



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 9, 2018
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

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

6:00 p.m. - 7:00 p.m. - Work Session

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

1. CONSENT AGENDA

A. Council Minutes Dated June 25, 2018

BILLS PAYABLE REPORT

For Information Only

Summary: For your information and transmittal to the City Council, is a list of invoices paid June 21 through July 3, 2018 in the amount of \$606,025.94. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5719 - an Ordinance Amending the Adopted 2018 General, Capital and Public Safety Sales Tax Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments. Final Reading and Passage**

Summary: FY2018 budget amendment #9 for the police firing range renovation project.

NEW BUSINESS

- 3. Bill No. 5720 - an Ordinance Approving and Authorizing Execution of a Contract with St. Louis County, Missouri, for Next Generation 9-1-1 Service. First Reading**

Summary: NG9-1-1 services move beyond the current Enhanced 9-1-1 (E9-1-1) service which only provides an address (or latitude and longitude for wireless phones)



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and call back phone number. NG9-1-1 service is capable of handling additional data such as video, text messaging, and enhanced routing of calls.

4. Resolution No. 1364 - a Resolution of the City Council of the City of Creve Coeur, Missouri Approving Cooperative Purchasing Agreements with the Buyboard National Purchasing Cooperative and the General Services Administration (GSA).

Summary: A resolution to allow the City to enter into cooperative purchasing agreements with the National BuyBoard and the GSA to increase the effectiveness and efficiency of the competitive bidding process for the City of Creve Coeur. There are no costs for joining either agreement.

5. Resolution No. 1365 - a Resolution Authorizing the City Administrator of the City of Creve Coeur to Enter into an Agreement with Winning Technologies for the Purchase of Information Technology Management Services.

Summary: Approval of an agreement with Winning Technologies to provide information technology services to the city for \$3,801 per month. Services provided by Winning Technologies serve as a supplement to our in-house IT Coordinator and allows the city to maintain IT support with one full-time staff.

BUSINESS FROM MAYOR AND CITY COUNCIL

6. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

7. Proposed Changes to Deer Ordinance

Summary: The City Council has asked for a review of our current deer hunting ordinance in an effort to bring more hunters into the City for the purpose of harvesting deer. A comprehensive review and draft ordinance have been created for discussion.

8. First Council Meeting in September

Summary: The first meeting in September is proposed to be moved from Monday, September 10 to Tuesday, September 11, due to Rosh Hashana.

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 07/5/2018
Deborah Ryan, MPCC
City Clerk



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

Debbie Ryan
City Clerk
(314) 872-2517
www.creve-coeur.org/

Meeting: 07/09/18 07:00 PM

DOC ID: 3071

COUNCIL MINUTES (ID # 3071)

Council Minutes Dated June 25, 2018



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
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7:00 PM**

CALL 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 25, 2018 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mr. Glantz	Mayor
Ms. Travers	Council Member Ward 1
Mrs. Silverman	Council Member Ward 1
Mrs. Lawrence	Council Member Ward 2
Mr. Wang	Council Member Ward 2
Mrs. D'Alfonso	Council Member Ward 3
Dr. Hoffmann	Council Member Ward 3
Dr. Saunders	Council Member Ward 4
Mrs. Baseley	Council Member Ward 4

COMMENTS FROM THE GENERAL PUBLIC

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

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Wang moved, seconded by Council Member Lawrence to accept the agenda as presented.

Mark Perkins requested that Item 6 be moved to Item 17a – Resolution No. 1358.

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

Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Silverman – Aye
Council Member Wang – Aye
Council Member Travers – Aye
Council Member D'Alfonso – Aye
Council Member Lawrence – Aye



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Council Member Saunders – Aye

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

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

Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D'Alfonso – Aye
Council Member Travers – Aye
Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye

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

ANNOUNCEMENTS

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

1. CONSENT AGENDA

Council Member Saunders moved, seconded by Council Member Silverman to approve the consent agenda as presented.

a. Council Minutes Dated June 11, 2018

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

Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D'Alfonso – Aye
Council Member Travers – Aye

