	\$100		\$100				Expires one (1) year from date of purchase
Freestyle - 25-Hour Punch Card	\$200		\$200				Expires one (1) year from date of purchase
Coach's Fee		\$65		\$65			Fee waived for members of the Creve Coeur Figure Skating Club and Rockets Hockey

Golf Course

Activity	Resident		Non-Resident		Groups		Notes
	Current	Proposed	Current	Proposed	Current	Proposed	
Greens Fees, Weekdays	\$10	\$11	\$14				
Greens Fees, Weekdays - Senior or Junior	\$9	\$10	\$12				
Greens Fees, Weekdays - Add'l 9 Holes	\$8	\$9	\$12				
Greens Fees, Weekdays - Add'l 9 Holes Sr or Jr	\$7	\$8	\$10				
Greens Fees, Weekend	\$11	\$12	\$16				
Greens Fees, Weekend - Add'l 9 Holes	\$9	\$10	\$14				
Cart Rental	\$7	\$7.50	\$7	\$7.50			
Winter Rates, 12/1 - 2/29				\$2 Discount			
Annual Membership	\$900	\$990	\$1,275	No Change			
Annual Membeship, Senior or Junior	\$800	\$880	\$1,075	No Change			
Tournament Play Greens Fees + Cart	n/a		n/a		\$17		Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Play Greens Fees + Cart- Mon-Fri Start, 12 - 3 p	n/a		n/a		\$15		Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Play Greens Fees + Cart - Glow Tournament					\$12		Player Minimum: 24/Player Maximum 72, Shotgun Start
Tournament Fee	n/a		n/a		\$100		Includes room rental for duration of tournament, name cards on carts & placement of provided signs on course
Tournament Fee - Glow Tournament					\$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
Tournament Player Package					\$5		Player bag with BOGO coupon, snack, bag of tees & sleeve of three (3) balls. Additional fees apply for logo'd balls or upgraded giveaways.

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
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 - REMOVE

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



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: City Administrator
Category: Policy
Prepared By: Sharon Stott
Department Head: Sharon Stott

ORDINANCE (ID # 1015)

**Bill No. 5504 - an Ordinance Amending the Personnel Policy
and Procedures Manual of the City of Creve Coeur, Missouri.
First Reading**

The City's personnel policy and procedures manual is periodically amended and updated to clarify policy and comply with new legislation.

Bill No. 5504

Ord. No.

**AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES
MANUAL OF THE CITY OF CREVE COEUR, MISSOURI.**

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual, and

WHEREAS, changes in law and circumstances require updates to that Manual,

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

SECTION 1. Section 130.010.A of the Code of Ordinances is amended to read as follows:

A. The Personnel Procedures Manual, as previously adopted and amended, is hereby further amended and restated by adopting the new version dated July 2014 contained in Exhibit A, which is on file in the City offices and incorporated herein by this reference.

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN,
MPCC CITY CLERK



City of Creve Coeur

To: Mayor, City Council
 CC: Mark Perkins, City Administrator; Carl Lumley, City Attorney
 From: Sharon Stott, Assistant to the City Administrator
 Date: July 14, 2014
 Re: Personnel Policy and Procedures Manual Update

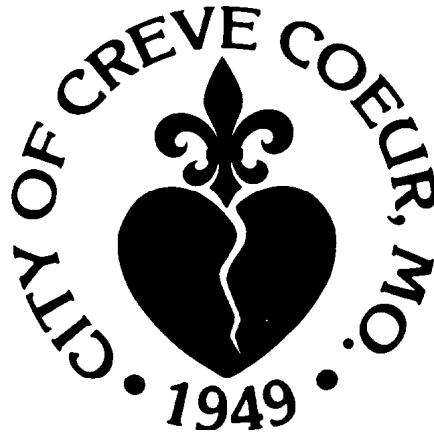
The City Administrator's Office and the City Attorney have developed updates to the City Personnel Policy and Procedures Manual for review and approval by the City Council. Updates were made to provide clarification to employees of existing city policies or bring the manual up-to-date with current laws. The last update to the Personnel Policy and Procedures Manual occurred on June 11, 2012. In summary, the proposed changes include:

- Table of Contents – repagination; additions
- Section 1 – clarification of “at will” employment – no discharge for unlawful reasons
- Section 2 – update identification of department heads; clarify definition of employee full-time employment and part-time employment relative to the Affordable Care Act; clarify definition of overtime
- Section 3.4 – revise consistent with clarification of definition of employee
- Section 5.4 – coordinate with section 4.4 regarding pay adjustments in connection with reorganization
- Section 5.9 – new section clarifying direct deposit policy with option of payroll card account
- Section 6.2 – clarification of equal opportunities
- Section 6.5 – new provision regarding importance of appropriate personal conduct
- Section 8.1 – clarification of working hours
- Section 8.3 – require prompt review of attendance records
- Section 8.7 – deductions for tardiness
- Section 8.8 – clarification of temporary supervisory premium pay
- Section 8.9 – title updates and additions to positions exempt from overtime
- Section 9.3 – clarification of disability accommodation provisions
- Section 11.1.2 – update definition of child and spouse consistent with changes in law
- Section 11.3.5 – add provision regarding scheduling of vacation
- Section 11.4.1 – clarify use of paid leave concurrent with FMLA leave, update eligibility for change in law
- Section 11.7.1 – revision consistent with 11.4.1
- Section 11.7.6 – add provision for nursing breaks in compliance with law
- Section 11.10 – update military leave provisions to comply with changes in law
- Section 12.3 – clarify provisions concerning investigations
- Section 13.2 – clarify provisions regarding disciplinary appeals
- Section 15.9 – add provisions regarding distracted driving
- Section 15.11 – add explanation of city self-insured portion of health insurance deductible
- Section 16.5 – clarifications regarding harassment; related investigations
- Section 17.5 – clarify drug/alcohol testing provisions

Attachments: City of Creve Coeur Personnel Policy and Procedures Manual (redlined /highlighted with changes)

CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL



~~Adopted~~ July 14, 2014 ~~June 11, 2012~~

ORDINANCE # 5252

Mark C. Perkins
City Administrator

**CITY OF CREVE COEUR, MISSOURI
PERSONNEL POLICY AND PROCEDURES MANUAL**

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CITY OF CREVE COEUR, MISSOURI PERSONNEL POLICY AND PROCEDURES MANUAL

INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. Employment with the City is “at will” unless otherwise provided by written contract; however, employees may not be discharged for unlawful reasons. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

In addition to this policy manual, the City and its employees are subject to all applicable state and federal laws, as well as the City's Charter, ordinances, regulations and policies.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	n/a	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001
Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011
	Section 8.9	Overtime Exemptions	

Ordinance 5252	Section 10	Holidays and Holiday Pay	6/11/2012
	Section 11.10	Military Leave	
	Section 15.10	Medical Benefit Reimbursement	
	Section 5.8	Calculation of Pay Rates	
	Section 6.2	Equal Opportunity	
	Section 6.3	Nepotism	
	Section 11.10	Military Leave	
	Section 16.5	Harassment	
<u>Ordinance</u>		<u>Comprehensive Update</u>	
	Date 7/14/14		

SECTION 2 DEFINITIONS

ACTING means serving temporarily in a position with all the authority, responsibility and duties of that position.

APPOINTMENT means the employment of an individual by the City Administrator.

CITY means the municipal corporation of Creve Coeur, Missouri.

COMMISSIONED EMPLOYEE (see sworn employee defined below).

COMPENSATION means either monetary payment or compensatory time in lieu thereof.

DEPARTMENT HEAD means the employee appointed to administer a Department of the City, including Administration, [Community Development](#), Finance, Police, ~~Building, Planning~~, Public Works, Recreation, and the City Clerk's Office.

EMPLOYEE means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees, [and elected officials](#).

FULL-TIME EMPLOYEE means a person duly employed by the City in a position for which employment with the City is at least 35 hours per seven-day work period, [provided, however, as of January 1, 2014 for purposes of determining eligibility for health insurance benefits a person duly employed by the City who averages 30 hours per seven-day work period during a City fiscal year, from July 1 to June 30 as determined in compliance with applicable law using the fiscal year as the standard measurement period \(or in the case of a new hire, is expected to\), shall be considered full-time.](#)

MANAGEMENT means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

NEPOTISM means the practice of hiring relatives, [as prohibited by law and herein](#).

PART-TIME EMPLOYEE means a person employed by the City who works an average of less than 35 hours per seven-day work period [\(except for purposes of determining eligibility for health insurance benefits, see definition of Full-Time Employee\)](#).

OVERTIME means time worked in excess of -the [employee's regular daily](#) work schedule, approved by the Department Head, which is of a benefit to the operations of the City, [including at a minimum the number of hours worked in excess of 40 per work week](#).

PERSONNEL OFFICER means the Assistant to the City Administrator.

REGULAR EMPLOYEE means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a monthly ~~salary~~ basis.

SEASONAL EMPLOYEE means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be continued uninterrupted from year to year. The duration is determined by the Department Head. Also, a temporary employee.

SUPERVISOR means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division) ~~or the department~~.

SWORN EMPLOYEE means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS COMMITTEE

There is a Personnel Appeals Committee established in Sections 130.020, 130.030, and 130.040 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Committee are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and personnel procedures manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City except: ~~elected officials; appointed members of Boards, Commissions and Committees;~~ the City Administrator and; City Clerk; ~~City Attorneys; and the Municipal Judge.~~

3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of the disciplinary appeals process, leave, holidays and other city employee fringe benefits. All employees may utilize the grievance procedure. Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, holidays, nor the exercise of the disciplinary appeals procedure.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall exclusively:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator [or his designees](#) shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. hours of work/work schedules;
- b. pay plan and pay periods;
- c. performance appraisal systems;
- d. personnel records and reports;
- e. temporary work assignments and transfers;
- f. use of city vehicles and mileage reimbursement;

- g. outside employment;
- h. seniority and impact of seniority;
- i. safety procedures;
- j. job related injury procedures;
- k. other related internal administrative personnel matters.

3.9 REFERENCE TO GENDER

Any reference herein to gender shall be construed to mean male or female.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected

by the Personnel Officer or suggested by the Department Head. ~~–~~ If upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. ~~–~~ If the position is reclassified to a lower pay grade, the pay shall be adjusted below the maximum of the new grade but not by more than 10% of the current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

4.5 MAINTENANCE OF THE PLAN

a. New Position

Before a new classification is established or before a new position is filled, a job evaluation shall be approved by the City Administrator and the City Council and incorporated into the existing Classification Plan. ~~–~~ Likewise, an abolished classification shall be deleted from the Position Classification Plan. ~~–~~ The classification plan shall be periodically ~~–~~ reviewed by the City Administrator.

b. Review of Existing Position

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. ~~–~~ The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Officer. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. ~~–~~ All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. An employee being demoted due to poor performance or employee choice will receive the lesser of a maximum ten percent (10%) reduction in pay or the reduction which adjusts the employee's pay to the new pay range maximum. The City will ~~adjust not reduce~~ the pay of an employee who is demoted solely due to organizational change as provided in section 4.4.

3. Transfers

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. When a police officer voluntarily or involuntarily moves between a patrol officer position and a special assignment officer position, it shall also be considered a transfer, and an adjustment in pay shall be made based on the officer's schedule in the new position. ~~—An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range.—When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.~~

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. ~~However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full pay periods the employee has worked since the employee's probation-completion ~~last~~ merit increase date, if any.~~

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. ~~Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. There is a parallel longevity provision in the pension plan.~~

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at six (6) months and at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. ~~An evaluation may, however, be conducted more frequently at the discretion of the Department Head or at the request of the Personnel Officer. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.~~

2. Annual Performance Cycle

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. Performance Reviews and Coaching

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. Completion of the Performance Cycle

The supervisor shall provide ~~non~~-probationary employees with copies of the self-appraisal form by April 20 of each year. ~~The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1.~~ The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. ~~The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy shall be~~ provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

5.9 CALCULATION OF PAY RATES

For salaried employees, when it is necessary to calculate an effective hourly or daily pay rate for purposes of administration of benefits (i.e. overtime), unless expressly provided otherwise in this manual (i.e. section 11.3.4 pay-in-lieu of vacation), the City uses an assumed 80-hour semi-monthly pay period.

5.10- DIRECT DEPOSIT

All employees that are expected to be employed for longer than three months are required to participate in the City's Payroll Direct Deposit program as a condition of employment. Employees are allowed to select the financial institution(s) that will receive the direct deposits. The City Administrator may temporarily or permanently waive required participation for an employee, for good cause as determined in his discretion.

Employees must complete the City's Direct Deposit authorization form. This form authorizes deposits as well as adjustments (withdrawals) to correct for any overpayment or error. Direct deposits will be subject to all applicable banking and clearinghouse rules and laws.

An employee that does not wish to direct deposit to a checking or savings account may select the option of depositing to a payroll card account at the financial institution(s) selected by the City for such purpose. Such employee must complete

the applicable additional forms and comply with the financial institution's fees and terms.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as otherwise provided~~excluded~~ by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of ~~his~~ age, race, color, marital or familial status, national origin, ancestry, political affiliation, religion, sex, ~~or~~ gender, gender identity, including sexual orientation, genetic information, disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

No person seeking employment or promotion shall, either directly or indirectly, give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with an employment test, appointment, proposed appointment, promotion or proposed promotion.

Pursuant to 41.1005 RSMo, no member of the United States Coast Guard Auxiliary shall be discharged from employment because of being a member of the United States Coast Guard Auxiliary or holding any office, position, or appointment under the United States Coast Guard Auxiliary, nor otherwise discriminated against or dissuaded from joining or continuing such person's service in the United States Coast Guard Auxiliary by threat or injury to such person in respect to such person's employment, or of any other rights or benefits to which the employee would otherwise be entitled.

6.3 NEPOTISM

The following definitions apply to this policy:

affinity means related by marriage or having a relationship by marriage
consanguinity (eous) means of the same blood or descended from the same ancestor.

Nepotism is the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, it shall be the City's policy that no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity by the City.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed full-time in the same department. Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:

1 st degree of relatives	Spouse, children & parents
2 nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3 rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4 th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grand nephews <u>grandnephews</u> & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part -time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

6.5 PERSONAL CONDUCT

Whether during working hours or outside of working hours, conduct can reflect upon suitability and qualification for employment. Professional and courteous behavior is required at all times during working hours. (See also section 16.6). Any illegal conduct or other conduct at any time that demonstrates an inability to fulfill assigned duties or interferes with the performance of other employees can result in discipline and/or termination. Inappropriate conduct can arise from public communications, including use of social media. Employees retain all constitutional and legal rights, which include the right to discuss the terms and conditions of employment and complain about illegal activity. Employees are not authorized to use their position or City logos, insignia, uniforms, or similar items to convey the impression they are acting for the City, except in connection with performance of assigned duties.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. ~~He shall certify qualified applicants to Department Heads for interview and recommendation.~~ The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable ~~for~~ to his employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator, an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, [all legally mandated inquiries](#), and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

Written examinations
Performance evaluations
Medical examinations
Substance Abuse Screening
Psychological evaluations/intelligence tests
Background investigations
Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department. [Any such transfer has to be approved by the receiving Department Head.](#)

An employee working in his first probationary period is not eligible to request an inter-department transfer. ~~Any such transfer has to be approved by the receiving Department Head.~~

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. ~~—~~ Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Eligibility for longevity pay shall begin with the last date of hire and not total time of service with the City.— Retirement benefits from past service may be reinstated in accordance with the provisions of the [applicable](#) City of Creve Coeur Retirement Plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work.— A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above.— A former employee may be rehired to fill temporary positions without re-screening, [subject to meeting legally mandated eligibility requirements](#).

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service.— The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration.— A probationary employee is not eligible for promotion. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.

2. The applicant is disabled or inhibited to an extent which would render the individual unfit for ~~full~~ performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).
3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material facts on the application in violation of the certificate made by the applicant on the application form.
5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
7. The applicant has presented an application and has failed to sign the application form.
8. The applicant requests such an action.
9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri ~~and federal's~~ record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri's ~~and federal~~ record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. ~~—~~ The probationary period shall not be deemed to be successfully completed until the employee is notified, in writing, by the City Administrator that he has been released from probationary status. ~~—~~ Such notice shall not be unreasonably withheld and within ten days following the one year anniversary date of the employee such notice shall be issued or the probationary period shall be extended.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee serving his first probationary period is eligible for sick and vacation benefits upon the Department Head's determination that the employee has successfully completed the first six months of probation. (Sec. 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits he had at the time of the promotion or transfer are not lost while he serves the probationary period.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice. ~~—~~ An employee terminated during his initial probationary period cannot appeal such action.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. ~~—~~ The Department Head with the approval of the City Administrator shall determine appropriate hours of work. ~~—~~ Full-time employees will generally be scheduled to work 40 hours in a seven day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental regulations. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer on the form and on the dates specified. Employees must identify any perceived error in attendance records within seven days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. ~~—~~ Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. OVERTIME COMPENSATION

It is the policy of the City to minimize the necessity for overtime work. ~~—~~ When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and ~~the efficient operations of the several departments,~~ such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum. The rate of overtime compensation for employees shall be as follows:

<u>OVERTIME RATE</u>			
	<u>1-1/2 Times Normal</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE:	<u>Pay</u>		
GROUPS:	Street Maintenance	Golf Course**	See Paragraph 8.9
	Park Maintenance		
	Inspections		
	Maintenance of		
	Municipal Property		
	Office Clerical*		
	Commissioned Police		
	Officers		
	Ice Arena		
	Golf Course**		

* Clerical staff are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.

** Non-exempt Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B)). ~~Such~~ qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond fifty-two (52) hours in a week (Sunday through Saturday), and shall receive straight time for time worked up to fifty-two (52) hours in a week (Sunday through Saturday).

2. COMPENSATORY TIME

An employee may elect to earn compensatory time at the rate of 1-1/2 his normal pay for any overtime hours worked. The use of compensatory time is subject to the approval of the Department Head. Police Department employees shall accrue no more than 80 hours of compensatory time. ~~All~~ other City employees shall accrue no more than 40 hours of compensatory time. ~~Temporary~~ exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. ~~In~~ the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of his compensatory time at his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For [weekday](#) meetings [which start on or after 6:00 pm and Saturday](#)

meetings, if the meeting which lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, he is either to notify his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. ~~Punctuality and attendance play~~ an important role in an employee's probational, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in 15 minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. SUPERVISORY PREMIUM PAY

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends beyond a pay period, it shall be considered a change to base pay. Otherwise, Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. FIELD TRAINING OFFICER PREMIUM PAY

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

City Administrator
 Assistant to the City Administrator
 Public Information Officer & Management Analyst
 -Director of Finance
Finance Manager/Accountant
 Information Systems Manager
 Director of Public Works
 City Engineer
Civil Engineer
 Operations Superintendent
 Director of Community Development
 City Planner
 Police Chief
 Police Captain
 Police Lieutenant
 Police Administrative Sergeant
 Director of Recreation/Ice Arena Manager
 Assistant Recreation Director
Greens-Golf Maintenance Superintendent
 City Clerk
 City Attorney
 Municipal Judge
 Prosecuting Attorney

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if he feels the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance at least thirty (30) calendar days prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit.

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment, taking into account reasonable accommodations that do not create an undue hardship for the City. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

An employee unable to perform the essential job functions of his position due to a disability, taking into account reasonable accommodations that do not create an undue hardship for the City, may be transferred or demoted to a position for which he is able to

perform the essential job functions and shall be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous 2 years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall [be](#) based on tenure. Employees laid off shall be placed on a priority recall list for a maximum of 180 calendar days. Employees separated because of layoff shall be given at least two weeks' prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

*may be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus ~~pay~~ will be paid for each holiday, in a lump sum once each year with the pay check issued on or about November 15; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel ~~are~~ may be eligible for holiday bonus pay.

Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on or before such holiday and, if scheduled, must work the holiday unless the absence is not due to illness and is approved by the Chief of Police. Employees absent from scheduled work on a holiday due to illness or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

Employees terminating during the year shall receive holiday pay for all holidays for which the employee is eligible for pay during the calendar year through the date of termination.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels, he shall be compensated with overtime pay at the rate of 1-1/2 times the normal pay for the overtime hours worked.

The holidays concerned would be any of the holidays which qualify for the holiday bonus pay in November of each year. This compensation for overtime on a holiday shall in no way affect the holiday bonus paid in November.

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter one working day off with pay as a personal holiday. The day is to be taken at the election of the employee, subject to the approval of his Department Head. The employee is eligible to receive a personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to five (5) unused personal holidays may be carried over from one calendar year to the next.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. POLICY

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each Department Head shall maintain appropriate records of all leaves requested and granted for the department's employees. The departments shall provide the necessary information to the Personnel Officer, who will maintain the permanent records of any such absence from duty for all City employees.

In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year to an employee who has been with the City a minimum of twelve (12) months in the seven years preceding the commencement of leave and has worked a minimum of 1250 hours during the twelve (12) month period immediately preceding the leave. Family Leave relates to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care. Medical Leave relates to a serious illness of the employee, or the employee's spouse, child, or parent. In no instance is an employee eligible for more than twelve combined weeks of Family and Medical Leave in a calendar year. In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave, less any Family Leave taken by them individually.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. DEFINITIONS

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of 18 years, or who is 18 years or older to the extent the person

~~is~~was incapable of caring for themselves due to mental or physical disability ~~when under the age of 18 years and such condition has continued.~~

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"Jury Leave" means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

"Leave of Absence" means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

"Medical Leave" means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

"Occupational Injury or Illness Leave" means paid leave granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

"Parent" means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

"Sick leave" means paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. Sick Leave is utilized for ~~short-term~~ illness of the employee and/or to receive medical attention from a physician or a practitioner. Sick Leave may also be utilized for ~~a short-term~~ illness or injury to a member of the employee's household or immediate family, up to a maximum of 15 days in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.

"Spouse" means only the legally recognized marital partner of the employee ~~under Missouri law.~~

"Vacation" means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. POLICY

Vacation is paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

2. VACATION ADMINISTRATION

- a. A full-time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay-in-Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

<u>YEARS OF SERVICE</u>	<u>PERMITTED TOTAL CARRY OVER</u>
1-4 yrs. (10 days annual accrual)	15 days
5-9 yrs. (15 days annual accrual)	20 days
10-19 yrs. (20 days annual accrual)	25 days
20 yrs. or more (25 days annual accrual)	30 days

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that new employees terminated before successfully during the completing the first six months of their probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any other properly designated individual. Payment in lieu of vacation under this paragraph is calculated using an assumed 80-hour semi-monthly pay period.
- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.

- e. An employee that uses two or fewer days of accrued Sick Leave in a calendar year shall be granted an additional day of Vacation in the following year.

3. ELIGIBILITY FOR VACATION

Any full-time employee serving the first probationary period and who observes the six month service anniversary shall thereafter be eligible to utilize accrued Vacation upon the Department Head's determination that the employee has successfully completed the first six months of probation.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.34 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 5.00 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.67 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 8.34 hours per full pay period worked.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed twenty (20) days per year or 6.67 hours per pay period work.

4. PAY-IN-LIEU-OF-VACATION

Pay-in-lieu-of-vacation is bonus pay permitted subject to the following annual maximums:

<u>VACATION AVAILABLE*</u>	<u>PAY-IN-LIEU PERMITTED</u>
0 - 4 days	-0-
5 - 9 days	5 days
10 or more days	10 days

* As of January 1 of the current fiscal year

Requests for pay-in-lieu-of-vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by March 1 of the current fiscal year, or other deadline as established by the City Administrator, may receive pay-in-lieu-of-vacation during the following city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay-in-lieu-of-vacation shall be made during the first pay period of the fiscal year following the fiscal year in which the request is timely made.
- c. Pay-in-lieu-of-vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each day of paid-in-lieu-of-vacation shall be equal to eight hours of pay at the employee's hourly rate. Hourly rate shall be calculated by dividing base annual salary by total regular annual hours scheduled (i.e. 2080 hours for 5/2 scheduled employees or 1980 for 5/3 scheduled employees).
- e. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his total vacation balance to fewer than five (5) days on the pay date in which payment of pay-in-lieu of vacation is made.

5. SCHEDULING VACATION

Requests to schedule vacation shall be subject to approval by the Department Head, to assure adequate staffing. An employee on scheduled vacation may not substitute sick leave or other forms of leave.

11.4 SICK LEAVE AND MEDICAL LEAVE

1. POLICY

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. It is meant to be a protection in case of need and not a benefit to be used whenever wanted. Medical Leave is a federally -mandated benefit which grants up to 12 weeks of unpaid leave during a calendar year for a serious illness of the employee, their spouse, child or parent. An employee shall be required to utilize available paid Sick Leave concurrently with Medical Leave, if the situation qualifies for both forms of leave when applicable. When applicable available Sick Leave is exhausted, the employee must then use available Vacation concurrently during Medical Leave. When available Vacation is exhausted, the employee must use any available personal days and/or Compensatory Overtime Leave, in that order. Once applicable available Sick Leave, and Vacation, personal days, and Compensatory Overtime Leave are exhausted, the remainder of the Medical Leave shall be unpaid leave. The use of

Medical Leave is subject to the approval of the City Administrator. All allowances of Sick Leave and Medical Leave shall be in conformance with the stated purpose.

Sick leave and/or Medical Leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.
- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time. When this is impossible, Sick Leave time may be used with the advance permission of the Department Head.
- c. Pregnancy shall be treated as any other medical condition. Sick leave and/or Medical Leave may be utilized during pregnancy, childbirth and recuperation in accordance with the leave policy. Family Leave may be taken for a newborn son or daughter or after the placement of a son or daughter with the employee for adoption or foster care. (See Section 11.7)
- d. Serious ~~health condition~~illness of the employee's son or daughter or the employee's spouse, or the employee's parent; when because of such condition~~illness requires the person needs care from the personal and direct attention of~~ the employee. Medical Leave use for such illnesses is subject to approval by the City Administrator.

Note: if husband and wife are both employed by the City, they are only able to take a combined total of 12 weeks to care for the same individual.

2. SICK LEAVE ADMINISTRATION

- a. Eligibility
 1. An employee serving the first probationary period and who observes the six month service anniversary is eligible to utilize Sick Leave that has accrued to date upon the Department Head's determination that the employee has successfully completed the first six months of probation..
 2. Each full-time employee shall accrue one day, equal to eight hours, of Sick Leave for each full month of full-time service rendered to the City. Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full month of full-time service.

However, in no event shall any employee accrue more than 132 days of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. SICK LEAVE ADVANCED

Sick Leave may be advanced over and above the Sick Leave accrual schedule only under special circumstances and with the written approval of the City Administrator, and only in instances where the employee has a superior record of performance and is expected to return to work.

4. CHARGING OF SICK LEAVE

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility. In no case shall Sick Leave be used on scheduled "X days" (extra regularly scheduled) for police officers.

5. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days advance notice by the employee of the intent to utilize Sick Leave or Medical Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable.

6. MEDICAL CERTIFICATE REQUIRED

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when Medical Leave is requested for this purpose. The employee must obtain the required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

7. SECOND AND THIRD OPINION OF CONDITION

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

8. SICK LEAVE ABSENCE REPORTS REQUIRED

Sick Leave absence reports shall be completed on the first day of leave by the Department Head. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

9. FALSE CLAIMS

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

10. LEAVE WITHOUT JUSTIFICATION

If it is determined that the illness or disability for which Sick Leave, Family Leave, Medical Leave, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

11. DONATION TO SICK LEAVE BANK

Any full-time employee who [has completed one year of service and is no longer in probationary status, who](#) is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights, may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of 90 calendar days following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

12. STATUS OF BENEFITS WHILE ON SICK LEAVE AND MEDICAL LEAVE

See section 11.14 for an explanation of benefit status regarding Sick Leave and Medical Leave.

13. RETURN TO WORK

Upon returning to work on or before the expiration of Medical Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. POLICY

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City is that the state workers compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. COMPENSATION

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay which is the full-time employee's regular compensation less any amount paid to the employee by the state workers compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall insure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. DURATION OF LEAVE

The maximum duration of Occupational Injury and Illness leave shall be 90 calendar days per injury in any single calendar year, except as provided in subsection 4. During this 90 calendar day period utilization of Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician;
- c. the elapse of 90 calendar days after the date of the occurrence of the disabling event unless an extension has been granted by the City Administrator. (See sub-section 4, Extension);
- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;
- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. EXTENSION OF OCCUPATIONAL INJURY PAY BEYOND INITIAL 90 DAY PERIOD

In the event an injured/ill employee is determined by a physician to be unable to return to work after the expiration of 90 calendar days, the City Administrator shall evaluate the situation, including the prognosis provided by the doctor and the progress which the individual has made to date, and make a determination about the likelihood and timing of the employee's eventual return to work. When the City Administrator determines it is in the best interest of the City, he may grant a 30 calendar day extension of occupational injury pay to the employee. At the expiration of an extension period, the City Administrator shall make a new evaluation and determination. A maximum of three such extensions, or a total of 90 calendar days, may be granted by the City Administrator. The City Administrator may require the concurrent use of Sick Leave and/or Vacation (without duplication of pay from any source) in conjunction with any such extension.

5. OPTIONS UPON EXPIRATION OF OCCUPATIONAL INJURY LEAVE

- a. **Utilization of Sick Leave, Medical Leave and Vacation benefits:** after the expiration of the Occupational Injury and Illness Leave, the employee

should consult the provisions of the Sick Leave, Medical Leave and Vacation sections of this policy.

- b. **Leave of absence:** once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the State Workers Compensation Division the employee may be placed on leave of absence.
- c. **Pay:** once paid leave benefits are exhausted, the employee shall only receive state- mandated workers compensation earnings.

6. REINJURY OF THE EMPLOYEE

For any one occupational injury/illness, an employee is granted the benefit of 90 calendar days of occupational injury pay in a calendar year unless an extension is granted by the City Administrator. Further occupational injury pay will not be paid by the City if an employee exhausts the benefit, returns to work, and is absent again for the same injury within the same calendar year.

7. AUTHORIZATION TO RETURN TO WORK

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6).

11.6 RESTRICTED WORK

1. JOB-RELATED INJURY

Employees sustaining job-related injuries will be returned to work as soon as possible when medically permissible. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty status. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. NON-JOB RELATED INJURY

Employees seeking to return to work after non-job-related injury or illness may be allowed to return to work on restricted work status. Approval of restricted work status requires the recommendation of an employee's Department Head, the approval of the City Administrator, and a written statement from the employee's physician that the employee can reasonably be expected to return to unrestricted work within a reasonable-period of time. Restricted work status for non-job related injuries will be limited to 90 calendar

days. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. PHYSICAL ACTIVITIES

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

11.7 FAMILY LEAVE

1. POLICY

The City makes available up to twelve weeks of Family Leave per calendar year as required by Federal Law. Such leave shall be leave without pay, provided if the employee has ~~Vacation available~~ paid Sick Leave, Vacation, personal days or Compensatory Overtime Leave, the employee shall utilize such paid time off ~~Vacation~~ concurrently during the Family Leave as provided above for Medical Leave.

Any leave request shall certify the employee's willingness to return to work and shall indicate the currently-anticipated duration of such leave. Approval must be obtained from the City Administrator prior to the granting of Family Leave.

2. ELIGIBILITY

Family Leave is available to employees who have been employed by the City for a minimum of twelve calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the twelve months immediately preceding the leave.

Family leave shall be granted under the following circumstances:

- a. the birth of a son or daughter of the employee;
- b. the placement of a son or daughter with the employee for adoption or foster care;
- c. incapacity due to pregnancy, prenatal medical, or child birth.

Note: if husband and wife are both employed by the City, they are able to take a combined total of 12 weeks for reasons a or b above.

3. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days notice by the employee of the intent to utilize Family Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in

less than thirty days from the date of notice, the employee must provide as much notice as practicable.

4. STATUS OF BENEFITS WHILE ON FAMILY LEAVE

See section 11.14 for an explanation of benefit status regarding Family Leave.

5. RETURN TO WORK

Upon returning to work on or before the expiration of Family Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

6. MATERNITY

An employee shall be allowed reasonable unpaid break time to express breast milk for her nursing child for one year after the child's birth each time such employee has need to do so, in a place other than a bathroom that is shielded from view and free from intrusion.

11.8 FUNERAL LEAVE

In the event of the death of an immediate family member, a full-time employee may be granted up to three (3) workdays of paid leave to attend the funeral of that family member. The amount of time granted will be based upon the recommendation of the Department Head and will take into account such factors as travel and day of the week on which the funeral is held. The purpose of this leave is for funeral attendance and related memorial services. Immediate family, for the purpose of this section, is defined as spouse, child, grandchild, brother, sister, parent, or their functional equivalent; father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent of the employee, or relative whose place of residence was in the employee's home. Funeral leave and sick leave are separate and distinct. An employee's use of funeral leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. Temporary Annual Training Periods.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270; 38 USC 4301 et seq).

2. Emergency Active Duty.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMO 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270, 38 USC 4301 et seq).

3. Extended Active Duty Leave.

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMO 41.942).

- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed a probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan.
- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.
- e. The following authorized military operations are covered by this policy:
 - Operation Iraqi Freedom
 - Operation Enduring Freedom
 - Operation Joint Forge
 - Operation Noble Eagle
 - Operations Desert Falcon and Desert Focus
 - Operation Intrinsic Action
 - Operation Joint Guardian

Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
 - g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military status becomes effective or following 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify to receive military differential pay as described in subsection three (3) subparagraph c until up to 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMO 105.270.4).
 - h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
 - i. City retirement plans are subject to 38 USC 4318.
- 3.5. Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined 120 hours in a federal fiscal year (October 1 – September 30).
4. A copy of orders must be attached to all requests for annual, emergency, and extended active duty military leave. Before any payment of salary is made covering the period of leave the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order. (RSMO 105.270.2).

5. An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of 120 hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).
6. Reinstatement
 - a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, having given advance notice of such service or being excused by law from providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e)):
 - Less than 31 days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
 - 31 to 180 days service: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - 181 days of service or more: The employee must apply for reemployment no later than 90 days after completion of military service.
 - Service-connected injury or illness: Reporting or application deadlines are extended for up to two years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. Military Caregiver Leave

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave and who are immediate family members or next of kin (i.e. closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty (including aggravation of preexisting injury or illness). A covered ~~servicemember~~service member is an active member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list, or a military member discharged or released under conditions other than dishonorable at any time during the five-year period before commencement of leave who needs care due to undergoing medical treatment, recuperation, or therapy for such a serious injury or illness. Eligible employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable 12-month period for a single employee. Appropriate certification is required.

8. Qualifying Exigency Leave

Employees may receive up to 12 weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law~~.~~

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed 12 workweeks per calendar year for a single employee.

Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven days of notice) for a period of seven days from the date of notification;

- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Certain parental care for military member's parent who is incapable of self-care when care necessitated by the member's covered active duty, such as arranging for alternative care, providing immediate care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;
- Taking up to fifteen days of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

9. United States Coast Guard Auxiliary Leave

Pursuant to 41.1005 RSMo, any employee who is or may become a member of the United States Coast Guard Auxiliary shall be granted a leave of absence from their respective duties, without loss of time, regular leave, or of any other rights or benefits to which the employee would otherwise be entitled, for periods during which the employee is engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the Director of Auxiliary (DIRAUX) or other appropriate United States Coast Guard authority. Leave for such service shall be for no more than fifteen working days in any calendar year, or without regard to the length of time when responding to a state or nationally declared

emergency in the state of Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The City shall not be obligated to pay a salary to the employee during this leave of absence. The City shall have the right to request that the employee be exempted from responding to a specific mission.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on-duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed 60 days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sec. 11.4 and 11.7). A leave of more than 60 days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. PAID LEAVE

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave.

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. UNPAID LEAVE EXCEEDING 16 CALENDAR DAYS

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding consecutive 16 calendar days shall be required to pay the entire cost of continuing employee benefits, including health, dental, life and other insurances, throughout the duration of the unpaid leave. Benefits under City retirement plans are described in the plan documents. No Sick Leave shall accrue; however credited Sick Leave will remain on record. The employee shall not receive holiday pay. No Vacation shall accrue; however, credited Vacation will remain on record.

3. OCCUPATIONAL INJURY/ILLNESS LEAVE

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation pay or receive pay-in-lieu of vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. FAMILY LEAVE AND MEDICAL LEAVE

During Family Leave and Medical Leave, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the

leave. Benefits under City retirement plans are described in the plan documents. The rules under subsections 1 and 2 of this section 11.14 apply.

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods not to exceed five days. [The Department Head shall keep the City Administrator informed of all such investigations and decisions. The City Administrator may require additional disciplinary action.](#)

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation.

SECTION 13 PERSONNEL DISCIPLINARY APPEALS

13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR

- a. An employee may appeal to the City Administrator for a reconsideration and rehearing of any disciplinary action taken by a Department Head involving:
 1. dismissal;
 2. demotion;
 3. suspension without pay and/or, loss of compensatory time, singly or in combination, for more than three (3) days.

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for appeal and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall conduct a hearing at which time the employee may present witnesses or documents to support his position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the hearing.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the hearing.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS COMMITTEE

A. FORM OF REQUEST FOR AN APPEAL

If the employee is dissatisfied with the City Administrator's decision in a disciplinary hearing involving dismissal, demotion, or suspension without pay and/or, loss of compensatory time, singly or in combination, for more than three (3) days, or a Department Head or other employee is dissatisfied with the City Administrator's disciplinary action against them (unless otherwise provided by law, i.e. Section 106.273 RSMo subject to constitutional limitations) the employee may submit a request in writing for an appeal to the Personnel Appeals Committee ("the Committee"). Such request must be addressed to the "Personnel Appeals Committee Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center not later than seven (7) calendar days after the City Administrator issues and the employee receives a written decision.

B. RECEIPT OF REQUEST FOR AN APPEAL FROM EMPLOYEE ("APPELLANT")

1. Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Committee. After receipt from the City Clerk, the Chairperson of the Committee shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and the Department Head.
2. The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required in (b 1) above, forward a copy of the request for appeal to the members of the Personnel Appeals Committee and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

C. ASSIGNMENT OF LEGAL COUNSEL

The Chairperson may at any time request the City Council to hire legal counsel for the Committee. The purpose of legal counsel is to assist the Committee with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Committee. The purpose of the Procedural Review Meeting is to review committee procedures for the conduct of the hearing and the preparation of the decision. The Committee may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any committee member or other party to the underlying facts of a specific appeal before the Committee. Further, no discussion should be held by any members of the Committee concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Committee. All evidence is to be presented at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Committee, the Personnel Appeals Committee shall conduct a reconsideration and rehearing in accordance with the provisions of Chapter 536 RSMo. and the City of Creve Coeur Employee Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required.

A. NOTIFICATION OF HEARING DATE

The Chairperson of the Committee shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo., a minimum of ten days notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

B. COMMITTEE HEARING PROCEDURE

1. Consistent with Chapter 536 RSMo., the hearing shall be conducted in the manner most conducive to determination of the truth and the Committee shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Committee's decision is to be supported by substantial evidence on the whole record. Decisions made by the Committee shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Committee, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Meetings of the Personnel Appeals Committee shall be determined to be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri unless the employee requests the meeting remain open and the Committee approves that request. Notice of the meeting must be posted in conformance with the above stated policy. The meeting is to be opened as a public meeting and the Committee shall take a vote before closing the meeting for the hearing. The minutes shall reflect this action.
3. The Committee shall determine the relevancy, weight and credibility of testimony and evidence. The Committee shall base its findings on the preponderance of evidence.
4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Committee may ask

questions relevant to the matter after each witness testifies.

5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the meeting room until called by the Committee to testify.
6. Both the City and the appellant may be represented by legal counsel.
7. The Committee may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe the meeting and to give an oath to witnesses giving testimony. A city staff member shall keep minutes of the proceedings.
9. The Committee reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Committee shall announce, during the hearing, that the hearing is recessed to a specific time and date. No additional posting of the reconvened hearing is required.
10. In accordance with Section 130.020(e) of the Municipal Code, the City Council Liaison is not a voting member of the Committee. The Liaison shall not participate in the hearing or the deliberations and shall not vote on the matter.
11. The Committee shall meet in closed session to deliberate and to come to a decision concerning the matter. A majority of the Committee members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
12. Decisions of the Committee shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement of the findings on which the Committee based its decision. The decision shall set forth the charges, if any, the Committee finds to be sustained and the reasons therefore. A copy of the written decision shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator. The decision of the Personnel Appeals Committee shall be final and binding on the City.

C. PROCEDURES TO BE FOLLOWED IN ACCORDANCE WITH CHAPTER 536 RSMO.

1. All witnesses giving oral testimony shall be sworn.
2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any witness regardless of which party first called him to testify, and to rebut the evidence against him.
3. A party who does not testify in his own behalf may be called and examined as if under cross-examination.
4. The Committee shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Committee. The City will pay transcription costs. Minutes of the hearing will be kept for the Committee's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Committee shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Committee's decision, the Committee is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Committee, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e. proving or tending to prove the point) shall be considered by the Committee along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof can-not be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Committee to present the original evidence.

10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.
11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit at the hearing. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to insure fair and just treatment of employee concerns; to foster good communications between personnel to insure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A "grievance" is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, adopt personnel practices, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official and only audio recording of the conference.
- c. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions for his City retirement system, the employee may elect to retire and receive earned benefits under the applicable retirement system.

In addition the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

**A. FOR THE REGULAR, FULL-TIME EMPLOYEE WHO WORKS UNTIL
NORMAL OR UNREDUCED EARLY RETIREMENT DATE:**

1. Employee Hired Before July 1, 2001:

The City will pay the same percentage of the employee and dependent health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage. This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before

the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end. This is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

B. FOR A REGULAR, FULL-TIME EMPLOYEE, WHO SHALL WORK UNTIL EARLY RETIREMENT:

1. Employee Hired before July 1, 2001

This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until he has reached normal retirement age or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. Employee Hired On or After July 1, 2001:

This is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase his individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

C. ONE TIME RE-ENROLLMENT OPTION

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops group coverage with the City while otherwise eligible may re-enroll for such coverage provided the following conditions are met: (1) the retired employee dropped group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for group coverage with the City within 31 days of the date the other group coverage ends and before becoming eligible for Medicare. The opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee becomes subject to the appropriate provisions of Sections A and B above.

D. MEDICARE

When a retired employee subject to Sections A or B above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's continuously covered dependents shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once

eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level

courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Personnel Officer prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only en route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

An employee who is required to use his personal automobile in the course of performing his duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements. Employees shall refrain from any activity that distracts them from operating a motor vehicle with the highest degree of care, including texting and other use of hand-held communications devices.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incent employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time employee who qualifies to enroll in the City's health insurance plan for a portion of the cost of such other coverage if the employee elects to not enroll himself and/or some or all of his qualifying dependents in the City's health insurance plan and thereby reduces cost to the City. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City.

The annual reimbursement amount shall be \$600 per year per eligible employee.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payments shall be based on the number of months that the employee was eligible for the reimbursement over the preceding 12 month period ending on November 30 of the current year. An employee not meeting the eligibility requirements stated above for the entire 12-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the 12-month period.