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



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BILLS PAYABLE REPORT

For Information Only

Summary: Listing of invoices paid 6/7/18 to 6/20/18

UNFINISHED BUSINESS

- 2. Bill No. 5715 - an Ordinance Amending Table A: Permitted and Conditional Uses and Provisions in Section 405.470 Conditional Uses, of Article VI Standards for Permitted, Accessory and Conditional Uses, of the Zoning Code of the City of Creve Coeur, Missouri to Allow Townhouses and Low and Medium Density Housing in the GC-General Commercial District, as Well as Providing Definitions for Such Uses. Final Reading and Passage**

City Clerk read Bill No. 5715 for the final time.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5715.

George Stock of Stock and Associates, representative for Payne Homes, stated the text amendment in front of Council for consideration is in line with the 2030 Comprehensive Plan for the City. The text amendment, as presented, is broader than what they originally requested. Applicant is suggesting reducing the building height from 45 feet to 35 feet, increasing the set back from 20 feet to 75 feet and deleting multifamily from the ordinance as proposed.

Jason Jaggi stated new comments had been added to the packet.

Colin Miller resident of Stacey Drive stated he is a business owner on N. Lindbergh and is in support of the development as the property in question continues to deteriorate.

Eric Svoboda resident of 20 Sunswept stated if the city continues to develop GC property in the city to multifamily residential then the city is going to have loss of sales tax revenue, loss of property values surrounding these types of properties and loss of commercial property with the inability to bring in more businesses.

Jennifer Svoboda resident of 20 Sunswept requested the Council review the lengthy discussion that Planning and Zoning Commission had regarding this development and listen to their concerns and objections.

Iris Cseek resident of 4 Sunswept also requested Council to review the Planning and Zoning Commission discussion and reasons for recommendation of denial. Requested Council to preserve the neighborhood and the GC Commercial properties left in the city.



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Lisa Wallis resident of 3 Sunswept stated Universal Design should be applied to development in this area.

Christy Jones resident of 3 Spoede Lane stated she is concerned with safety of proposed residents living near Lindbergh.

June Jeffries resident of 10327 N. Sunswept stated she feels that the text amendment would hurt residents and tax values. Proposed development is too dense.

Chris Pieper resident of 4 Sunswept stated he is opposed to the proposed development for all of the previously stated reasons.

John Murphy resident of 10305 N. Sunswept read and presented a statement for the record. (Exhibit A)

Angela Rose resident of 10335 N. Sunswept stated she is opposed to the proposed development for the anticipated loss of property values and the development will be too densely populated.

Shannon Schrader resident of 6 Sunswept stated the proposed text amendment goes against the language in the Comprehensive Plan as stated on pages 60, 102, 104, 105, 70 and 28 and she is opposed to the text amendment.

Scott Schrader resident of 6 Sunswept stated he is concerned with the traffic, no parking, safety, lack of green space and density of proposed development.

Thomas Moore resident of 8 Sunswept stated he is concerned with the reduction in GC property in the city and lack of renewed commercial development in the area.

Davie Rose resident of 10335 N. Sunswept read and presented a statement for the record. (Exhibit B)

Council Member D'Alfonso stated she is against multifamily homes at this time and would like to remove all references including Sections 32 and 33 from Bill No. 5715.

Council Member D'Alfonso moved, seconded by Council Member Baseley to remove Sections 32 and 33 from Bill No. 5715, with the vote upon such motion being as follows, to-wit:

Council Member Travers – Aye
Council Member D'Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Baseley - Aye
Council Member Silverman – Aye
Council Member Wang – Aye



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

Jason Jaggi stated the applicant did not request multifamily when they approached the city with this development. Staff was addressing all areas for future use as suggested in the Comp Plan.

Council Member Silverman asked regarding the FAR in Number 2 of the bill.

Jason Jaggi stated the suggested set back increase and height decrease would have more strict requirements for commercial than residential.

Carl Lumley stated to confirm, the height and set back requirements are not provisions listed in the ordinance before the Council.

Jason Jaggi stated those are set out in the GC Standards.

Council Member Silverman stated the FAR is for this ordinance.

Jason Jaggi stated correct.

Council Member Lawrence stated a stricter rule on height for residential has some validity.

Jason Jaggi stated commercial property does not function on a 24/7 basis, some do but not all.

Council Member Silverman asked about required parking for residential like the proposed development.

Jason Jaggi stated for townhomes it would be two spaces per unit and that is already covered.

Mayor Glantz called to question to approve Bill No. 5715 as amended, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Lawrence – Nay
Council Member D’Alfonso – Aye
Council Member Travers – Nay
Council Member Hoffman- Nay
Council Member Baseley – Aye
Council Member Silverman – Nay
Council Member Wang – Nay

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

3. Bill No. 5716 - an Ordinance Adopting the Annual Budget of the City of Creve Coeur for the Fiscal Year 2019 Commencing July 1, 2018 and Appropriating Funds Pursuant Thereto. Final Reading and Passage



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City Clerk read Bill No. 5716 for the final time.

Council Member Hoffman moved, seconded by Council Member Baseley to approve Bill No. 5716, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D’Alfonso – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5716 becomes Ordinance No. 5592

4. Bill No. 5717 - an Ordinance Approving Official Bond for Officers and Employees of the City Pursuant to Section 14.4 of the City Charter. Final Reading and Passage

City Clerk read Bill No. 5717 for the final time.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5717, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Baseley - Aye
Council Member Silverman – Aye
Council Member Wang – Aye
Council Member Travers – Aye
Council Member D’Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye

The vote on the motion being 8 ayes and 0 nay, motion carried. Bill No. 5717 becomes Ordinance No. 5593.

5. Bill No. 5718 - an Ordinance Amending the Personnel Policy and Procedures Manual of the City of Creve Coeur. Final Reading and Passage

City Clerk read Bill No. 5718 for the final time.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5718, with the vote upon such motion being as follows, to-wit:

Council Member Travers – Aye



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Council Member D'Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5718 becomes Ordinance No. 5594.

6. Resolution No. 1358 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with McConnell's of St. Louis, Inc., for the Beirne Park Tennis Court Improvements Project for the Amount of \$34,585.00.

Moved to Item 17a.

NEW BUSINESS

7. Bill No. 5719 - an Ordinance Amending the Adopted 2018 General, Capital and Public Safety Sales Tax Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations AND Unappropriations from Operating Departments. First Reading

City Clerk read Bill No. 5719 for the first time. Mark Perkins provided an explanation.

8. Resolution No. 1359 - a Resolution Approving Attorney Retainer Agreement Regarding Disputes Concerning Video Service Provider Fees.

City Clerk read Resolution No. 1359.

Council Member Silverman recused herself from the dais.

Council Member Hoffman moved, seconded by Council Member Wang to approve Resolution No. 1359, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D'Alfonso – Aye
Council Member Travers – Aye

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

Council Member Silverman returned to the dais.



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9. Resolution No. 1360 - a Resolution Authorizing the Retro-Fit of the Shooting Range with the Purchase of a Target Retrieval from Meggitt Defense Systems for an Amount Not to Exceed \$109,201.46.

City Clerk read Resolution No. 1360. Chief Eidman recommended approval.

Council Member Baseley moved, seconded by Council Member Hoffman to approve Resolution No. 1360, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D’Alfonso – Aye
Council Member Travers – Aye

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

10. Resolution No. 1361 - 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 2019 Fiscal Year for the Not-To-Exceed Contract Sum of \$506,549.20.

City Clerk read Resolution No. 1361.

Council Member Hoffman moved, seconded by Council Member Baseley to approve Resolution No. 1361.

Matt Wohlberg presented the bid results for the FY2019 concrete pavement replacement program and recommended M&H Concrete Contractors, Inc. for the project due to their low bid for the project and their past performance for the City. Mr. Wohlberg stated while the scope in the bid was consistent with the scope of work presented at the City Council work session on March 26, staff recommended adding some streets and sidewalks into the project to make the most of the favorable bid prices. The additional work represented an approximate 7.4% increase over the bid price.