15.11 CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE

As of July 1, 2013 the City self-insures up to \$1,100 of the \$1,500 individual deductible and up to \$2,200 of the \$3,000 family/dependent deductible in connection with employee enrollment in the City's health insurance plan. The employee is responsible for paying the first \$400 of the individual deductible and the first \$800 of the family/dependent plan deductible. Claims shall be submitted in accordance with procedures established by the City Administrator's office. Employees hired before July 1, 2001 who have retired and are receiving the benefit of City payment of a percentage of premium of the City health insurance plan are also eligible to participate in the City' self-insurance of the deductible on the same terms and conditions as an active employee. The City Council may amend these provisions by resolution at any time in its discretion, and such changes may be incorporated into this policy manual.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or 8 hours during a given week, ~~whichever is less~~, is required to submit a written request to his Department Head for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (130.050 and following sections). Employees should be respectful of each other's viewpoints and avoid unproductive debates at the workplace.

Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.

Each new employee is required to read these policies and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 HARASSMENT POLICY

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment or any hostile, aggressive or violent conduct. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint in good faith about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated.

1. DEFINITIONS

"Harassment" means unwelcome conduct that is based on race, color, sex or gender, gender identity, including sexual orientation, religion, national origin, ancestry, disability, age, family or marital status, and/or any other characteristic protected by law as well as sexual harassment or any hostile, aggressive or violent conduct. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. EMPLOYEE RESPONSIBILITIES

- A. No employee shall either explicitly or implicitly ridicule, mock, belittle or otherwise harass any person.
- B. Employees encountering harassment are encouraged to tell the person that

their actions are unwelcome and offensive. Timely documentation of the incident is recommended.

- C. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. SUPERVISOR'S RESPONSIBILITIES

- A. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- B. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- C. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. INVESTIGATION

- A. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.

- B. Any investigation will be conducted by the City in such a way as to maintain confidentiality to the extent practical under the circumstances.

However, employees shall not be precluded from discussing an investigation with each other unless expressly instructed to refrain from such discussions for such period of time as determined necessary by the city to protect witnesses, avert destruction of evidence, avert fraudulent testimony, or prevent cover-up.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the

harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have made a false, malicious, or contrived allegation of harassment against another employee shall be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request.

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those required by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each Department Head should report all

changes in address or phone number to the Personnel Officer in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 SUBSTANCE ABUSE POLICY

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to providing to its employees a safe and healthy work environment; and, to providing to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. The use, abuse and/or dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a means for the City to protect itself, and others, from the negligent or irresponsible actions of an employee who has consumed or has in their system alcohol/drugs while working as an employee of the City. The policy requires an employee to submit to an alcohol/drug test when there is **reasonable basis to suspect** use or abuse has occurred.

Any employee who appears to have **possession, to have consumed, to be impaired or to be under the influence of alcohol** shall be removed from the work place and be required to undergo testing by a blood alcohol measuring device or other medically acceptable means.

Any employee who appears to be **in possession of or to have consumed any illegal drug, or to be** impaired or under the influence of any drug, narcotic, or controlled substance will be removed from the work place and be required to report to a designated medical facility to undergo examination.

Violation of this policy shall be deemed misconduct and may also result in suspension or termination of employment, subject to applicable law.

The refusal to submit to any **required** testing is a disciplinary offense and may result in disciplinary action, up to and including termination.

The policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

Note: See Section 18 regarding drivers of commercial motor vehicles.

17.2 LEGAL DRUGS (excluding alcohol)

The use of any legally obtained drug, to the point where such use affects the employee's job performance is prohibited. No employee during work hours shall be under the effects of any drug which affects the employee's ability to perform his job, including the use of prescribed drugs under medical direction. In the event physician-directed use of drugs, including over the counter drugs, taken as directed by a physician, or voluntarily, affects job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. In the event treatment relates to disability, reasonable accommodations may be requested as discussed elsewhere in this manual.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; or,
2. drugs that are legally obtainable but have been obtained illegally.

The sale, possession, purchase, transfer, or use of illegal drugs by employees is prohibited.

No employee shall arrive on the City's premises under the influence of any illegal drug. This prohibition applies to any or all forms of drugs whose sale, purchase, transfer, possession, or use is prohibited or restricted by law.

Any employee engaging in the sale, purchase, transfer, possession or use of illegal drugs is subject to disciplinary action, up to and including in termination.

See Missouri Drug Free Work Force Act, Sections 105.1101 et seq. RSMo.

17.4 ALCOHOL

General

Employees shall not possess or consume an alcoholic beverage, have the odor of an alcoholic beverage on or about their person, or be under the influence of an alcoholic beverage during work hours to include lunch or break periods unless authorized or approved by the City Administrator or his designee. No alcoholic beverage shall be served or consumed on city premises or in vehicles owned by the city without permission of the City Administrator or his designee. The odor of an alcoholic beverage on or about any employee or other visible effects is sufficient cause to order an employee be tested for the presence of alcohol and/or to order the employee to leave the work place. Any employee engaging in the misuse of alcoholic beverages is subject to disciplinary action.

Employees - BAC

No employee during working hours shall report for work or be on duty when he/she has a blood alcohol level of .02% or greater.

Commissioned police officers

Commissioned police officers shall not report for work, be on duty, or act in the capacity of police officer (to include off-duty details) when he/she has a blood alcohol level of .02% or greater.

17.5 PRE-EMPLOYMENT SCREENING

In an effort to minimize the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from employment consideration after a confirmation test has confirmed the positive results. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.6 POST-HIRING TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse or whose behavior creates a reasonable suspicion (includes the odor of an alcoholic beverage on or about the person) to cause the Supervisor, based on personal observation or credible reports from others, to believe the employee may be under the influence of drugs and/or have consumed alcohol shall be escorted by the Supervisor for testing as outlined in section 17.7.

The Supervisor shall as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the drug/alcohol test result and a review of the incident by the Office of the City

Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, and the odor of alcohol is no longer noticeable, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

Failure by the employee to comply with the request of the Supervisor to relinquish his/her duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee has consumed or may be under the influence of alcohol, drugs, and/or a controlled substance, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately.

2a. If a Supervisor has reason to believe the employee has consumed, is impaired, or is under the influence of alcohol, testing may be conducted by a certified operator of a blood alcohol measuring device certified by the State of Missouri Department of Health. The employee shall not operate a motor vehicle or leave the escort of a Supervisor.

2b. If a Supervisor has reason to believe the employee is impaired or under the influence of drugs, or has consumed or used an illegal drug the employee shall be escorted by a Supervisor to a medical facility or tested in a manner approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor.

3. When a drug test (other than for alcohol) is required, the specimen collection shall be conducted by the medical staff in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern, in accordance with applicable law including Section 288.045 RSMo.

4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.
5. Proper chain of custody procedures shall be followed by the laboratory or medical facility to safeguard the integrity of the sample.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of obtaining test results. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

For provisions regarding test procedures and results, see section 18.6C.

17.8 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be required to obtain professional assistance from a source approved by the City. Participation in a professional assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

If the employee is required to participate in a professional assistance program the successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing to verify he has remained substance free for a period of at least one year. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to remain substance free once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

A. Rehabilitation Contract

If the City decides to retain an employee, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee **shall** agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the substance abuse professional (SAP) or by a rehabilitation professional accepted by the City; and
2. the employee **shall** agree to refrain from any violation of the City's alcohol and substance abuse policies and the use of controlled substances and alcohol consistent with the plan of rehabilitation and the City's policies; and
3. the employee **shall** provide a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. the employee **shall** agree to unannounced random testing for periods of time determined by the City subsequent to the employee's return to work consistent with the City's alcohol and substance abuse policies; and
5. the employee **shall** agree to submit to return- to- work testing demonstrating that the employee is negative under controlled substance and/or alcohol tests standards; and
6. the employee **shall** agree that any future violations of the substance abuse policy shall be considered as a resignation of the employee from City service without recourse.

17.9 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See section 17.8 Rehabilitation)

17.10 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional ~~well-being~~ **well-being** are essential to the ability of the individual to perform his job duties. **Education and training efforts will be designed to assist the Supervisor with fulfilling their responsibilities under this policy.**

17.11 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and

the Substance abuse professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES.

18.1 PURPOSE

The purpose of the Omnibus Transportation Employee Testing Act of 1991 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All other city employees are governed by the policy outlined in Section 17 of this manual.

18.3 DEFINITIONS

Alcohol: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol concentration: the concentration of alcohol in a person's breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use: the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Commercial Motor Vehicle: a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo.) and the Act:

- (a) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or

- (b) has a gross vehicle weight rating of 26,001 or more pounds; or
- (c) is designed to transport 16 or more passengers, including the driver; or
- (d) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Confirmation Test: a second test conducted after an initial alcohol or drug test to confirm the presence of alcohol or drug metabolites in an employee's system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

Controlled substance: the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

Screening Test (initial test): the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

Commercial ~~Drivers~~Driver's License (CDL): a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

Medical Review Officer (MRO): a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Substance Abuse Professional (SAP): a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

Safety Sensitive Functions relating to the operation of commercial motor vehicles means: all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

1. waiting to be dispatched, unless the driver has been relieved from duty;
2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

- a. **Performance of Safety Sensitive Functions.**
An employee is prohibited from performing any safety sensitive functions and from engaging in any work related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post accident testing as specified in this policy.
- b. **Unauthorized Use and/or Possession of a Controlled Substance.**
Duty to inform physician of performance of safety sensitive functions and obtain release. An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription, it is the employee's duty to inform the prescribing doctor that they perform safety

sensitive functions while at work and to obtain from that doctor a release to perform such work while taking or using the prescribed substance. The employee is prohibited from using the prescribed substances other than in the amount and manner prescribed.

- c. **Notification of Side Effects of Prescribed Controlled Substance.**
Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work related activity.
- d. **Unauthorized Possession of Alcohol on Duty.**
An employee is prohibited from the unauthorized possession of alcohol while on duty.
- e. **Requirements for Employee to Notify of Violation/Conviction.**
Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.
- f. **Consequences of Testing Positive.**
An employee testing positive on an alcohol and/or controlled substance test will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment [subject to applicable law](#). Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination [subject to applicable law](#).

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

A. TESTING

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return to work, and follow-up testing.

1. **Pre-Employment Testing**

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least 120 days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. **Reasonable Suspicion Testing**

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to complete the appropriate required documentation within twenty four (24) hours of the observed behavior or before the results of a controlled substance test are released, ~~which ever~~ whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. The City will document the reasons for not promptly conducting the required tests.

3. **~~Post-Accident~~ Post-Accident Testing**

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling

damage to one or more vehicles requires towing from the accident site to occur.

~~Post-accident~~ Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than before eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require the delay of medical attention or other assistance necessary in responding to the accident.

4. Random Testing

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. Follow-Up Testing

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

7. Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs

for employee requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

B. FAILURE TO TEST

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

C. TESTING PROCEDURES AND RESULTS

1. Alcohol

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath. An initial screening test will be conducted. Any result that is less than 0.02 alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work related activity and the employee shall not be permitted to resume work, if at all, until the employee is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test.

2. Controlled Substances

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is an alternative medical explanation for the test result. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYMENT ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol abuse.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic (alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. Omnibus Transportation Employee Testing Act of 1991
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Agreement
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

RESOLUTION (ID # 1023)

**Resolution No. 1117 - a Resolution of the City Council of the
City of Creve Coeur, Missouri, Authorizing Execution of a
Cooperative Purchasing Agreement with the Members of the
West Central Dispatch Center and Related
Telecommunications Service Agreement with Charter
Communications.**

An opportunity to reduce telecommunications services costs has arisen in connection with the city's participation in the West Central Dispatch Center with the cities of Frontenac and Town and Country. The proposed joint purchasing agreement would also apply to any future cost saving opportunities.

RESOLUTION No. 1117**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH THE MEMBERS OF THE WEST CENTRAL DISPATCH CENTER AND RELATED TELECOMMUNICATIONS SERVICE AGREEMENT WITH CHARTER COMMUNICATIONS.**

WHEREAS, Section 70.220 RSMo authorizes the governing bodies of cities to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement or facility, or for goods and services;

WHEREAS, cooperative purchasing agreements between and among public agencies have been shown to improve competition, quality, and services, to provide lower prices for materials, goods and services, and to avoid duplication of efforts;

WHEREAS, the Cities of Town and Country, Frontenac and Creve Coeur currently cooperate with each other in the operation of the West Central Dispatch Center (WCDC);

WHEREAS, additional cooperative purchasing opportunities exist beyond the scope of the operations of the WCDC;

WHEREAS, the City desires the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials, goods and services through cooperative purchasing;

WHEREAS, the City Council has determined that it will be beneficial to enter into a cooperative purchasing agreement to be positioned to take advantage of such opportunities, and has additionally determined that a cooperative purchase of telecommunications services pursuant to that agreement is in the best interests of the City;

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

Section 1: The WDCDC Cooperative Purchase Agreement attached hereto as **Exhibit 1** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit 1** subject to final changes 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.

Section 2: The Charter Communications Voice Trunk, Data Transport, and Business Internet Access, Video and Music Service Agreements attached hereto collectively as **Exhibit 2** are hereby approved pursuant to the WDCDC Cooperative Purchasing Agreement, to be made in the name of the WDCDC for the benefit of the City and the other WDCDC member cities, for a term of 60 months, with a one-time fee to the City of up to \$1,000.00 and at a total annual cost to the City of up to \$12,000.00 (distinct from the City's required contributions to WDCDC operating costs), subject to final changes 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 is authorized to execute the necessary documentation to enable the City to obtain services pursuant to the agreements and the WDCDC Cooperative Purchasing Agreement. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreements.

Section 3: This Resolution shall take effect upon approval.

Adopted this 14th day of July, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

WCDC COOPERATIVE PURCHASING AGREEMENT

This COOPERATIVE PURCHASING AGREEMENT (hereinafter, the “Agreement”) is made when signed by at least two of the following parties: the City of Town and Country, Missouri, the City of Frontenac, Missouri, the City of Creve Coeur, Missouri, and the West Central Dispatch Center (WCDC).

STATEMENTS OF BACKGROUND AND PURPOSE:

These Statements of Background and Purpose form an integral part of this Agreement.

- A. Section 70.220 RSMo authorizes the governing bodies of cities to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement or facility, or for goods and services.
- B. Cooperative purchasing agreements between and among public agencies have been shown to improve competition, quality, and services, to provide lower prices for materials, goods and services, and to avoid duplication of efforts.
- C. The Cities of Town and Country, Frontenac and Creve Coeur currently cooperate with each other in the operation of the WCDC.
- D. Additional cooperative purchasing opportunities exist beyond the scope of the operations of the WCDC.
- E. The parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials, goods and services through cooperative purchasing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. Definitions.

When used in this Agreement, the following words shall have the following meaning:

“Member Agency” means the WCDC or a City that is a party to this Agreement and who desires to participate in the cooperative purchase of goods or services.

“Provider Agency” means the WCDC or a City that is a party to this Agreement and who is responsible for the solicitation of bids or proposals pursuant to this Agreement. The Provider Agency is responsible for administration of the cooperative purchase program and to provide coordination between Member Agencies with regard to a specific purchase of goods or services.

II. Members and Providers.

A. A Provider Agency is responsible for administration of the cooperative purchase program and to provide coordination between Member Agencies with regard to a specific purchase of goods or services.

B. Member Agencies will communicate as needed about the quantity and types of materials, services and equipment that may be cooperatively purchased.

C. The Member Agency that decides, in its discretion, to serve in the capacity of Provider Agency for a specific purchase of goods or services will notify the other Member Agencies about the proposed cooperative purchase. A Provider Agency shall serve without compensation.

D. Member Agencies will provide timely responses to a Provider Agency to ensure that purchases can be made in a timely manner. Each Member Agency retains full discretion as to whether to participate in any request for bids or proposals and as to whether to make a purchase. Each Member Agency participating in a purchase is responsible for issuing necessary purchase orders, obtaining any necessary approvals, payment of all costs and fees incurred pursuant to this Agreement and making arrangements for receiving all materials, services and equipment.

III. Cooperative Purchasing Program.

A. Process. The process described below will generally be used for procurement of goods or services:

1. The cooperative purchasing process begins with notice by a Provider Agency to the Member Agencies describing the goods or service proposed for cooperative purchase and the expected bid or proposal, award and delivery or performance date(s).

2. A Member Agency desiring to cooperatively purchase will provide an estimate of the quantity of the goods or services desired and such other information as may be necessary for a potential vendor to bid or propose.

3. Based on information provided by Member Agencies, the Provider Agency will request bids or proposals for the goods or service. **The request will state that each participating Member Agency reserves the separate right to reject any and all bids. The request will instruct prospective respondents to indicate whether their bid or proposal is contingent upon any specific total purchase quantity by Member Agencies.** Upon receipt of the bids or proposals, the Provider Agency will notify the Member Agencies of the results.

4. Member Agencies that desire to make a purchase will timely obtain any necessary approvals and provide a purchase order for the goods or service with the quantity stated thereon.

5. The Providing Agency will place an order with the vendor. Depending on how the Provider Agency chooses to manage a specific bid, the purchase order may be provided by the Providing Agency or by each Member Agency to the vendor.

6. All Member Agencies acknowledge their obligation to make timely payment of their respective financial obligations. If the Providing Agency agrees to make payments on behalf of all participating Member Agencies for a specific purchase, those participating Member Agencies will make timely payment of their share to the Providing Agency.

B. Forms. The Member Agencies may develop uniform forms for use for the procurement of particular goods or services in the cooperative purchasing program.

IV. Review of Program.

Member Agencies are encouraged to regularly review and discuss the cooperative purchasing program and recommend improvements.

V. Indemnification and Immunity.

To the fullest extent permitted by law, each Member Agency agrees to indemnify, defend and hold harmless each of the other Member Agencies, their elected and appointed officials, officers, employees, and agents from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses arising out of or connected with any breach by such Member Agency of this Agreement. Nothing herein shall be deemed as a waiver of sovereign immunity by a Member Agency.

VI. Term and Withdrawal of Member Agency.

A. The initial term of this Agreement shall be for one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms until terminated.

B. A Member Agency may withdraw from the program and terminate this Agreement as it applies to that Member Agency by notifying the other Member Agencies in writing. A withdrawing Member Agency is required to fulfill all of its duties and obligations pursuant to this Agreement. This Agreement shall continue in force and effect as to all other Members Agencies until such time as it is terminated by them.

VII. Miscellaneous Provisions.

A. This Agreement may be amended only in a writing executed by an authorized person of each party.

B. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

D. This Agreement shall be in effect from and after its execution by all of the parties hereto.

E. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the one and the same instrument.

F. All functions and activities under this Agreement shall be for the benefit of the Member Agencies. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any rights or cause of action against Parties to this Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement after duly obtaining authorization to enter into same from the governing body thereof in accordance with applicable law.

CITY OF TOWN AND COUNTRY

By Date

Attest:

City Clerk Date

CITY OF FRONTENAC

By: Date

Attest:

By: Date

CITY OF CREVE COEUR

By Date

Attest:

City Clerk Date

WEST CENTRAL DISPATCH CENTER

By: Date

Attest:

By:



201312053100339

VOICE TRUNK SERVICE AGREEMENT

This Charter Business ("CB") Voice Trunk Services Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Advanced Services (MO), LLC, on behalf of itself and its Affiliates that provide communications services, ("Charter Business" or "Charter") with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and West County Dispatch Center - City of Creve Coeur, ("Customer") with offices located at 300 N NEW BALLAS RD, SAINT LOUIS, MO 631417533.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. CB Voice Trunk Services are governed by the terms and conditions contained in the applicable Tariff(s)/Service, Price and Terms Guide for the U.S. state in which the Service is provided and any applicable federal tariff. The applicable CB Voice Trunk Service Tariff(s)/Service, Price and Terms Guide for your state can be found at Charter's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL), and clicking on your U.S. state.

This Agreement and each Service Order will be effective only after both parties have signed each document.

Customer's continuous use of the Service(s) after the implementation of any change(s) to the applicable Tariff(s)/Service, Price and Terms Guide or terms and conditions of the Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the applicable Tariff(s)/Service, Price and Terms Guide that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

If any provisions herein conflict with provisions in Charter's tariff(s) or Service Price and Terms Guide (as applicable), the tariff(s) or Service Price and Terms Guide (as applicable) shall control.

SERVICE ORDER

Under the Voice Trunk Service Agreement

CUSTOMER INFORMATION:

Account Name: West County Dispatch Center

Invoicing Address: 300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533/1011 Municipal Center Dr, St Louis, MO 63131-1133

Invoicing Special Instructions: _____

Customer Federal Tax ID#: _____

1. SITE-SPECIFIC INFORMATION. Each Service Location requires a separate Service Order

☐ NEW ☐ RENEWAL ☐ CHANGE Specify: _____

Proposed Installation Date: TBD

Service Location (Address): 300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

2. SITE-SPECIFIC INFORMATION. *Each Service Location requires a separate Service Order*
☐ NEW ☐ RENEWAL ☐ CHANGE Specify: _____
 Proposed Installation Date: TBD

Service Location (Address): 1011 Municipal Center Dr, St Louis, MO 63131-1133

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Service Period: 60 months

Charter provided:

Charter will install the Charter Business® Voice Trunk Service ("Voice Trunk") into each customer Service Location as listed in the Service Order(s). The parties hereby acknowledge that Charter will also supply facilities at each Service Location as may be necessary to provide the Service(s) as specified in the Service Order(s).

Charter will terminate any necessary fiber-optic cable required for use of the Service on a patch panel at an agreed upon Minimum Point of Penetration (MPOP) fifty (50) feet within each Service Location, pursuant to the terms of a separate agreement entered into by the parties. Customer shall be responsible for paying Charter for any costs associated with installation of fiber optic cable or other facilities to an MPOP located more than fifty (50) feet within a Service Location.

Customer Provided:

The Customer will make available to Charter a building ground connection at each Service Location that meets current electrical code requirements for the placement of a fiber-optic patch panel and/or other necessary equipment. It is recommended that the Customer provide a separate 20 Amp 110V AC circuit that is powered by a UPS system for the customer premises electronics and/or other facilities installed by Charter at the Service Location.

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Cell			
Email Address			

MONTHLY SERVICE FEES:	
CB Voice Trunk Services:	
12 Channel PRI MRC: 12 Channel PRI Qty:	
23 Channel PRI MRC: 23 Channel PRI Qty: (1) 300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533 (2) 1011 Municipal Center Dr, St Louis, MO 63131-1133	\$900.00

Total PRI MRC:	\$900.00
Total SIP Trunk Pack MRC: SIP Trunk Pack Quantity: _____	_____
Total PRI/SIP DID 10 MRC: PRI/SIP DID 10 Quantity: _____	_____
Total PRI/SIP DID 20 MRC: PRI/SIP DID 20 Quantity: _____	_____
Total PRI/SIP DID 100 MRC: PRI/SIP DID100 Quantity: (2) 300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533 (2) 1011 Municipal Center Dr, St Louis, MO 63131-1133	\$70.00
Total PRI/SIP Additional Services MRC: PRI/SIP Additional Services: _____	_____
Long Distance Service: <u>Business LD 5000 Per Location</u>	\$0.00
CB Toll Free Number Information:	
BT: Toll Free Numbers Monthly Fee: BT: Quantity Toll Free Numbers: _____	_____
BT: Toll Free Features Monthly Fee: BT: Toll Free Features: _____	_____
BT: Toll Free Directory Listing Fee: BT: Toll Free Directory Listing: _____	_____
Related Services:	
Additional Listing: _____	_____
Additional Services: _____	_____

TOTAL MONTHLY SERVICE FEES	\$970.00
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ONE-TIME CHARGES:	
Additional Outlets to Install:	_____
Wall Fishes:	_____
Other Services Provided:	_____
One-Time Standard Installation Fee:	_____
ONE-TIME CHARGES	\$0.00

2. TOTAL FEES.*

Total Monthly Service Fees of \$970.00 are due upon receipt of the monthly invoice.*

Total One-Time Charges of \$0.00 are due with payment of the first monthly invoice.*

** Customer understands and agrees that pricing set forth herein is unique to the Customer and is Charter confidential information.*

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

4. ADDITIONAL INFORMATION.

- Customer understands and agrees that installation of the Service(s) described in this Service Order will not occur until Customer provides the following completed documents to Charter:
 - Voice Trunk Configuration Sheet;
 - Voice Trunk DID Sheet;
 - Voice Trunk Directory Listing Sheet.
 - Customer's long distance minutes to Alaska, Hawaii, Canada, Puerto Rico, intrastate long distance or calls to local access providers charging "per minute" rates that are higher than the four then-current largest ILECs within the U.S., must not exceed 10% of Customer's total long distance usage from Charter within a one-month billing cycle. Notwithstanding anything to the contrary stated in this Agreement, in the event Customer's usage of the aforementioned Services exceeds the 10% limitation in any one-month billing cycle, Charter shall have the right to suspend, upon twenty-four (24) hours notice (via telephone and/or email), the affected Service(s). Customer shall have (7) days to notify Charter it has modified its long distance traffic usage to comply with this provision before Charter restores Service(s). In the event Customer violates this provision more than two (2) times within any twelve (12) months, Charter will have the right to terminate the respective Service Order and/or the Agreement.
5. **EMERGENCY CALLING.** By executing this Service Order, Customer acknowledges that Customer's address for 911/E911 purposes shall be the Service Location to which Charter delivers Service(s), and Customer accepts any limitations on the 911/E911 functionality of the Service(s) as specified in the for Voice Trunk Service Agreement.
6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
8. **FACSIMILE.** A copy sent via fax machine, or scanned and e-mailed, of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid Order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

By: Charter Advanced Services (MO), LLC

By: Charter Communications Inc., Its Manager

Signature: _____

Printed Name: _____

Title: _____

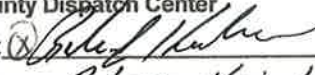
Date: _____

Charter Business Account Executive:

Name: Patrick Durham

Sales Code: _____

West County Dispatch Center

Signature:  _____

Printed Name: Robert Heimbergel

Title: CM

Date: 3-14-2014

Telephone: (636) 387-6577

Attachment: West County Dispatch Center Signed PRI agreement (1023 : Resolution No. 1117 - WCDC Coop Purchase)

COMMERCIAL TERMS OF SERVICE

1. AGREEMENT TERM. This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.

2. SERVICE. Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

3. STANDARD PAYMENT TERMS. Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway enterprise session border controller, electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the Charter-owned or controlled physical elements necessary to provide the Services.

(a) Charges. Customer shall pay all charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to, a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.

(b) Taxes, Surcharges, and Fees and Fees. Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).

(c) Modification of Terms. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of any Service(s) (other than any assessment of Applicable Taxes on the revenues generated or paid pursuant to this Agreement), Charter and Customer shall negotiate in good faith regarding the Monthly Service Fees to be charged Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new Monthly Service Fees within thirty (30) days after Charter's delivery of written notice requesting renegotiation,

then (a) Charter may pass such increased costs through to Customer as a Monthly Service Fee increase, and (b) if Charter elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination to Charter within ten (10) days of Customer's receipt of Charter's notice of such Monthly Service Fee increase.

(d) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three (3) days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(e) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

(f) Invoicing Errors. Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.

(g) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.

(h) Non-payment. If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.

(i) Collection Fees. Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.

(j) Bundled Pricing. If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:

(i) In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the

Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

(ii) Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's ala carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION

(a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

(b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services. If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter. Customer shall be responsible for providing sufficient rack space, wall mount space, power and HVAC for any routers and/or media gateways necessary for proper working conditions in support of the Service.

(d) Installation. Charter will schedule one or more

installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

(e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

(a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct.

Customer Shall:

- (i) Safeguard Equipment against others;
- (ii) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- (iii) Not hire nor permit anyone other than personnel authorized by Charter, acting in their official capacity, to perform any work on Equipment; and
- (iv) Not move nor relocate Equipment to another location or use it at an address other than the Service Location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement, in addition to reasonable collection costs (including reasonable attorney fees). Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

(b) Customer Responsibilities.

(i) Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

(ii) Customer shall be solely responsible for providing battery back-up to the Fiber Access Router and Media Gateway(s). Customer acknowledges and accepts that the Service will not function without power and any power outage shall be the sole responsibility of Customer.

(iii) Customer shall configure any Customer equipment used in connection with the Service based on specifications provided by Charter.

(iv) Customer shall provide T1 cables for connectivity to the RJ48X jack(s) connected to the Media Gateway(s).

(v) Customer shall be solely responsible for the physical connection of Customer's equipment to the RJ48X jack(s).

(c) **Ownership.** Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected, in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.

(d) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be

solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, and expense of other liability arising out of any Customer use of the Administrative Web Site. Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

7. VOICE TRUNK SERVICE. Voice Trunk includes dedicated access for inbound and outbound local and long distance services, one primary phone number which includes unlimited local calling, a single white and/or yellow page listing (on an account basis), access to operator services, and inbound caller ID. Charter will route calls (i) from the PSTN and terminate them to either a RJ48X jack (T1/PRI) or the enterprise session border controller (SIP Trunking), and (ii) from the RJ48X jack or enterprise session border controller (SIP Trunking) to the PSTN. Charter may temporarily block Service where Charter reasonably believes it to be fraudulent or where reasonably necessary to protect Charter's network.

(a) **T1 PRI Dedicated Access ("T1 PRI").** Voice Trunk is a dedicated, high speed, multi-purpose switched access digital interface providing twenty-three (23) bearer channels and one (1) signaling channel (23B+D). Multiple channels in Voice Trunk T1 PRIs may be grouped together allowing calls to overflow from one channel to another within the group. Each Voice Trunk T1 PRI will be provisioned with 23B+D; Non-facility Associated Signaling ("NFAS") is not supported.

(b) **SIP Trunking Dedicated Access ("SIP Trunking").** Voice Trunk – SIP Trunking is a dedicated, high speed, multi-purpose switched access digital interface providing four (4) bearer channels in each pack. Multiple channels may be grouped together allowing calls to overflow from one channel to another within the pack and from one pack to another.

(c) **Charter Provided Customer Premises Equipment.** Voice Trunk requires that the following Equipment be installed by Charter at the Service Location. Charter retains all property interests in such Equipment:

(i) **Fiber Access Router.** Charter provides Voice Trunk over Charter-provided fiber only. Charter shall provide a Fiber Access Router to connect Charter's fiber network to the Media Gateway described below. Customer shall procure extension of fiber, as necessary, to the Service Location under a separate agreement.

(ii) **Media Gateway(s) (T1 PRI).** At least one Media Gateway is required for the T1 PRI Service. Charter shall provide a Media Gateway that will provide the T1 PRI interface(s) to Customer's equipment. Media Gateways may be ordered in configurations supporting 1, 2, 4, 8, or 16 T1s and may be stacked to provide any combination of the foregoing. Each Media Gateway has a fixed configuration, meaning that an increase in T1 capacity will require either a replacement of the existing Media Gateway or the addition of another Media Gateway.

(iii) **RJ48X Jack (T1 PRI).** For each Voice Trunk T1 PRI, Charter shall provide an RJ48X jack cabled to the

Media Gateway(s). **"Demarcation Point"** means a RJ48X jack wired to a Media Gateway as described herein.

(iv) Enterprise Session Border Controller. At least one enterprise session border controller (eSBC) is required for the SIP Trunking Service. Charter will provide an eSBC to enable the SIP Trunking interface(s) to Customer's equipment. Multiple eSBCs may be provided by Charter.

(d) Related Services. Charter offers additional services under its tariff(s) and/or Service Price and Terms Guides for use with Voice Trunk. The following are considered additional and/or related services: Directory Assistance, Operator Services, Private Number, Additional Listing, Call Blocking Features (Block 3rd Party / Collect, Block International, and/or Toll Restriction), Domestic Long Distance, International Long Distance (enabled only upon Customer request), Toll Free Service (800, 888, 877, and 866), Installation, Dispatch/Maintenance, and Reconnection.

(e) Direct Inward Dialing ("DID"). Charter provides DIDs in blocks of ten (10), twenty (20), or one-hundred (100), which may or may not contain numbers that are contiguous.

(f) Voice Trunk Overflow Feature. "Voice Trunk Overflow" is a feature of Voice Trunk T1 PRI and SIP Trunking Service. Customer can program its Voice Trunk Service to enable incoming calls to overflow from one or more PRIs or SIP Trunk packs (as applicable) at one Customer Service Location to the PRI, PRIs or SIP Trunk packs at a second Customer Service Location. Customer will pay the monthly recurring charge for the Voice Trunk Overflow feature. Certain technical limitations apply and Voice Trunk Overflow is not available in all service areas.

(g) Voice Trunk DID Overflow Feature. "DID Overflow" is a feature of Voice Trunk Service. Customer can program its Voice Trunk Service to enable incoming calls to a specific DID to overflow to another U.S. domestic telephone number. Customer will pay the monthly recurring charge for the DID Overflow feature. Certain technical limitations apply and DID Overflow is not available in all service areas.

(h) Disaster Recovery Feature. "Disaster Recovery" is a feature of CB Voice Trunk T1 PRI and SIP Trunking Services. In the event of an Service outage, Customer can contact the CB NOC, of which contact information is provided in the Customer Welcome Letter, and request that certain Direct Inward Dial ("DID") or other phone numbers be temporarily forwarded to the phone numbers of another Customer location until the outage event is corrected and Service is restored. There is no charge for the Disaster Recovery feature; provided, however Customer will pay a one-time Disaster Recovery fee if the outage event was caused by the Customer.

(i) Local Number Portability.

(i) Porting In. Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Charter for use with Voice Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, and shall indemnify, defend and hold harmless Charter and its Affiliates from any third-party claim related to or arising out of any porting request. Charter shall coordinate

telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Charter shall port in a telephone number using one of the following agreed upon methods:

(ii) Spare Equipment Cut. "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Charters Service(s) prior to telephone number porting. Charter and Customer shall verify the operational stability of the Service(s) in advance of Charter issuing a request to port Customer's telephone numbers from Customer's FLSP to Charter's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.

(iii) Hot Cut – Business Hours. "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Charter's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Charter will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.

(iv) Hot Cut – After Hours. For purposes of this section, Hot Cut has the same meaning as in Section 7(i)(iii). "After Hours" means any time outside of Business Hours. Charter will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Charter shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Charter from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

(v) Porting Out. Charter may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Charter's network, Customer shall remain bound by the terms of the Agreement and this Product Attachment (including, without limitation, Customer's obligation to pay for any

applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Charter at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Charter to another service provider.

8. E-911 EMERGENCY CALLING SERVICES. With respect to any Service(s) provided by Charter, Customer's address for 911/E911 purposes shall be the Service Location to which Charter delivers such Service(s). Customer agrees that a Phone Plus Remote Office location is not a Service Location at which Service is installed. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(a) E-911 Routing. Enhanced 911 calling ("E-911") enables End-Users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. The ANI may be the calling party number (CPN) or the billing telephone number (BTN) depending on Customer's configuration. Pursuant to FCC requirements, Charter enables the routing of E-911 calls only in locations where such 911 calling is available and only under the limited circumstances described below. The ability of an End-User to access an appropriate PSAP depends on the location of the telephone used. Furthermore, Charter will only send the main billing telephone number to the PSAP with E-911 service. A Phone Plus Remote Office location is not a Service Location at which Service is installed and calls to a PSAP or other emergency answering point are not permitted utilizing the Phone Plus Remote office Feature.

(b) Charter Business Private Switch/Automatic Location Identification ("CB PS/ALI"). If Customer requires station-specific ALI (including the floor and/or room number within a building) delivery to the PSAP for a private branch exchange ("PBX"), key service unit ("KSU") or other private telephone switch, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must order CB PS/ALI, where available (i.e., not available in all Charter areas), and must obtain the software and support that enables private switch ALI from a third-party provider. Where available, CB PS/ALI Service can only support the delivery of the end-user's station-level telephone number(s) to a PSAP when such telephone numbers are ported to Charter during the initial provisioning process or if such telephone numbers are assigned by Charter.

(c) Corrupt ANI and Emergency Call Identification Limitations. If the ANI delivered to Charter in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Charter to default PSAP. In such cases, the call will be answered by operators who will relay the call to the appropriate emergency service provider based on the End user's ability to communicate a current location and emergency service needed. If the end-user is unable to communicate its current location, reasonable call identification procedures will be implemented. Call identification capabilities may be limited.

(d) LIMITATIONS OF E-911 CALLING. THE FOLLOWING EVENTS CAN LIMIT ACCESS TO E-911 CALLING:

(i) Loss of Electric Service. Service will be interrupted if there is a loss of electric service. Customer shall be

responsible for providing a battery backup system, or an uninterrupted power supply, for its phone system and for the Equipment Charter installs at each Service Location.

(ii) Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end functionality (e.g. routers, gateways, etc.) can limit access to E-911.

(iii) Non-Recognition of Phone Number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the end-user is located), E-911 access may be limited.

(e) E-911 end-user Notice Requirement. Customer will notify all of its end-users receiving Service under this Agreement of the limitations of E-911 set forth above. Upon request, Charter will make available to Customer E-911 end-user information to assist the Customer in satisfying this notice requirement.

(f) E-911 INDEMNITY. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD CHARTER HARMLESS FROM ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES AND/OR EXPENSES ARISING FROM THE NON-IMPLEMENTATION OF PRIVATE SWITCH ALI AS MAY BE REQUIRED BY APPLICABLE STATE LAW, THE ENABLING OF STATION-LEVEL 911 SERVICE, AND/OR THE FAILURE OF PRIVATE SWITCH ALI OR STATION-LEVEL 911 SERVICE, IF ENABLED.

(g) CUSTOMER'S SPECIFIC E-911 ALI OBLIGATIONS. Customer agrees to comply with private switch ALI requirements for E-911 Service as mandated by applicable state law.

9. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement, the Hosting Software shall be considered third-party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

10. CUSTOMER USE. Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other

Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.

11. PERFORMANCE. Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

12. SERVICE INTERRUPTION CREDITS. For purposes of this Agreement, Customer shall be entitled to one (1) hour of Service Interruption Credit per Service Location per affected Service, for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer-provided equipment or facilities, (c) is not caused by scheduled maintenance and (d) is reported to Charter within twenty-four (24) hours of the commencement of the interruption. Service credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Service Location. A "Service Interruption" is the continuous period of time during which a respective Service is totally interrupted to one or more of Customer's Service Locations. A Service Interruption commences when Customer makes Charter aware of such Service Interruption and ends when the Service is operational and the trouble ticket is closed. Service Interruption Credits will be based on the Customer's Monthly Service Fee (for the affected Service) for those Service Locations and affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Interruption Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service Interruption occurred. Within thirty (30) days of the date of a specific Service Interruption, the Customer must contact Charter at 1-866-603-3199 (or successor applicable toll-free number) to request a Service Credit for such Service Interruption. Charter will exercise commercially reasonable efforts to respond to such Service Interruption Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Interruption Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services per the terms of the Service Order and/or the Agreement. The Service Credit shall be calculated as follows:

Service Credit = (Per Hour Rate) x (# of consecutive hours during Service Interruption)

Per Hour Rate = (Per Day Rate)/(24 hours)

Per Day Rate = (Monthly Service Fee)/(30 days)

Any Service Interruption that exceeds a consecutive period of twelve (12) hours shall be considered a Service Interruption of one (1) day.

13. DEFAULT; SUSPENSION OF SERVICE; TERMINATION. No express or implied waiver by Charter of any event of default

shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

(i) Customer is more than 30 days past due with respect to any payment required hereunder;

(ii) Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) Charter's Right to Suspend Service. Charter may immediately suspend Service(s) without liability if Charter is ordered, directed or requested by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to suspend Service(s), in whole or in part, or if Customer breaches any other material obligation hereunder, and may continue a suspension until such order expires or has been withdrawn or such breach has been cured to the reasonable satisfaction of Charter, or until Charter terminates the applicable Service(s), Service Order(s) or the Agreement.

(d) Charter's Right to Terminate and Termination Charge. If Customer is in Default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

(i) Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place; or

(ii) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus, (2) any and all previously waived OTCs.

(e) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

(f) Customer's Right to Terminate and Termination Charge.

(i) In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

(ii) Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, and if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

(iii) If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the Service Locations covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

14. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

(a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in providing the Services pursuant to industry standards. Charter does not warrant that Services will be error free or uninterrupted.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY

CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

(b) LIMITATIONS OF LIABILITY. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, CHARTER SHALL NOT BE LIABLE FOR ANY CLAIM OR DAMAGES CAUSED BY OR ARISING OUT OF A FAILURE TO ROUTE CALLS, INCLUDING 911 CALLS, DUE TO: (A) LOSS OF POWER TO EQUIPMENT AT THE CUSTOMER PREMISES; (B) FAILURE OF CUSTOMER EQUIPMENT ON CUSTOMER'S SIDE OF THE DEMARCATION POINT; (C) CUSTOMER-CAUSED DAMAGE TO ANY CHARTER EQUIPMENT; (D) A DID/DOD BEING ASSIGNED BY CUSTOMER TO AN END USER LOCATED OUTSIDE OF THE RATE CENTER ASSOCIATED WITH SUCH DID/DOD; (E) THE CUSTOMER OR AN END USER ATTEMPTING A 911 CALL FROM A LOCATION DIFFERENT FROM THE CUSTOMER'S SERVICE LOCATION PROVIDED TO CHARTER BY CUSTOMER, INCLUDING CUSTOMER ATTEMPTED CALLS FROM A PHONE PLUS REMOTE OFFICE LOCATION; (F) CUSTOMER'S SERVICE HAVING BEEN CANCELLED OR SUSPENDED FOR ANY REASON (INCLUDING SUSPENSIONS OR CANCELLATIONS UNDER THE AGREEMENT FOR FAILURE TO PAY OR OTHER DEFAULT); (G) CUSTOMER SUPPLYING INCORRECT OR INVALID CUSTOMER SERVICE LOCATION INFORMATION TO CHARTER OR IF SUCH INFORMATION IS NOT UPDATED IN THE EVENT OF A CHANGE IN CUSTOMER'S SERVICE LOCATION; OR (H) ERRORS OR DELAYS IN THE TELEPHONE NUMBER PORTING PROCESS. BY SIGNING THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE FOREGOING LIMITATIONS.

(c) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

(d) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the

Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

(e) **Unauthorized Access.** If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

15. FORCE MAJEURE EVENT. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

16. INDEMNIFICATION. In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.

17. TITLE. Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination, provided that Customer grants Charter access to the applicable Service Locations.

18. COMPLIANCE WITH LAWS. Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

19. PRIVACY. Charter treats private communications on or through its Network, or using any Service, as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified periodically by Charter, with or without notice to Customer.

20. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS. Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities at the Service Locations will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until it informs Charter of any breach of security.

21. NOTICES. Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:

See page 1 of this agreement.

With copies to:

Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

22. MISCELLANEOUS.

(a) **Entire Agreement; Signatures.** This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(b) **No Amendments, Supplements or Changes.** Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be

amended, supplemented or changed without both parties' prior written consent.

(c) **No Assignment or Transfer.** The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.

(d) **Severability.** If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

(e) **Governing Law.** The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.

22.0 No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

23. USE OF MARKS. Customer shall not use any trademarks, service marks, logos, or trade names of Charter (individually and collectively the "Charter Marks") in any manner whatsoever without Charter's express advance written consent, and then only in strict compliance with Charter's instructions. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or Charter without Charter's express advance written consent, and any such press release, announcement or public statement shall be subject to Charter's review and written approval. Charter may revoke any consent granted to Customer to use Charter Marks, or any other approval granted under this Section 23 at any time for any reason. Customer's breach of this Section shall be a material breach of the Agreement.