Mayor Glantz called the question to approve Resolution No. 1361, with the vote upon such motion being as follows, to-wit:

Council Member Travers – Aye
Council Member D’Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye



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Council Member Baseley - Aye
Council Member Silverman – Aye
Council Member Wang – Aye

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

11. Resolution No. 1362 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Ford Asphalt Company for Asphalt Pavement Resurfacing Related to the Street Repair Program for the 2019 Fiscal Year for the Not-To-Exceed Contract Sum of \$266,716.00.

City Clerk read Resolution No. 1362.

Matt Wohlberg presented the bid results for the FY2019 asphalt pavement resurfacing program and staff is recommending Ford Asphalt Company for the project due to their past performance for the City and their low bid for the work. Mr. Wohlberg stated that the scope of work was consistent with the scope of work that was presented at the City Council work session on March 26, and that the bid price was within the City's budget for the work.

Council Member Saunders moved, seconded by Council Member Travers to approve Resolution No. 1362, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Travers – Aye
Council Member D'Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye

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

12. Resolution No. 1363 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with St. Louis County Regarding a Community Development Block Grant for Accessibility Improvements to the City's Public Pedestrian Facilities.

City Clerk read Resolution No. 1363.

Matt Wohlberg recommended that the City Council authorize staff to apply for the annual Community Development Block Grant (CDBG) program, a federal grant that offers the City up to \$20,000 each year. Mr. Wohlberg explained that this grant would be used to make accessibility improvements at the intersection of Magna Carta Drive and North New Ballas Road and that these improvements would likely be completed in the fall of 2019 or the spring of 2020.



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Council Member Hoffman moved, seconded by Council Member Baseley to approve Resolution No. 1363, with the vote upon such motion as follows, to-wit:

Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member D’Alfonso – Aye
Council Member Travers – Aye
Council Member Wang – Aye
Council Member Silverman – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye

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

APPOINTMENTS

13. Annual Appointments and Reappointments for Boards, Committees and Commissions

Mayor Glantz stated the Nominating Committee met on Monday, June 18, 2018 at 5:00 pm and made the following recommendations for appointments and reappointments:

Planning and Zoning Commission

- Muriel Hall – reappoint for 3 yrs (exp 6/30/2021)
- Gene Rovak – reappoint for 3 yrs (exp 6/30/2021)

Storm Water Committee

- Martin Jaffee – reappoint for 3 yrs (exp 6/30/2021)
- George Orton – appoint for 3 yrs (exp 6/30/2021)

Energy and Environment Committee

- Sherrie Green – reappoint for 3 yrs (exp 6/30/2021)
- Jason Muchow – reappoint for 3 yrs (exp 6/30/2021)
- Greg Campbell – reappoint for 3 yrs (exp 6/30/2021)
- Michael Barzoff – appoint for 1 yr (exp 6/30/2019)

Economic Development Committee

- John Meek – reappoint for 3 yrs (exp 6/30/2021)
- Chris Pickel – appoint for 1 yr (exp 6/30/2019) Chamber Representative

Arts Committee

- Dani Tierney – reappoint for 3 yrs (exp 6/30/2021)
- Judy Pass – reappoint for 3 yrs (exp 6/30/2021)
- Barbara Gervais – reappoint for 3 yrs (exp 6/30/2021)
- Jahn Epstein – reappoint for 3 yrs (exp 6/30/2021)
- Lynn Hamilton – reappoint for 3 yrs (exp 6/30/2021)

Building Board of Appeals



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- Williams Huss – reappoint for 3 yrs (exp 6/30/2021)

Employee Pension

- Kelly Sullivan – request to reappoint for 1 yr (exp 8/31/2019)
- David Caldwell – reappoint for 3 yrs (exp 8/31/2021)

Finance Committee

- Richard Kutta – reappoint for 3 yrs (exp 6/30/2021)

Personnel Appeals Board

- Eric Sterman – reappoint for 3 yrs (exp 6/30/2021)

Parks and Historic Committee

- Phyllis Cantor – reappoint for 3 yrs (exp 6/30/2021)
- David McCoy – appoint for 3 yrs (exp 6/30/2021)
- Rupi Pujji – appoint for 3 yrs (exp 6/30/2021)