24. WAIVER. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

Charter Commercial Subscriber Privacy Policy

TV Internet Phone

Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming high-speed Internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1994 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.charter.com. If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy. Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives, names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history, maintenance and complaint information, correspondence with or from You, information about the service options that You have chosen, information on the equipment You have, including specific equipment identifiers, and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance; or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include billing and collection services, installation, repair and customer service subcontractors or agents, program guide distributors, software vendors, program and other service suppliers for audit purposes, marketers of Charter's products and services, third party auditors, our attorneys and accountants, and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs and may involve access on a regular basis. Charter restricts third parties' use of Your information to the

purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists" personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below. Disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, or our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications, and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property; (b) in emergency situations; (c) to enforce our rights in court or elsewhere; or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit www.charter.business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

Targeted Marketing

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of information does Charter collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to <http://unsubscribe.charter.com> and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.charter.com.

Effective: May 4, 2010

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or IP voice services.

Effective: May 4, 2009



201312053100338

DATA TRANSPORT SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Fiberlink-Missouri, LLC, ("Charter Business" or "Charter") with local offices at 12405 Powerscourt Drive, St. Louis MO 63131 and West County Dispatch Center - City of Creve Coeur, ("Customer") with offices located at 300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Data Transport Service Agreement

CUSTOMER INFORMATION:

Account Name: West County Dispatch Center

Invoicing Address: _____

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): **300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533**

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

2. SITE-SPECIFIC INFORMATION:

Order Type: New Service
Proposed Installation Date: TBD

Service Location (Address): **1011 MUNICIPAL CENTER DR, SAINT LOUIS, MO 63131-1133**

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Attachment: West County Dispatch Center Signed PRI agreement (1023 : Resolution No. 1117 - WCDC Coop Purchase)

3. SITE-SPECIFIC INFORMATION:

Order Type: New Service
 Proposed Installation Date: TBD

Service Location (Address): 10555 CLAYTON RD, SAINT LOUIS, MO 63131-2915

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

4. SITE-SPECIFIC INFORMATION:

Order Type: New Service
 Proposed Installation Date: TBD

Service Location (Address): 4255 W PINE BLVD, SAINT LOUIS, MO 63108-0000

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:**Data Services:***Charter Business Bundle: No Bundle **

<u>300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533</u>	\$448.00
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Speed:	30 Mbps (Down/Up)
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<u>1011 MUNICIPAL CENTER DR, SAINT LOUIS, MO 63131-1133</u>	\$522.00
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Speed:	60 Mbps (Down/Up)
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<u>10555 CLAYTON RD, SAINT LOUIS, MO 63131-2915</u>	
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Speed:	30 Mbps (Down/Up)	\$448.00
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<u>4255 W PINE BLVD, SAINT LOUIS, MO 63108-0000</u>	
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Speed:	20 Mbps (Down/Up)	\$432.00
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** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:

300 N NEW BALLAS RD, SAINT LOUIS, MO 63141-7533
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1011 MUNICIPAL CENTER DR, SAINT LOUIS, MO 63131-1133

10555 CLAYTON RD, SAINT LOUIS, MO 63131-2915

ONE-TIME CHARGES \$3,000.00

2. TOTAL FEES.

Total Monthly Service Fees of \$1,850.00 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$3,000.00 are included in the first monthly invoice.

3. SERVICE PERIOD. The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive

one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Fiberlink-Missouri, LLC

West County Dispatch Center

By:

By: Charter Communications, Inc., its Manager

Signature: _____

Signature: 

Printed Name: _____

Printed Name: Robert Keimberger

Title: _____

Title: AM

Date: _____

Date: 3-14-2014

Charter Business Account Executive:

Name: Patrick Durham

Telephone: (636) 387-6577

Attachment: West County Dispatch Center Signed PRI agreement (1023 : Resolution No. 1117 - WCDC Coop Purchase)

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) Charges. Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter. Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) Taxes, Surcharges, and Fees and Fees. Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law.. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) Invoicing Errors. Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) Non-payment. If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) Collection Fees. Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) Bundled Pricing. If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the Services

ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or

maps prior to installation or maintenance work to be undertaken by Charter.

- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage –causing party's negligence or willful misconduct. Customer shall:

- a) Safeguard Equipment against others;
- b) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- c) Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
- d) Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including

reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
 - (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
 - (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or

other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

- 7. VIDEO, MUSIC AND CONTENT SERVICE. This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
- (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
- (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
- (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
- (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such

duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

8. INTERNET ACCESS SERVICE. This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.

- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.charter-business.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. [Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses]
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or

security measures for use with the Service. Except to the extent set forth in the Supplemental Charter Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

- (h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.

9. SUPPLEMENTAL SERVICES. The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. **IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.**

- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
 - a) Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information

(collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- b) Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- c) Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.

Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- d) Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- e) Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting

platform is used and whether or not it functions properly, unless such failure is caused by Charter.

- f) Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
 1. The hosting of unlicensed software.
 2. Use of software or files that contain computer viruses or files that may harm user's computers;
 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website;] or
 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- g) Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Charter due to Customer's failure to comply with this Section.

(b) CB Security Service – Desktop and Managed. Charter's managed security service, CB Managed Security, and desktop security service, CB Desktop Security (collectively, "CB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected CB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-sent updates. Charter is not the manufacturer of any software or hardware components of either Charter Business Security Service nor is Charter the supplier of any components of such software or hardware.

(c) CB Back-Up Service. For Charter's data storage service ("CB Back-up"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any CB Back-Up software components. Customer shall be responsible for updating CB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that CB Back-Up remains operational.

If the functionality of CB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for CB Back-Up in the event CB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE CB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE CB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S CB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSABILITY TO DATA STORED VIA CB BACK-UP.

10. DATA NETWORKING (aka "DATA TRANSPORT"). Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

a) Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.

b) Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.

c) If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Charter Business Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.

d) In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software

supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

12. CUSTOMER USE. Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.

13. PERFORMANCE. Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

14. DEFAULT; SUSPENSION OF SERVICE; TERMINATION. No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct

each such noncompliance within 30 days of receipt of written notice:

a) Customer is more than 30 days past due with respect to any payment required hereunder;

b) Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) Charter's Right to Terminate and Termination Charge. If Customer is in default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

a) Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;

b) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

(d) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

(e) Customer's Right to Terminate and Termination Charge.

a) In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

b) Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the

applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

- c) If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S

MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages

arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

- (e) **Force Majeure Event.** Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.
- 16. INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.
- 17. TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.
- 18. COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

- 19. PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

- 20. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

- 21. NOTICES.** Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:
Charter Communications
ATTN: Charter Business
12405 Powerscourt Drive
St. Louis, MO 63131

with copies to:
Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

- 22. MISCELLANEOUS.**

- (a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with

respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto



201301082465687

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Entertainment I, LLC, ("Charter Business" or "Charter") with local offices at 12405 Powerscourt Drive, St. Louis MO 63131 and West County Dispatch Center - 1011 Municipal Center Dr, ("Customer") with offices located at 1011 Municipal Center Dr, St Louis, MO 63131-1133.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: West County Dispatch Center

Invoicing Address: 1011 Municipal Center Dr, Town and Country, MO 63131

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

☒ New ☐ Renew ☐ Change: Order Type: New Customer

Proposed Installation Date: TBD

Service Location (Address): 1011 Municipal Center Dr, St Louis, MO 63131-1133

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

Attachment: West County Dispatch Center Signed PRI agreement (1023 : Resolution No. 1117 - WCDC Coop Purchase)

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:
Data Services:

*Charter Business Bundle: No Bundle **

Base Service

MEF Service Types (if applicable): _____ \$1,024.00

Speed: 60 Mbps (Down/Up)

CPE: _____

IP Options

Static IP Package: BI: IP, Static /28 (13 IP pack) \$0.00

Static IP Addresses: _____

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:

ONE-TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$1,024.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Communications Entertainment I, LLC

West County Dispatch Center

By:

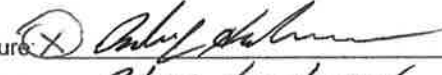
By: Charter Communications, Inc., its Manager

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature:  _____

Printed Name: Robert Heimbarger

Title: CM

Date: 8-14-2014

Charter Business Account Executive:

Name: Patrick Durham

Telephone: (636) 387-6577

Attachment: West County Dispatch Center Signed PRI agreement (1023 : Resolution No. 1117 - WCDC Coop Purchase)

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) Charges. Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter. Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) Taxes, Surcharges, and Fees and Fees. Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) Invoicing Errors. Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) Non-payment. If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) Collection Fees. Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) Bundled Pricing. If Customer has selected a Charter Business Bundle ("CBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the CBB and only with respect to that period of time during which Customer continues to purchase such CBB, Charter shall apply a discount to the Services

ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable CBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or

maps prior to installation or maintenance work to be undertaken by Charter.

- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.
- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage –causing party's negligence or willful misconduct. Customer shall:

- a) Safeguard Equipment against others;
- b) Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- c) Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
- d) Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including

reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
- (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
- 6. ADMINISTRATIVE WEB SITE. Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or

other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

- 7. VIDEO, MUSIC AND CONTENT SERVICE. This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
- (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
- (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
- (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
- (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such

duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

8. INTERNET ACCESS SERVICE. This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.

- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.charter-business.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. [Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses]
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or

security measures for use with the Service. Except to the extent set forth in the Supplemental Charter Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

- (h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.

9. SUPPLEMENTAL SERVICES. The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. **IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.**

- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
 - a) Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information

(collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- b) Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- c) Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.

Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- d) Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- e) Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting

platform is used and whether or not it functions properly, unless such failure is caused by Charter.

- f) Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
 1. The hosting of unlicensed software.
 2. Use of software or files that contain computer viruses or files that may harm user's computers;
 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website;] or
 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- g) Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Charter due to Customer's failure to comply with this Section.

- (b) CB Security Service – Desktop and Managed. Charter's managed security service, CB Managed Security, and desktop security service, CB Desktop Security (collectively, "CB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected CB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-sent updates. Charter is not the manufacturer of any software or hardware components of either Charter Business Security Service nor is Charter the supplier of any components of such software or hardware.
- (c) CB Back-Up Service. For Charter's data storage service ("CB Back-up"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any CB Back-Up software components. Customer shall be responsible for updating CB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that CB Back-Up remains operational.

If the functionality of CB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for CB Back-Up in the event CB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE CB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE CB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S CB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSABILITY TO DATA STORED VIA CB BACK-UP.

10. DATA NETWORKING (aka "DATA TRANSPORT").

Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

- a) Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
- b) Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
- c) If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Charter Business Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.
- d) In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.

Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software

supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

12. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.
13. **PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.
14. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
 - (a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct

each such noncompliance within 30 days of receipt of written notice:

- a) Customer is more than 30 days past due with respect to any payment required hereunder;
 - b) Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.
- (b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.
- (c) Charter's Right to Terminate and Termination Charge. If Customer is in default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:
 - a) Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
 - b) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.
- (d) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.
- (e) Customer's Right to Terminate and Termination Charge.
 - a) In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.
 - b) Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the

applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

- c) If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S

MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages

arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

- (e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

16. INDEMNIFICATION. In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.

17. TITLE. Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.

18. COMPLIANCE WITH LAWS. Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

19. PRIVACY. Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Charter's website at www.Charter-Business.com. The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

20. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS. Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

21. NOTICES. Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:

Charter Communications
ATTN: Charter Business
12405 Powerscourt Drive
St. Louis, MO 63131

with copies to:

Charter Communications
ATTN: CB Corporate – Contracts Management
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

22. MISCELLANEOUS.

- (a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with

respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto

Company Information

Customer Name:
Presented By:
Contact Info:

WCDC, T&C, Creve Coeur, Frontenac

Patrick Durham

Patrick.durham@charter.com

314-600-0004



This proposal is confidential and contingent upon final approval by Charter.



One Time Install Fee

Location & Service Information

5 Year

\$3,000

WCDC & T&C

\$3,389

60 Mbps Fiber Internet Access
60 Mbps Fiber Aggregate (WAN)
2 PRI's

Creve Coeur

Fiber WAN 30Mbps
PRI

Frontenac

Fiber WAN 30Mbps

Additional Items

* WCDC needs to purchase phones

* Managed Firewall (PDNS)

* WCDC receives bill and separates out accordingly

Benefits

- Service Level Agreement (Fiber Only)
- Unique upgrade flexibility
- Complete end to end services

- 24/7/365 Network Operations Center
- Cisco Powered Network
- Expense Reduction

- Local Account Support
- Less than 1 minute hold times
- 100% Charter owned network



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Contract
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

RESOLUTION (ID # 1007)

**Resolution No. 1118 - Regarding Missouri Transportation
Sales Tax Amendment 7**

The proposed resolution regarding Amendment 7, a statewide transportation sales tax ballot matter, was requested by members of the City Council at the June 23 meeting. As drafted, the resolution encourages residents to carefully consider the impact of Amendment 7 for a variety of reasons as stated in the resolution, and recommends that the legislature ask voters to consider increases in user fees, such as gas taxes and license fees.

RESOLUTION No. 1118**REGARDING MISSOURI TRANSPORTATION SALES TAX AMENDMENT 7**

WHEREAS, on August 5, 2014 Missouri voters will consider Amendment 7, a 3/4 cent sales tax for transportation purposes which would generate an estimated \$5.4 billion over 10 years that can be used for state highways, bridges, transit and bicycle/pedestrian facilities, while providing 5% of the revenue for cities and 5% for counties instead of the typical share of 15% each from user fees; and

WHEREAS, the Creve Coeur City Council believes user fees should be the main source of state transportation funding; and

WHEREAS, St. Louis County voters have already approved three local sales taxes for transportation purposes and two for regional trails, while other parts of the state do not provide the same level of local funding, and

WHEREAS, Missouri's gas tax has remained at 17.3 cents since 1996, which is the sixth lowest in the country, and lower than most surrounding states; and

WHEREAS, large trucks cause the greatest amount of damage to highways and should contribute reasonable and fair amounts through user fees , but would provide little to no revenue with an increased sales tax ; and

WHEREAS, The MODOT system is over-weighted with rural roads and currently spends a disproportionately high amount on rural roads and the proposal to take \$500 million "off the top" and more through future bonding for rural parts of I-70 furthers this imbalance; and

WHEREAS, The State Highway Commission will control the huge state portion (90%) of the new fund and has sole authority to use proceeds where it desires for projects it desires; and

WHEREAS, St. Louis County taxpayers will contribute tens of millions more dollars than they will receive especially when including both sales and use taxes; and

WHEREAS, the St. Louis and Kansas City regions have acted responsibly to maintain I-70, while MODOT has chosen to build major new highways in Missouri in lieu of addressing rural portions of I-70; and

WHEREAS, local governments have had long standing authority for sales taxes to provide local services but a large-scale state increase would cause additional shoppers to make internet purchases, which are not fully taxed, thereby lowering sales tax revenues for all and hurting local businesses; and

WHEREAS, residents that rarely use the highways should not bear such a large burden of funding when there is significant capacity to raise user fees;

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

SECTION 1. - that the Creve Coeur City Council encourages its residents to carefully consider the impact of Amendment 7 for the reasons stated above and recommends that the legislature ask voters to consider increases in user fees, such as gas taxes and license fees, to provide fair funding for the state's transportation system, with assurance of an equitable distribution around the state.

ADOPTED this 14th day of July, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Matt Wohlberg
Department Head: Jim Heines

RESOLUTION (ID # 1018)

Resolution No. 1119 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with E. Meier Contracting for "Phase 1" of the Golf Cart Path Replacement Project for \$55,200.00.

The golf cart paths at the Creve Coeur Golf Course have deteriorated to the point that replacement is necessary.

RESOLUTION NO. 1119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH E. MEIER CONTRACTING FOR “PHASE 1” OF THE GOLF CART PATH REPLACEMENT PROJECT FOR \$55,200.00.

WHEREAS, the City strives to provide safe and accessible paths within its parks, properties, and other public rights of way;

WHEREAS, it is necessary to maintain and eventually replace asphalt pavement in order to maintain the quality of life expected by the community;

WHEREAS, City staff has found the golf cart paths at the Creve Coeur Golf Course to have deteriorated to the point that replacement is recommended;

WHEREAS, these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances;

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

Section 1. The Contract between E. Meier Contracting, and the City, attached hereto as “Exhibit A,” with an estimated contract sum of \$ 55,200.00, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in the form of “Exhibit A,” with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. 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 14th day of July, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC

Resolution

Meeting of July 14, 2014

City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2014, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **E. Meier Contracting** with offices at 860 Westwood Industrial Court, Weldon Spring, MO 63304 (hereinafter called the "Contractor"). The project is identified as the **Golf Cart Path Replacement Project (Phase 1)** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated April 14, 2014, including all supplemental revisions and updates through June 3,

2014, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 11) The St. Louis County Standard Drawings, dated May 5, 2014. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Thirty (30)** consecutive calendar days from and including the date of said written notice to proceed.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and

that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be fifty-five thousand and two-hundred dollars and zero cents (\$ 55,200.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-10 of this Agreement. These unit prices and item quantities form the basis of the Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street-by-street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in

completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII**Termination by City or Contractor**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX**Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding

equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. Compliance with Regulations: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to

- the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
 6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes removal and replacement of portions of the golf cart path at the Creve Coeur Golf Course. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
109500A	SOFT SOILS FORCE ACCOUNT	DOLLAR	1,000	\$ 1.00	\$ 1,000.00
405990A	ASPHALT CART PATH	SY	1,500	\$ 34.00	\$ 51,000.00
609300A	ASPHALT CURB	LF	200	\$ 11.00	\$ 2,200.00
612000A	TRAFFIC CONTROL	LS	1	\$ 500.00	\$ 500.00
619000A	MOBILIZATION	LS	1	\$ 500.00	\$ 500.00

CONTRACT SUM:	\$ 55,200.00
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

E. MEIER CONTRACTING

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 9, 2014

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works
Kirsten Barnes, Director of Parks and Recreation

SUBJECT: Recommendation of Award
Golf Cart Path Replacement Project (Phase 1)

Competitive bids have been received and evaluated for “Phase 1” of the Golf Cart Path Replacement Project. City staff recommends pursuing a contract with E. Meier Contracting based upon their past performance in the City and their low bid for the work.

Project Development

The existing asphalt golf cart paths at the Creve Coeur Golf Course are aged and deteriorated, providing a rough ride for golf carts and a poor walking surface for pedestrians. Staff from the golf course sought the opinion of Public Works in regards to the condition and subsequent repairs to the golf cart paths. Staff considered a visual inspection of the paths, a desire to have wider and more consistent paths to better accommodate carts, and repair options from patching to reconstruction, and found that a complete replacement of the cart paths was the most appropriate option.

Several options were discussed regarding type of material to be used (i.e. asphalt or concrete) and whether to hire a contractor or to use City staff to perform the work. These staff discussions culminated in the attached Office Memo regarding the Golf Cart Path Replacement Plan.

Staff explored four scenarios: 1.) City staff installs new asphalt paths; 2.) City staff installs new concrete paths; 3.) a contractor is hired to install new asphalt paths; and 4.) a contractor is hired to install new concrete paths.

1. City staff installs asphalt paths. City staff would need to rent the equipment and hire an operator to install new asphalt paths, similar to what was done for the recent repaving of the asphalt path along the south side of Ladue Road. Staff determined that this approach would not be an effective cost savings versus hiring a contractor to do all of the work and dropped this approach as a realistic option.
2. City staff installs concrete paths. City staff has the expertise to install new concrete cart paths, and minimal equipment rentals would be required. Unfortunately, the City could not dedicate its only concrete crew to this project full time due to the numerous other responsibilities of this crew, namely pavement and curb replacement. This option was found to be the least expensive (and thus the best value), but it carries the possibility of a project that lasts for months, where a contractor could complete the project within weeks.

3. Contractor installs asphalt paths. The existing paths would be removed and replaced with new asphalt paths by a contractor. Given the budget, up to six years were anticipated to complete the replacement of all of the cart paths.
4. Contractor installs concrete paths. A contractor would replace the existing paths with new, 6-foot-wide concrete paths. Given the budget, this scenario was expected to require between 7 and 10 years to complete all of the cart paths.

Scenarios 1 and 2 were dismissed by staff as unrealistic, given the current staff capabilities and workload and the potential length of disruption to the golf course. Staff sought bids from contractors to install the new cart paths according to scenarios 3 and 4.

Project Discussion and Bid

Staff found good arguments to use either concrete or asphalt for the new cart paths, but found that the discussion was largely based upon assumed costs. Staff decided that using a bid-alternate approach would be the most appropriate way to show the relative costs of concrete and asphalt and to better evaluate between the two materials. Therefore, the bid documents for "Phase 1" of the golf cart path replacement project allowed for bids to complete the work with either concrete or asphalt pavement.

The anticipated scope of work for the project is illustrated in the attached Location of the Work exhibit, which is an excerpt from the project bid documents.

Project Financing

The proposed Golf Cart Path Replacement Project (Phase 1) will be completed using capital improvement funds. Funding has been allocated in the FY2015 budget in account #02-61-71-9506-15308 for Golf Course Path Replacement.

Advertisement

Invitations for bids were advertised on five (5) days in *The Countian*, a daily newspaper in St. Louis County, on the following dates:

May 22, 2014	June 5, 2014
May 27, 2014	June 10, 2014
June 3, 2014	

The Invitation for Bids was also sent to the contractors who have bid on the City's recent asphalt and concrete projects, and the Invitation for Bids was posted on the City's website.

Bid Results and Discussion

Bids for the subject project were publicly opened and read on Tuesday, June 17, 2014. A total of four (4) bids were received for the project, three (3) for the asphalt alternate and one (1) for the concrete alternate, as summarized below:

Bid Alternate #1 – Asphalt Cart Paths

1. E. Meier Contracting.....	\$ 55,200.00
2. Pride Master, Inc.....	\$ 57,000.00
3. Tramar Contracting Inc.....	\$ 58,950.00

Bid Alternate #2 – Concrete Cart Paths

1. Pride Master, Inc.....	\$ 72,500.00
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A copy of the bid results is attached. No inconsistencies were found among the bids.

Analysis of Materials and Life Cycle Costs

Once bids were received, staff put together a life cycle cost analysis of concrete versus asphalt, using the bids received to approximate replacement costs and using staff assumptions to approximate the annual maintenance costs for each material. The Asphalt versus Concrete Analysis spreadsheet is attached for reference. The findings in the analysis are shown in the tables and are illustrated in the line graph on the right side of the page.

Concrete cart paths have a considerably higher initial cost than asphalt, and this construction cost would translate into an 11-year program to replace the cart paths with the current program budget. The anticipated yearly maintenance costs, however, are slightly less with concrete, and the life expectancy of concrete is typically more than twice that of asphalt.

On the other hand, a program to replace all of the cart paths with asphalt is projected to take five to six years with the current program budget. Replacement of all of the existing paths could be completed several years earlier than with concrete construction, because the unit price for asphalt is approximately half that of concrete.

The typical life expectancy for asphalt pavement is approximately 15 years. Therefore, staff assumed that asphalt paths would require resurfacing at year 16. This resurfacing represents the first major investment into the asphalt paths following installation, and no comparable investment would be expected for concrete paths until much later. In terms of investment, the break-even point for asphalt paths versus concrete paths was found to be the point at which the entire asphalt path system is resurfaced. This is illustrated where the “asphalt” and “concrete” lines cross on the attached graph. Until that point, asphalt required a lower overall investment. After the resurfacing of the asphalt system, the total investment remained relatively equal between the two materials until another asphalt resurfacing would be required some 15 years later.

To summarize, it appears that concrete will become a slightly better value following the first resurfacing of the asphalt paths, somewhere in the order of 15 years after installation. This correlates to the bid results, in which the cost for asphalt is about half that of concrete, and the expected useful life of the material, of which concrete is at least twice that of asphalt. Due to multiple assumptions and the projected life of each material, it is difficult and perhaps inappropriate to estimate additional future costs with much confidence.

Disruption to the Golf Course

The golf course will remain open for normal play during the replacement of the golf cart paths. The bidding contractors were instructed to consider this and to bid accordingly. The project will be staged so that no part of the course is cut off from the construction.

Installation of the cart paths will take some time and will disrupt the course, but one goal of this project is to limit this disruption as much as possible. The installation of concrete paths would be completed in stages, and each stage would require several days to cure. However, the installation of asphalt paths would likely be completed as one long moving process, and the paths could be opened for use within hours of paving. Staff anticipates that the installation of asphalt paths will cause less disruption of the course.

Material Recommendation

Although concrete cart paths are expected to eventually provide a better value, staff recommends the installation of new asphalt cart paths to provide more immediate benefit, fewer years of construction, and less disruption to the course during the work.

Recommendation for Award

The recommendation is to award the subject project to E. Meier Contracting, due to their low bid for the work and their past performance with previous asphalt work in Creve Coeur. As an example, E. Meier Contracting successfully completed extensive asphalt patching in the Ladue Downs subdivision in preparation for the 2013 Microsurfacing Program. The expectation is that E. Meier's good performance will be continued with the successful completion of the subject project.

The recommendation is to award the Golf Cart Path Replacement Project (Phase 1) to the firm listed below for a total price of \$55,200.00:

E. Meier Contracting.
860 Westwood Industrial Park Dr.
Weldon Spring, MO 63304
(636) 300-0908

Attachments: Department of Public Works Office Memo, dated February 4, 2014, with the subject "Golf Cart Path Replacement Plan"

Location of the Work page from the project bid documents

Bid Tabulation

Asphalt versus Concrete Analysis spreadsheet



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 4, 2014

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

CC: Kirsten Barnes, Director of Parks & Recreation

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

SUBJECT: Golf Cart Path Replacement Plan

The Department of Parks and Recreation wishes to replace deteriorated golf cart paths at the City's golf course over the next 5 years and sought the opinion of the Department of Public Works in regards to the most cost effective option: Asphalt or Concrete.

Asphalt vs. Concrete

A typical golf cart is 4 feet wide and for the sake of comfort and navigation, a path of 6 feet would be recommended. A golf course design guide advised a minimum width of 8 feet but 6 feet should be sufficient and was used in the cost estimates although a wider width should be used at sharp curves to accommodate the turning movements of the carts. With both types of construction, the method of getting material into the work area would be the most difficult aspect of the project because minimal disturbance to the adjacent area would be necessary.

An asphalt path could be constructed via an asphalt paver or by dumping and spreading. However, using an asphalt paver would provide a smoother path and a better surface that would last longer due to the minimal handwork. It would also significantly increase the amount of production. The standard and most readily available paver is typically capable of paving a minimum width of 8 feet. Smaller width pavers are manufactured though not widely popular and considered a specialty so it can be assumed that additional costs to rent a smaller width paver to accommodate the specified 6 foot path would be reflected in the bids received. This construction method disturbs minimal adjacent areas provided the rock base is excellent and supports the weight of the trucks hauling the asphalt to the paver.

A concrete path could be constructed in various widths much like an asphalt path. However, hauling the material to the work area is a significant factor to consider. A fully loaded concrete truck would not be able to reach the work area without damaging the adjacent grounds since it could not drive over the path due to the forms required for construction. Therefore a concrete buggy might be the best option and has a typical width of 3-4 feet which would fit between the forms without a problem.

Thickness

Providing a proper base for either material is critical in all aspects of construction. Therefore, for asphalt, a compacted rock base of 6" was assumed while for concrete, a compacted rock base of 4 inches was assumed. These are also the typical base thickness when constructing roadway pavements.

As recommended by cart path design guidelines, two – two inch lifts of asphalt were estimated for construction with BP-1 as the type of mix. A commercial type mixture could also be used but readily available unit costs were not found for that type of mix. Concrete was recommended to be at least 4 inches in thickness. This is also the typical thickness for concrete sidewalk that is constructed in the right of way and was therefore estimated accordingly.

Discussion

The total centerline length of cart path to be replaced at the golf course is approximately 10,500 feet. If the program were to replace one fifth of the total length each year, this comes out to 2,100 feet. With the assumed construction constraints mentioned above, the cost estimate if the project was to be publicly bid is summarized below:

Golf Course Cart Part Replacement Cost Estimate				
Description	Unit	Quantity	Unit Cost	Total
Base Rock (6" Thick)*	SY	1400	\$12.00	\$16,800.00
Base Rock (4" Thick)*	SY	1400	\$10.00	\$14,000.00
Asphalt	SY	1400	\$26.00	\$36,400.00
Concrete	SY	1400	\$45.00	\$63,000.00
Asphalt Total Cost		\$53,200.00		
Concrete Total Cost		\$77,000.00		

*Baserock @ 6" thick for asphalt and 4" thick for concrete

One aspect that has not yet been discussed is the fact that City crews could perform the concrete work. The City does not have the necessary equipment to perform asphalt work on this scale. If City crews were to be used, however, their rate of production compared to that of a contractor would be much less and difficult to estimate. Also, with awarding the work to a contractor, a profit is factored into the unit cost. Material cost would be the only additional expense for city crews and are summarized below. Their labor rates are not factored into the costs of the CIP budget. Taking this into account results in the below construction costs:

Golf Course Cart Path Replacement with City Crews				
Description	Unit	Quantity	Unit Cost	Total
Base Rock (4" Thick)	SY	1400	\$5.00	\$7,000.00
Concrete	SY	1400	\$13.00	\$18,200.00
Equipment	LS	1	\$1,000.00	\$1,000.00
Miscellaneous Costs			\$3,800.00	\$3,800.00
				\$30,000.00

Maintenance and Life Cycle

Maintenance costs can be associated with each material. For example, an asphalt path would require sealing approximately every two years and periodic patching as sections are damaged. Concrete would also require the occasional patch as a section cracks. It could be assumed that the asphalt paths would be sealed each year with about half being done each time at a rate of approximately \$0.05/sqft and applied by golf course staff. Concrete, although not necessary, could be sealed every five years at a rate of approximately \$0.08/sqft and applied by golf course staff as well. The associated maintenance costs are summarized below.

Yearly Asphalt maintenance = \$1600.00 + patching
Yearly Concrete Maintenance = \$1000.00 + patching

The useful life of each product is also a factor in which material to choose. An asphalt path could be reasonably assumed to last 15 years with regular maintenance according to the American Society of Golf Course Architects while a concrete cart path could last 30+ years.

Summary

The proposed budget for the replacement is about \$52,500 per year for a total of five years to entirely replace the current paths. For a contractor to perform the work, this schedule could not be possible with either option. It would be possible to replace them in 6 years with asphalt, though. However, given the estimated life cycle costs, concrete is the most cost effective option and can be summarized below. One caveat to this is the speed at which the paths could be constructed. Since the city crews have other responsibilities, a significant portion of their time could not be devoted to the project. Whereas a contractor would perform the work from beginning to end as quickly as possible with an estimated timeframe of 4-6 weeks, city crews may take 12-16 weeks to complete it. The entire cart path system could be replaced with concrete, using City crews, in 5 years.

5 Year Program Costs*			
	Concrete by City	Concrete by Contractor	Asphalt
Year 1	\$30,000.00	\$77,000.00	\$53,200.00
Year 2	\$30,900.00	\$79,310.00	\$54,796.00
Year 3	\$31,827.00	\$81,689.30	\$56,439.88
Year 4	\$32,781.81	\$84,139.98	\$58,133.08
Year 5	\$33,765.26	\$86,664.18	\$59,877.07
Totals	\$159,274.07	\$408,803.46	\$282,446.03

It is the opinion of the Department of Public Works that the most cost effective option would be to replace the current cart paths with concrete paths at least six feet wide with work performed by City crews. The annual maintenance costs would be less and the concrete paths would last considerably longer than asphalt paths with regular maintenance. Additionally, concrete paths would be more aesthetically pleasing and speak to the City's investment into the municipal course.

References:

Practical Golf Course Maintenance: The Magic of Greenkeeping - Gordon Witteveen, Michael Bavier

<http://www.golfcourseindustry.com/gci-1110-brauer-design-concepts.aspx>

<http://richardgolf.com/golf-renovation-misc-2/golf-cart-asphalt-paths/>

<http://www.cdga.org/pdf/Jacobson.pdf>

LOCATION OF THE WORK

The work shall be completed at the Creve Coeur Municipal Golf Course, located at 11400 Olde Cabin Road in Creve Coeur, Missouri. This project is the first phase among what are anticipated to be between five (5) and seven (7) phases for the work. The map below shows the anticipated location of the work for this phase, although several factors will be considered in determining the location and scope of the work.



The Contractor shall use the gate at the north end of Marford Drive to access the golf course for the work during this phase.



BID TABULATION

CART PATH REPLACEMENT PROJECT (PHASE 1)

City of Creve Coeur, Missouri

Bids opened: 11:00 a.m. Tuesday, June 17, 2014

Item Number	Bid Alternate #1 - Asphalt Cart Paths	Item	Unit	Contract Quantity
109500A	SOFT SOILS FORCE ACCOUNT		DOLLAR	1,000
405990A	ASPHALT CART PATH		SY	1,500
609300A	ASPHALT CURB		LF	200
612000A	TRAFFIC CONTROL		LS	1
619000A	MOBILIZATION		LS	1

E. Meier Contracting	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 1,000.00
\$ 34.00	\$ 51,000.00
\$ 11.00	\$ 2,200.00
\$ 500.00	\$ 500.00
\$ 500.00	\$ 500.00

Pride Master, Inc.	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 1,000.00
\$ 35.00	\$ 52,500.00
\$ 12.50	\$ 2,500.00
\$ 400.00	\$ 400.00
\$ 600.00	\$ 600.00

Tramar Contracting Inc.	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 1,000.00
\$ 31.00	\$ 46,500.00
\$ 21.00	\$ 4,200.00
\$ 250.00	\$ 250.00
\$ 7,000.00	\$ 7,000.00

Total Bid:

E. Meier Contracting	
\$	55,200.00

Pride Master, Inc.	
\$	57,000.00

Tramar Contracting Inc.	
\$	58,950.00

Item Number	Bid Alternate #2 - Concrete Cart Paths	Item	Unit	Contract Quantity
109500A	SOFT SOILS FORCE ACCOUNT		DOLLAR	1,000
608990A	CONCRETE CART PATH		SY	1,000
609100A	CONCRETE CURB		LF	200
612000A	TRAFFIC CONTROL		LS	1
619000A	MOBILIZATION		LS	1

Pride Master, Inc.	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 1,000.00
\$ 67.50	\$ 67,500.00
\$ 15.00	\$ 3,000.00
\$ 400.00	\$ 400.00
\$ 600.00	\$ 600.00

Total Bid:

Pride Master, Inc.	
\$	72,500.00

Asphalt versus Concrete Analysis

Golf Cart Path Replacement Project (Phase 1)

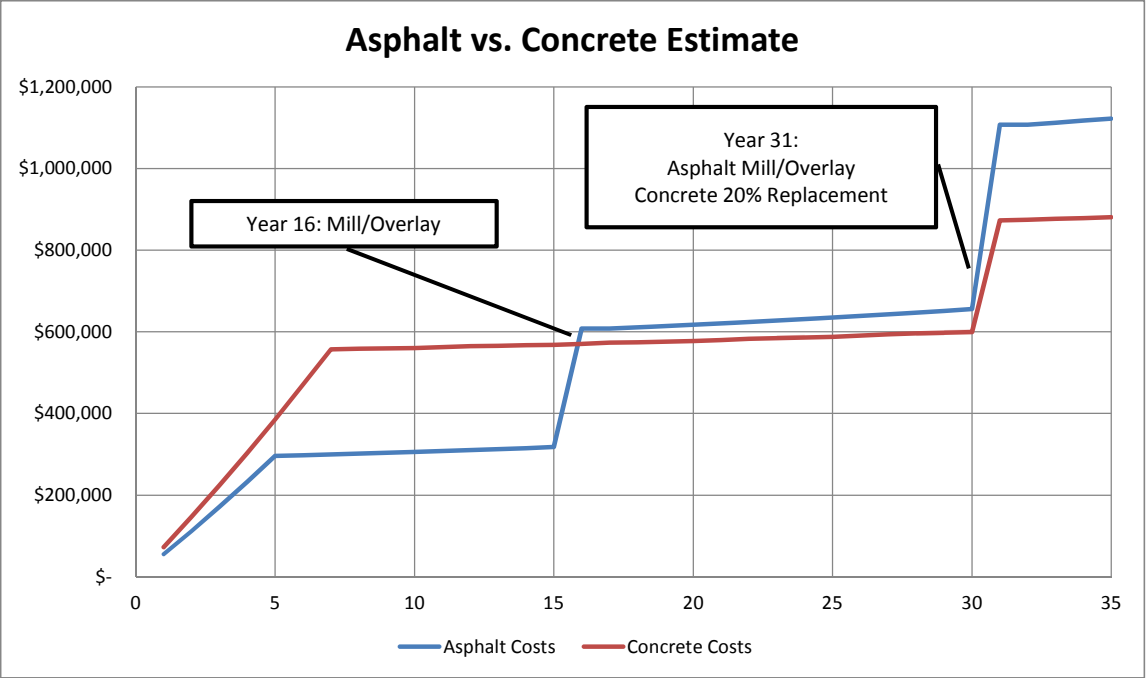
		Path Area (SY)	Yrs to Complete	Years to Complete if within budget
Asphalt Low Bid	\$ 55,200.00	1500	6	6
Concrete Low Bid	\$ 72,500.00	1000	8	11

Total Cart Path Area	
Centerline Length (FT)	11300
Average Width (FT)	6
Area (SF)	67800
Area (SY)	7533.333333

Sealing Costs			In House Repair Costs	
Asphalt	\$ 0.05 SF	Beginning in year 3	\$ -	none anticipated
Concrete	\$ 0.08 SF	Beginning in year 6	\$ 100.00	per 6 ft slab

		Maintenance Areas		Maintenance costs	
Year		Asphalt	Concrete	Asphalt*	Concrete*
2014	1	0	0	\$ -	\$ -
2015	2	0	0	\$ -	\$ -
2016	3	1500	0	\$ 737.59	\$ -
2017	4	1500	0	\$ 759.72	\$ -
2018	5	3000	0	\$ 1,565.02	\$ -
2019	6	3000	1000	\$ 1,611.97	\$ 959.72
2020	7	4000	1000	\$ 2,213.77	\$ 985.51
2021	8	3000	1000	\$ 1,710.14	\$ 1,012.07
2022	9	4000	1000	\$ 2,348.59	\$ 1,039.44
2023	10	3000	1000	\$ 1,814.29	\$ 1,067.62
2024	11	4000	2000	\$ 2,491.62	\$ 2,093.30
2025	12	3000	2000	\$ 1,924.78	\$ 2,153.10
2026	13	4000	1000	\$ 2,643.36	\$ 1,157.34
2027	14	3000	1000	\$ 2,042.00	\$ 1,189.06
2028	15	4000	1000	\$ 2,804.34	\$ 1,221.74
2029	16	0	2000	\$ 290,130.92	\$ 2,410.78
2030	17	0	2000	\$ -	\$ 2,480.10
2031	18	4000	1000	\$ 3,064.38	\$ 1,325.75
2032	19	4000	1000	\$ 3,156.31	\$ 1,362.52
2033	20	4000	1000	\$ 3,251.00	\$ 1,400.40
2034	21	4000	2000	\$ 3,348.53	\$ 2,778.82
2035	22	4000	2000	\$ 3,448.99	\$ 2,859.19
2036	23	4000	1000	\$ 3,552.46	\$ 1,520.98
2037	24	4000	1000	\$ 3,659.03	\$ 1,563.61
2038	25	4000	1000	\$ 3,768.80	\$ 1,607.52
2039	26	4000	2000	\$ 3,881.86	\$ 3,205.49
2040	27	4000	2000	\$ 3,998.32	\$ 3,298.66
2041	28	4000	1000	\$ 4,118.27	\$ 1,747.31
2042	29	4000	1000	\$ 4,241.82	\$ 1,796.73
2043	30	4000	1000	\$ 4,369.07	\$ 1,847.63
2044	31	0		\$ 452,014.53	\$ 273,092.11
2045	32	0	1000	\$ -	\$ 1,954.06
2046	33	4000	1000	\$ 4,774.20	\$ 2,009.68
2047	34	4000	1000	\$ 4,917.43	\$ 2,066.97
2048	35	4000	1000	\$ 5,064.95	\$ 2,125.98

Year	Total Costs		Cumulative Costs		Difference
	Asphalt	Concrete	Asphalt	Concrete	
1	\$ 55,200.00	\$ 72,500.00	\$ 55,200.00	\$ 72,500.00	\$ (17,300.00)
2	\$ 56,856.00	\$ 74,675.00	\$ 112,056.00	\$ 147,175.00	\$ (35,119.00)
3	\$ 59,299.27	\$ 76,915.25	\$ 171,355.27	\$ 224,090.25	\$ (52,734.98)
4	\$ 61,078.25	\$ 79,222.71	\$ 232,433.52	\$ 303,312.96	\$ (70,879.44)
5	\$ 63,693.11	\$ 81,599.39	\$ 296,126.63	\$ 384,912.35	\$ (88,785.72)
6	\$ 1,611.97	\$ 85,007.09	\$ 297,738.60	\$ 469,919.43	\$ (172,180.84)
7	\$ 2,213.77	\$ 87,554.30	\$ 299,952.37	\$ 557,473.73	\$ (257,521.37)
8	\$ 1,710.14	\$ 1,012.07	\$ 301,662.51	\$ 558,485.81	\$ (256,823.30)
9	\$ 2,348.59	\$ 1,039.44	\$ 304,011.10	\$ 559,525.25	\$ (255,514.15)
10	\$ 1,814.29	\$ 1,067.62	\$ 305,825.39	\$ 560,592.87	\$ (254,767.48)
11	\$ 2,491.62	\$ 2,093.30	\$ 308,317.01	\$ 562,686.16	\$ (254,369.15)
12	\$ 1,924.78	\$ 2,153.10	\$ 310,241.79	\$ 564,839.26	\$ (254,597.47)
13	\$ 2,643.36	\$ 1,157.34	\$ 312,885.15	\$ 565,996.60	\$ (253,111.46)
14	\$ 2,042.00	\$ 1,189.06	\$ 314,927.14	\$ 567,185.67	\$ (252,258.52)
15	\$ 2,804.34	\$ 1,221.74	\$ 317,731.48	\$ 568,407.40	\$ (250,675.92)
16	\$ 290,130.92	\$ 2,410.78	\$ 607,862.41	\$ 570,818.18	\$ 37,044.23
17	\$ -	\$ 2,480.10	\$ 607,862.41	\$ 573,298.28	\$ 34,564.13
18	\$ 3,064.38	\$ 1,325.75	\$ 610,926.79	\$ 574,624.03	\$ 36,302.75
19	\$ 3,156.31	\$ 1,362.52	\$ 614,083.10	\$ 575,986.56	\$ 38,096.54
20	\$ 3,251.00	\$ 1,400.40	\$ 617,334.10	\$ 577,386.96	\$ 39,947.14
21	\$ 3,348.53	\$ 2,778.82	\$ 620,682.63	\$ 580,165.78	\$ 40,516.85
22	\$ 3,448.99	\$ 2,859.19	\$ 624,131.62	\$ 583,024.97	\$ 41,106.64
23	\$ 3,552.46	\$ 1,520.98	\$ 627,684.07	\$ 584,545.95	\$ 43,138.12
24	\$ 3,659.03	\$ 1,563.61	\$ 631,343.10	\$ 586,109.57	\$ 45,233.54
25	\$ 3,768.80	\$ 1,607.52	\$ 635,111.90	\$ 587,717.09	\$ 47,394.82
26	\$ 3,881.86	\$ 3,205.49	\$ 638,993.77	\$ 590,922.58	\$ 48,071.19
27	\$ 3,998.32	\$ 3,298.66	\$ 642,992.09	\$ 594,221.23	\$ 48,770.85
28	\$ 4,118.27	\$ 1,747.31	\$ 647,110.36	\$ 595,968.54	\$ 51,141.81
29	\$ 4,241.82	\$ 1,796.73	\$ 651,352.17	\$ 597,765.27	\$ 53,586.91
30	\$ 4,369.07	\$ 1,847.63	\$ 655,721.25	\$ 599,612.90	\$ 56,108.35
31	\$ 452,014.53	\$ 273,092.11	\$ 1,107,735.77	\$ 872,705.01	\$ 235,030.77
32	\$ -	\$ 1,954.06	\$ 1,107,735.77	\$ 874,659.07	\$ 233,076.71
33	\$ 4,774.20	\$ 2,009.68	\$ 1,112,509.98	\$ 876,668.75	\$ 235,841.23
34	\$ 4,917.43	\$ 2,066.97	\$ 1,117,427.40	\$ 878,735.72	\$ 238,691.69
35	\$ 5,064.95	\$ 2,125.98	\$ 1,122,492.36	\$ 880,861.70	\$ 241,630.66



Mill and Overlay Cost at year 16 and 31					
Year		Unit	QTY	Price	Subtotal
16	Milling	SY	7533.33	\$ 6.42	\$ 48,355.15
	Asphalt (2" Thick)	SY	7533.33	\$ 32.09	\$ 241,775.77
					\$ 290,130.92
31	Milling	SY	7533.33	\$ 10.00	\$ 75,335.75
	Asphalt (2" Thick)	SY	7533.33	\$ 50.00	\$ 376,678.77
					\$ 452,014.53

Concrete Cost at Year 31					
31	Slab Replacement	SY	1,506.67	\$ 181.26	\$ 273,092.11
					\$ 273,092.11

* Assumes sealing every 2 years and Mill/Overlay at years 16 and 31.