Horticulture, Ecology and Beautification Committee

- Rachel Elibott – reappoint for 3 yrs (exp 6/30/2021)
- Claire Chosid – reappoint for 3 yrs (exp 6/30/2021)

Police and Safety Committee

- Melinda Maune – reappoint for 3 yrs (exp 6/30/2021)
- Bob Rubin – reappoint for 3 yrs (exp 6/30/2021)
- James Gerst – reappoint for 3 yrs (exp 6/30/2021)
- Mark Shook – reappoint for 3 yrs (exp 6/30/2021)

Council Member Wang moved, seconded by Council Member Baseley to approve the appointments and reappointments to boards, committees and commissions as recommended, with the vote upon such motion being as follows, to-wit:

Council Member Travers – Aye
Council Member D'Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Silverman – Aye
Council Member Wang – Aye

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

Council Member Lawrence asked about the status of the consideration and review of consolidating boards and committees and the status of the request of the Finance Committee to form a subcommittee.



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Council Member Saunders stated after review they felt that the boards and committees should remain as they are; however, Council needs to figure out ways to reinvigorate the Economic Development Committee.

14. Council Liaison Appointments for FY19 Boards and Committees

Mayor Glantz stated the Council Liaison appointments for the FY19 are as follows:

Arts Committee – Council Member Saunders
Economic Development Committee – Council Member D'Alfonso
Employee Pension – Council Member Lawrence
Energy and Environment – Council Member Travers
Finance Committee – Council Member Silverman
Horticultural, Environmental and Beautification – Council Member Wang
Parks Committee – Council Member Baseley
Police and Safety – Council Member Baseley
Storm Water Committee – Council Member Hoffman

BUSINESS FROM MAYOR AND CITY COUNCIL

15. Council Liaison Reports

No reports.

BUSINESS FROM CITY ADMINISTRATOR

16. Utility Tax Rate Options

Mark Perkins stated During the May 29 Work Session, Council asked staff to provide a variety of utility rate options for further consideration. The City's current utility rates are set at 7%, except residential electric, which is 5.5%. The City's maximum allowable rate is 10%, subject to City Council approval.

Below are several options for Council consideration:

- Option 1 – FY2019 Budget includes 7.5% for all utilities, except residential electric is at 6%; additional projected annual revenue: \$382,300
- Option 2 –All residential at 7% and all commercial at 7.5% - \$420,944
- Option 3– All residential and commercial rates at 7.5% - \$567,526
- Option 4 – All residential at 7% and all commercial at 8% - \$656,656
- Option 5 – All residential at 7.5% and all commercial at 8% - \$803,233

An Ameren electric bill would have the following additional costs per the options above:

Residential Electric Bill per month Commercial Electric Bill per month

Current - \$150 x 5.5% = \$8.25 Current - \$400 x 7% = \$28

Option 1 - \$150 x 6% = \$9.00 (\$.75 incr.) Option 1 - \$400 x 7.5% = 30 (\$2 incr.)



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Option 2 - $\$150 \times 7\% = \10.50 (2.25 incr.) Option 2 - $\$400 \times 7.5\% = \30 (\$2 incr.)
 Option 3 - $\$150 \times 7.5\% = \11.25 (\$3 incr.) Option 3 - $\$400 \times 7.5\% = \30 (\$2 incr.)
 Option 4 - $\$150 \times 7\% = \10.50 (\$2.25incr.) Option 4 - $\$400 \times 8\% = \20 (\$4 incr.)
 Option 5 - $\$150 \times 7.5\% = \11.25 (\$3 incr.) Option 5 - $\$400 \times 8\% = \20 (\$4 incr.)

Council Member Baseley stated she is in favor of Option 5 as it would be easier to explain to residents.

Council Member D'Alfonso stated her only reservation with Option 4 from Option 5 is the survey results.

Council Member Hoffman stated the Supreme Court approved the collection of online sales tax and that might change our approach.

Council Member Lawrence stated not sure it will as we need to do something immediately and it will be a while before online taxes are collected.