** Assumes sealing every 5 years, 5 slabs replaced each year and 20% replacement at year 31.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

RESOLUTION (ID # 1011)

Annual Appointments and Reappointments to Boards, Committees and Commissions 2014



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

A meeting of the Nominating Committee was held on Monday, June 23, 2014 starting at 5:32 p.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

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

PERSONNEL APPEALS COMMITTEE

The Nominating Committee consisted of:

Mayor Glantz
Council President Charlotte D'Alfonso
Lynn Berry, Chair of the Personnel Appeals Committee

Mayor Glantz stated applications were received from John Groneck, Jr. and Walter Thomas Taylor. Mayor Glantz stated Robert Haddenhorst, Jr. is eligible for reappointment for a three year term and there are two vacancies, one for a full member and one for an alt member, due to resignations.

Chairman Berry moved, seconded by Council President D'Alfonso to reappoint Robert Haddenhorst, Jr for three year term which will expire June 30, 2017; appoint John Groneck, Jr. for a three year term which will expire June 30, 2017 and appoint Walter Thomas Taylor as an alternate, with the vote upon such motion being as follows, to-wit:

Chair Berry – Aye
Council President D'Alfonso – Aye
Mayor Glantz – Aye

The vote on the motion being 3 ayes and 0 nays, the reappointment and appointments were approved.

POLICE & SAFETY

The Nominating Committee consisted of:

Mayor Glantz
Council President Charlotte D'Alfonso
Don Magruder, Chair of the Police and Safety

Mayor Glantz stated applications were received from Richard Wolkowitz and Janice Gale and there are two vacancies, one from a resignation and one from term limited member Irvin Fagin.

Chairman Magruder moved, seconded by Council President D'Alfonso to appointment Richard Wolkowitz and Janice Gale both for a three year term which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Chair Magruder – Aye
Council President D'Alfonso – Aye
Mayor Glantz – Aye

The vote on the motion being 3 ayes and 0 nays, the appointments were approved.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

CLIMATE ACTION TASK FORCE

The Nominating Committee consisted of:

Mayor Glantz
Council President Charlotte D'Alfonso
Judy Campbell, Chair of the CATF

Mayor Glantz stated there is one vacancy and two members eligible for reappointment, Jill Schupp and Fran Cantor. An application has been received from Harold Levin.

Chair Campbell stated she spoke with Jill Schupp whom has agreed to be reappointed, despite her busy schedule. Fran Cantor would also like to be reappointed. Chairman Sherman stated she has reached out to Mr. Levin and he is still interested in serving on the Climate Action Task Force.

Council President D'Alfonso stated she is concerned with Mrs. Schupp's busy campaign schedule and the CATF's lack of quorum issues and that these issues will continue if we keep the same number of members.

Chair Campbell stated Mrs. Schupp will be more available after the election in August.

Chair Campbell moved, seconded by Council President D'Alfonso to reappoint Jill Schupp and Fran Cantor each for three year terms, which will expire June 30, 2017 and appoint Harold Levin for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Chair Campbell – Aye
Council President D'Alfonso – Aye
Mayor Glantz – Aye

The vote on the motion being 3 ayes and 0 nays, the appointments were approved.

ARTS COMMISSION

The Nominating Committee consisted of:

Mayor Glantz
Council President Charlotte D'Alfonso

Mayor Glantz stated Kenneth Balk and Christine Faron are both eligible for reappointment.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Kenneth Balk and Christine Faron each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye
Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

BOARD OF ADJUSTMENT

Mayor Glantz stated there is one vacancy due to the term limit of Rhonda O'Brien. Mayor Glantz stated Chair Earl Schenberg was reaching out to Martin Satz to see if he was interested in becoming a full member and moving from an Alternate. The Nominating Committee will meet again at a future date to fill vacancy.

BULIDING BOARD OF APPEALS

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated Barry Koenemann is eligible for reappointment for three years and there is a vacancy due to the term limit of Bill Wyne.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Barry Koenemann for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.

ECONOMIC DEVELOPMENT COMMISSION

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated David Schlafly and Kurt Elliff are both eligible for reappointment.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint David Schlafly and Kurt Elliff each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.

EMPLOYEE PENSION BOARD

Employee Pension Board terms expire in September. A Nominating Committee meeting will be set for August to reappoint members.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

FINANCE COMMITTEE

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated there are two members eligible for reappointment, Howard Shalowitz and Larry Potashnick. There is one vacancy due to a resignation and another due to the term limit of Brian Finnegan. The Nominating Committee did not receive any applications for the Finance Committee. Staff will readvertise in hopes to receive more applications.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Howard Shalowitz and Larry Potashnick each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.

HORTICULTURE, ENVIRONMENT AND BEAUTIFICATION

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated there are two members eligible for reappointment, Susan Baseley and James Graham. There are two vacancies due to resignations and another due to the term limit of Claire Choside. The Nominating Committee did not receive any applications for the HEB. Staff will readvertise in hopes to receive more applications.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Susan Baseley and James Graham each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

HISTORIC PRESERVATION COMMITTEE

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated there are two members eligible for reappointment, Kelly Hackmann and Carole Levin. The Nominating Committee did not receive any applications for the Historic Preservation Committee. Staff will readvertise in hopes to receive more applications.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Kelly Hackmann and Carole Levin each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.

PARKS AND RECREATION COMMITTEE

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

The Nominating Committee did not receive any applications for the Parks and Rec Committee. Staff will readvertise and reschedule a Nominating Committee meeting once applications are received.

STORM WATER COMMITTEE

The Nominating Committee consisted of:

Mayor Glantz

Council President Charlotte D'Alfonso

Mayor Glantz stated there are two members eligible for reappointment, Richard Koch and Steven Brody.

Council President D'Alfonso moved, seconded by Mayor Glantz to reappoint Richard Koch and Steven Brody each for a three year term, which will expire June 30, 2017, with the vote upon such motion being as follows, to-wit:

Council President D'Alfonso – Aye

Mayor Glantz – Aye

The vote on the motion being 2 ayes and 0 nays, the appointments were approved.

The Nominating Committee meeting adjourned at 6:05 p.m.

Attest:



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JUNE 23, 2014
5:30 P.M.**

Deborah Ryan
City Clerk

Barry Glantz
Mayor

NOMINATING COMMITTEE
RECOMMENDED APPOINTMENTS AND/OR REAPPOINTMENTS
FROM THE JUNE 23rd MEETING

Personnel Appeals Committee

Reappoint

- Robert Haddenhorst, Jr (expires June 30, 2017)

Appoint

- John Groneck, Jr (expires June 30, 2017)
- Walter Thomas Taylor – as an Alt

Police & Safety

Appoint

- Richard Wolkowitz (expires June 30, 2017)
- Janice Gale (expires June 30, 2017)

Climate Action Task Force

Reappoint

- Jill Schupp (three year expires June 30, 2017)
- Fran Cantor (three year expires June 30, 2017)

Appoint

- Harold Levin (expires June 30, 2017)

Arts Commission

Reappoint

- Kenneth Balk (expires June 30, 2017)
- Christine Faron (expires June 30, 2017)

Building Board of Appeals

Reappoint

- Barry Koenemann (expires June 30, 2017)

Economic Development Commission

Reappoint

- David Schlafly (expires June 30, 2017)
- Kurt Elliff (expires June 30, 2017)

Finance Committee

Reappoint

- Howard Shalowitz (expires June 30, 2017)
- Larry Potashnick (expires June 30, 2017)

Horticulture, Environmental & Beautification Committee

Reappoint

- Susan Baseley (expires June 30, 2017)
- James Graham (expires June 30, 2017)

Historic Preservation Committee

Reappoint

- Kelly Hackmann (expires June 30, 2017)
- Carole Levin (expires June 30, 2017)

Storm Water Committee

Reappoint

- Richard Koch (expires June 30, 2017)
- Steven Brody (expires June 30, 2017)

7/14/14
Exhibit

Attachment: 2014 annual appts list for Mayor (1011 : Annual Appointments and Reappointments to Boards, Committees and Commissions



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Report
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors: Councilmember, Ward 4 Robert Kent

APPLICATION (ID # 1014)

DOC ID: 1014 A

Presentation Regarding Creve Coeur Golf Course Dam Project

Requested by Council Member Kent

CREVE COEUR GOLF COURSE STORMWATER DETENTION SYSTEM

A PICTORIAL TOUR OF THE SITE

North Pond - commercial property discharge - looking North

Concrete Ramp and Pad will be required to clean out this pond which will become the forebay silt collection pond. See next two slides as an example.



Wall Damage Detail

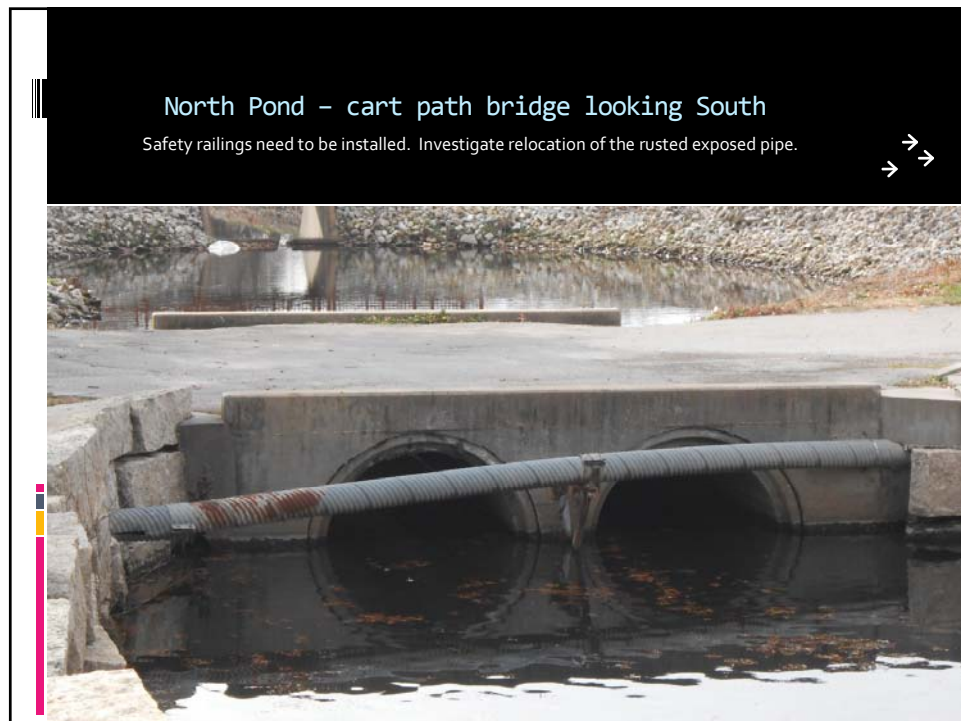
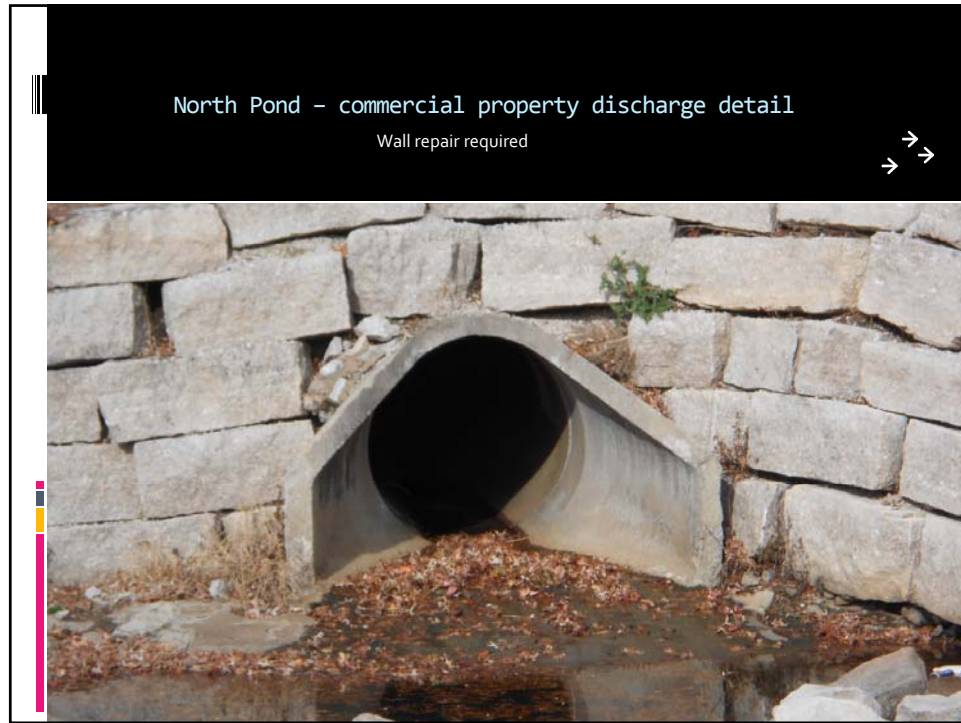
Clean out wall repair, ramp, concrete pad extension to Old Cabin Road and Gabion Wall required to establish a silt clean-out forebay. See example next slide.



Forebay Clean-out Example

This is a small scale forebay example. Note hardened elliptical base.





North Pond – East wall looking North

6 feet of filter cloth required to eliminate grass settlement.



North Pond – West wall damage detail

Wall repair required



North Center Pond – looking South

Rip-rap rock refreshment required along with one level of stone along the top edge with 6 feet of filter cloth to allow proper mowing and stop infiltration of soil into pond.



North Center Pond – West Bank – looking South

Same as previous slide



North Center Pond – looking North

Note – cut stone green support on right side



North Center Pond discharge weir – North side

Note: See chip in concrete face – repair face



North Center Pond – West Bank looking North

Refresh rip-rap rock and add cut rock top cap



North Lower Pond – looking South

Remove vegetation and add rip-rap and refresh on left side and cut rock caps both sides



North Lower Pond – West Bank – looking South

Same as previous slide



North Lower Pond – East Bank – looking South

Continue vegetation removal, rip-rap addition and cut rock caps required



North Lower Pond – East Bank damage detail

Clean out and refresh rip-rap



North Center Pond – discharge to North Lower Pond

Note: Picture looking North from North Lower Pond East Bank
Refresh rip-rap and add cut stone cap



North Lower Pond – East Bank Green support

Note: Looking North from East Bank. Refresh rip-rap and add cut stone cap



North Lower Pond – West Bank – looking South

Note: Sewer riser on West Bank. Refresh rip-rap and add cut stone cap



North Lower Pond – looking South

Add stone cut cap on right side



North Lower Pond – discharge to Creek – looking South

Refresh rip-rap



North Lower Pond discharge weir – looking North

Needs dredging



North Lower Pond – looking North

Refresh rip-rap and add stone cap left side



North Lower Pond discharge to South Pond Creek

Clean out vegetation and creek floor and add rip-rap and stone caps



South Pond Creek – maintenance bridge

Replace bridge with safety railings





City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Contract
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Trash and Recycling Contract

Discussion of next steps regarding the city's contract with Allied. A draft of the 2014 Citizen Survey report has been completed, and a representative from the survey consultant, ETC Institute, will be invited to the August 11 Council Work Session to present the survey results and answer questions. It is suggested that further review of the trash and recycling contract be held following the survey discussion.

**SECOND AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION
SERVICES AGREEMENT**

SECOND AMENDMENT made on the 28 day of April, 2014, by and between the City of Creve Coeur (hereinafter "City"), and Allied Services LLC dba Republic Services of Bridgeton (hereinafter "Republic").

WHEREAS, the term of the current residential solid waste collection services agreement between the City and Republic, as previously amended, expires June 30, 2014 (hereinafter the "Current Contract"); and

WHEREAS, the City has an extension option under the Current Contract; and

WHEREAS, after a public bidding process in 2013, the City's Horticultural, Environmental, and Beautification Committee and City Staff recommended selection of Republic to continue to provide such services beyond the current expiration date of the Current Contract pursuant to the terms and conditions of the Residential Solid Waste, Yard Waste, and Recyclable Waste Collection, Removal, and Disposal Bid Specifications for 2014-2019 and Republic's Alternate Proposal #1 (hereinafter the "Optional New Contract"), attached hereto as **Exhibit 1**; and

WHEREAS, the City Council has determined that it requires additional time to determine the best means of meeting the residents' needs and expectations; and

WHEREAS, due to the passage of time, it is no longer possible for Republic to implement the changes described in the Optional New Contract as of the expiration date of the Current Contract; and

WHEREAS, the City and Republic have reached agreement on an extension of the Current Contract that incorporates the option of adopting the Optional New Contract and related

options available to the City; and

WHEREAS, the City and Republic have agreed that such extension is mutually beneficial;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Current Contract between the parties, as hereby amended, shall be extended as of July 1, 2014 for one year, ending June 30, 2015. The City shall have the option to extend the Current Contract for an additional year, to June 30, 2016, on these same terms and conditions, and an additional option to extend the Current Contract for an additional year, to June 30, 2017, on these same terms and conditions. Should the City elect to exercise its option(s) under this section, it shall give written notice thereof to Republic no later than May 1 immediately prior to the impending expiration date.

2. Contract fees under the Current Contract, as extended, shall not be increased pursuant to any adjustment included therein, but rather shall only be subject to increase as follows: (a) in connection with the extension to June 30, 2015, by the percentage increase, if any, in the cost of living between June 2013 and June 2014, as determined by the St. Louis Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the U.S. Department of Labor; (b) a similar increase in connection with an extension to June 30, 2016, based on the percentage increase, if any, from June 2014 to June 2015; (c) a similar increase in connection with an extension to June 30, 2017, based on the percentage increase, if any, from June 2015 to June 2016; (d) provided, however that no such annual increase shall exceed 3%.

3. Notwithstanding the foregoing, the City shall have the additional option to adopt as a replacement agreement, the Optional New Contract, to take effect as of either July 1, 2015 or July 1, 2016. The City shall provide notice to Republic that it is exercising this additional option no later than January 1 immediately preceding the intended effective date of such new contract. Such new contract shall be dated and commence as of its effective date, shall be for a five-year term with an option for the City to extend for an additional five years, and all dates and prices in Exhibit 1 shall be adjusted accordingly, using price adjustments described therein. The parties agree that the price for optional second weekly curbside service shall be corrected to be \$15.00 per month in 2014 dollars.

4. The City also shall have the right, during any or all of the fiscal years (i.e. July to June) in the term of the Optional New Contract, to pay the once-per-week rear yard collection fee for all residents opting for such upgrade service (other than disabled residents qualifying for no charge service under the contract). The City shall provide Republic with at least 90 days advance notice of intent to make such payments and/or to discontinue making such payments. During any such period that the City makes such payments, the parties shall use a coordinated process for residents to order and discontinue such optional service. Republic shall bill the City directly. Other “a la carte” items (i.e. second weekly curbside or rear yard pickup, white goods, unlimited yard waste) shall remain payable by residents directly to Republic.

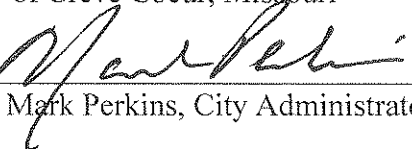
5. Either party shall have the right to audit applicable records at reasonable times at its cost and if a discrepancy is discovered within a year of provision of the related service appropriate financial adjustments shall be made.

6. Except as expressly modified by this Second Amendment, the Current Contract shall remain in full force and effect.

7. The parties and individual signatories hereby warrant and represent they have the authority to enter into this Second Amendment.

8. This Second Amendment may be executed in counterparts, to be effective on the date that the last signature herein below required is affixed.

City of Creve Coeur, Missouri

By: 

Mark Perkins, City Administrator

ATTEST:


Deborah Ryan, City Clerk

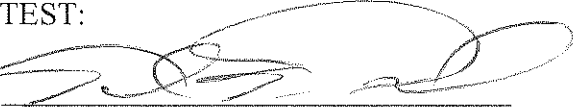
Allied Services LLC dba
Republic Services of Bridgeton

By: 

Name: Casey F Powers

Title: General Manager

ATTEST:

By: 

Name: Thomas F Real

Title: Secretary Division Controller

Attachment: allied contract extension - executed (1016 : Trash and Recycling Contract)

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

ALTERNATE BID#1 PROPOSAL FORM

REIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING WASTE COLLECTION, REMOVAL, AND DISPOSAL FOR 2014-2019 CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal. The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.

Alternate 1

Item 1 – Solid Waste & Recycle	<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos, 95gl	\$13.51	\$162.12
Pick-up solid waste and recycle once per week		
(Curbside pick-up paid for by the City, 65gl	\$11.51	\$138.12
Approximately 5,520 Units) 35gl	\$10.26	\$123.12
Option; 2X Curbside pick-up, Resident may Pay Contractor directly for twice a week Curbside pickup. (Upgrade price for second Weekly curbside pickup).	<u>\$30.00</u>	<u>\$360</u>
Option; Single family including unit condo's Pick-up solid waste once per week. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service	<u>\$15.00</u>	<u>\$180</u>
Option: 2X Rear yard pick-up. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service (This fee will be fifteen dollars added to the Fifteen dollars for the optional 1X rear yard)	<u>\$15.00</u>	<u>\$360</u>

City of Creve Coeur, Missouri

Residential Solid Waste Collection

Alternate 1

Item II – Miscellaneous

Monthly Cost~~White Goods – metal Appliances Resident schedules~~

~~pickup with Contractor and pays Contractor Directly
for the service. (\$25 Max per item)~~

\$25.00 Per Item

Bulky Goods – Furniture/Large Items, Resident schedules

Pick-up with Contractor

Two item Limit per pick up. ~~Pickup on regular trash day.~~No Charge

Yard Waste –

Cost for Yard Waste Tags (Each)

\$3.00

Cost for Yard Waste Bags (Each)

\$5.00

Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)

\$12.00 per month

Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.

Item III – Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

OR

- b. Republic Services at the end of each calendar year will donate \$5,000 to the City recycle committee for them to choose how to utilize the funds.

Item IV – Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract.

***** All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental.

Attachment: allied contract extension - executed (1016 : Trash and Recycling Contract)

City of Creve Coeur, Missouri

Residential Solid Waste Collection

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- **Date**
- **Tag Number**
- **Type of Collection**
- **Address**
- **Toter Size**
- **Weight of Collected Material**

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.

Attachment: allied contract extension - executed (1016 : Trash and Recycling Contract)


(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date

Attachment: allied contract extension - executed (1016 : Trash and Recycling Contract)

City of Creve Coeur, Missouri

Residential Solid Waste Collection

(Amount contractor pays for solid waste
dump fee per ton).\$ N/A(Annual 2013 average revenue per ton for
comingled recycling materials)\$ 11.00

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source?

YES

2. Does you landfill capture and reuse methane gas?

YES

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix D.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
Single Pickup per week			
1 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
2 CY Once A Week	44 Units	\$ <u>1,254.00</u>	\$ <u>15,048.00</u>
3 CY Once A Week	4 Units	\$ <u>140.00</u>	\$ <u>1,680.00</u>
4 CY Once A Week	5 Units	\$ <u>195.00</u>	\$ <u>2,340.00</u>
6 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
Optional: Additional Pick-up Per Week	1 CY Additional Pick-up	0 Units	\$ <u> </u>
	2 CY Additional Pick-up	8 Units	\$ <u>200.00</u>
	3 CY Additional Pick-up	1 Unit	\$ <u>25.00</u>
	4 CY Additional Pick-up	0 Units	\$ <u> </u>
	6 CY Additional Pick-up	0 Units	\$ <u> </u>



CITY OF CREVE COEUR

May 6, 2014

To: Mayor and City Council

Re: Trash Discussions Going Forward

Council President D'Alfonso requested that a timeline be developed for further consideration of trash service beyond the one-year extension, which was recently agreed to by the City Council. The city's contract extension with Allied (Republic) Waste will be effective July 1, 2014 through June 30, 2015. The city retains the option of two additional one-year extensions with Allied, through June of 2017.

Under the proposed agreement, the City retains the option of accepting the Republic proposal as submitted in the Fall of 2013, referred to as the "Optional New Contract," to begin in year two or three of the extension. Notice must be provided by January 1 if a change in service is desired for the following contract year. The Optional New Contract, which includes curbside trash service with the option of valet service for an additional fee, will run for a term of five years with an option for a five-year extension.

Therefore, if the City Council chooses the Optional New Contract, we will need to notify Allied by January 1.

However, if the City Council chooses to re-bid for service effective July, 2015, then we should plan to go to bid by September 1, 2014.

A proposed timeline for review is as follows:

Council work session – June 23 and July 14, 2014 – Review citizen survey results, review options

Committee review – July/early August, 2014

Council decision on service for following year - August 25, 2014

If the Council rules out going out for bid, then we will have additional time to consider the options of:

- 1) retaining the status quo service by extending for an additional year; or
- 2) selecting the Optional New Contract

I look forward to discussing this matter with Council on Monday evening.

Sincerely,



Mark Perkins, City Administrator

Attachment: memo - trash discussions 05-12-14 (1016 : Trash and Recycling Contract)

2014 City of Creve Coeur Community Survey

...helping organizations make better decisions since 1982

Draft Report

Attachment: 2014 Creve Coeur Survey Findings Draft Report (1016 : Trash and Recycling Contract)

Submitted to the City of Creve Coeur, MO by:

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061



July 2014

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2014 City of Creve Coeur Executive Summary Report

Overview and Methodology

ETC Institute administered a community survey for the City of Creve Coeur in June 2014. The survey was administered as part of the City's effort to assess citizen satisfaction with the quality of city services. This is the first time that Creve Coeur has administered a community survey with ETC Institute.

Resident Survey. A seven-page survey was mailed to a random sample of households in the City of Creve Coeur. On average, the survey took 20 minutes to complete. Of the households that received a survey, 627 completed the survey. This total far exceeded the goal of 400 completed surveys. The results for the random sample of 627 households have a 95% level of confidence with a precision of at least +/-3.9%.

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from the City of Creve Coeur with the results from other communities in the *DirectionFinder®* database. Since the number of "don't know" responses often reflects the utilization and awareness of city services, the percentage of "don't know" responses has been provided in the tabular data section of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase "*who had an opinion.*"

This report contains:

- a summary of the methodology for administering the survey
- charts and graphs showing the major findings
- importance-satisfaction analysis
- benchmarking data that show how the results for Creve Coeur compare to other cities
- tables that show the results for each question on the survey
- a copy of the survey instrument

Major Findings

- **How Residents Rate the City of Creve Coeur.** Nearly all (98%) of the residents surveyed, *who had an opinion*, indicated that they were satisfied (rating of 4 or 5 on a 5-point scale) with the City of Creve Coeur as a place to live; 96% were satisfied with the city as a place to raise children, and 85% were satisfied with the city as a place to work.
- **Perceptions of the City.** Ninety-five percent (95%) of the residents surveyed, *who had an opinion*, indicated that they were satisfied (rating of 4 or 5 on a 5-point scale) with the overall quality of life in the City; 94% were satisfied with the overall quality of services provided by the City, and 91% were satisfied with overall image of the City.
- **Overall City Services.** Ninety-two percent (92%) of the residents surveyed, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with park maintenance; 92% were satisfied with police services; 88% were satisfied with limb chipping services, and 88% were satisfied with leaf vacuuming services. Residents were least satisfied with services pertaining to building permits (47%).
- **Services That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top three choices, the City services that residents thought should receive the most emphasis over the next two years were: 1) police services, 2) parks and recreation and 3) overall enforcement of City codes and ordinances.
- **Trash and Recycling Services.** Of the 89% of residents who indicated they live in a single-family home or townhome, 95% of those surveyed, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the City's trash service and 95% were satisfied with recycling service. Furthermore, 85% were aware of the City's valet trash pick-up service.
- **City Communication.** Eighty-five percent (85%) of the residents surveyed, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the City's efforts to keep residents informed about important issues; 78% were satisfied with the availability of information about programs and services, and 77% were satisfied with efforts to inform residents about the City's finances. Residents were least satisfied with the quality of the City's social media (44%).
- **Communication Issues That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top two choices, the communication issues that residents thought should receive the most emphasis over the next two years were: 1) City efforts to keep residents informed about important issues, and 2) City efforts to keep residents informed about planning and zoning efforts.

- **Parks and Recreation.** Ninety-two percent (92%) of the residents, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the maintenance of City parks; 65% were satisfied with the number walking and biking trails, and 65% were satisfied with the golf course. Residents were least satisfied with senior programs (48%).
- **Parks and Recreation Services That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top two choices, the parks and recreation services that residents thought should receive the most emphasis over the next two years were: 1) maintenance of City parks, and 2) the number of walking and biking trails.
- **Public Safety.** Ninety-five percent (95%) of the residents, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the overall quality of local police protection; 89% were satisfied with how quickly police respond to emergencies, and 84% were satisfied with the City's efforts to prevent crime. Residents were least satisfied with enforcement of local traffic laws (76%).
- **Public Safety Services That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top two choices, the public safety services that residents thought should receive the most emphasis over the next two years were: 1) visibility of police in neighborhoods, and 2) efforts to prevent crime.
- **Community Development.** Sixty-seven percent (67%) of the residents, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the enforcement of exterior maintenance of business properties; 67% were satisfied with the enforcement of sign regulations, and 65% were satisfied with the overall quality of new development in the City. Residents were least satisfied with the enforcement of exterior maintenance of residential property (57%).
- **Community Development Services That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top two choices, the community development services that residents thought should receive the most emphasis over the next two years were: 1) overall quality of new development in the City, and 2) enforcing the clean-up of junk and debris on private property.
- **Public Works.** Eighty-eight percent (88%) of the residents, *who had an opinion*, were satisfied (rating of 4 or 5 on a 5-point scale) with the appearance of landscaped medians; 88% were satisfied with the cleanliness of City streets, and 73% were satisfied with snow and ice removal on City streets. Residents were least satisfied with the adequacy of street lighting (59%).
- **Public Works Services That Should Receive the Most Emphasis Over the Next Two Years.** Based on the sum of their top two choices, the public works services that residents thought should receive the most emphasis over the next two years were: 1) maintenance of City streets, and 2) snow and ice removal on City streets.

Other Findings

- 82% of households read the City's newsletter every month; 14% read it a few times a year, and the remaining 4% indicated they never read it. The types of information residents prefer to see in the newsletter include: information about City services and policies, special events, street projects, and Planning & Zoning updates.
- 12% of residents indicated they use reusable shopping bags "always"; 33% use them "most of the time", 33% use them "rarely" and 22% never use them.
- 30% of residents indicated they have visited one of the City's parks between one and four times in the last two years; 19% visited a park five to nine times, and 37% visited 10 times or more. The remaining 14% indicated they did not visit a City park in the last two years.
- Of the 44% of residents who called or visited the City with a question, problem or complaint during the past year, 40% of them most recently contacted the Public Works department; 28% contacted the Building Division, and 17% contacted the police.
- Of the 44% of residents who called or visited the City with a question, problem or complaint during the past year, 80% of them indicated that it was easy to address their issue. With regard to specific behaviors, 90% indicated that employees were "always" or "usually" courteous and polite, and 83% indicated that employees "always" or "usually" gave accurate answers to questions.
- 43% of residents indicated they would be in favor of changing the regulations so that more drive-through restaurants could locate in Creve Coeur. The biggest concern among residents with regard to drive-through restaurants is having too many built in the same area.

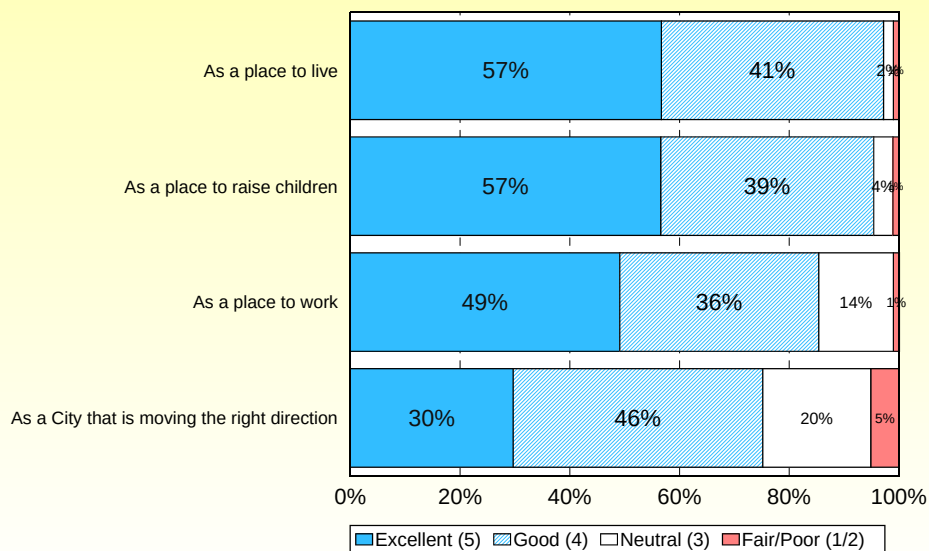
Comparative Benchmarks

Where possible, survey results for Creve Coeur were compared to the U.S. and the Missouri/Kansas region of the country. Creve Coeur rated significantly higher in most categories of city service, public safety, public works, communication, community development, and customer service than either the U.S. in total or the Missouri/Kansas region.

Section 1: Charts and Graphs

Q1. How Residents Rate the City of Creve Coeur in the Following Areas

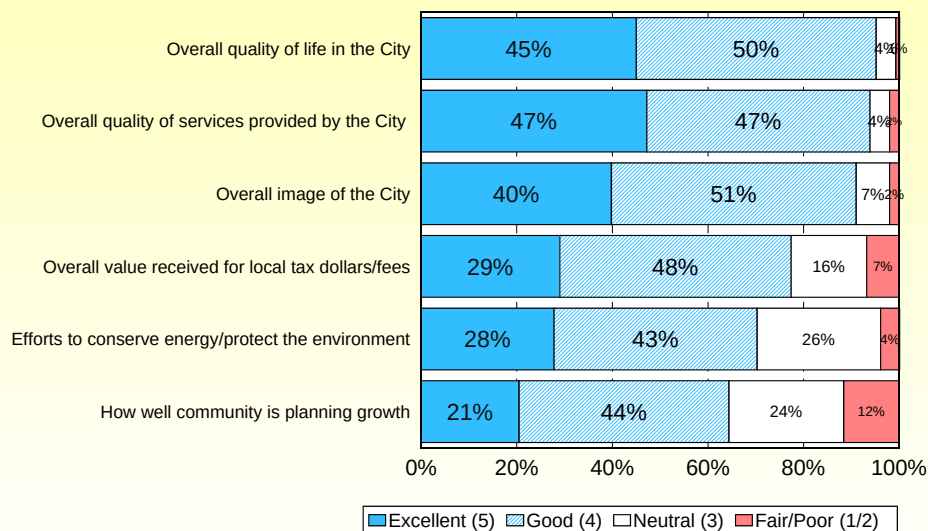
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q2. Ratings of Items That Influence the Perceptions Residents Have of the City

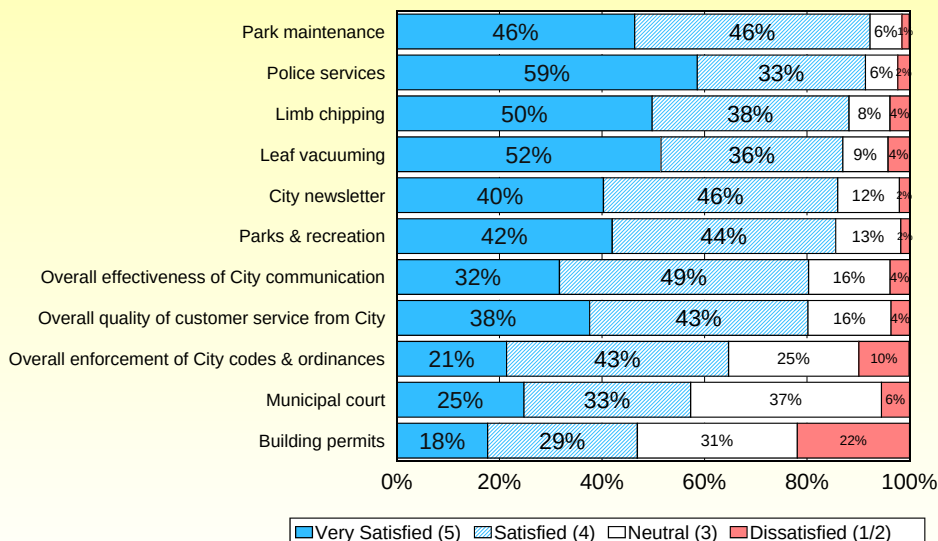
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q3. Satisfaction with Major Categories of City Services

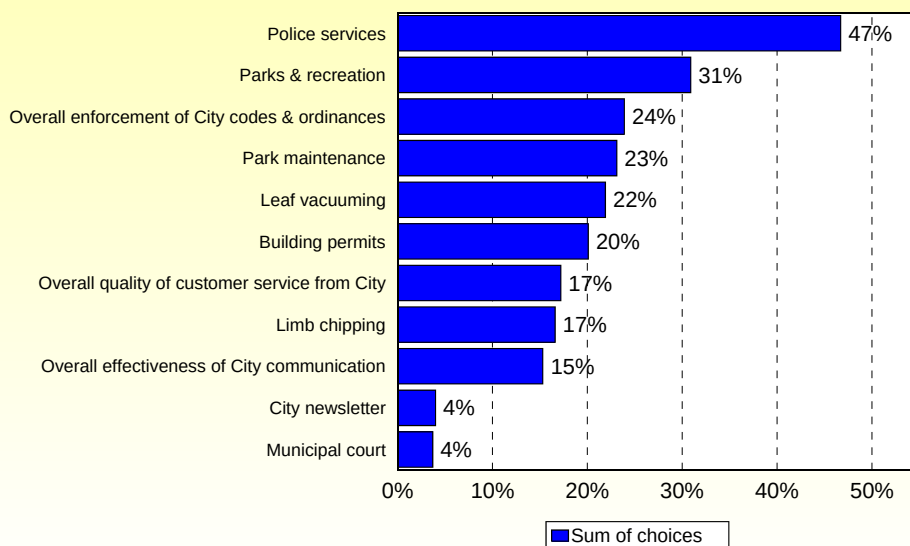
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q4. City Services That Should Receive the Most Emphasis from City Leaders Over the Next 2 Years

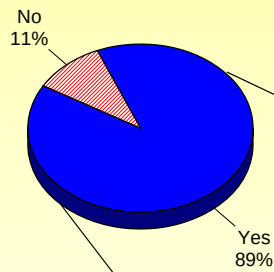
by percentage of respondents who selected the item as one of their top three choices



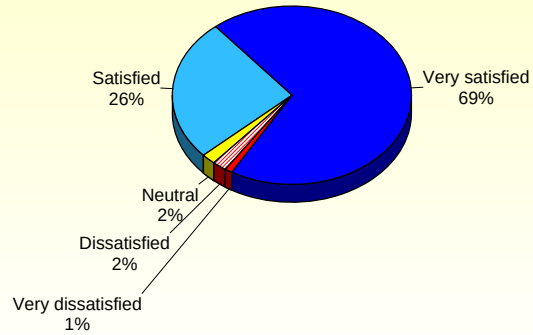
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



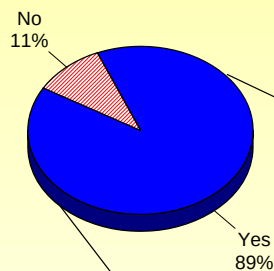
Q6a. How satisfied are you with the City's trash service? (excluding "don't know")



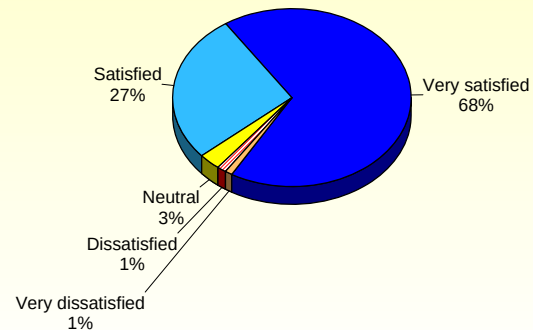
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



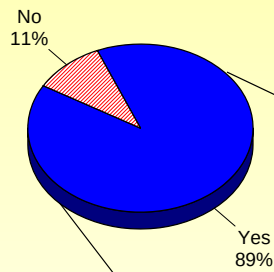
Q6b. How satisfied are you with the City's recycling service? (excluding "don't know")



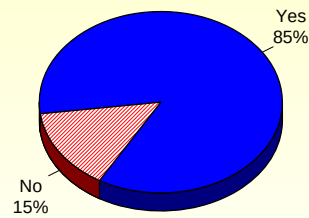
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



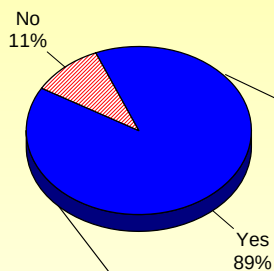
Q6c. Are you aware that valet trash pick-up is currently available? (excluding "don't know")



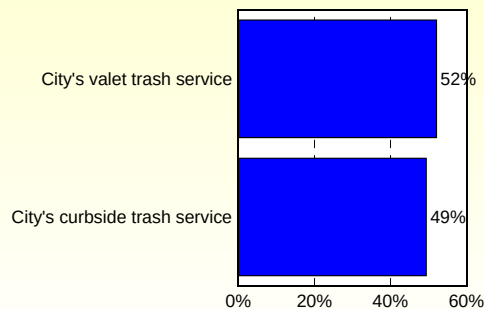
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



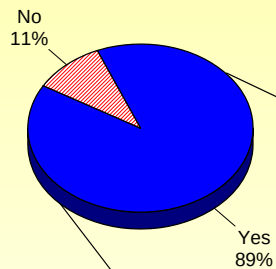
Q6d. Do you use the City's valet trash service or do you place your trash at the curb? (excluding "don't know" - multiple selections could be made)



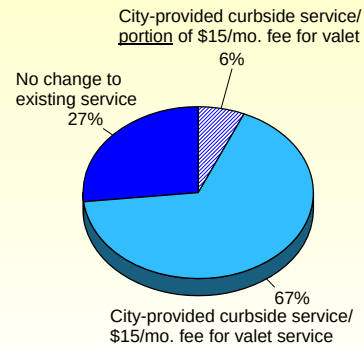
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



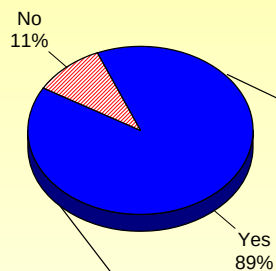
Q6e. Which of these trash collection options would you prefer? (excluding "don't know")



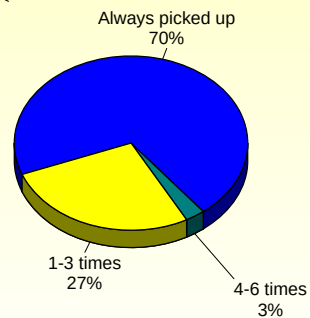
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q6. Do you live in a single-family home or townhome?

by percentage of respondents



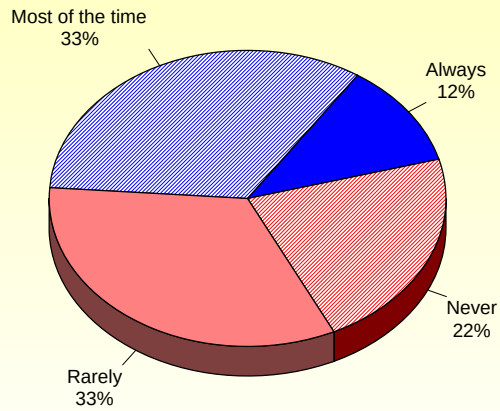
Q6f. How many times was your trash or recycling not picked up in the past year? (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q7. How often do you use reusable shopping bags?

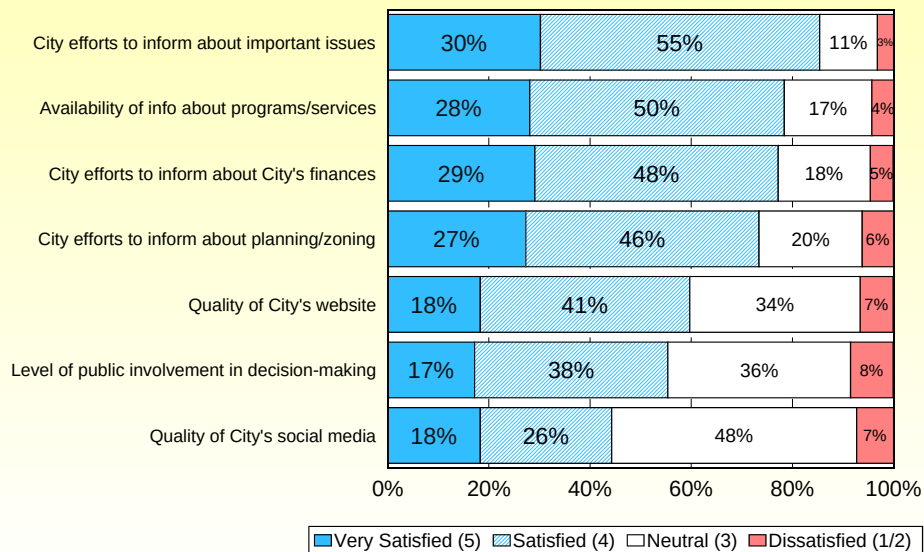
by percentage of respondents



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q8. Satisfaction with City Communication

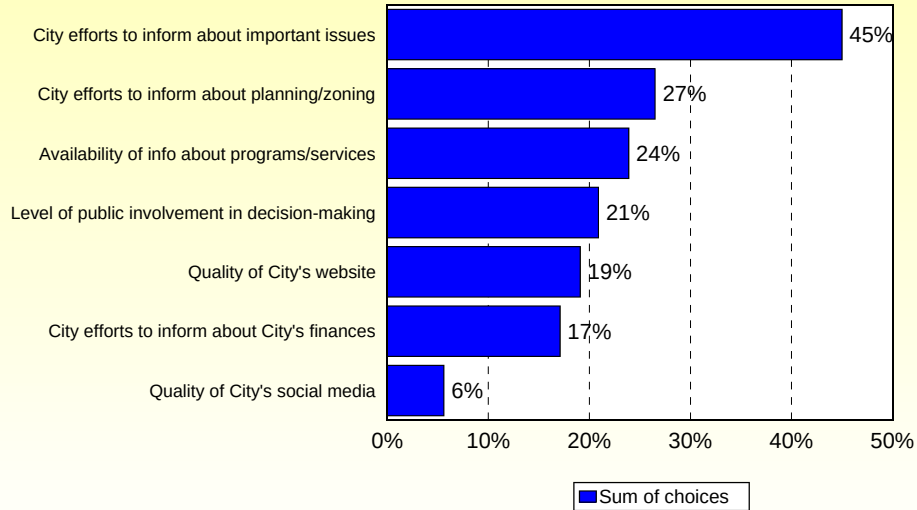
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q9. Communication Issues That Should Receive the Most Emphasis Over the Next 2 Years

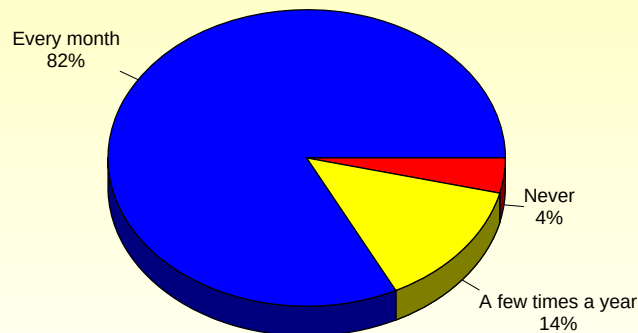
by percentage of respondents who selected the item as one of their top three choices



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q10. How often do you read the City's newsletter?

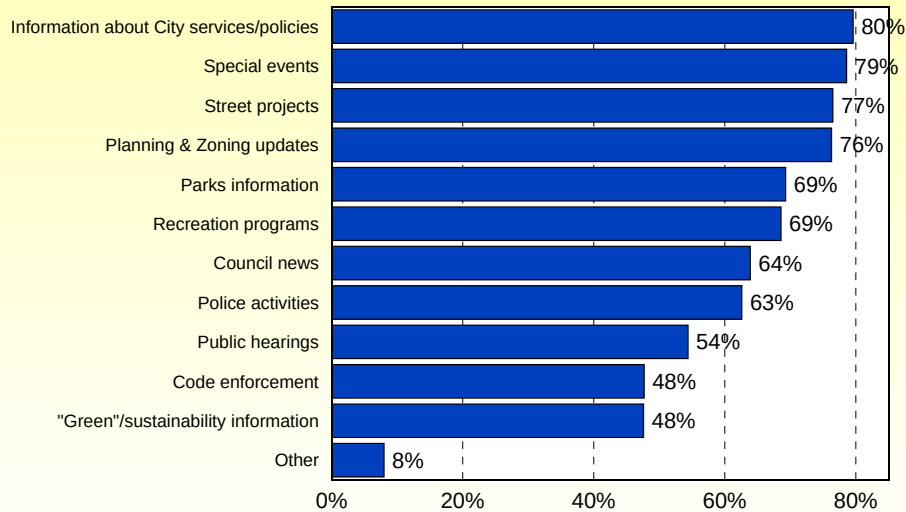
by percentage of respondents



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q11. Types of Information Residents Prefer to See in the City's Newsletter

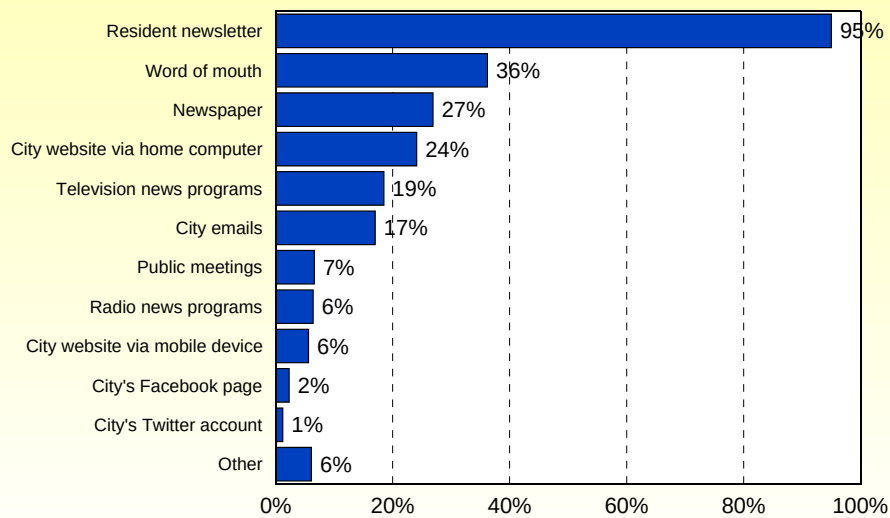
by percentage of respondents (multiple selections could be made)



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q12. Primary Sources of Information About the City's Programs, Services and Events

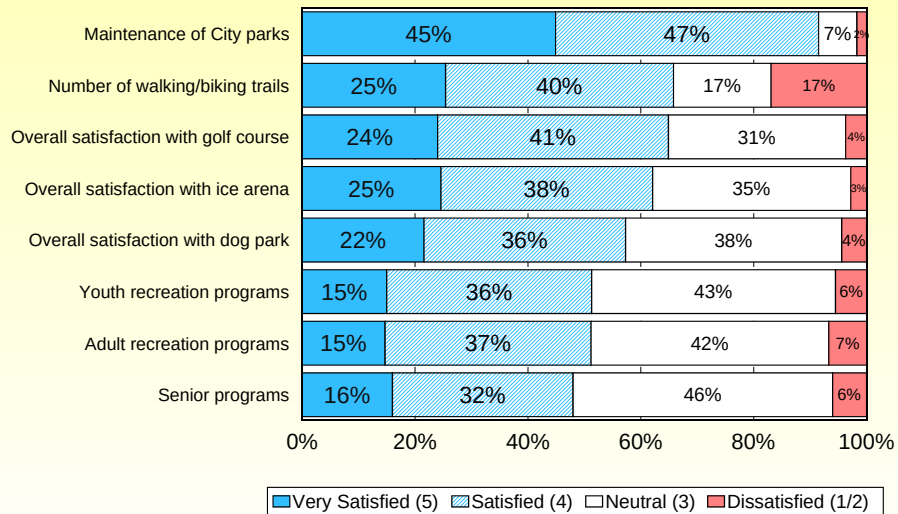
by percentage of respondents (multiple selections could be made)



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q14. Satisfaction With the City's Parks and Recreation

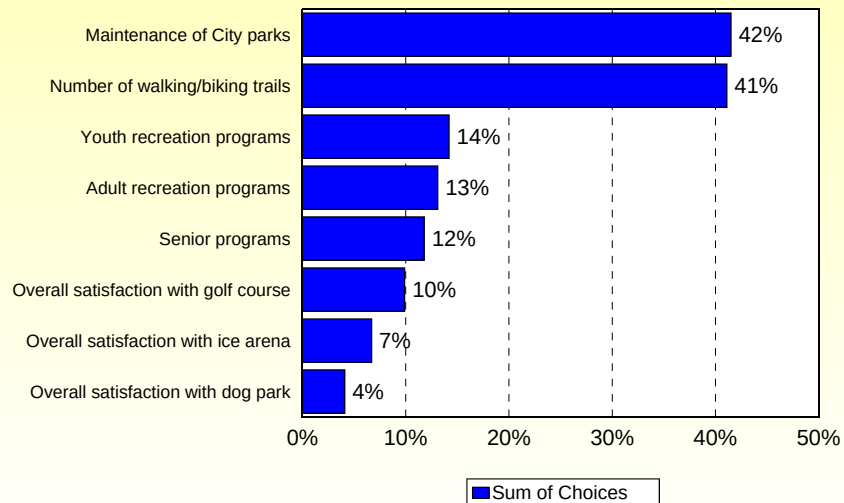
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q15. Parks and Recreation Services That Should Receive the Most Emphasis from City Leaders Over the Next 2 Years

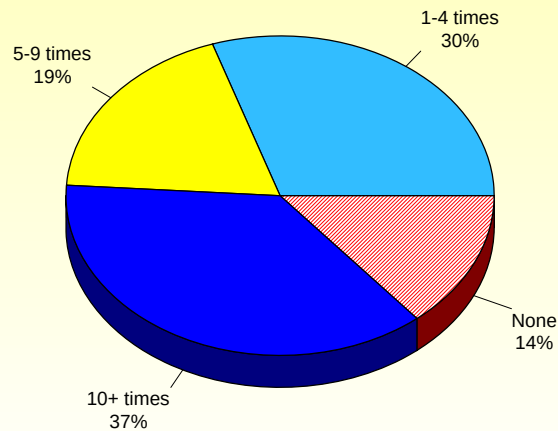
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q16. How many times have you visited one of the City's parks in the last two years?

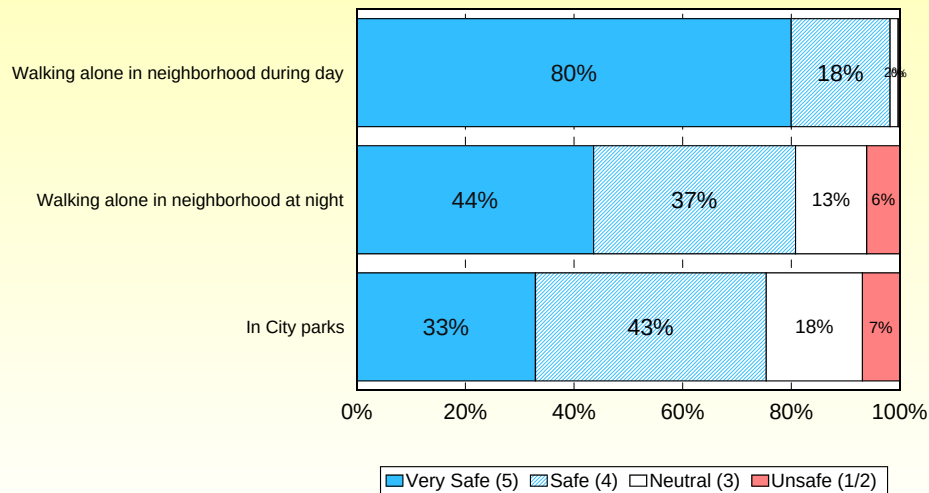
by percentage of respondents (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q18. Feeling of Safety in the Following Situations

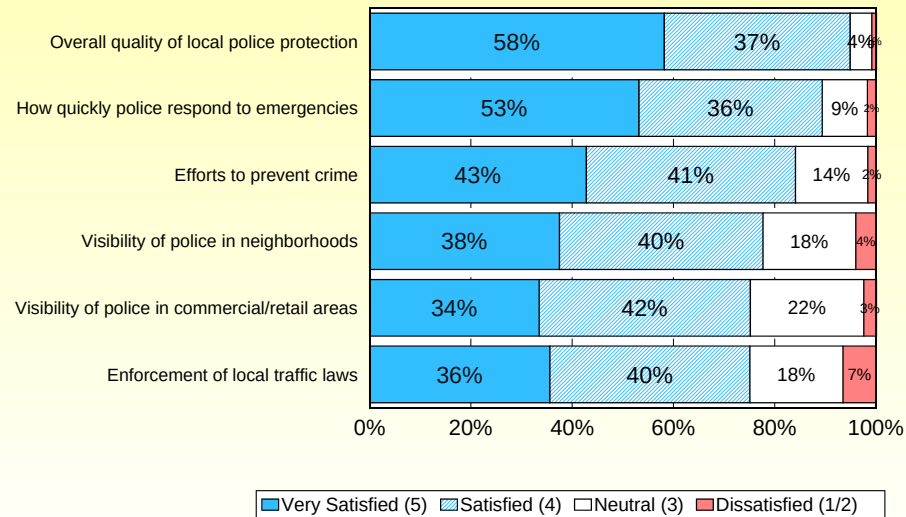
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q19. Satisfaction With Public Safety

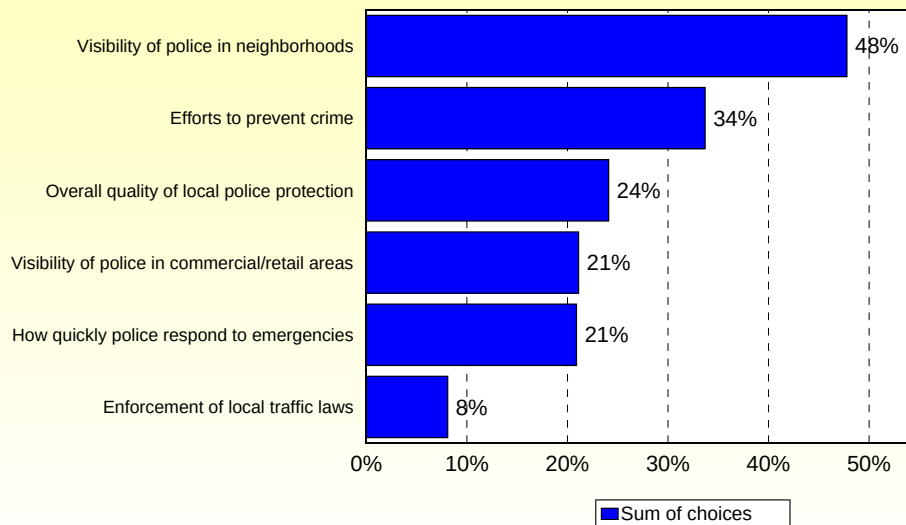
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q20. Public Safety Services That Should Receive the Most Emphasis Over the Next 2 Years

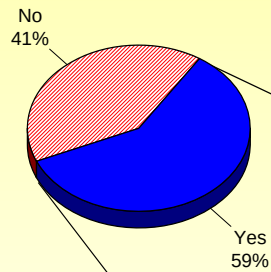
by percentage of respondents who selected the item as one of their top two choices



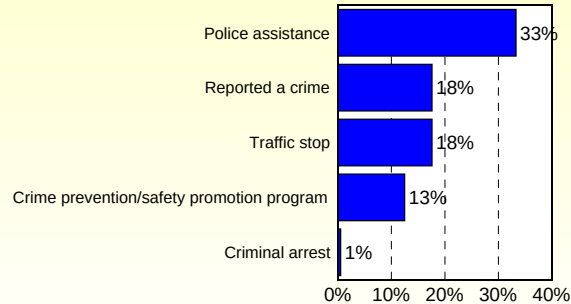
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q22. Have you had any contact with the Creve Coeur Police Department in the last 3 years?

by percentage of respondents



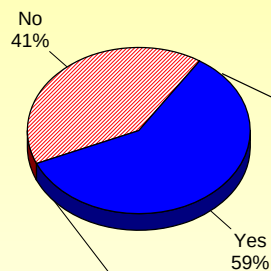
Q22a. What type of contact? (excluding "don't know" - multiple selections could be made)



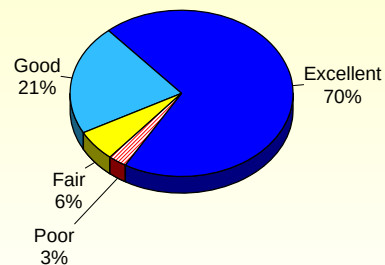
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q22. Have you had any contact with the Creve Coeur Police Department in the last 3 years?

by percentage of respondents



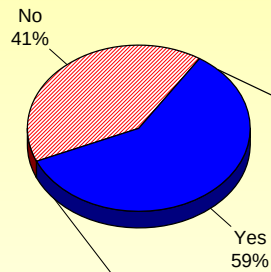
Q22b. How would you rate the quality of contact with the police officer? (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

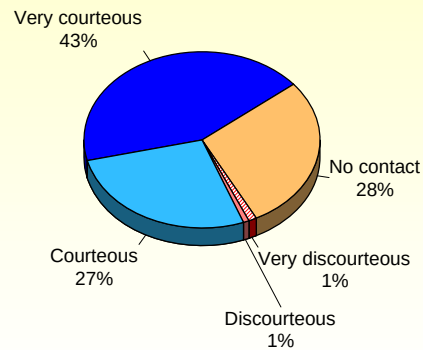
Q22. Have you had any contact with the Creve Coeur Police Department in the last 3 years?

by percentage of respondents



Q22c. How would you rate the dispatcher you interacted with?

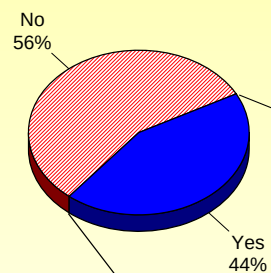
(excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

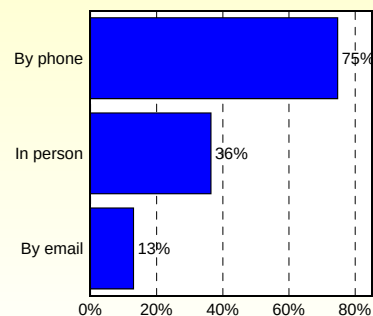
Q23. Have you called or visited the City with a question, problem, or complaint during the past year?

by percentage of respondents



Q23a. How did you contact the City?

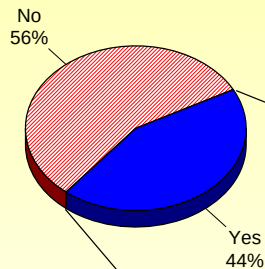
(excluding "don't know" - multiple selections could be made)



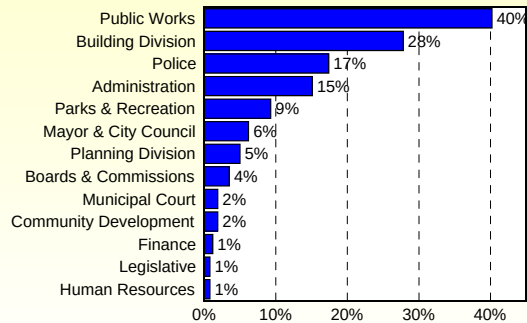
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q23. Have you called or visited the City with a question, problem, or complaint during the past year?

by percentage of respondents



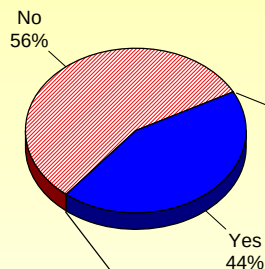
Q23b. Which dept. did you contact most recently? (excluding "not provided" - multiple selections could be made)



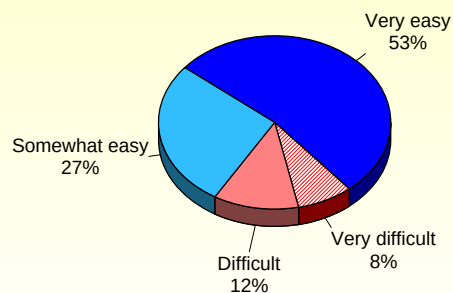
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q23. Have you called or visited the City with a question, problem, or complaint during the past year?

by percentage of respondents



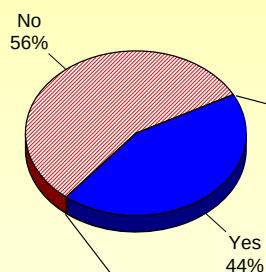
Q23c. How easy/difficult was it to address your issue? (excluding "don't know")



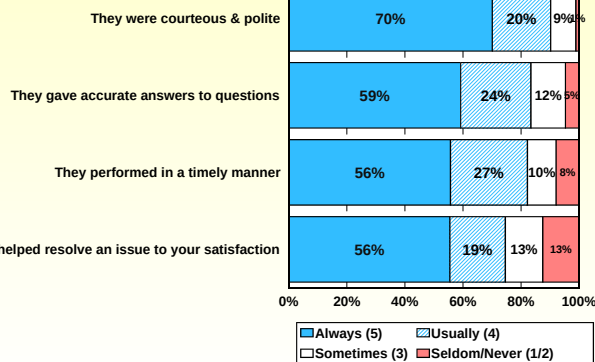
Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q23. Have you called or visited the City with a question, problem, or complaint during the past year?

by percentage of respondents



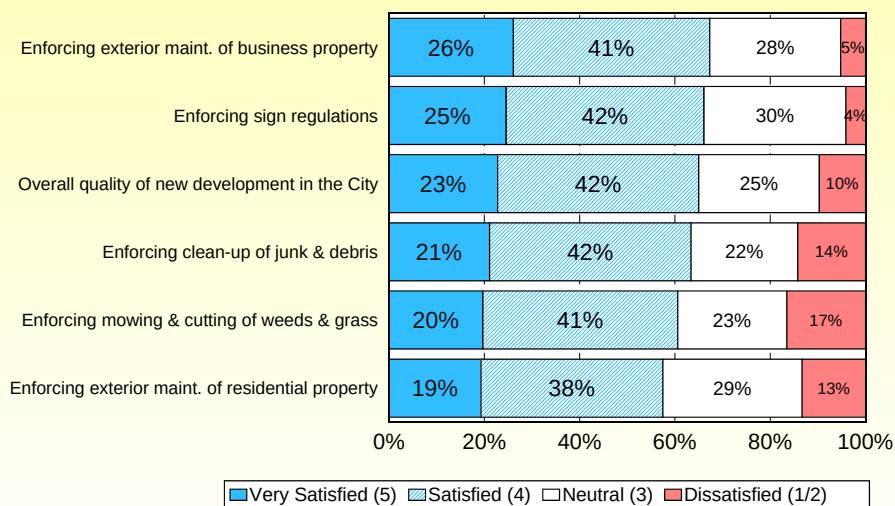
Q23d. Rate how often the employees you have contacted have displayed the following behaviors (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q24. Satisfaction With Community Development

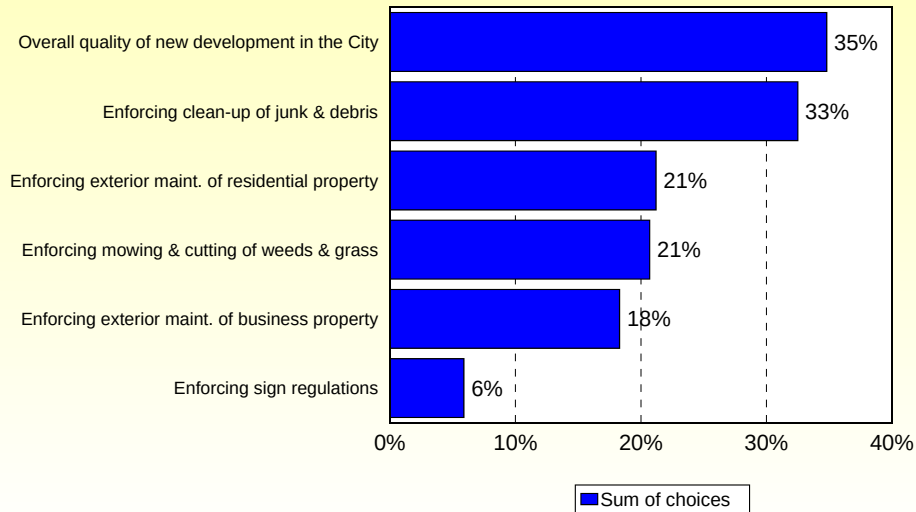
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q25. Community Development Services That Should Receive the Most Emphasis Over the Next 2 Years

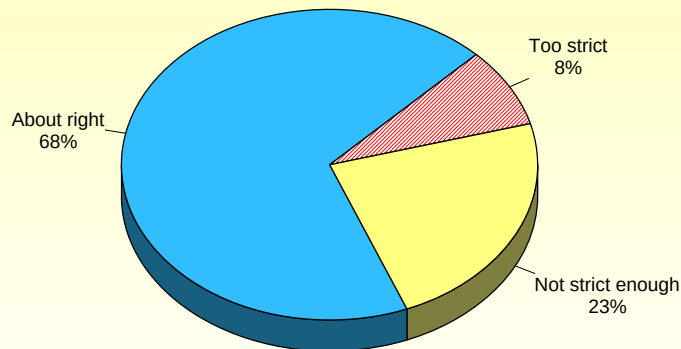
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q26. How would you rate the City's enforcement of exterior property maintenance?

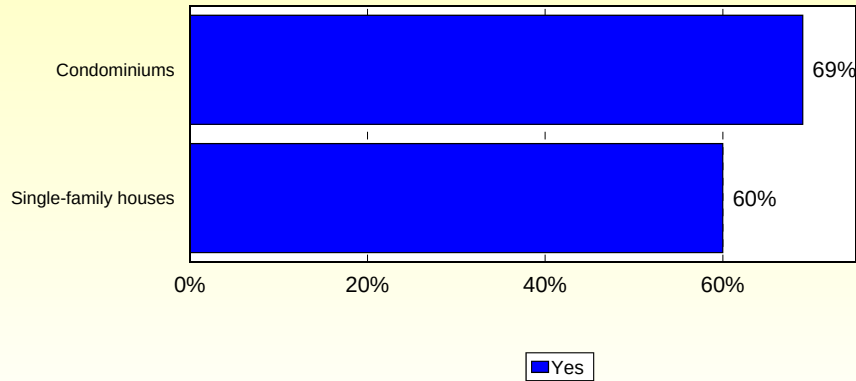
by percentage of respondents (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q27. Do you believe the City should require occupancy permits for the following:

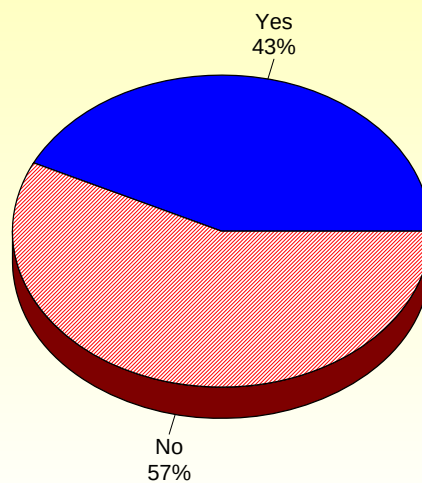
by percentage of respondents who answered "yes" (excluding "not sure")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q28. Would you be in favor of changing the regulations so that more drive-through restaurants could locate in Creve Coeur?

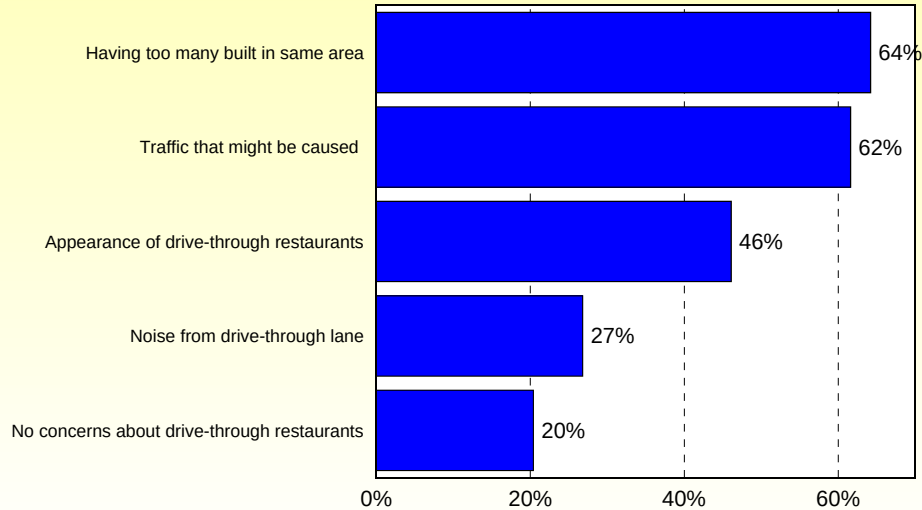
by percentage of respondents (excluding "not sure")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q29. Do you share any of the following concerns about drive-through restaurants?

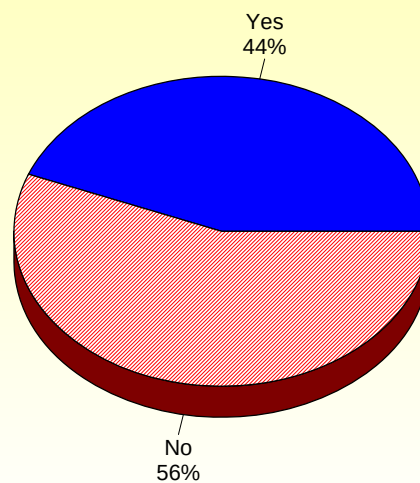
by percentage of respondents (excluding "don't know" - multiple selections could be made)



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q30. If satisfactory solutions could be reached to address your concerns, would you support allowing more drive-through restaurants in Creve Coeur?

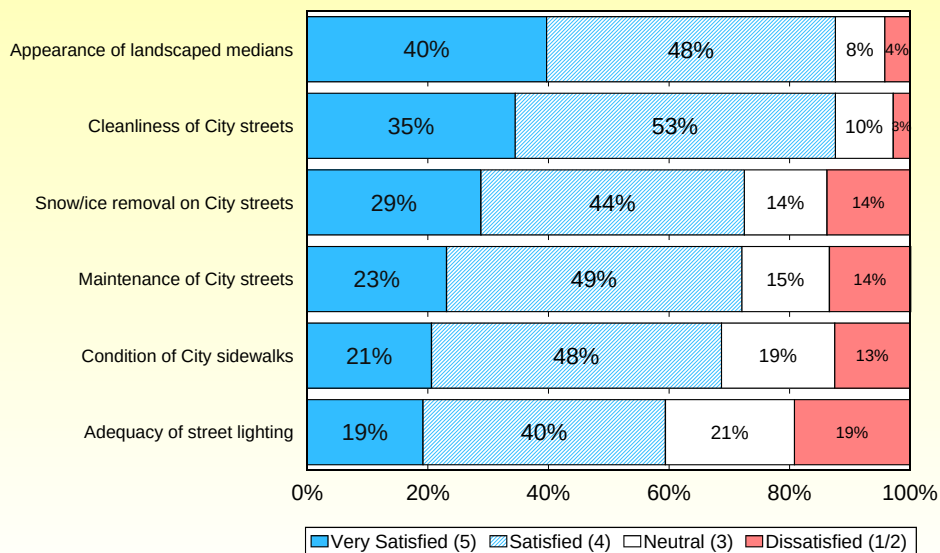
by percentage of respondents who shared at least one concern in Question 29 (excluding "not sure")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q31. Satisfaction with Public Works

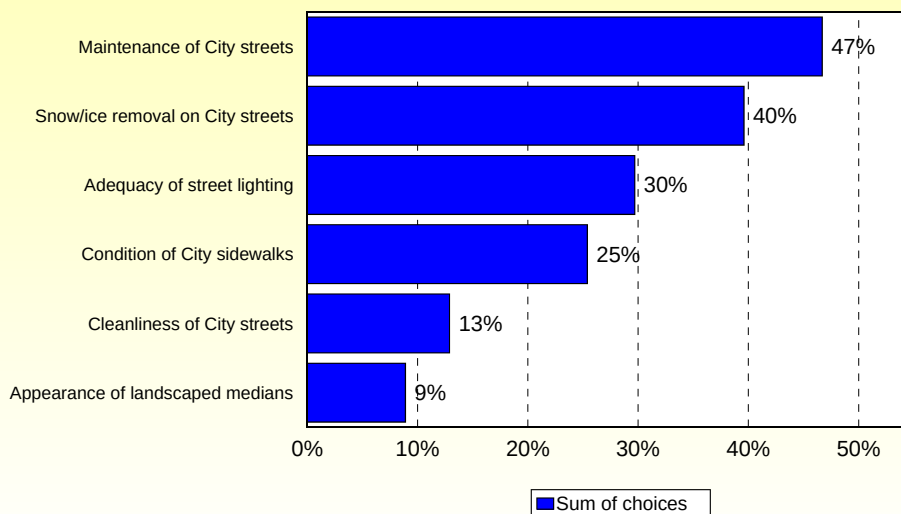
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q32. Public Works Services That Should Receive the Most Emphasis Over the Next 2 Years

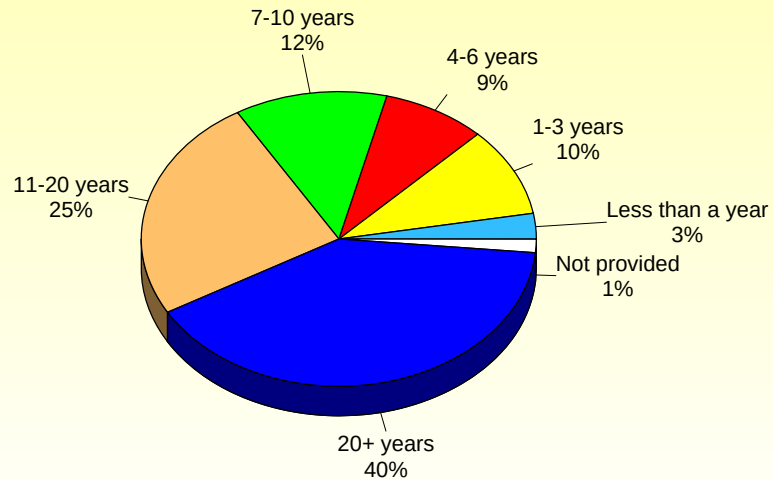
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q34. How long have you lived in Creve Coeur?

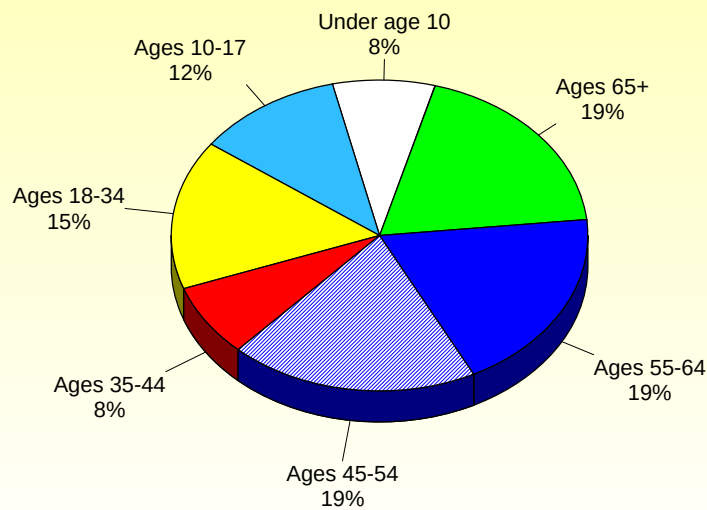
by percentage of respondents



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q35. Including yourself, how many in your household are:

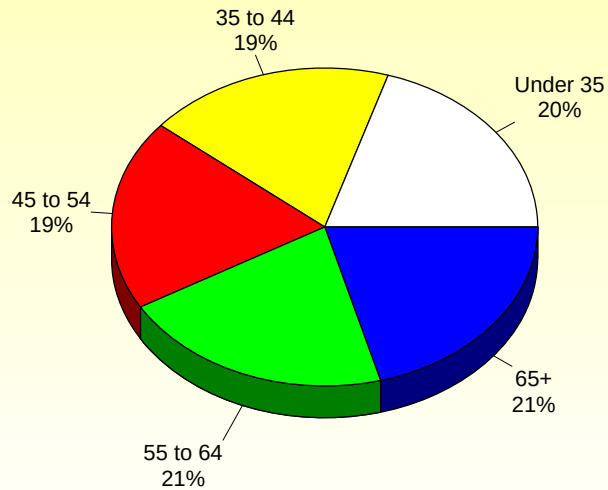
by percentage of respondents



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q36. What is your age?

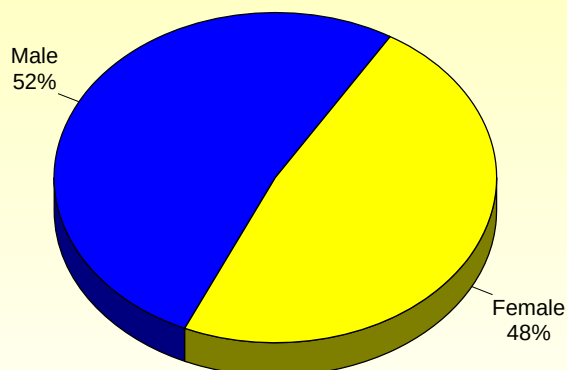
by percentage of respondents (excluding "not provided")



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q37. Gender

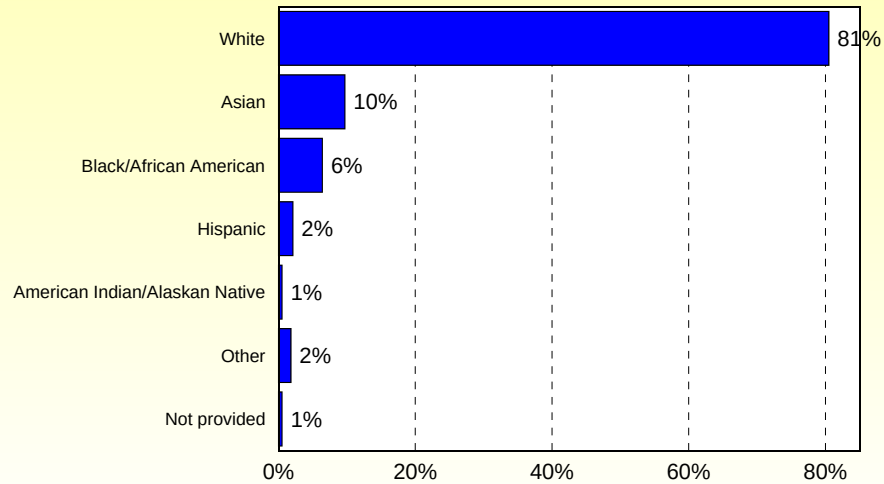
by percentage of respondents



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Q38. Which of the following best describes your race/ethnicity?

by percentage of respondents (multiple selections could be made)



Source: ETC Institute DirectionFinder (2014 - Creve Coeur, MO)

Section 2: Importance-Satisfaction Analysis



Importance-Satisfaction Analysis

City of Creve Coeur, MO

Overview

Today, city officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to emphasize over the next two years. This sum is then multiplied by 1 minus the percentage of respondents that indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "don't know" responses). "Don't know" responses are excluded from the calculation to ensure that the satisfaction ratings among service categories are comparable. $[IS = \text{Importance} \times (1 - \text{Satisfaction})]$.

Example of the Calculation. Respondents were asked to identify the major services they thought were the most important for the City to provide. Approximately twenty percent (20.1%) of residents selected "building permits" as one of the most important major services to provide.

With regard to satisfaction, 46.9% of the residents surveyed rated their overall satisfaction with “building permits” as a “4” or a “5” on a 5-point scale (where “5” means “very satisfied”). The I-S rating for “building permits” was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example, 20.1% was multiplied by 53.1% (1-0.469). This calculation yielded an I-S rating of 0.1067, which ranked first out of eleven major City services.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate that they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either one of the following two situations:

- if 100% of the respondents were positively satisfied with the delivery of the service
- if none (0%) of the respondents selected the service as one of the three most important areas for the City to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from .10 to .20 identify service areas that should receive increased emphasis. Ratings less than .10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis ($IS \geq 0.20$)
- Increase Current Emphasis ($0.10 \leq IS < 0.20$)
- Maintain Current Emphasis ($IS < 0.10$)

The results for Creve Coeur are provided on the following pages.

Importance-Satisfaction Rating

City of Creve Coeur, MO

OVERALL

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Building permits	20%	6	47%	11	0.1067	1
<u>Medium Priority (IS <.10)</u>						
Overall enforcement of City codes & ordinances	24%	3	65%	9	0.0844	2
Parks & recreation	31%	2	86%	6	0.0445	3
Police services	47%	1	91%	2	0.0402	4
Overall quality of customer service from City	17%	7	80%	8	0.0341	5
Overall effectiveness of City communication	15%	9	80%	7	0.0301	6
Leaf vacuuming	22%	5	87%	4	0.0285	7
Limb chipping	17%	8	88%	3	0.0196	8
Park maintenance	23%	4	92%	1	0.0178	9
Municipal court	4%	11	57%	10	0.0158	10
City newsletter	4%	10	86%	5	0.0056	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Rating

City of Creve Coeur, MO

Communication

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Medium Priority (IS <.10)</u>						
Level of public involvement in decision-making	21%	4	55%	6	0.0932	1
Quality of City's website	19%	5	60%	5	0.0770	2
City efforts to inform about planning/zoning	27%	2	73%	4	0.0705	3
City efforts to inform about important issues	45%	1	85%	1	0.0657	4
Availability of info about programs/services	24%	3	78%	2	0.0516	5
City efforts to inform about City's finances	17%	6	77%	3	0.0390	6
Quality of City's social media	6%	7	44%	7	0.0312	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

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Importance-Satisfaction Rating

City of Creve Coeur, MO

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Number of walking/biking trails	41%	2	66%	2	0.1406	1
<u>Medium Priority (IS <.10)</u>						
Youth recreation programs	14%	3	51%	6	0.0692	2
Adult recreation programs	13%	4	51%	7	0.0639	3
Senior programs	12%	5	48%	8	0.0614	4
Maintenance of City parks	42%	1	92%	1	0.0353	5
Overall satisfaction with golf course	10%	6	65%	3	0.0347	6
Overall satisfaction with ice arena	7%	7	62%	4	0.0254	7
Overall satisfaction with dog park	4%	8	57%	5	0.0175	8

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Rating

City of Creve Coeur, MO

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Visibility of police in neighborhoods	48%	1	78%	4	0.1066	1
<u>Medium Priority (IS <.10)</u>						
Efforts to prevent crime	34%	2	84%	3	0.0536	2
Visibility of police in commercial/retail areas	21%	4	75%	5	0.0523	3
How quickly police respond to emergencies	21%	5	89%	2	0.0222	4
Enforcement of local traffic laws	8%	6	75%	6	0.0202	5
Overall quality of local police protection	24%	3	95%	1	0.0123	6

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Rating

City of Creve Coeur, MO

Community Development

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Overall quality of new development in the City	35%	1	65%	3	0.1218	1
Enforcing clean-up of junk & debris	33%	2	63%	4	0.1190	2
<u>Medium Priority (IS <.10)</u>						
Enforcing exterior maint. of residential property	21%	3	58%	6	0.0901	3
Enforcing mowing & cutting of weeds & grass	21%	4	61%	5	0.0816	4
Enforcing exterior maint. of business property	18%	5	67%	1	0.0598	5
Enforcing sign regulations	6%	6	66%	2	0.0200	6

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Rating

City of Creve Coeur, MO

Public Works

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>High Priority (IS .10-.20)</u>						
Maintenance of City streets	47%	1	72%	4	0.1303	1
Adequacy of street lighting	30%	3	59%	6	0.1206	2
Snow/ice removal on City streets	40%	2	73%	3	0.1089	3
<u>Medium Priority (IS <.10)</u>						
Condition of City sidewalks	25%	4	69%	5	0.0795	4
Cleanliness of City streets	13%	5	88%	2	0.0160	5
Appearance of landscaped medians	9%	6	88%	1	0.0110	6

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "4" and "5" excluding 'don't knows.' Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 5 with "5" being very satisfied and "1" being very dissatisfied.

Importance-Satisfaction Matrix Analysis

The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. ETC Institute developed an Importance-Satisfaction Matrix to display the perceived importance of major services that were assessed on the survey against the perceived quality of service delivery. The two axes on the matrix represent Satisfaction (vertical) and relative Importance (horizontal).

The I-S (Importance-Satisfaction) matrix should be interpreted as follows.

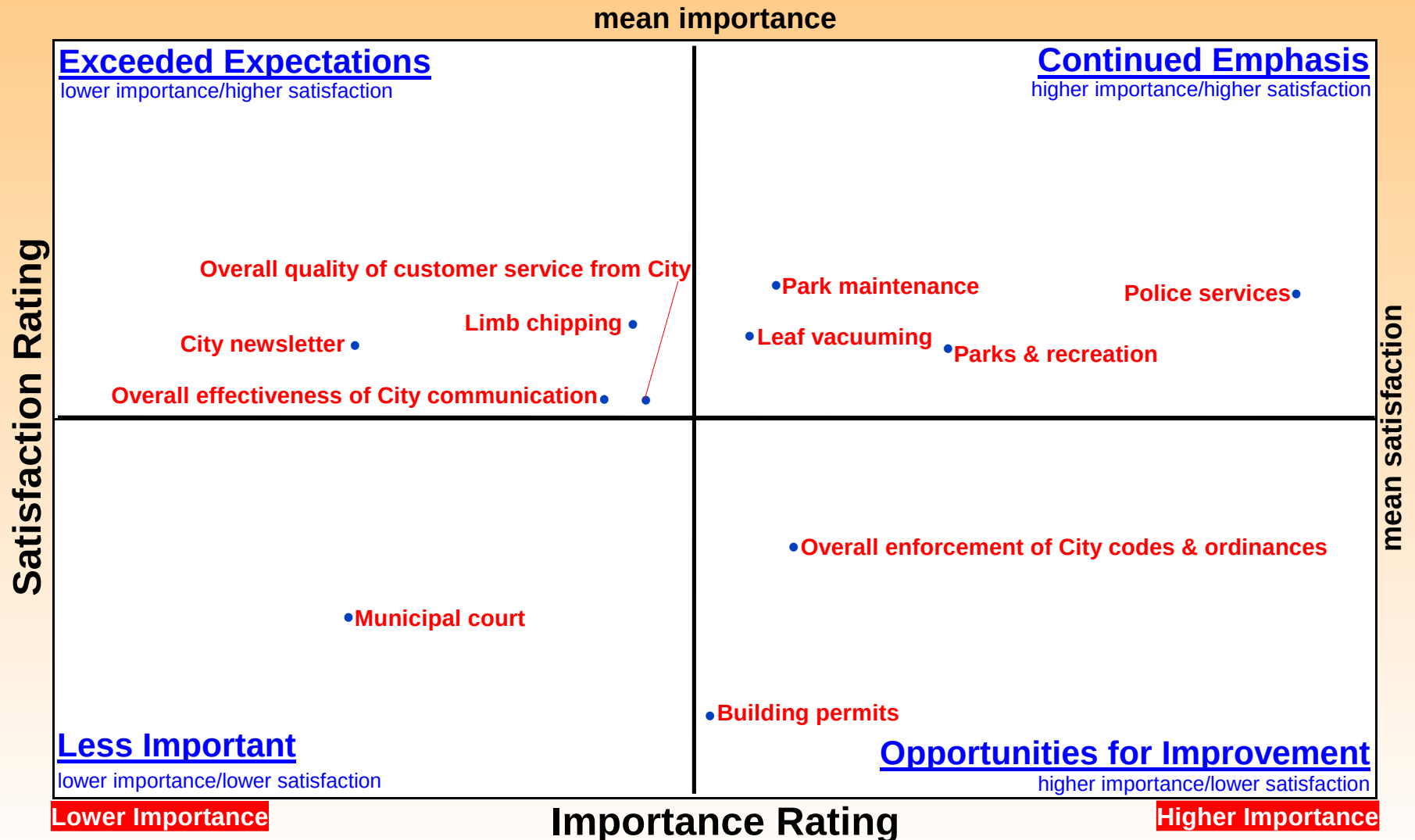
- **Continued Emphasis (above average importance and above average satisfaction).** This area shows where the City is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The City should maintain (or slightly increase) emphasis on items in this area.
- **Exceeding Expectations (below average importance and above average satisfaction).** This area shows where the City is performing significantly better than customers expect the City to perform. Items in this area do not significantly affect the overall level of satisfaction that residents have with City services. The City should maintain (or slightly decrease) emphasis on items in this area.
- **Opportunities for Improvement (above average importance and below average satisfaction).** This area shows where the City is not performing as well as residents expect the City to perform. This area has a significant impact on customer satisfaction, and the City should DEFINITELY increase emphasis on items in this area.
- **Less Important (below average importance and below average satisfaction).** This area shows where the City is not performing well relative to the City's performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly affect overall satisfaction with City services because the items are less important to residents. The agency should maintain current levels of emphasis on items in this area.

Matrices showing the results for Creve Coeur are provided on the following pages.

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix

-Overall-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)

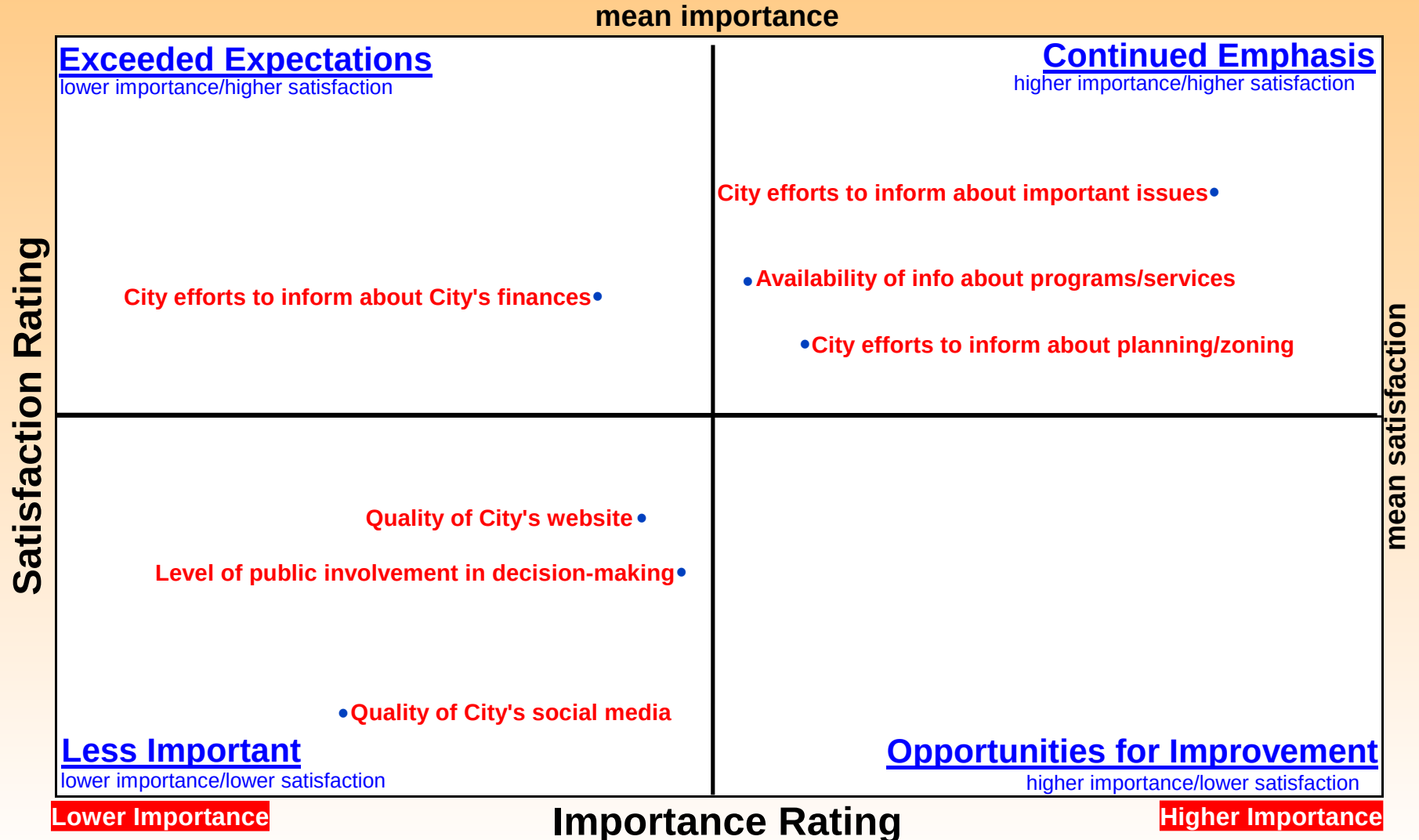


Source: ETC Institute (2014)

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix

-Communication-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)



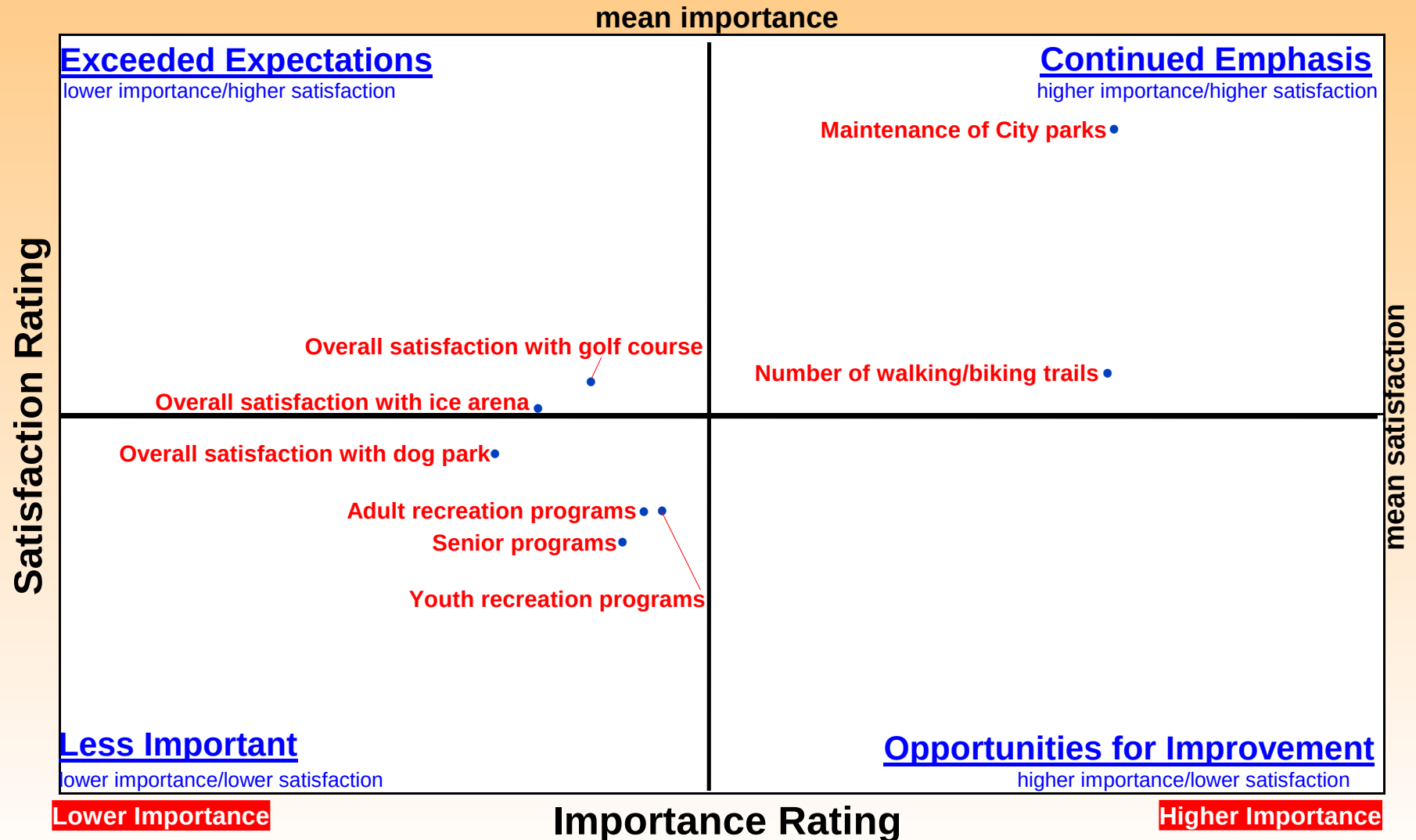
Source: ETC Institute (2014)

Attachment: 2014 Creve Coeur Survey Findings Draft Report (1016 : Trash and Recycling Contract)

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix

-Parks and Recreation-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)

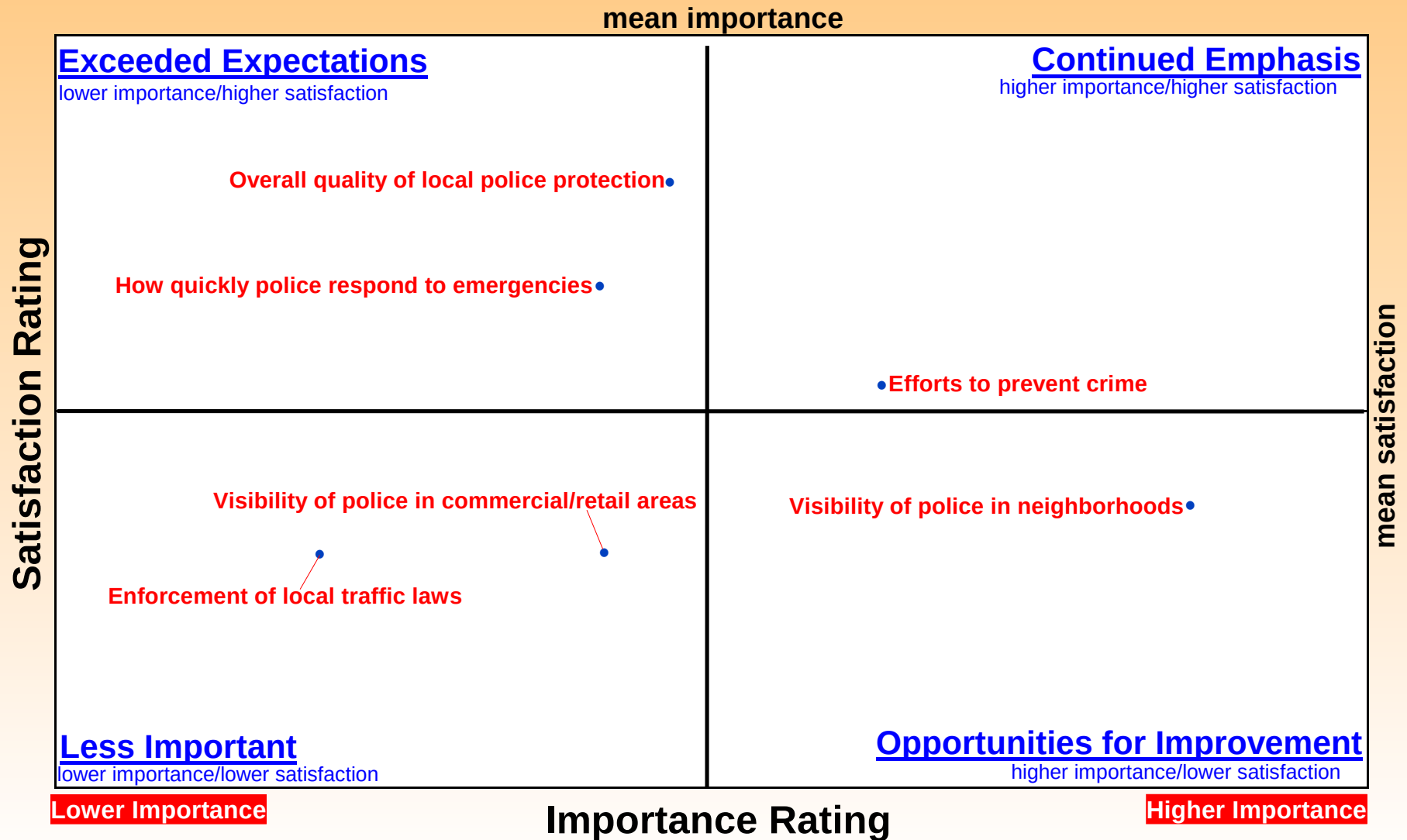


Source: ETC Institute (2014)

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix

-Public Safety-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)

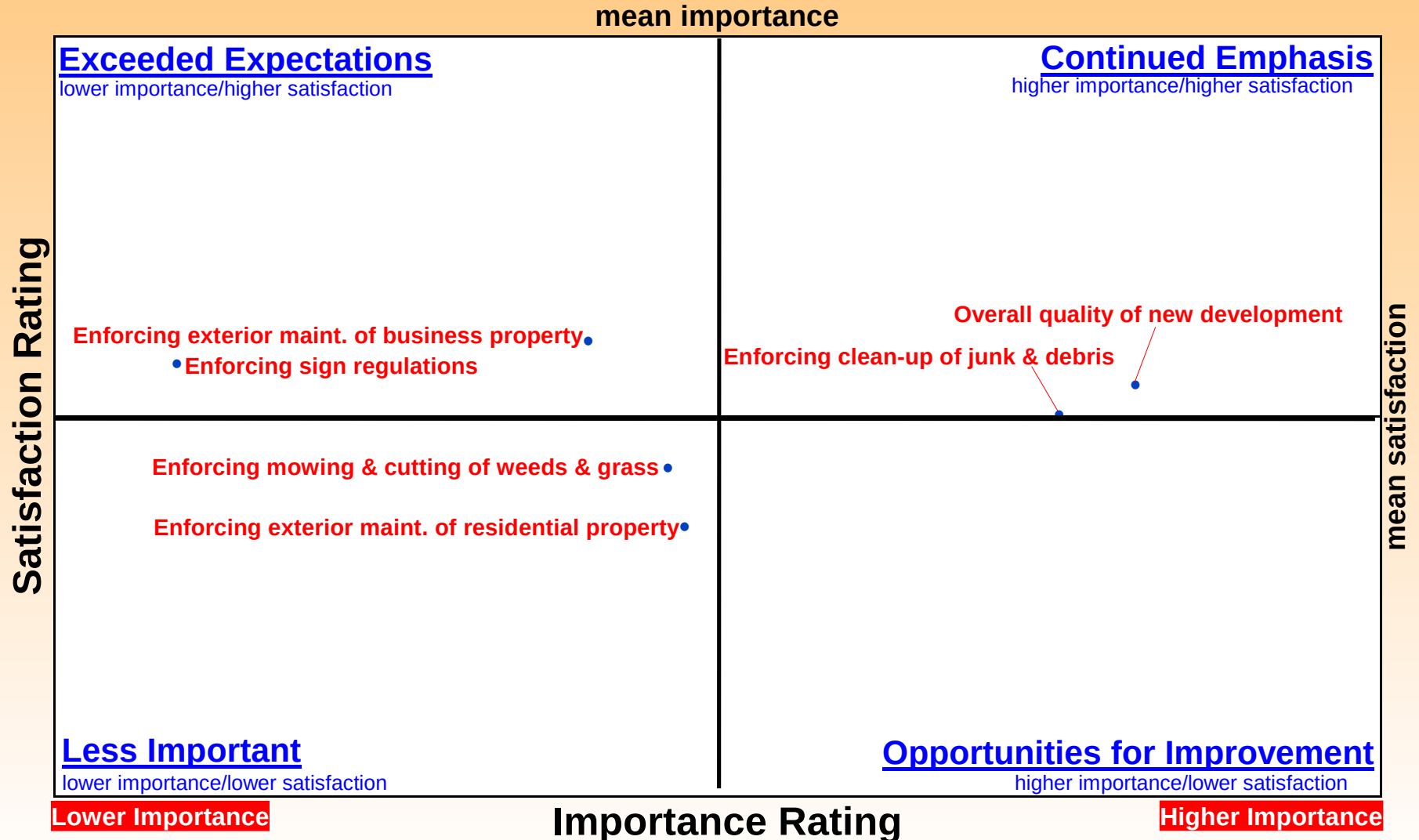


Source: ETC Institute (2014)

Attachment: 2014 Creve Coeur Survey Findings Draft Report (1016 : Trash and Recycling Contract)

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix -Community Development-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)

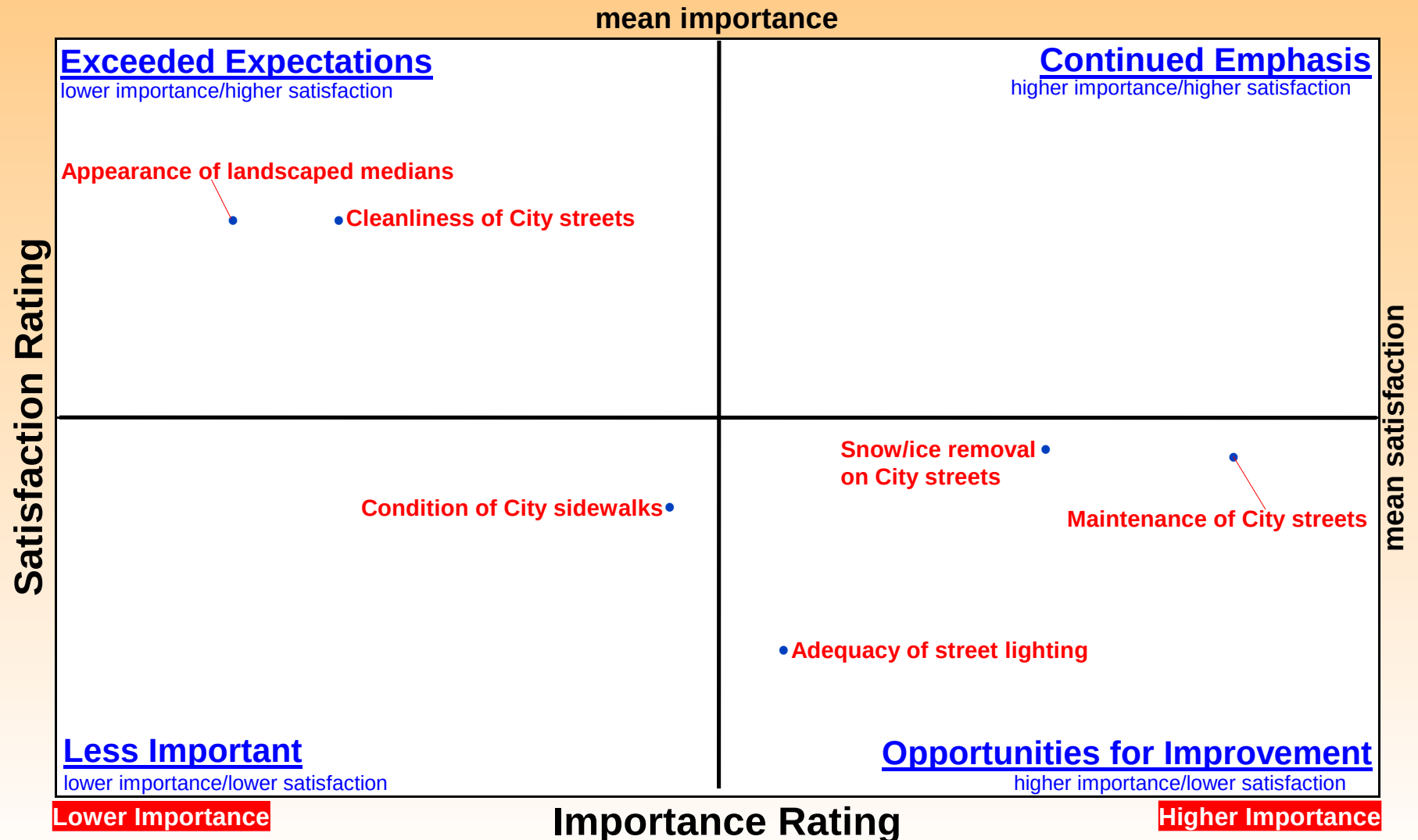


Source: ETC Institute (2014)

2014 City of Creve Coeur DirectionFinder Importance-Satisfaction Assessment Matrix

-Public Works-

(points on the graph show deviations from the mean importance and satisfaction ratings given by respondents to the survey)



Source: ETC Institute (2014)

Section 3: Benchmarking Analysis



DirectionFinder® Survey

Year 2014 Benchmarking Summary Report

Overview

ETC Institute's DirectionFinder® program was originally developed in 1999 to help community leaders in Kansas and Missouri use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 210 cities and counties in 43 states. This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the Summer of 2012 to a random sample of 3,926 residents in the continental United States, and (2) a regional survey that was administered by ETC Institute in the Summer of 2012 to a random sample of 456 residents in Kansas and Missouri communities

Interpreting the Charts

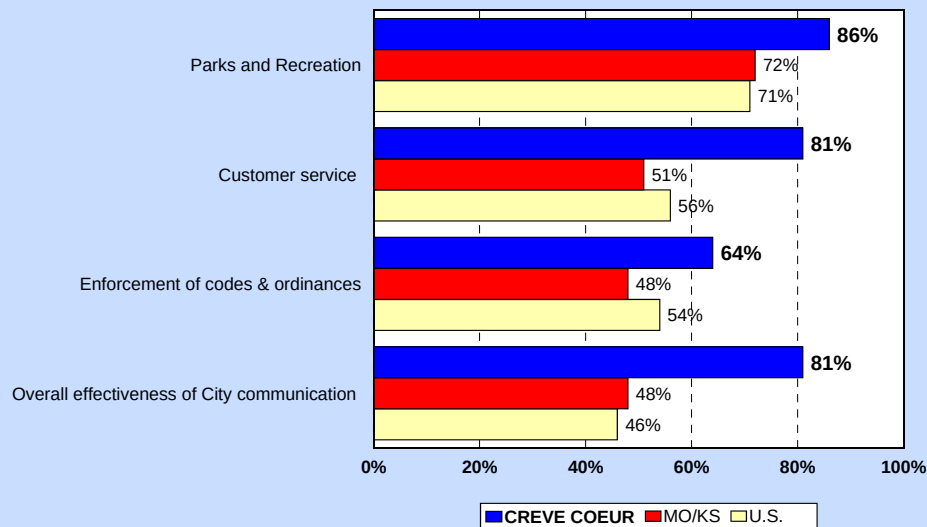
The charts on the following pages provide comparisons for several items that were rated on the survey. The percentages shown reflect the sum of the positive ratings given by respondents excluding “don’t knows.” The blue bar on the charts shows the results for Creve Coeur, the red bar shows the results for the Kansas/Missouri regional data, and the tan bar shows the results of the national survey.

National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Creve Coeur, Missouri is not authorized without written consent from ETC Institute.

Overall Satisfaction with Various City Services CREVE COEUR vs. MO/KS vs. the U.S.

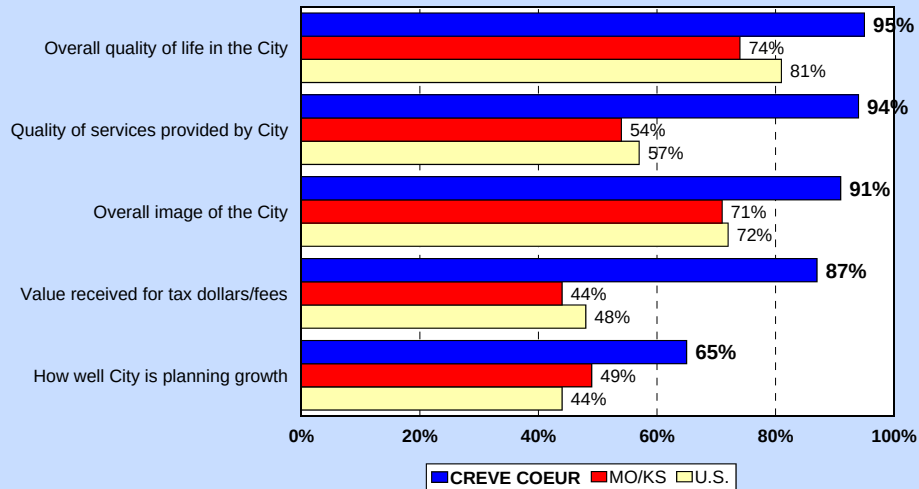
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Satisfaction with Issues that Influence Perceptions of the City CREVE COEUR vs. MO/KS vs. the U.S

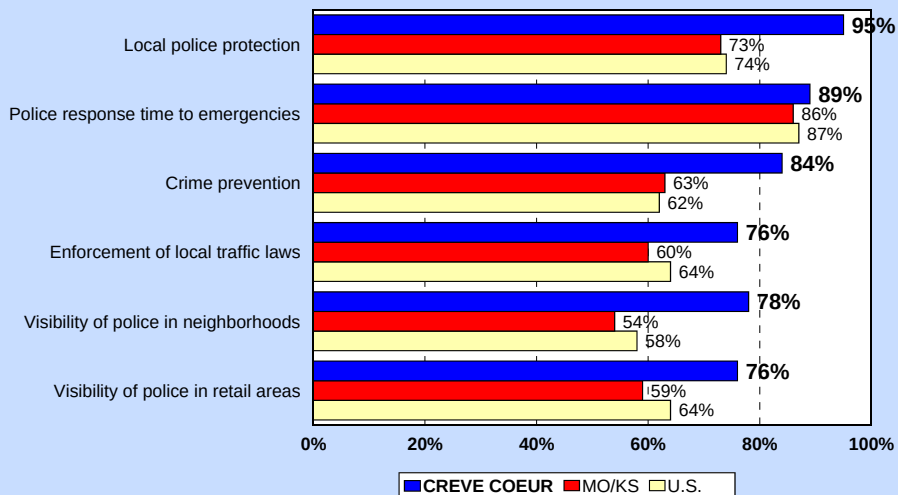
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Overall Satisfaction with Public Safety CREVE COEUR vs. MO/KS vs. the U.S

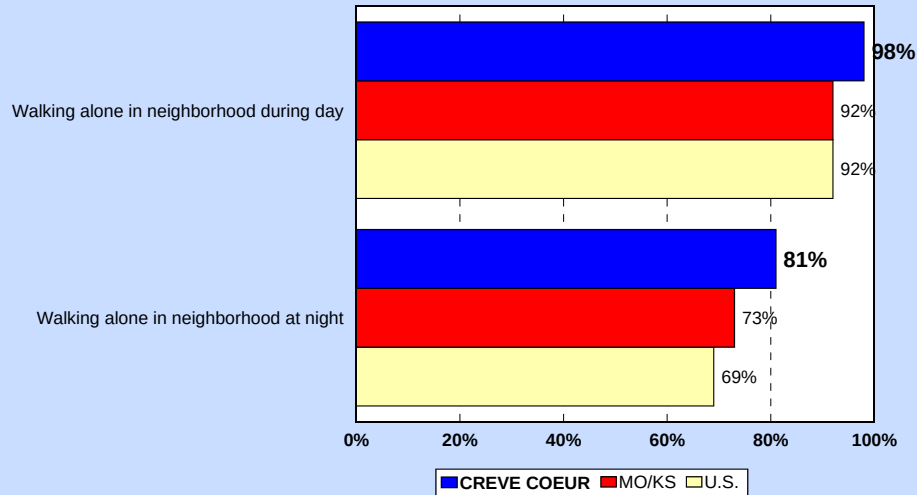
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

How Safe Residents Feel in Their Community CREVE COEUR vs. MO/KS vs. the U.S

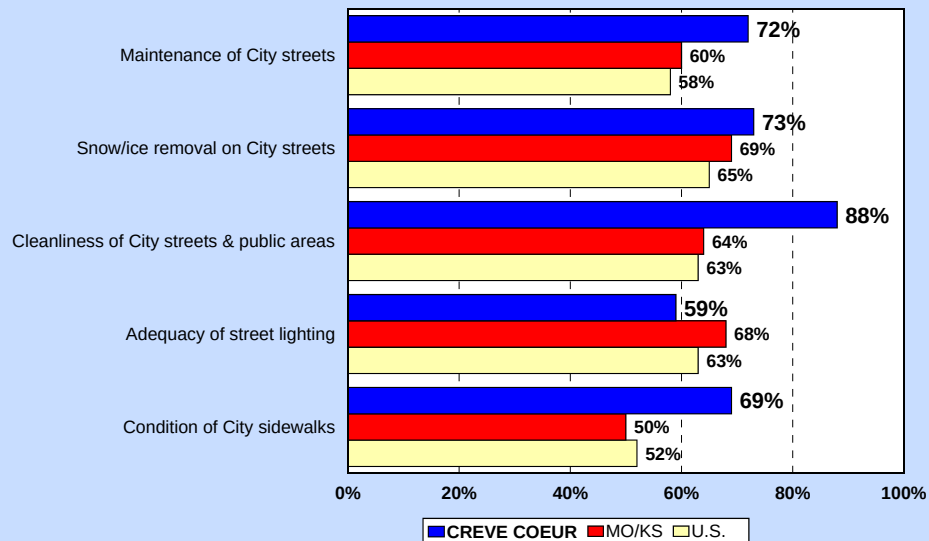
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Overall Satisfaction with Public Works CREVE COEUR vs. MO/KS vs. the U.S

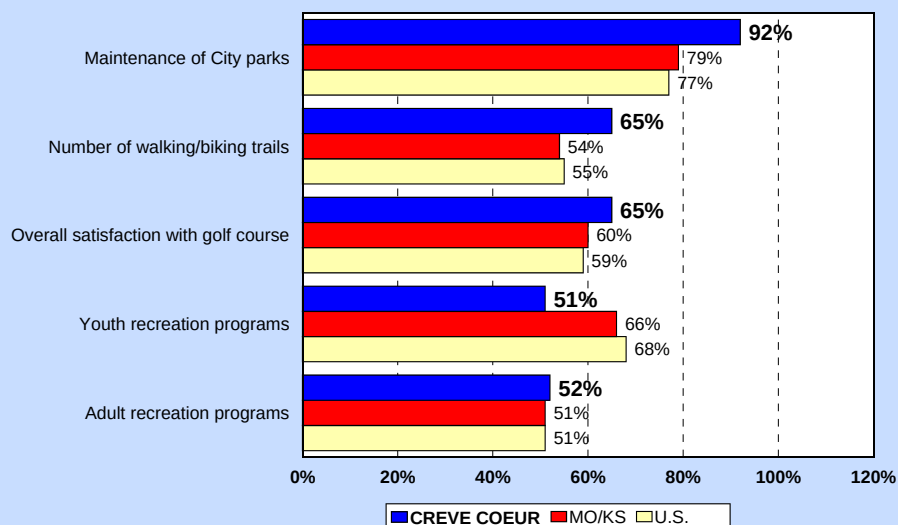
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Overall Satisfaction with Parks and Recreation CREVE COEUR vs. MO/KS vs. the U.S

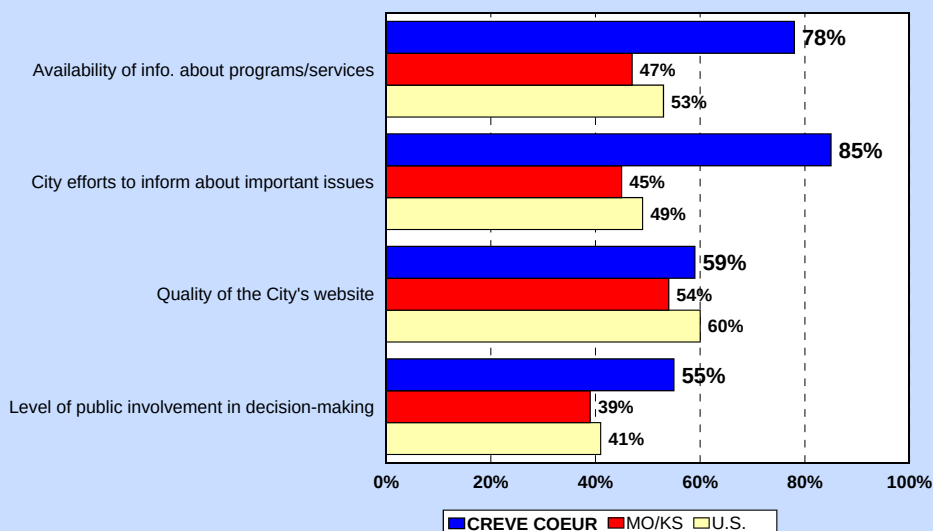
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Overall Satisfaction with Communication CREVE COEUR vs. MO/KS vs. the U.S

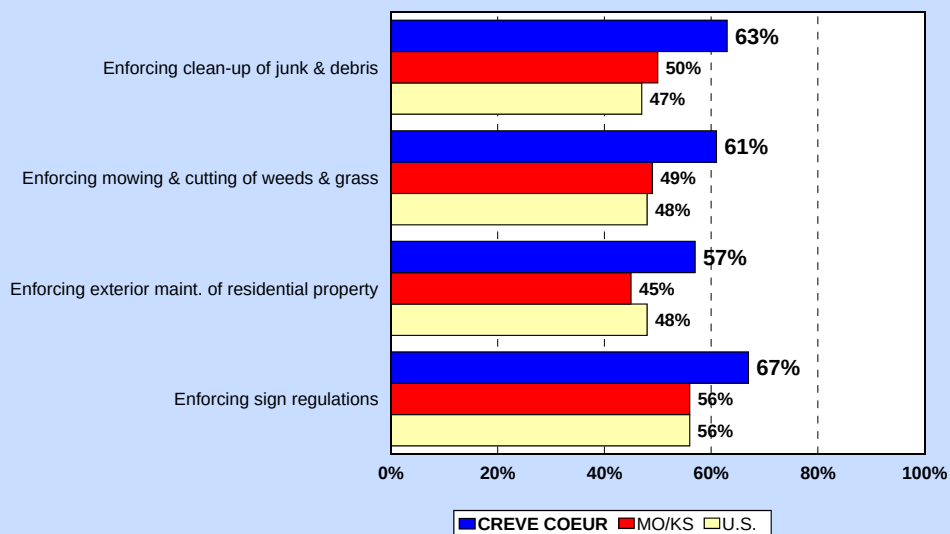
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Overall Satisfaction with Community Development CREVE COEUR vs. MO/KS vs. the U.S

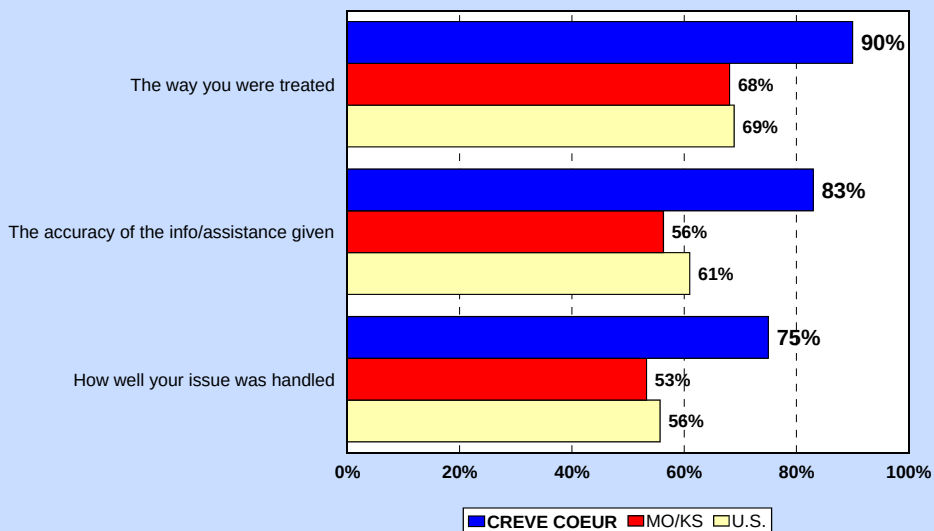
by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



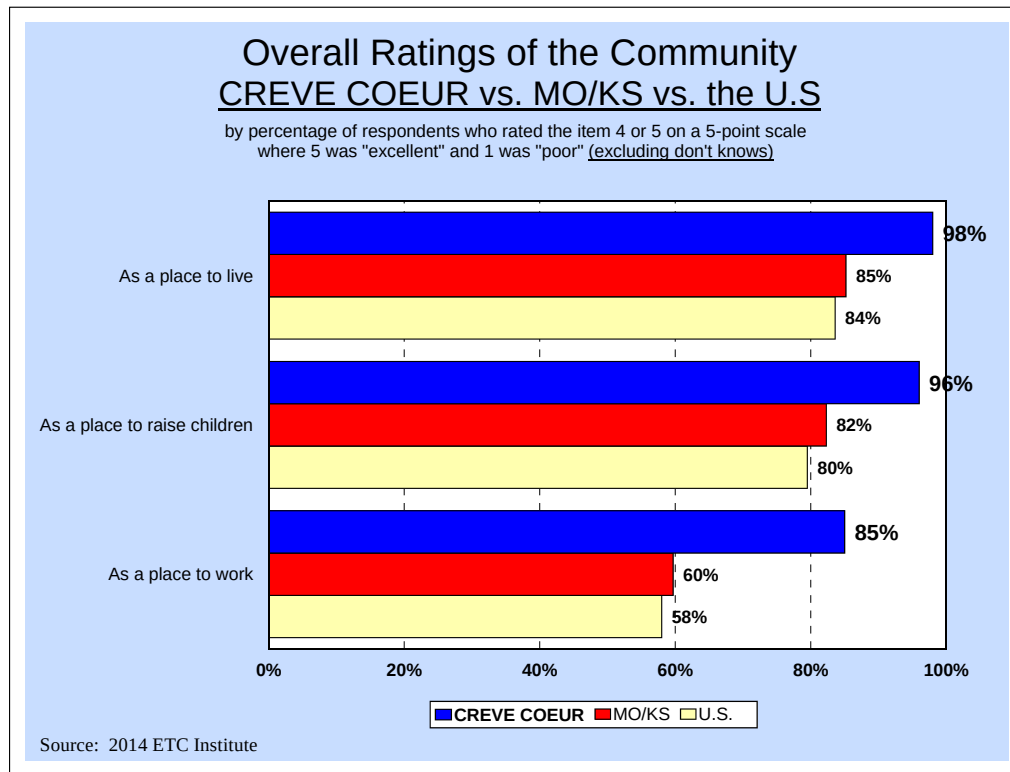
Source: 2014 ETC Institute

Overall Satisfaction with Customer Service CREVE COEUR vs. MO/KS vs. the U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute



Section 4: Tabular Data

Q1. RATINGS OF THE CITY. Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following:

(N=627)

	Excellent	Good	Neutral	Fair	Poor	Don't know
Q1a. As a place to live	55.8%	39.9%	1.8%	1.0%	0.0%	1.6%
Q1b. As a place to raise children	51.4%	35.2%	3.2%	0.8%	0.2%	9.3%
Q1c. As a place to work	28.9%	21.4%	8.0%	0.6%	0.0%	41.1%
Q1d. As a City that is moving in right direction	27.8%	42.4%	18.3%	3.3%	1.4%	6.7%

WITHOUT DON'T KNOW

Q1. RATINGS OF THE CITY. Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following: (without "don't know")

(N=627)

	Excellent	Good	Neutral	Fair	Poor
Q1a. As a place to live	56.7%	40.5%	1.8%	1.0%	0.0%
Q1b. As a place to raise children	56.6%	38.8%	3.5%	0.9%	0.2%
Q1c. As a place to work	49.1%	36.3%	13.6%	1.1%	0.0%
Q1d. As a City that is moving in right direction	29.7%	45.5%	19.7%	3.6%	1.5%

Q2. PERCEPTIONS. Several items that may influence your perception of the City of Creve Coeur are listed below. Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following:

(N=627)

	Excellent	Good	Neutral	Fair	Poor	Don't know
Q2a. Overall quality of services provided by City of Creve Coeur	46.3%	45.8%	4.0%	1.8%	0.2%	2.1%
Q2b. Overall image of City	38.9%	50.1%	6.9%	1.4%	0.5%	2.2%
Q2c. Overall quality of life in City	44.0%	49.1%	4.0%	0.8%	0.0%	2.1%
Q2d. Overall value that you receive for your local tax & fees	27.8%	46.4%	15.2%	5.1%	1.4%	4.1%
Q2e. How well your community is planning growth	17.2%	36.8%	20.1%	6.9%	2.9%	16.1%
Q2f. Efforts to conserve energy & protect environment	22.3%	34.1%	20.7%	2.9%	0.3%	19.6%

WITHOUT DON'T KNOW

Q2. PERCEPTIONS. Several items that may influence your perception of the City of Creve Coeur are listed below. Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following: (without "don't know")

(N=627)

	Excellent	Good	Neutral	Fair	Poor
Q2a. Overall quality of services provided by City of Creve Coeur	47.2%	46.7%	4.1%	1.8%	0.2%
Q2b. Overall image of City	39.8%	51.2%	7.0%	1.5%	0.5%
Q2c. Overall quality of life in City	45.0%	50.2%	4.1%	0.8%	0.0%
Q2d. Overall value that you receive for your local tax & fees	29.0%	48.4%	15.8%	5.3%	1.5%
Q2e. How well your community is planning growth	20.5%	43.9%	24.0%	8.2%	3.4%
Q2f. Efforts to conserve energy & protect environment	27.8%	42.5%	25.8%	3.6%	0.4%

Q3. MAJOR CATEGORIES OF CITY SERVICES. Please rate your overall satisfaction with the major categories of services provided by the City of Creve Coeur on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q3a. Park maintenance	41.6%	41.1%	5.6%	1.3%	0.0%	10.4%
Q3b. Limb chipping	46.7%	36.0%	7.5%	2.9%	0.6%	6.2%
Q3c. Leaf vacuuming	48.8%	33.7%	8.3%	3.0%	1.0%	5.3%
Q3d. Police services	56.1%	31.4%	6.1%	1.6%	0.6%	4.1%
Q3e. Parks & recreation	38.0%	39.4%	11.5%	1.1%	0.5%	9.6%
Q3f. Building permits	11.5%	19.0%	20.3%	9.4%	4.8%	35.1%
Q3g. Municipal court	9.3%	12.1%	13.9%	1.3%	0.8%	62.7%
Q3h. City newsletter	38.6%	43.7%	11.5%	1.8%	0.2%	4.3%
Q3i. Overall enforcement of City codes & ordinances	15.6%	31.6%	18.5%	4.5%	2.7%	27.1%
Q3j. Overall quality of customer service you receive from City employees	32.2%	36.5%	13.9%	2.6%	0.5%	14.4%
Q3k. Overall effectiveness of City communication	30.3%	46.4%	15.2%	2.4%	1.3%	4.5%

WITHOUT DON'T KNOW

Q3. MAJOR CATEGORIES OF CITY SERVICES. Please rate your overall satisfaction with the major categories of services provided by the City of Creve Coeur on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q3a. Park maintenance	46.4%	45.9%	6.2%	1.4%	0.0%
Q3b. Limb chipping	49.8%	38.4%	8.0%	3.1%	0.7%
Q3c. Leaf vacuuming	51.5%	35.5%	8.8%	3.2%	1.0%
Q3d. Police services	58.6%	32.8%	6.3%	1.7%	0.7%
Q3e. Parks & recreation	42.0%	43.6%	12.7%	1.2%	0.5%
Q3f. Building permits	17.7%	29.2%	31.2%	14.5%	7.4%
Q3g. Municipal court	24.8%	32.5%	37.2%	3.4%	2.1%
Q3h. City newsletter	40.3%	45.7%	12.0%	1.8%	0.2%
Q3i. Overall enforcement of City codes & ordinances	21.4%	43.3%	25.4%	6.1%	3.7%
Q3j. Overall quality of customer service you receive from City employees	37.6%	42.6%	16.2%	3.0%	0.6%
Q3k. Overall effectiveness of City communication	31.7%	48.6%	15.9%	2.5%	1.3%

Q4. Which THREE of the MAJOR CATEGORIES OF CITY SERVICES in Question 3 do you think should receive the most emphasis from City leaders over the next TWO years?

Q4. 1 st Choice	Number	Percent
Park Maintenance	40	6.4 %
Limb chipping	23	3.7 %
Leaf vacuuming	36	5.7 %
Police services	197	31.4 %
Parks & recreation	60	9.6 %
Building permits	47	7.5 %
Municipal court	2	0.3 %
City newsletter	4	0.6 %
Enforcement of City codes & ordinances	44	7.0 %
Quality of customer service you receive from City employees	22	3.5 %
Effectiveness of City communication	25	4.0 %
None chosen	127	20.3 %
Total	627	100.0 %

Q4. Which THREE of the MAJOR CATEGORIES OF CITY SERVICES in Question 3 do you think should receive the most emphasis from City leaders over the next TWO years?

Q4. 2 nd Choice	Number	Percent
Park Maintenance	44	7.0 %
Limb chipping	48	7.7 %
Leaf vacuuming	53	8.5 %
Police services	51	8.1 %
Parks & recreation	85	13.6 %
Building permits	49	7.8 %
Municipal court	8	1.3 %
City newsletter	8	1.3 %
Enforcement of City codes & ordinances	64	10.2 %
Quality of customer service you receive from City employees	42	6.7 %
Effectiveness of City communication	26	4.1 %
None chosen	149	23.8 %
Total	627	100.0 %

Q4. Which THREE of the MAJOR CATEGORIES OF CITY SERVICES in Question 3 do you think should receive the most emphasis from City leaders over the next TWO years?

Q4. 3 rd Choice	Number	Percent
Park Maintenance	61	9.7 %
Limb chipping	33	5.3 %
Leaf vacuuming	48	7.7 %
Police services	45	7.2 %
Parks & recreation	49	7.8 %
Building permits	30	4.8 %
Municipal court	13	2.1 %
City newsletter	13	2.1 %
Enforcement of City codes & ordinances	42	6.7 %
Quality of customer service you receive from City employees	44	7.0 %
Effectiveness of City communication	45	7.2 %
None chosen	204	32.5 %
Total	627	100.0 %

Q4. Which THREE of the MAJOR CATEGORIES OF CITY SERVICES in Question 3 do you think should receive the most emphasis from City leaders over the next TWO years? (Sum of Top 3 Choices)

Q4. Sum of Top 3 Choices	Number	Percent
Park Maintenance	145	23.1 %
Limb chipping	104	16.6 %
Leaf vacuuming	137	21.9 %
Police services	293	46.7 %
Parks & recreation	194	30.9 %
Building permits	126	20.1 %
Municipal court	23	3.7 %
City newsletter	25	4.0 %
Enforcement of City codes & ordinances	150	23.9 %
Quality of customer service you receive from City employees	108	17.2 %
Effectiveness of City communication	96	15.3 %
None chosen	127	20.3 %
Total	1528	

Q6. Do you live in a single-family home or townhome (not in a condo or apartment)?

<u>Q6. Do you live in a single-family home or townhome?</u>	<u>Number</u>	<u>Percent</u>
Yes	561	89.5 %
No	66	10.5 %
Total	627	100.0 %

Q6a. (If YES to Question 6) How satisfied are you with the City's trash service?

<u>Q6a. How satisfied are you with City's trash service?</u>	<u>Number</u>	<u>Percent</u>
Very satisfied	387	69.0 %
Satisfied	143	25.5 %
Neutral	13	2.3 %
Dissatisfied	9	1.6 %
Very dissatisfied	3	0.5 %
Don't know	6	1.1 %
Total	561	100.0 %

WITHOUT DON'T KNOW**Q6a. (If YES to Question 6) How satisfied are you with the City's trash service? (without "don't know")**

<u>Q6a. How satisfied are you with City's trash service?</u>	<u>Number</u>	<u>Percent</u>
Very satisfied	387	69.7 %
Satisfied	143	25.8 %
Neutral	13	2.3 %
Dissatisfied	9	1.6 %
Very dissatisfied	3	0.5 %
Total	555	100.0 %

Q6b. (If YES to Question 6) How satisfied are you with the City's recycling service?

Q6b. How satisfied are you with City's recycling service?	Number	Percent
Very satisfied	378	67.4 %
Satisfied	151	26.9 %
Neutral	17	3.0 %
Dissatisfied	7	1.2 %
Very dissatisfied	2	0.4 %
Don't know	6	1.1 %
Total	561	100.0 %

WITHOUT DON'T KNOW**Q6b. (If YES to Question 6) How satisfied are you with the City's recycling service? (without "don't know")**

Q6b. How satisfied are you with City's recycling service?	Number	Percent
Very satisfied	378	68.1 %
Satisfied	151	27.2 %
Neutral	17	3.1 %
Dissatisfied	7	1.3 %
Very dissatisfied	2	0.4 %
Total	555	100.0 %

Q6c. (If YES to Question 6) The City provides "valet" trash service, whereby trash is picked up near the house in the front or rear yard, not at the curb. Are you aware that valet trash pick-up is currently available to all single-family homes and townhomes?

Q6c. Are you aware that valet trash pick-up is currently available?	Number	Percent
Yes	476	84.8 %
No	82	14.6 %
Don't Know	3	0.5 %
Total	561	100.0 %

WITHOUT DON'T KNOW**Q6c. (If YES to Question 6) The City provides "valet" trash service, whereby trash is picked up near the house in the front or rear yard, not at the curb. Are you aware that valet trash pick-up is currently available to all single-family homes and townhomes? (without "don't know")**

Q6c. Are you aware that valet trash pick-up is currently available?	Number	Percent
Yes	476	85.3 %
No	82	14.7 %
Total	558	100.0 %

Q6d. (If YES to Question 6) Do you use the City's valet trash service or do you place your trash at the curb?

Q6d. Do you use City's valet trash service or place trash at curb?

	Number	Percent
City's valet trash service	289	51.5 %
City's curbside trash service	274	48.8 %
Don't know	6	1.1 %
Total	569	

WITHOUT DON'T KNOW**Q6d. (If YES to Question 6) Do you use the City's valet trash service or do you place your trash at the curb? (without "don't know")**

Q6d. Do you use City's valet trash service or place trash at curb?

	Number	Percent
City's valet trash service	289	52.1 %
City's curbside trash service	274	49.4 %
Total	563	

Q6e. (If YES to Question 6) The City studied the issue of trash collection extensively in 2013. By changing service from valet to curbside, the City could save \$600,000 annually, or 40% of the cost, and reduce the environmental impact of the service. Residents would be able to receive valet service for \$15 per month, except for individuals with disabilities who would continue to receive valet service at no cost. Given this information, which of the following options would you prefer?

Q6e. Which of trash collection options would you prefer?	Number	Percent
No change to existing service & City should continue to pay 100% of cost of valet service for all residents	146	26.0 %
City provides curbside service at no fee to residents & residents desiring valet service will pay \$15 fee per month. Residents with disabilities would not be charged a fee	368	65.6 %
City provides curbside service at no fee to residents, & residents desiring valet service will pay a portion of \$15 fee, with City also paying a portion. Residents with disabilities would not be charged a fee	35	6.2 %
Don't know	12	2.1 %
Total	561	100.0 %

WITHOUT DON'T KNOW

Q6e. (If YES to Question 6) The City studied the issue of trash collection extensively in 2013. By changing service from valet to curbside, the City could save \$600,000 annually, or 40% of the cost, and reduce the environmental impact of the service. Residents would be able to receive valet service for \$15 per month, except for individuals with disabilities who would continue to receive valet service at no cost. Given this information, which of the following options would you prefer? (without "don't know")

Q6e. Which of trash collection options would you prefer?	Number	Percent
No change to existing service & City should continue to pay 100% of cost of valet service for all residents	146	26.6 %
City provides curbside service at no fee to residents & residents desiring valet service will pay \$15 fee per month. Residents with disabilities would not be charged a fee	368	67.0 %
City provides curbside service at no fee to residents, & residents desiring valet service will pay a portion of \$15 fee, with City also paying a portion. Residents with disabilities would not be charged a fee	35	6.4 %
Total	549	100.0 %

Q6f. (If YES to Question 6) To the best of your recollection, how many times, if ever, was your trash or recycling not picked up in the past year?

Q6f. How many times was your trash or recycling not picked up in past year?	Number	Percent
It was always picked up	384	68.4 %
1-3 times	148	26.4 %
4-6 times	15	2.7 %
7+ times	2	0.4 %
Don't know	12	2.1 %
Total	561	100.0 %

WITHOUT DON'T KNOW

Q6f. (If YES to Question 6) To the best of your recollection, how many times, if ever, was your trash or recycling not picked up in the past year? (without "don't know")

Q6f. How many times was your trash or recycling not picked up in past year?	Number	Percent
It was always picked up	384	69.9 %
1-3 times	148	27.0 %
4-6 times	15	2.7 %
7+ times	2	0.4 %
Total	549	100.0 %

Q7. In lieu of utilizing bags provided by grocery stores, how often do you use reusable shopping bags?

<u>Q7. How often do you use reusable shopping bags?</u>	<u>Number</u>	<u>Percent</u>
Always	72	11.5 %
Most of time	207	33.0 %
Rarely	210	33.5 %
Never	138	22.0 %
Total	627	100.0 %

Q8. COMMUNICATION. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following aspects of communication provided by the City of Creve Coeur:

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q8a. City efforts to keep you informed about important issues	29.2%	53.3%	11.0%	2.4%	0.6%	3.5%
Q8b. City efforts to keep you informed about City's finances	27.4%	45.5%	17.2%	3.3%	1.0%	5.6%
Q8c. City efforts to keep you informed about planning & zoning efforts	25.8%	43.7%	19.3%	4.6%	1.3%	5.3%
Q8d. Availability of information about City programs & services	26.6%	47.7%	16.4%	3.7%	0.5%	5.1%
Q8e. Level of public involvement in local decision making	14.4%	31.9%	30.1%	4.9%	2.1%	16.6%
Q8f. Quality of City's social media	7.2%	10.2%	19.0%	2.2%	0.6%	60.8%
Q8g. Quality of City's website	12.1%	27.4%	22.3%	3.5%	0.8%	33.8%

WITHOUT DON'T KNOW

Q8. COMMUNICATION. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following aspects of communication provided by the City of Creve Coeur: (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q8a. City efforts to keep you informed about important issues	30.2%	55.2%	11.4%	2.5%	0.7%
Q8b. City efforts to keep you informed about City's finances	29.1%	48.1%	18.2%	3.5%	1.0%
Q8c. City efforts to keep you informed about planning & zoning efforts	27.3%	46.1%	20.4%	4.9%	1.3%
Q8d. Availability of information about City programs & services	28.1%	50.3%	17.3%	3.9%	0.5%
Q8e. Level of public involvement in local decision making	17.2%	38.2%	36.1%	5.9%	2.5%
Q8f. Quality of City's social media	18.3%	26.0%	48.4%	5.7%	1.6%
Q8g. Quality of City's website	18.3%	41.4%	33.7%	5.3%	1.2%

Q9. Which TWO of the COMMUNICATION services in Question 8 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q9. 1 st Choice	Number	Percent
City efforts to keep you informed about important issues	202	32.2 %
City efforts to keep you informed about City's finances	30	4.8 %
City efforts to keep you informed about planning & zoning efforts	65	10.4 %
Availability of information about City programs & services	62	9.9 %
Level of public involvement in local decision making	56	8.9 %
Quality of City's social media	14	2.2 %
Quality of City's website	78	12.4 %
None chosen	120	19.1 %
Total	627	100.0 %

Q9. Which TWO of the COMMUNICATION services in Question 8 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q9. 2 nd Choice	Number	Percent
City efforts to keep you informed about important issues	80	12.8 %
City efforts to keep you informed about City's finances	77	12.3 %
City efforts to keep you informed about planning & zoning efforts	101	16.1 %
Availability of information about City programs & services	88	14.0 %
Level of public involvement in local decision making	75	12.0 %
Quality of City's social media	21	3.3 %
Quality of City's website	42	6.7 %
None chosen	143	22.8 %
Total	627	100.0 %

Q9. Which TWO of the COMMUNICATION services in Question 8 do you think should receive the most emphasis from City leaders over the next TWO Years? (Sum of Top 2 Choices)

Q9. Sum of Top 2 Choices	Number	Percent
City efforts to keep you informed about important issues	282	45.0 %
City efforts to keep you informed about City's finances	107	17.1 %
City efforts to keep you informed about planning & zoning efforts	166	26.5 %
Availability of information about City programs & services	150	23.9 %
Level of public involvement in local decision making	131	20.9 %
Quality of City's social media	35	5.6 %
Quality of City's website	120	19.1 %
None chosen	120	19.1 %
Total	1111	

Q10. How often would you say you read the City's newsletter?

Q10. How often do you read City's newsletter?	Number	Percent
Every month	516	82.3 %
A few times a year	88	14.0 %
Never	23	3.7 %
Total	627	100.0 %

Q11. What types of information would you prefer to see in the City's newsletter?

Q11. What types of information would you prefer to see in City's newsletter?	Number	Percent
Information about City services & policies	477	76.1 %
Council news	383	61.1 %
Planning & Zoning updates	457	72.9 %
Street projects	458	73.0 %
Code enforcement	286	45.6 %
Public hearings	326	52.0 %
Parks information	415	66.2 %
Recreation programs	411	65.6 %
Special events	471	75.1 %
Police activities	375	59.8 %
"Green"/sustainability information	285	45.5 %
Other	48	7.7 %
None chosen	28	4.5 %
Total	4420	

WITHOUT NONE CHOSEN**Q11. What types of information would you prefer to see in the City's newsletter? (without "none chosen")**

Q11. What types of information would you prefer to see in City's newsletter?	Number	Percent
Information about City services & policies	477	79.6 %
Special events	471	78.6 %
Street projects	458	76.5 %
Planning & Zoning updates	457	76.3 %
Parks information	415	69.3 %
Recreation programs	411	68.6 %
Council news	383	63.9 %
Police activities	375	62.6 %
Public hearings	326	54.4 %
Code enforcement	286	47.7 %
"Green"/sustainability information	285	47.6 %
Other	48	8.0 %
Total	4392	

Q11. Other

Q11. Other	Number	Percent
ALL	3	9.1 %
SENIOR CITIZEN PROGRAMS	1	3.0 %
ALL OF THE ABOVE	1	3.0 %
LET RES PUT IN NON-CITY ANNOUN	1	3.0 %
ALL AREAS	1	3.0 %
MORE DETAIL OF CRIME	1	3.0 %
WHAT COUNCIL PERSON REPS AREA	1	3.0 %
ART COMMITTEE PROGRESS	1	3.0 %
SECTION HONORING FIRST RESPOND	1	3.0 %
MAINT ISSUES THAT ARE ADDRESSED	1	3.0 %
WE HAVE A NEWSLETTER?	1	3.0 %
BURGLARIES, FIRES, ETC.	1	3.0 %
MORE PROACTIVE INFO	1	3.0 %
IN-DEPTH RPTS OF COMM CONTROVERSIES	1	3.0 %
FIRE DEPT, DISTRICT ACTIVITIES	1	3.0 %
I SHOULD LIKE TO BE KEPT INFORMED	1	3.0 %
CRIME REPORTS	1	3.0 %
CRIME ACTIVITY	1	3.0 %
DATA/NOT STATISTICS	1	3.0 %
ENFORCE USE OF SIDEWALKS	1	3.0 %
MORE NEWS ABOUT CRIME REPORTS!	1	3.0 %
MORE DETAIL, NUMBER TO CALL FOR INFO	1	3.0 %
EXACT DATES OF LIMB-CHIPPING	1	3.0 %
LIKE IT ALL	1	3.0 %
TORNADO ALARMS	1	3.0 %
MORE INFO ON RECYCLING	1	3.0 %
JOBS AVAIL, INTERNSHIPS, MENTOR	1	3.0 %
LIMB & LEAF DATES	1	3.0 %
NEW HOUSE BLDG PROJECTS	1	3.0 %
CRIME	1	3.0 %
18 ARREST ARE MADE AS 18	1	3.0 %
Total	33	100.0 %

Q12. Which of the following are your primary sources of information about the City's programs, services, and events?

Q12. Your primary sources of information about City's programs, services, & events

	Number	Percent
Resident newsletter	575	91.7 %
City website via home computer	146	23.3 %
City website via mobile device	34	5.4 %
Newspaper	163	26.0 %
Television news programs	112	17.9 %
Public meetings	40	6.4 %
Radio news programs	39	6.2 %
City's Facebook page	14	2.2 %
City's Twitter account	7	1.1 %
Word of mouth	219	34.9 %
City emails	103	16.4 %
Other	37	5.9 %
None chosen	22	3.5 %
Total	1511	

WITHOUT NONE CHOSEN

Q12. Which of the following are your primary sources of information about the City's programs, services, and events? (without "none chosen")

Q12. Your primary sources of information about City's programs, services, & events

	Number	Percent
Resident newsletter	575	95.0 %
Word of mouth	219	36.2 %
Newspaper	163	26.9 %
City website via home computer	146	24.1 %
Television news programs	112	18.5 %
City emails	103	17.0 %
Public meetings	40	6.6 %
Radio news programs	39	6.4 %
Other	37	6.1 %
City website via mobile device	34	5.6 %
City's Facebook page	14	2.3 %
City's Twitter account	7	1.2 %
Total	1489	

Q12. Other

Q12. Other	Number	Percent
COUNCIL EMAILS	3	8.1 %
BLOCK PERSONWHO LIKES TO DO THIS	1	2.7 %
COUNCILPERSONS EMAIL NEWSLTR	1	2.7 %
COUNCIL MEMBER E-MAIL	1	2.7 %
OUR WARD COUNCILMAN EMAIL	1	2.7 %
NEIGHBORHOOD EMAILS	1	2.7 %
COUNCILMAN'S NEWSLETTER	1	2.7 %
PHONE MSGS	1	2.7 %
ALDERMAN'S NEWSLETTER WARD IV	1	2.7 %
WARD III REP EMAIL	1	2.7 %
MAIL	1	2.7 %
SIGNS POSTED	1	2.7 %
SUBDIVISION TRUSTEES	1	2.7 %
NEIGHBORS	1	2.7 %
COUNCIL PERSONS EMAILS	1	2.7 %
PHONE MESSAGES	1	2.7 %
AUTOMATED POLICE MESSAGES	1	2.7 %
POLICE AND ALDERMAN EMAIL	1	2.7 %
WARD EMAILS FROM COUNCILPERSON	1	2.7 %
CREVE COEUR PATCH	1	2.7 %
EMAILS FROM COUNCIL MEMBERS	1	2.7 %
SIGNS	1	2.7 %
CITY STREETS POSTED BY STREETS	1	2.7 %
SCOTT SANDER'S UPDATES	1	2.7 %
WARD REP	1	2.7 %
SECONDARY #10,#7, #5	1	2.7 %
COUNCIL REPRESENTATIVES LETTER	1	2.7 %
AUTO PHONE CALLS	1	2.7 %
TELEPHONE CALLS	1	2.7 %
SCOTT SAUNDERS EMAIL	1	2.7 %
I LOVE THE NEWSLETTER	1	2.7 %
SUBDIVISION EMAIL	1	2.7 %
E-MAIL	1	2.7 %
SIGNS AROUND TOWN	1	2.7 %
EMAIL FROM ELECTED MEMBERS	1	2.7 %
Total	37	100.0 %

Q14. PARKS AND RECREATION. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following parks and recreation services:

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q14a. Maintenance of City parks	37.8%	39.2%	5.7%	1.3%	0.2%	15.8%
Q14b. Number of walking/biking trails	20.6%	32.7%	14.0%	11.8%	1.9%	19.0%
Q14c. Overall satisfaction with ice arena	11.2%	17.1%	15.9%	0.5%	0.8%	54.5%
Q14d. Overall satisfaction with golf course	11.3%	19.3%	14.8%	0.6%	1.1%	52.8%
Q14e. Overall satisfaction with dog park	7.8%	12.9%	13.9%	1.3%	0.3%	63.8%
Q14f. Youth recreation programs	5.6%	13.6%	16.1%	1.8%	0.3%	62.7%
Q14g. Adult recreation programs	6.2%	15.5%	17.9%	1.9%	1.0%	57.6%
Q14h. Senior programs	5.1%	10.2%	14.7%	1.1%	0.8%	68.1%

WITHOUT DON'T KNOW

Q14. PARKS AND RECREATION. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following parks and recreation services: (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q14a. Maintenance of City parks	44.9%	46.6%	6.8%	1.5%	0.2%
Q14b. Number of walking/biking trails	25.4%	40.4%	17.3%	14.6%	2.4%
Q14c. Overall satisfaction with ice arena	24.6%	37.5%	35.1%	1.1%	1.8%
Q14d. Overall satisfaction with golf course	24.0%	40.9%	31.4%	1.4%	2.4%
Q14e. Overall satisfaction with dog park	21.6%	35.7%	38.3%	3.5%	0.9%
Q14f. Youth recreation programs	15.0%	36.3%	43.2%	4.7%	0.9%
Q14g. Adult recreation programs	14.7%	36.5%	42.1%	4.5%	2.3%
Q14h. Senior programs	16.0%	32.0%	46.0%	3.5%	2.5%

Q15. Which TWO of the PARKS AND RECREATION services in Question 14 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q15. 1 st Choice	Number	Percent
Maintenance of City parks	178	28.4 %
Number of walking/biking trails	141	22.5 %
Overall satisfaction with ice arena	18	2.9 %
Overall satisfaction with golf course	26	4.1 %
Overall satisfaction with dog park	12	1.9 %
Youth recreation programs	39	6.2 %
Adult recreation programs	30	4.8 %
Senior programs	30	4.8 %
None chosen	153	24.4 %
Total	627	100.0 %

Q15. Which TWO of the PARKS AND RECREATION services in Question 14 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q15. 2 nd Choice	Number	Percent
Maintenance of City parks	82	13.1 %
Number of walking/biking trails	117	18.7 %
Overall satisfaction with ice arena	24	3.8 %
Overall satisfaction with golf course	36	5.7 %
Overall satisfaction with dog park	14	2.2 %
Youth recreation programs	50	8.0 %
Adult recreation programs	52	8.3 %
Senior programs	44	7.0 %
None chosen	208	33.2 %
Total	627	100.0 %

Q15. Which TWO of the PARKS AND RECREATION services in Question 14 do you think should receive the most emphasis from City leaders over the next TWO Years? (Sum of Top 2 Choices)

Q15. Sum of Top 2 Choices	Number	Percent
Maintenance of City parks	260	41.5 %
Number of walking/biking trails	258	41.1 %
Overall satisfaction with ice arena	42	6.7 %
Overall satisfaction with golf course	62	9.9 %
Overall satisfaction with dog park	26	4.1 %
Youth recreation programs	89	14.2 %
Adult recreation programs	82	13.1 %
Senior programs	74	11.8 %
None chosen	153	24.4 %
Total	1046	

Q16. How many times have you visited one of the City's parks in the last two years?

Q16. How many times have you visited one of City's
parks in last two years?

	Number	Percent
None	85	13.6 %
1-4 times	180	28.7 %
5-9 times	116	18.5 %
10+ times	229	36.5 %
Don't know	17	2.7 %
Total	627	100.0 %

WITHOUT DON'T KNOW**Q16. How many times have you visited one of the City's parks in the last two years? (without "don't know")**

Q16. How many times have you visited one of City's
parks in last two years?

	Number	Percent
None	85	13.9 %
1-4 times	180	29.5 %
5-9 times	116	19.0 %
10+ times	229	37.5 %
Total	610	100.0 %

Q18. FEELING OF SAFETY. On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations:

(N=627)

	Very safe	Safe	Neutral	Unsafe	Very unsafe	Don't know
Q18a. Walking alone in your neighborhood during the day	78.6%	17.9%	1.4%	0.3%	0.0%	1.8%
Q18b. Walking alone in your neighborhood at night	41.5%	35.4%	12.4%	4.8%	1.1%	4.8%
Q18c. In City parks	24.6%	31.7%	13.2%	4.5%	0.6%	25.4%

WITHOUT DON'T KNOW

Q18. FEELING OF SAFETY. On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations: (without "don't know")

(N=627)

	Very safe	Safe	Neutral	Unsafe	Very unsafe
Q18a. Walking alone in your neighborhood during the day	80.0%	18.2%	1.5%	0.3%	0.0%
Q18b. Walking alone in your neighborhood at night	43.6%	37.2%	13.1%	5.0%	1.2%
Q18c. In City parks	32.9%	42.5%	17.7%	6.0%	0.9%

Q19. PUBLIC SAFETY. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public safety services provided by the City of Creve Coeur:

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q19a. Overall quality of local police protection	55.7%	35.1%	4.1%	0.6%	0.2%	4.3%
Q19b. Visibility of police in neighborhoods	35.9%	38.4%	17.5%	3.5%	0.3%	4.3%
Q19c. Visibility of police in commercial & retail areas	30.5%	38.0%	20.4%	2.1%	0.2%	8.9%
Q19d. How quickly police respond to emergencies	39.9%	27.1%	6.7%	1.1%	0.2%	25.0%
Q19e. Efforts to prevent crime	34.8%	33.5%	11.6%	0.6%	0.6%	18.8%
Q19f. Enforcement of local traffic laws	31.4%	34.9%	16.3%	4.5%	1.3%	11.6%

WITHOUT DON'T KNOW

Q19. PUBLIC SAFETY. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public safety services provided by the City of Creve Coeur: (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q19a. Overall quality of local police protection	58.2%	36.7%	4.3%	0.7%	0.2%
Q19b. Visibility of police in neighborhoods	37.5%	40.2%	18.3%	3.7%	0.3%
Q19c. Visibility of police in commercial & retail areas	33.5%	41.7%	22.4%	2.3%	0.2%
Q19d. How quickly police respond to emergencies	53.2%	36.2%	8.9%	1.5%	0.2%
Q19e. Efforts to prevent crime	42.8%	41.3%	14.3%	0.8%	0.8%
Q19f. Enforcement of local traffic laws	35.6%	39.5%	18.4%	5.1%	1.4%

Q20. Which TWO of the PUBLIC SAFETY services listed in Question 19 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q20. 1 st Choice	Number	Percent
Quality of local police protection	110	17.5 %
Visibility of police in neighborhoods	189	30.1 %
Visibility of police in commercial & retail areas	38	6.1 %
How quickly police respond to emergencies	45	7.2 %
Efforts to prevent crime	92	14.7 %
Enforcement of local traffic laws	31	4.9 %
None chosen	122	19.5 %
Total	627	100.0 %

Q20. Which TWO of the PUBLIC SAFETY services listed in Question 19 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q20. 2 nd Choice	Number	Percent
Quality of local police protection	41	6.5 %
Visibility of police in neighborhoods	111	17.7 %
Visibility of police in commercial & retail areas	94	15.0 %
How quickly police respond to emergencies	86	13.7 %
Efforts to prevent crime	119	19.0 %
Enforcement of local traffic laws	20	3.2 %
None chosen	156	24.9 %
Total	627	100.0 %

Q20. Which TWO of the PUBLIC SAFETY services listed in Question 19 do you think should receive the most emphasis from City leaders over the next TWO Years? (Sum of Top 2 Choices)

Q20. Sum of Top 2 Choices	Number	Percent
Quality of local police protection	151	24.1 %
Visibility of police in neighborhoods	300	47.8 %
Visibility of police in commercial & retail areas	132	21.1 %
How quickly police respond to emergencies	131	20.9 %
Efforts to prevent crime	211	33.7 %
Enforcement of local traffic laws	51	8.1 %
None chosen	122	19.5 %
Total	1098	

Q22. Have you had any contact with the Creve Coeur Police Department in the last 3 years?

Q22. Had any contact with Creve Coeur Police

Department in last 3 years?	Number	Percent
Yes	373	59.5 %
No	254	40.5 %
Total	627	100.0 %

Q22a. (If YES to Question 22) What type of contact have you had with the Creve Coeur Police Department most recently?

Q22a. What type of contact?	Number	Percent
Reported a crime	65	17.4 %
Traffic stop	65	17.4 %
Criminal arrest	2	0.5 %
Crime prevention or safety promotion program	46	12.3 %
Police assistance	123	33.0 %
Other	155	41.6 %
Don't know	4	1.1 %
Total	460	

WITHOUT DON'T KNOW**Q22a. (If YES to Question 22) What type of contact have you had with the Creve Coeur Police Department most recently? (without "don't know")**

Q22a. What type of contact?	Number	Percent
Other	155	42.0 %
Police assistance	123	33.3 %
Reported a crime	65	17.6 %
Traffic stop	65	17.6 %
Crime prevention or safety promotion program	46	12.5 %
Criminal arrest	2	0.5 %
Total	456	

Q22a. Other

Q22a. Other	Number	Percent
DUI CHECKPOINT	2	1.3 %
RED LIGHT TICKET	2	1.3 %
WATCH HOUSE WHILE OUT OF TOWN	2	1.3 %
911	2	1.3 %
IDENTITY THEFT	2	1.3 %
MEDICAL EMERGENCY	2	1.3 %
REPORTED SUSPICIOUS ACTIVITY	2	1.3 %
NEIGHBORHOOD NIGHT OUT	2	1.3 %
BURGLAR ALARM	1	0.7 %
STRANGER NEIGHBORHOOD BY KIDS	1	0.7 %
DOGS RUNNING LOOSE	1	0.7 %
LADUE EARLY CHILDHOOD VISIT	1	0.7 %
ACCIDENT ON BALLAS	1	0.7 %
NEEDED PAPER WORK COMPLETED	1	0.7 %
VERY FRIGHTENING PHONE CALL	1	0.7 %
ELDERLY FATHER HAD PROBLEMS	1	0.7 %
REPORTED LOST INDIVIDUAL	1	0.7 %
DRIVING TICKET	1	0.7 %
WORRIED ABOUT MY NEIGHBOR	1	0.7 %
RECOVERED STOLEN PURSE FOR ME	1	0.7 %
CAME TO HOME WHEN I CALLED 911	1	0.7 %
CALLED ABOUT A SUSPICIOUS CAR	1	0.7 %
NOTIFIED ME OF SPOUSE HEART ATTACK	1	0.7 %
ACCUSED OF DRIVING AWAY W/O PAYING	1	0.7 %
AMBULANCE NEEDED, STREET FIGHT	1	0.7 %
STOP AND TALK IN NEIGHBORHOOD	1	0.7 %
ACCIDENT INFO/PARKING ASST REQ	1	0.7 %
REPORTED SUSPICIOUS PERSON	1	0.7 %
MONITORING WHILE WE WERE AWAY	1	0.7 %
TO ASK A QUESTION	1	0.7 %
IN PASSING	1	0.7 %
FOUND CREDIT CARD ON MY LAWN	1	0.7 %
WATER MAIN BREAK	1	0.7 %
HOME ALARM	1	0.7 %
RESPONSE TO BURGLARY ALARM	1	0.7 %
CITIZEN POLICE ACADEMY	1	0.7 %
WOUNDED DEER IN FRONT YARD	1	0.7 %
THEY HELPED W/MY BAD CHECK	1	0.7 %
ELDERLY NEIGHBOR FELL IN YARD	1	0.7 %
ASKED A QUESTION	1	0.7 %
MINOR INCIDENT	1	0.7 %
CHECKED ON HOME WHILE GONE	1	0.7 %
THOUGHT WE HAD AN INTRUDER	1	0.7 %
SUSPICIOUS ACTIVITY	1	0.7 %
WATCH HOME WHEN ON VACATION	1	0.7 %
CYBER CRIME QUESTION	1	0.7 %
PHONE SCAM	1	0.7 %
VISITING NEIGHBOR	1	0.7 %
PSYCHO WOMAN IN OUR FRONT YARD	1	0.7 %
POLICE CHIEF-1ST CLASS COMMUNITY	1	0.7 %
REPORT NOISE DISTURBANCE	1	0.7 %
PAID TRAFFIC TICKET	1	0.7 %

Q22a. Other

Q22a. Other	Number	Percent
REPORTING VANDALISM	1	0.7 %
DESTRUCTION OF PROP BY NEIGHBOR	1	0.7 %
ACCIDENT	1	0.7 %
HIRED OFF-DUTY OFFICERS	1	0.7 %
VACATION	1	0.7 %
REPORTED IDENTITY THEFT	1	0.7 %
CHECKING ON A PARKED CAR	1	0.7 %
EMT	1	0.7 %
DETECTIVES ASKED FOR INFO@CRIME	1	0.7 %
AMBULANCE CALLS	1	0.7 %
SALES PEOPLE W/O PERMIT	1	0.7 %
IDENTITY THEFT	1	0.7 %
GENERAL NOISE PROBLEM	1	0.7 %
TALKED AT STORE	1	0.7 %
SCAM PHONE CALLS	1	0.7 %
WATCH HOUSE WHEN OUT OF TOWN	1	0.7 %
VACATION WATCH OF HOME	1	0.7 %
BEAT AMBULANCE ON SEVERALCALLS	1	0.7 %
AT ACCIDENT WHEN CAR TOTALED	1	0.7 %
GREAT WHEN CAME TO HOME FRM 911 CALLS	1	0.7 %
ASSIST IN DEER INCIDENT	1	0.7 %
JUST SAYING HI WHEN SEEING THEM	1	0.7 %
REPORT OF POTENTIAL THREAT	1	0.7 %
CAR SKIDDED OFF ROAD IN SNOW	1	0.7 %
RESPONSE TO SECURITY CONCERN	1	0.7 %
IDENTITY THIEF	1	0.7 %
POSSIBLE CRIME	1	0.7 %
GOT TICKET FOR WHEELS OVERLINE	1	0.7 %
CALLER IMPERSONATING POLICEOFF	1	0.7 %
SPOKE W/OFFICER	1	0.7 %
REPORTED A DEAD DEER ON ROAD	1	0.7 %
DIFFERENCE BETWEEN NEIGHBOR	1	0.7 %
CERT TRAINING	1	0.7 %
RESPONSE TO SON WHO WANDERED OFF	1	0.7 %
DOG LOCKED IN CAR	1	0.7 %
TELEPHONE SCAM ALERT	1	0.7 %
MEDICAL - 911	1	0.7 %
ALARM ISSUES	1	0.7 %
SEAT BELT/DUI CHECKPOINT	1	0.7 %
DAUGHTER WAS IN ACCIDENT	1	0.7 %
VACATION CHECKS-THANK YOU!	1	0.7 %
CREDIT CARD ID STOLEN	1	0.7 %
ACCIDENT IN MY NEIGHBORHOOD	1	0.7 %
GENERAL DISCUSSION	1	0.7 %
CAME TO NEIGHBORHOOD PICNIC	1	0.7 %
HELP NEIGHBOR WHO WAS SCAMMED	1	0.7 %
REPORT A TRAFFIC ACCIDENT	1	0.7 %
PARKED ON OUR ST ON CERTAIN EVENINGS	1	0.7 %
A LADY WAS FOLLOWING US	1	0.7 %
AMB	1	0.7 %
RESPONDING TO BURGLARY IN NBHD	1	0.7 %
SOCIAL	1	0.7 %

Q22a. Other

Q22a. Other	Number	Percent
CARS PARKED IN NO PARKING ZONE	1	0.7 %
NEIGHBOR HITTING GOLFBALLS IN YARD	1	0.7 %
I HAD AN ACCIDENT	1	0.7 %
CONTACT IF LEAVING FOR FEW DAYS	1	0.7 %
USING PUBLIC RD – CHASSELLE	1	0.7 %
MONITORED HOME WHILE OUT OF TOWN	1	0.7 %
ABOUT PEOPLE GOING DOORTO DOOR	1	0.7 %
PERMIT	1	0.7 %
BURGLARY ALARM IN HOUSE	1	0.7 %
VACATION CHECKS	1	0.7 %
VACATION NOTIFICATION	1	0.7 %
RAPID RESPONSE TO STRANGE CARS	1	0.7 %
SOMEONE RAN INTO MY CAR/VACAYCHECK	1	0.7 %
PERSONAL MTG TO DISCUSS CONCERN	1	0.7 %
TRAFFIC ACCIDENT ON OUR BLOCK	1	0.7 %
TALKED TO POLICE ON PATROL	1	0.7 %
NEIGHBOR LEFT DOORS OPEN & LEFT	1	0.7 %
ILLNESS IN THE HOME	1	0.7 %
DISCUSSION ABOUT NBHD SPEED LMT	1	0.7 %
QUESTION ABOUT A TICKET	1	0.7 %
MY NEIGHBOR WAS ROBBED	1	0.7 %
HOME ALARM WENT OFF	1	0.7 %
RESPONDED WITH AMBULANCE	1	0.7 %
REPORTING STRANGE CARS IN AREA	1	0.7 %
MINOR ACCIDENT	1	0.7 %
TRASH DUMP ON A COMMON GROUND	1	0.7 %
BARKING DOGS	1	0.7 %
STOPPING US 3 TIMES W/O REASON	1	0.7 %
LOST RESIDENT	1	0.7 %
PERSONAL CONTACT W/OLDER OFFICERS	1	0.7 %
REPORT PEOPLE RUNNING STOPLIGHT	1	0.7 %
RESPOND TO HOUSE ALARM	1	0.7 %
CALLED ABOUT CRIME INVESTIGATION	1	0.7 %
NBHD BURGLARIES IN QUESTOVER	1	0.7 %
NOISE DISTURBANCE COMPLAINTS	1	0.7 %
TRAFFIC	1	0.7 %
PERSON LEFT A PORN TAPE IN YARD	1	0.7 %
PROPERTY DAMAGE	1	0.7 %
Total	150	100.0 %

Q22b. (If YES to Question 22) How would you rate the quality of your contact with the police officer?

Q22b. How would you rate quality of contact with police officer?	Number	Percent
Excellent	257	68.9 %
Good	79	21.2 %
Fair	23	6.2 %
Poor	10	2.7 %
Don't know	4	1.1 %
Total	373	100.0 %

WITHOUT DON'T KNOW**Q22b. (If YES to Question 22) How would you rate the quality of your contact with the police officer? (without "don't know")**

Q22b. How would you rate quality of contact with police officer?	Number	Percent
Excellent	257	69.6 %
Good	79	21.4 %
Fair	23	6.2 %
Poor	10	2.7 %
Total	369	100.0 %

Q22c. (If YES to Question 22) How would you rate the dispatcher you interacted with?

Q22c. How would you rate dispatcher you interacted with?	Number	Percent
Very courteous	154	41.3 %
Courteous	97	26.0 %
Discourteous	3	0.8 %
Very discourteous	4	1.1 %
Did not have contact with a dispatcher	102	27.3 %
Don't know	13	3.5 %
Total	373	100.0 %

WITHOUT DON'T KNOW**Q22c. (If YES to Question 22) How would you rate the dispatcher you interacted with? (without "don't know")**

Q22c. How would you rate dispatcher you interacted with?	Number	Percent
Very courteous	154	42.8 %
Courteous	97	26.9 %
Discourteous	3	0.8 %
Very discourteous	4	1.1 %
Did not have contact with a dispatcher	102	28.3 %
Total	360	100.0 %

Q23. CUSTOMER SERVICE. Have you called or visited the City with a question, problem, or complaint during the past year?

Q23. Have you called or visited City with a question, problem, or complaint during past year?	Number	Percent
Yes	273	43.5 %
No	354	56.5 %
Total	627	100.0 %

Q23a. (If YES to Question 23) How did you contact the City?

Q23a. How did you contact City?	Number	Percent
By phone	201	73.6 %
By email	35	12.8 %
In person	98	35.9 %
Don't know	4	1.5 %
Total	338	

WITHOUT DON'T KNOW

Q23a. (If YES to Question 23) How did you contact the City? (without "don't know")

Q23a. How did you contact City?	Number	Percent
By phone	201	74.7 %
In person	98	36.4 %
By email	35	13.0 %
Total	334	

Q23b. (If YES to Question 23) Which Department did you contact the City about most recently?

Q23b. Which Department?	Number	Percent
Administration	39	14.3 %
Boards & Commissions	9	3.3 %
Building Division	72	26.4 %
Community Development	5	1.8 %
Finance	3	1.1 %
Human Resources	2	0.7 %
Legislative	2	0.7 %
Mayor & City Council	16	5.9 %
Municipal Court	5	1.8 %
Parks & Recreation	24	8.8 %
Planning Division	13	4.8 %
Police	45	16.5 %
Public Works	104	38.1 %
Not provided	14	5.1 %
Total	353	

WITHOUT NOT PROVIDED**Q23b. (If YES to Question 23) Which Department did you contact the City about most recently? (without "not provided")**

Q23b. Which Department?	Number	Percent
Public Works	104	40.2 %
Building Division	72	27.8 %
Police	45	17.4 %
Administration	39	15.1 %
Parks & Recreation	24	9.3 %
Mayor & City Council	16	6.2 %
Planning Division	13	5.0 %
Boards & Commissions	9	3.5 %
Municipal Court	5	1.9 %
Community Development	5	1.9 %
Finance	3	1.2 %
Legislative	2	0.8 %
Human Resources	2	0.8 %
Total	339	

Q23c. (If YES to Question 23) How easy/difficult was it to address your issue?

Q23c. How easy/difficult was it to address your issue?	Number	Percent
Very easy	141	51.6 %
Somewhat easy	73	26.7 %
Difficult	31	11.4 %
Very difficult	21	7.7 %
Don't know	7	2.6 %
Total	273	100.0 %

WITHOUT DON'T KNOW**Q23c. (If YES to Question 23) How easy/difficult was it to address your issue? (without "don't know")**

Q23c. How easy/difficult was it to address your issue?	Number	Percent
Very easy	141	53.0 %
Somewhat easy	73	27.4 %
Difficult	31	11.7 %
Very difficult	21	7.9 %
Total	266	100.0 %

Q23d. (If YES to Question 23) Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

(N=273)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q23d-a. They were courteous & polite	67.8%	19.4%	8.4%	0.7%	0.4%	3.3%
Q23d-b. They gave accurate answers to your questions	56.4%	23.1%	11.4%	4.0%	0.4%	4.8%
Q23d-c. They did what they said they would do in a timely manner	51.6%	24.5%	9.2%	4.8%	2.6%	7.3%
Q23d-d. They helped you resolve an issue to your satisfaction	52.0%	17.9%	12.1%	5.5%	6.2%	6.2%

WITHOUT DON'T KNOW

Q23d. (If YES to Question 23) Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never." (without "don't know")

(N=273)

	Always	Usually	Sometimes	Seldom	Never
Q23d-a. They were courteous & polite	70.1%	20.1%	8.7%	0.8%	0.4%
Q23d-b. They gave accurate answers to your questions	59.2%	24.2%	11.9%	4.2%	0.4%
Q23d-c. They did what they said they would do in a timely manner	55.7%	26.5%	9.9%	5.1%	2.8%
Q23d-d. They helped you resolve an issue to your satisfaction	55.5%	19.1%	12.9%	5.9%	6.6%

Q24. COMMUNITY DEVELOPMENT. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following community services provided by the City of Creve Coeur:

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q24a. Enforcing clean-up of junk & debris on private property in your community	15.3%	30.8%	16.3%	7.7%	2.7%	27.3%
Q24b. Enforcing mowing & cutting of weeds & grass on private property	14.7%	30.5%	17.1%	9.4%	2.9%	25.5%
Q24c. Enforcing exterior maintenance of residential property	14.0%	27.8%	21.2%	6.7%	3.0%	27.3%
Q24d. Enforcing exterior maintenance of commercial/business property	17.5%	27.8%	18.5%	2.7%	0.8%	32.7%
Q24e. Enforcing sign regulations	16.1%	27.1%	19.5%	1.8%	1.0%	34.6%
Q24f. Overall quality of new development in City	18.7%	34.6%	20.7%	5.9%	2.1%	18.0%

WITHOUT DON'T KNOW

Q24. COMMUNITY DEVELOPMENT. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following community services provided by the City of Creve Coeur: (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q24a. Enforcing clean-up of junk & debris on private property in your community	21.1%	42.3%	22.4%	10.5%	3.7%
Q24b. Enforcing mowing & cutting of weeds & grass on private property	19.7%	40.9%	22.9%	12.6%	3.9%
Q24c. Enforcing exterior maintenance of residential property	19.3%	38.2%	29.2%	9.2%	4.2%
Q24d. Enforcing exterior maintenance of commercial/business property	26.1%	41.2%	27.5%	4.0%	1.2%
Q24e. Enforcing sign regulations	24.6%	41.5%	29.8%	2.7%	1.5%
Q24f. Overall quality of new development in City	22.8%	42.2%	25.3%	7.2%	2.5%

Q25. Which TWO of the COMMUNITY DEVELOPMENT services listed above do you think should receive the most emphasis from City leaders over the next TWO years?

Q25. 1 st Choice	Number	Percent
Enforcing clean-up of junk & debris on private property in your community	128	20.4 %
Enforcing mowing & cutting of weeds & grass on private property	44	7.0 %
Enforcing exterior maintenance of residential property	58	9.3 %
Enforcing exterior maintenance of commercial/business property	35	5.6 %
Enforcing sign regulations	19	3.0 %
Overall quality of new development in City	155	24.7 %
None chosen	188	30.0 %
Total	627	100.0 %

Q25. Which TWO of the COMMUNITY DEVELOPMENT services listed above do you think should receive the most emphasis from City leaders over the next TWO years?

Q25. 2 nd Choice	Number	Percent
Enforcing clean-up of junk & debris on private property in your community	76	12.1 %
Enforcing mowing & cutting of weeds & grass on private property	86	13.7 %
Enforcing exterior maintenance of residential property	75	12.0 %
Enforcing exterior maintenance of commercial/business property	80	12.8 %
Enforcing sign regulations	18	2.9 %
Overall quality of new development in City	63	10.0 %
None chosen	229	36.5 %
Total	627	100.0 %

Q25. Which TWO of the COMMUNITY DEVELOPMENT services listed above do you think should receive the most emphasis from City leaders over the next TWO years? (Sum of Top 2 Choices)

Q25. Sum of Top 2 Choices	Number	Percent
Enforcing clean-up of junk & debris on private property in your community	204	32.5 %
Enforcing mowing & cutting of weeds & grass on private property	130	20.7 %
Enforcing exterior maintenance of residential property	133	21.2 %
Enforcing exterior maintenance of commercial/business property	115	18.3 %
Enforcing sign regulations	37	5.9 %
Overall quality of new development in City	218	34.8 %
None chosen	188	30.0 %
Total	1025	

Q26. City ordinances contain standards for the condition of residential properties. How would you rate the City's enforcement of exterior property maintenance?

Q26. How would you rate City's enforcement of exterior property maintenance?	Number	Percent
Too strict	35	5.6 %
About right	286	45.6 %
Not strict enough	97	15.5 %
Don't know	209	33.3 %
Total	627	100.0 %

WITHOUT DON'T KNOW

Q26. City ordinances contain standards for the condition of residential properties. How would you rate the City's enforcement of exterior property maintenance? (without "don't know")

Q26. How would you rate City's enforcement of exterior property maintenance?	Number	Percent
Too strict	35	8.4 %
About right	286	68.4 %
Not strict enough	97	23.2 %
Total	418	100.0 %

Q27. The City of Creve Coeur requires occupancy permits for apartments to ensure code compliance before new occupants can move in. Please indicate whether or not you believe that the City should require such permits for the following:

(N=627)

	Yes	No	Not sure
Q27a. Condominiums	57.1%	25.7%	17.2%
Q27b. Single-family houses	49.6%	33.0%	17.4%

WITHOUT NOT SURE

Q27. The City of Creve Coeur requires occupancy permits for apartments to ensure code compliance before new occupants can move in. Please indicate whether or not you believe that the City should require such permits for the following: (without "not sure")

(N=627)

	Yes	No
Q27a. Condominiums	69.0%	31.0%
Q27b. Single-family houses	60.0%	40.0%

Q28. Current regulations in the City's zoning code have resulted in very few (one) drive-through restaurants in Creve Coeur. Please answer the following questions regarding this issue. Would you be in favor of changing the regulations so that more drive-through restaurants could locate in Creve Coeur?

Q28. Would you be in favor of changing regulations?	Number	Percent
Yes	229	36.5 %
No	305	48.6 %
Not sure	93	14.8 %
Total	627	100.0 %

WITHOUT NOT SURE

Q28. Current regulations in the City's zoning code have resulted in very few (one) drive-through restaurants in Creve Coeur. Please answer the following questions regarding this issue. Would you be in favor of changing the regulations so that more drive-through restaurants could locate in Creve Coeur? (without "not sure")

Q28. Would you be in favor of changing regulations?	Number	Percent
Yes	229	42.9 %
No	305	57.1 %
Total	534	100.0 %

Q29. Do you share any of the following concerns about drive-through restaurants?

Q29. Your concerns about drive-through restaurants	Number	Percent
Appearance of drive-through restaurants	282	45.0 %
Traffic that might be caused by drive-through lane	377	60.1 %
Noise from drive-through lane	164	26.2 %
Having too many drive-through restaurants built in same area	393	62.7 %
Other concern	90	14.4 %
I have no concerns about drive-through restaurants	125	19.9 %
Don't know	15	2.4 %
Total	1446	

WITHOUT DON'T KNOW

Q29. Do you share any of the following concerns about drive-through restaurants? (without "don't know")

Q29. Your concerns about drive-through restaurants	Number	Percent
Having too many drive-through restaurants built in same area	393	64.2 %
Traffic that might be caused by drive-through lane	377	61.6 %
Appearance of drive-through restaurants	282	46.1 %
Noise from drive-through lane	164	26.8 %
I have no concerns about drive-through restaurants	125	20.4 %
Other concern	90	14.7 %
Total	1431	

Q29. Other

Q29. Other	Number	Percent
CRIME	2	2.3 %
TRASH	2	2.3 %
NOT HEALTHY FOOD	2	2.3 %
PREFER QUALITY RETAIL	1	1.1 %
HEALTHY EATING HABITS	1	1.1 %
TACKY	1	1.1 %
CRIME & LOWERING OF PROP VALUE	1	1.1 %
MUST HAVE ACCESS TO TRF LIGHT	1	1.1 %
TRAFFIC JAMS	1	1.1 %
SAFETY	1	1.1 %
ODOR FROM TRASH DUMPSTERS	1	1.1 %
HAVING OUR AREA LOOK JUNKY	1	1.1 %
OLIVE BECOMING LIKE MANCHESTER	1	1.1 %
TRASH UNCONTROLLED	1	1.1 %
THEIR PRODUCT IS NOT HEALTHY	1	1.1 %
LOWERS PERCEPTION OF THE CITY	1	1.1 %
WE HAVE ENOUGH FAST FOOD!	1	1.1 %
TURN INTO ANOTHER MANCHESTERRD	1	1.1 %
CC ISNT MANCHESTER-KEEP IT THAT WAY	1	1.1 %
POLLUTION CAUSED BY CARS IDLING	1	1.1 %
CARS IDLING WILL CAUSE POLLUTION	1	1.1 %
FAST-FOOD IS SO UNHEALTHY	1	1.1 %
CAREFULLYADDRESS EACH ITEM ABOVE	1	1.1 %
CULTURE	1	1.1 %
BECOMING TO CONGESTED COMMERCIALLY	1	1.1 %
THEY ARE ALSO UNHEALTHY	1	1.1 %
EXTRA TRASH	1	1.1 %
DECREASE PROPERTY VALUES	1	1.1 %
MAKES CITY LOOK LOW-CLASS	1	1.1 %
MAYATTRACT MISCHIEF IF OPEN LATE	1	1.1 %
TYPE OF RESTAURANTS FOR AREA	1	1.1 %
POOR QUAL OF FOOD. NOT HEALTHY	1	1.1 %
LOSS OF BUSINESS IN SIT-DOWN REST	1	1.1 %
NOT TOO CLASSY	1	1.1 %
FAST FOOD MAKES US LIKE BRENTWOOD	1	1.1 %
NOT ENOUGH SPACE TO DO ONE	1	1.1 %
SAFETY AROUND DRIVE-THRU REST	1	1.1 %
NOT HEALTHY	1	1.1 %
GAUDY BUILDINGS	1	1.1 %
LIKELY TO MAKE OLIVE BLVD WORSE	1	1.1 %
LOOKS TRASHY-TOO MUCH TRAFFIC	1	1.1 %
EXTREMELY LOW CLASS-KEEP OUT!	1	1.1 %
AVOID MEETING EACH OTHER INSIDE	1	1.1 %
TRAFFIC CAUSED BY TOO MANY	1	1.1 %
WE DON'T NEED ANYMORE	1	1.1 %
NEED GOOD ITALIAN, MEX REST	1	1.1 %
BRINGS IN WRONG ELEMENT	1	1.1 %
DILUTING NBHD CHARACTER	1	1.1 %
SIGNAGE WOULD BECOME TACKY	1	1.1 %
INCREASE IN "CRUISING" CAUSES CONGESTION	1	1.1 %
QUALITY OF RESTAURANTS	1	1.1 %
CARS NOT MOVING CAUSE OF BAD AIR QUAL	1	1.1 %

Q29. Other

Q29. Other	Number	Percent
CONGREGATING YOUTH	1	1.1 %
TOO MUCH REST & TOO MUCH TRAFFIC	1	1.1 %
WANT BETTER QUALITY	1	1.1 %
NOT HEALTHY CHOICES	1	1.1 %
TRASH & RODENT ATTRACTION	1	1.1 %
ENVIRONMENTAL IMPACT	1	1.1 %
TAKES AWAY FRM RESI ASPECT OF CITY	1	1.1 %
TOO MANY OUTSIDERS COMFORTABLE	1	1.1 %
TRASH THROWN FRM CARS/CLEANLINESS	1	1.1 %
DRIVING & EATING=DISTRACTED DRIVER	1	1.1 %
THE UNIQUENESS OF THE RESTAURANT	1	1.1 %
GHS FRM IDLING IN OUR GREEN CITY	1	1.1 %
CHAIN/FRANCHISE REST ARE AWFUL	1	1.1 %
I HATE THE COOKING SMELLS	1	1.1 %
LOOKS TRASHY	1	1.1 %
OFFER POOR NUTRITIONAL VALUE	1	1.1 %
ATTRACT SOLICITORS	1	1.1 %
TRASH, LITTER	1	1.1 %
QUALITY OF RESTAURANT	1	1.1 %
POLLUTION	1	1.1 %
SAFETY-WOULD PREFER NO DRIVE-THRUS	1	1.1 %
UNSIGHTLY	1	1.1 %
INCREASING CRIME & TRAFFIC JAMS	1	1.1 %
LAND HAS MORE MEANINGFUL USE	1	1.1 %
FOOD IS NOT GOOD	1	1.1 %
LONG-TERM DETERIORATION OF PROP	1	1.1 %
RATHER HAVE BETTER ORGANIC RES	1	1.1 %
EFFECT ON PROPERTY VALUE	1	1.1 %
ATTRACTS OUT OF TOWN VISITORS @ NITE	1	1.1 %
IT WOULD JUNK UP THE AREA	1	1.1 %
CONCERNEDABOUTTOOMANYFASTFOOD	1	1.1 %
EMPTY LOCATIONSWHEN OUT OF BUS	1	1.1 %
FOOD QUALITY OF DRIVETHRU REST	1	1.1 %
Total	88	100.0 %

Q30. If satisfactory solutions could be reached to address the concerns you identified above (in Question 29), would you support allowing more drive-through restaurants in Creve Coeur?

Q30. Would you support allowing more drive-through restaurants?	Number	Percent
Yes	169	34.6 %
No	214	43.9 %
Not sure	105	21.5 %
Total	488	100.0 %

WITHOUT NOT SURE

Q30. If satisfactory solutions could be reached to address the concerns you identified above (in Question 29), would you support allowing more drive-through restaurants in Creve Coeur? (without "not sure")

Q30. Would you support allowing more drive through restaurants?	Number	Percent
Yes	169	44.1 %
No	214	55.9 %
Total	383	100.0 %

Q31. PUBLIC WORKS. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public works services provided by the City of Creve Coeur:

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q31a. Maintenance of City streets	22.2%	47.0%	13.9%	11.8%	1.1%	4.0%
Q31b. Condition of City sidewalks	18.8%	44.0%	17.2%	9.1%	2.4%	8.5%
Q31c. Adequacy of street lighting	18.5%	38.8%	20.6%	14.5%	4.0%	3.7%
Q31d. Snow/ice removal on City streets	27.9%	42.3%	13.2%	10.4%	3.0%	3.2%
Q31e. Appearance of landscaped medians	38.6%	46.6%	8.0%	3.0%	1.0%	2.9%
Q31f. Cleanliness of City streets	33.7%	51.8%	9.4%	2.1%	0.6%	2.4%

WITHOUT DON'T KNOW

Q31. PUBLIC WORKS. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public works services provided by the City of Creve Coeur: (without "don't know")

(N=627)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q31a. Maintenance of City streets	23.1%	49.0%	14.5%	12.3%	1.2%
Q31b. Condition of City sidewalks	20.6%	48.1%	18.8%	9.9%	2.6%
Q31c. Adequacy of street lighting	19.2%	40.2%	21.4%	15.1%	4.1%
Q31d. Snow/ice removal on City streets	28.8%	43.7%	13.7%	10.7%	3.1%
Q31e. Appearance of landscaped medians	39.7%	47.9%	8.2%	3.1%	1.0%
Q31f. Cleanliness of City streets	34.5%	53.1%	9.6%	2.1%	0.7%

Q32. Which TWO of the PUBLIC WORKS services listed in Question 31 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q32. 1 st Choice	Number	Percent
Maintenance of City streets	202	32.2 %
Condition of City sidewalks	70	11.2 %
Adequacy of street lighting	86	13.7 %
Snow/ice removal on City streets	133	21.2 %
Appearance of landscaped medians	20	3.2 %
Cleanliness of City streets	22	3.5 %
None chosen	94	15.0 %
Total	627	100.0 %

Q32. Which TWO of the PUBLIC WORKS services listed in Question 31 do you think should receive the most emphasis from City leaders over the next TWO Years?

Q32. 2 nd Choice	Number	Percent
Maintenance of City streets	91	14.5 %
Condition of City sidewalks	89	14.2 %
Adequacy of street lighting	100	15.9 %
Snow/ice removal on City streets	115	18.3 %
Appearance of landscaped medians	36	5.7 %
Cleanliness of City streets	59	9.4 %
None chosen	137	21.9 %
Total	627	100.0 %

Q32. Which TWO of the PUBLIC WORKS services listed in Question 31 do you think should receive the most emphasis from City leaders over the next TWO Years? (Sum of Top 2 Choices)

Q32. Sum of Top 2 Choices	Number	Percent
Maintenance of City streets	293	46.7 %
Condition of City sidewalks	159	25.4 %
Adequacy of street lighting	186	29.7 %
Snow/ice removal on City streets	248	39.6 %
Appearance of landscaped medians	56	8.9 %
Cleanliness of City streets	81	12.9 %
None chosen	94	15.0 %
Total	1117	

Q34. How long have you lived in Creve Coeur?

Q34. How long have you lived in Creve Coeur?	Number	Percent
Less than a year	17	2.7 %
1-3 years	62	9.9 %
4-6 years	54	8.6 %
7-10 years	77	12.3 %
11-20 years	155	24.7 %
20+ years	253	40.4 %
Not provided	9	1.4 %
Total	627	100.0 %

Q35. How many (counting yourself) people in your household are?

	Mean
number	2.6
Under age 10	0.2
Ages 10-17	0.3
Ages 18-34	0.4
Ages 35-44	0.2
Ages 45-54	0.5
Ages 55-64	0.5
Ages 65+	0.5

Q36. What is your age?

<u>Q36. Your age</u>	<u>Number</u>	<u>Percent</u>
Under 35	126	20.3 %
35 to 44	116	18.7 %
45 to 54	120	19.3 %
55 to 64	129	20.8 %
65+	130	20.9 %
Total	621	100.0 %

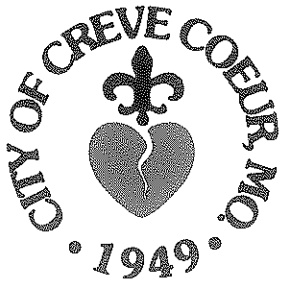
Q37. Your gender:

<u>Q37. Your gender</u>	<u>Number</u>	<u>Percent</u>
Male	326	52.0 %
Female	301	48.0 %
Total	627	100.0 %

Q38. Which of the following best describes your race/ethnicity?

<u>Q38. Your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
White	505	80.5 %
Black/African American	40	6.4 %
American Indian or Alaskan Native	3	0.5 %
Asian	61	9.7 %
Hispanic	13	2.1 %
Other	11	1.8 %
Not provided	3	0.5 %
Total	636	

Section 5: Survey Instrument



city
of

CREVE COEUR

12.1.c

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

Dear Creve Coeur Resident,

This letter is a request for your assistance in building an even better Creve Coeur. Your input on the enclosed survey is extremely important, and will assist the City Council in setting priorities and making service improvements over the next three years.

We realize the survey takes time to complete, but every question is important and the time you invest will influence many of the decisions that will be made about the City's future. Your responses also will allow Creve Coeur leadership and staff to identify and address the opportunities and challenges facing our community.

Please complete the enclosed questionnaire and return in the provided postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, KS. 66061. The ETC Institute will compile all responses for analysis, and provide comparison citizen ratings from our peer cities. If you have any questions regarding this survey or would like to discuss the questions asked, please call Theresa Bradshaw, Public Information Officer and Management Analyst, at (314) 442-2081.

Once completed, we will present these results to the City Council and public.

Your input is extremely important. Thank you for taking the time to share your thoughts with us!

Barry Glantz
Mayor

Attachment: 2014 Creve Coeur Survey Findings Draft Report (1016 : Trash and Recycling Contract)



2014 City of Creve Coeur, Missouri Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's on-going effort improve the quality of City services and to identify priorities for the community. If you have questions, please contact the Office of the City Administrator at 872-2511. **THANK YOU!**

1. **RATINGS OF THE CITY.** Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following:

Ratings of the City	Excellent	Good	Neutral	Fair	Poor	Don't Know
A. As a place to live	5	4	3	2	1	9
B. As a place to raise children	5	4	3	2	1	9
C. As a place to work	5	4	3	2	1	9
D. As a City that is moving in the right direction	5	4	3	2	1	9

2. **PERCEPTIONS.** Several items that may influence your perception of the City of Creve Coeur are listed below. Please rate Creve Coeur on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following:

Perceptions of the City	Excellent	Good	Neutral	Fair	Poor	Don't Know
A. Overall quality of services provided by the City of Creve Coeur	5	4	3	2	1	9
B. Overall image of the City	5	4	3	2	1	9
C. Overall quality of life in the City	5	4	3	2	1	9
D. Overall value that you receive for your local tax dollars and fees	5	4	3	2	1	9
E. How well your community is planning growth	5	4	3	2	1	9
F. Efforts to conserve energy and protect the environment	5	4	3	2	1	9

3. **MAJOR CATEGORIES OF CITY SERVICES.** Please rate your overall satisfaction with the major categories of service provided by the City of Creve Coeur on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Major Categories of City Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Park maintenance	5	4	3	2	1	9
B. Limb chipping	5	4	3	2	1	9
C. Leaf vacuuming	5	4	3	2	1	9
D. Police services	5	4	3	2	1	9
E. Parks and recreation	5	4	3	2	1	9
F. Building permits	5	4	3	2	1	9
G. Municipal court	5	4	3	2	1	9
H. City newsletter	5	4	3	2	1	9
I. Overall enforcement of City codes and ordinances	5	4	3	2	1	9
J. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
K. Overall effectiveness of City communication	5	4	3	2	1	9

4. Which THREE of the **MAJOR CATEGORIES OF CITY SERVICES** do you think should receive the most emphasis from City leadership over the next TWO years? [Enter the letters for your top choices using the list in Question 3 above.]

1st: _____ 2nd: _____ 3rd: _____

5. What can the City do to improve customer service? [Write your answer in the space provided below.]

- 6a. How satisfied are you with the City's trash service?
- ___(5) Very satisfied
___(4) Satisfied
___(3) Neutral
- ___(2) Dissatisfied
___(1) Very dissatisfied
___(9) Don't know
- 6b. How satisfied are you with the City's recycling service?
- ___(5) Very satisfied
___(4) Satisfied
___(3) Neutral
- ___(2) Dissatisfied
___(1) Very dissatisfied
___(9) Don't know
- 6c. The City provides "valet" trash service, whereby trash is picked up near the house in the front or rear yard, not at the curb. Are you aware that valet trash pick-up is currently available to all single-family homes and townhomes?
- ___(1) Yes
___(2) No
- 6d. Do you use the City's valet trash service or do you place your trash at the curb?
- ___(1) City's valet trash service
___(2) City's curbside trash service
- 6e. The City studied the issue of trash collection extensively in 2013. By changing service from valet to curbside the City could save \$600,000 annually, or 40% of the cost, and reduce the environmental impact of the service. Residents would be able to receive valet service for \$15 per month, except for individuals with disabilities who would continue to receive valet service at no cost. Given this information, which of the following options would you prefer?
- ___(1) No change to the existing service and the City should continue to pay 100% of the cost of valet service for all residents.
- ___(2) City provides curbside service at no fee to residents, and residents desiring valet service will pay a \$15 fee per month. Residents with disabilities would not be charged a fee.
- ___(3) City provides curbside service at no fee to residents, and residents desiring valet service will pay a portion of the \$15 fee, with the City also paying a portion. Residents with disabilities would not be charged a fee.
- 6f. To the best of your recollection, how many times, if ever, was your trash or recycling not picked up in the past year?
- ___(1) It was always picked up.
___(2) 1-3 times
- ___(3) 4-6 times
___(4) 7 or more times
- utilizing bags provided by grocery stores, how often do you use reusable shopping bags?
- Always
Most of the time
- ___(3) Rarely
___(4) Never

- | City Communications | Very Satisfied | Satisfied | Neutral | Dissatisfied | Very Dissatisfied | Don't Know |
|--|----------------|-----------|---------|--------------|-------------------|------------|
| A. City efforts to keep you informed about important issues | 5 | 4 | 3 | 2 | 1 | 9 |
| B. City efforts to keep you informed about the City's finances | 5 | 4 | 3 | 2 | 1 | 9 |
| C. City efforts to keep you informed about planning and zoning efforts | 5 | 4 | 3 | 2 | 1 | 9 |
| D. The availability of information about City programs and services | 5 | 4 | 3 | 2 | 1 | 9 |
| E. The level of public involvement in local decision making | 5 | 4 | 3 | 2 | 1 | 9 |
| F. The quality of the City's social media (Facebook, Twitter, etc.) | 5 | 4 | 3 | 2 | 1 | 9 |
| G. The quality of the City's website | 5 | 4 | 3 | 2 | 1 | 9 |

- 1st: 2nd:

10. How often would you say you read the City's newsletter?

____(1) Every month ____ (2) A few times a year ____ (3) Never

11. What types of information would you prefer to see in the City's newsletter? [Check all that apply]

____(01) Information about City services and policies ____ (07) Parks information
 ____ (02) Council news ____ (08) Recreation programs
 ____ (03) Planning and Zoning updates ____ (09) Special events
 ____ (04) Street projects ____ (10) Police activities
 ____ (05) Code enforcement ____ (11) "Green"/sustainability information
 (property maintenance, building requirements, etc.) ____ (12) Other _____
 ____ (06) Public hearings

12. Which of the following are your primary sources of information about the City's programs, services, and events?

[Check all that apply]

____ (01) Resident newsletter ____ (07) Radio news programs
 ____ (02) City website via home computer (desktop, laptop) ____ (08) City's Facebook page
 ____ (03) City website via mobile device (phone, tablet) ____ (09) City's Twitter account
 ____ (04) Newspaper ____ (10) Word of mouth (friends, neighbors)
 ____ (05) Television news programs ____ (11) City emails (Notify Me)
 ____ (06) Public meetings ____ (12) Other _____

13. What can the city do to improve communication with residents? [Write your answer in the space provided below.]

14. **PARKS AND RECREATION.** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following parks and recreation services:

Parks and Recreation	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Maintenance of City parks	5	4	3	2	1	9
B. Number of walking/biking trails	5	4	3	2	1	9
C. Overall satisfaction with the ice arena	5	4	3	2	1	9
D. Overall satisfaction with the golf course	5	4	3	2	1	9
E. Overall satisfaction with the dog park	5	4	3	2	1	9
F. Youth recreation programs	5	4	3	2	1	9
G. Adult recreation programs	5	4	3	2	1	9
H. Senior programs	5	4	3	2	1	9

15. Which TWO of the **PARKS AND RECREATION** services do you think should receive the most emphasis from City leaders over the next TWO Years? [Enter the letters for your top choices using the list in Question 14 above.]

1st: ____ 2nd: ____

16. How many times have you visited one of the City's parks in the last two years?

____ (1) None ____ (3) 5-9 times
 ____ (2) 1-4 times ____ (4) 10 or more times

17. If you could propose only one thing to improve City parks, recreation facilities, equipment or services, what would it be? [Write your answer in the space provided below.]

18. **FEELING OF SAFETY.** On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations:

Feeling of Safety	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
A. Walking alone in your neighborhood during the day	5	4	3	2	1	9
B. Walking alone in your neighborhood at night	5	4	3	2	1	9
C. In City parks	5	4	3	2	1	9

19. **PUBLIC SAFETY.** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public safety services provided by the City of Creve Coeur:

Public Safety	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Overall quality of local police protection	5	4	3	2	1	9
B. Visibility of police in neighborhoods	5	4	3	2	1	9
C. Visibility of police in commercial and retail areas	5	4	3	2	1	9
D. How quickly police respond to emergencies	5	4	3	2	1	9
E. Efforts to prevent crime	5	4	3	2	1	9
F. Enforcement of local traffic laws	5	4	3	2	1	9

20. Which TWO of the **PUBLIC SAFETY** services listed above do you think should receive the most emphasis from City leaders over the next TWO Years? [Enter the letters for your top choices using the list in Question 19 above.]

1st: ____ 2nd: ____

21. If you could recommend one thing for the City's Police Department to do to improve its service, what would it be? [Write your answer in the space provided below.]

22. Have you had any contact with the Creve Coeur Police Department in the last 3 years?

____(1) Yes [answer Q22a-c] ____ (2) No [skip to Q23]

- 22a. **IF YES:** What type of contact have you had with the Creve Coeur Police Department most recently?

____(1) Reported a crime (burglary, domestic violence, assault, etc.)
 ____ (2) Traffic stop
 ____ (3) Criminal arrest
 ____ (4) Crime prevention or safety promotion program
 ____ (5) Police assistance (motorist assist, response to an alarm, etc.)
 ____ (6) Other: _____

- 22b. **IF YES:** How would you rate the quality of your contact with the police officer?

____(4) Excellent ____ (2) Fair
 ____ (3) Good ____ (1) Poor

- 22c. **IF YES:** How would you rate the dispatcher you interacted with?

____(4) Very courteous ____ (1) Very discourteous
 ____ (3) Courteous ____ (9) Did not have contact with a dispatcher
 ____ (2) Discourteous

23. **CUSTOMER SERVICE.** Have you called or visited the City with a question, problem, or complaint during the past year?

____(1) Yes [answer Q23a-d] ____ (2) No [go to Q24]

23a. **If YES:** How did you contact the City?

____(1) By phone

____(3) By social media

____(2) By email

____(4) In person

23b. **If YES:** Which Department did you contact the City about most recently?

____(01) Administration

____(08) Mayor and City Council

____(02) Boards & Commissions

____(09) Municipal Court

____(03) Building Division

____(10) Parks and Recreation

____(04) Community Development

____(11) Planning Division

____(05) Finance

____(12) Police

____(06) Human Resources

____(13) Public Works

____(07) Legislative

23c. **If YES:** How easy/difficult was it to address your issue?

____(4) Very easy

____(1) Very difficult

____(3) Somewhat easy

____(9) Don't know

____(2) Difficult

23d. **If YES:** Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Customer Service	Always	Usually	Sometimes	Seldom	Never	Don't Know
A. They were courteous and polite	5	4	3	2	1	9
B. They gave accurate answers to your questions	5	4	3	2	1	9
C. They did what they said they would do in a timely manner	5	4	3	2	1	9
D. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

24. **COMMUNITY DEVELOPMENT.** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following community services provided by the City of Creve Coeur:

How satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Enforcing the clean-up of junk and debris on private property in your community	5	4	3	2	1	9
B. Enforcing the mowing and cutting of weeds and grass on private property	5	4	3	2	1	9
C. Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
D. Enforcing the exterior maintenance of commercial/business property	5	4	3	2	1	9
E. Enforcing sign regulations	5	4	3	2	1	9
F. Overall quality of new development in the City	5	4	3	2	1	9

25. Which TWO of the **COMMUNITY DEVELOPMENT** services listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Enter the letters for your top choices using the list in Question 24 above.]

1st: ____ 2nd: ____

26. City ordinances contain standards for the condition of residential properties. How would you rate the City's enforcement of exterior property maintenance?

____(1) Too strict

____(3) Not strict enough

____(2) About right

____(4) Don't know

27. The City of Creve Coeur requires occupancy permits for apartments to ensure code compliance before new occupants can move in. Please indicate whether or not you believe that the City should require such permits for the following:

Do you believe that the City should require such permits for:	Yes	No	Not Sure
A. Condominiums	1	2	9
B. Single-family houses	1	2	9

28. Current regulations in the City's zoning code have resulted in very few (one) drive-through restaurants in Creve Coeur. Please answer the following questions regarding this issue. Would you be in favor of changing the regulations so that more drive-through restaurants could locate in Creve Coeur?

____(1) Yes ____ (2) No ____ (3) Not Sure

29. Do you share any of the following concerns about drive-through restaurants? [Check all that apply]

- ____(1) The appearance of drive-through restaurants
 ____ (2) The traffic that might be caused by the drive-through lane
 ____ (3) The noise from the drive-through lane
 ____ (4) Having too many drive-through restaurants built in the same area
 ____ (5) Other concern: _____
 ____ (6) I have no concerns about drive-through restaurants [skip to Q31]

30. If satisfactory solutions could be reached to address the concerns you identified above (in Q29), would you support allowing more drive through restaurants in Creve Coeur?

____(1) Yes ____ (2) No ____ (3) Not Sure

31. **PUBLIC WORKS.** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public works services provided by the City of Creve Coeur:

Streets and Sidewalks	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Maintenance of City streets (does not include County or State maintained streets such as Olive Boulevard, Old Olive Street Road, Lindbergh Boulevard or I-270)	5	4	3	2	1	
B. Condition of City sidewalks	5	4	3	2	1	
C. Adequacy of street lighting	5	4	3	2	1	
D. Snow/ice removal on City streets	5	4	3	2	1	
E. Appearance of landscaped medians	5	4	3	2	1	
F. Cleanliness of City streets	5	4	3	2	1	

32. Which TWO of the **PUBLIC WORKS** services listed above do you think should receive the most emphasis from City leaders over the next TWO Years? [Enter the letters for your top choices using the list in Question 31 above.]

1st: ____ 2nd: ____

33. Do you have any other suggestions for the city? [Write your answer in the space provided below.]

DEMOGRAPHICS. To complete the survey, please answer a few questions to help us understand you as a resident.

34. How long have you lived in Creve Coeur?

____(1) Less than a year ____ (3) 4-6 years ____ (5) 11-20 years
 ____ (2) 1-3 years ____ (4) 7-10 years ____ (6) More than 20 years

35. How many (counting yourself) people in your household are?

Under age 10 ____ Ages 18-34 ____ Ages 45-54 ____ Ages 65+ ____
 Ages 10-17 ____ Ages 35-44 ____ Ages 55-64 ____

36. What is your age? _____ years

37. Your gender: ____ (1) Male ____ (2) Female

38. Which of the following best describes your race/ethnicity? [Check all that apply]

____ (1) White

____ (4) Asian

____ (2) Black/African American

____ (5) Hispanic

____ (3) American Indian or Alaskan Native

____ (6) Other: _____

This concludes the survey. Thank you for your time!

Please Return Your Completed Survey in the Enclosed Postage Paid Envelope Addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Attachment: 2014 Creve Coeur Survey Findings Draft Report (1016 : Trash and Recycling Contract)

Your responses will remain Completely Confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you!



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 07/14/14 07:00 PM
Department: Arts Commission
Category: Report
Prepared By: Whitney Kelly
Department Head: Whitney Kelly

STAFF REPORT

Creve Coeur Arts Commission Requests for Funding of Bus Shelter

Creve Coeur Arts Commission Requests for changes in capital improvement program funding for one bus shelter for \$50,000 located at Laverne Collins Park and approval for the issuance of a request for qualifications for artist.



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

MEMO TO CITY ADMINISTRATOR AND CITY COUNCIL

Meeting Date: July 14, 2014

Subject: Creve Coeur Arts Commission Requests for Changes in Capital Improvement Program Funding of Bus Shelter and Issuance of a Request for Qualifications for Artist

Memo Prepared by: Whitney Kelly, AICP, City Planner

The Creve Coeur Arts Commission received approval for the funding of two artist-designed bus shelters, at \$30,000 each for a total of \$60,000, as part of the 2014/2015 CIP. The Arts Commission would like to request approval to issue a request for qualifications for one shelter at a proposed budget of \$50,000 instead of completing two shelters this year. The remaining \$10,000 would be used for site preparation, engineering costs, etc. The purpose of increasing the budget for one shelter is to entice more creativity, better quality of design, and provide for a more impactful art project. The Commission understands that the engineering costs involved became larger costs factors for a project of this scale, thus a need for more funds to complete one shelter. The selected location would be at the Laverne Collins Park (as the City has control over the location) or an alternate location to create an entry element near Warson Road and Olive Boulevard. However, this may delay the selection of the artist, while seeking approval from property owners.

Attachment: Memo on CIP Bus Shelter Change (1020 : FY14/15 Bus Shelter Request)



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/14/14 07:00 PM
Department: Legislative /City Clerk
Category: Report
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Cancellation of Second Meeting in July

The City Council typically cancels the 2nd meeting in July.