Council Member Saunders stated he agrees and is in favor of Option 4.

Mayor Glantz agreed.

Council Member Baseley stated per the survey results, services are important to the residents.

Council Member Hoffman stated he is in favor of Option 4.

Council Member Silverman stated she is comfortable with the option as well but want to take a look at the whole picture instead of piece meal fixes to issues.

Mark Perkins stated staff has been reviewing short and long-term approach and the Finance Committee is still actively working on these options. Carl Lumley stated that Ameren rates would be going down, which will reduce license taxes.

17. Municipal Park Grant Project Outlook

Matt Wohlberg presented a staff report to the City Council that discussed several options for how to pursue Municipal Park Grant funding this year and in the next five to six years. This discussion became necessary, because the design of the golf course irrigation project (the planned application for August 2018) found that the cost of the project would be significantly higher than originally estimated. Staff weighed the costs and benefits of various sequences of grant applications for the golf course irrigation project, a project to replace the tennis courts at both Beirne Park and Lake School Park, a project to overhaul the refrigeration system at the Creve Coeur Ice Arena, and a project to fortify the beams at the Creve Coeur Ice Arena to help prevent another beam failure. Mr. Wohlberg stated staff recommends that the City pursue a grant for the Ice Arena beam project in order to minimize the immediate impact on the City's budget, to minimize the City's risk for another beam failure, and to give the City Council time to consider the other projects through the annual capital improvement plan process.



**MINUTES
CITY OF CREVE COEUR
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300 NORTH NEW BALLAS RD
JUNE 25, 2018
7:00 PM**

Council Member Lawrence asked when the irrigation system is replaced will the operating cost difference be between the old and new system.

Jason Valvero stated approximately 15%.

Council Member Baseley asked about the refrigerant for the ice arena.

Matt Wohlberg stated consultants are uncertain on which refrigerant to recommend to use for future use.

The City Council agreed with staff's recommendation.

17a.Resolution No. 1358 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with McConnell's of St. Louis, Inc., for the Beirne Park Tennis Court Improvements Project for the Amount of \$34,585.00.

City Clerk read Resolution No. 1358.

Matt Wohlberg presented a recommendation to hire McConnell's of St. Louis, Inc. to repair and repaint the tennis courts at Beirne Park. These courts are in poor condition, and the improvements included with this project would bring the courts into playable condition for the next five years. Mr. Wohlberg stated that there was only one bid for the project, but that the bid was advertised two times in an attempt to get more participation. Mr. Wohlberg stated staff attributed the low bid turnout to the fact that there are not many tennis court contractors in the St. Louis area that are capable of what the City requires.

Council Member Wang asked about the possibility of adding pickle ball lines to the courts at Beirne Park, and staff stated that this should be possible, but that it would involve additional hardware for the net.

Mr. Wohlberg recommended adding the pickle ball lines and net equipment to one court at Beirne Park, so that the pickle ball and youth lines do not become too confusing.

Mayor Glantz called the question to approve Resolution No. 1358, with the vote upon such motion being as follows, to-wit:

Council Member Travers – Aye
Council Member D'Alfonso – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Baseley - Aye
Council Member Silverman – Aye
Council Member Wang – Aye

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



**MINUTES
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JUNE 25, 2018
7:00 PM**

Council Member Hoffman moved, seconded by Council Member Baseley to adjourn at 9:16 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member Silverman - Aye
Council Member D'Alfonso – Aye
Council Member Baseley – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Travers - Aye

The vote on the motion being 8 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

SCHEDULED

Meeting: 07/09/18 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Christy Williams
Initiator: Lori Obermoeller
Sponsors:

INVOICES PAID LISTING (ID # 3069)

DOC ID: 3069

Invoices Paid Listing

For your information and transmittal to the City Council, is a list of invoices paid June 21 through July 3, 2018 in the amount of \$606,025.94. 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 3, 2018
TO: Mark Perkins, City Administrator
FROM: Lori Obermoeller, Director of Finance
SUBJECT: Invoices Paid

For your information and transmittal to the City Council, is a list of invoices paid June 21 through July 3, 2018 in the amount of \$606,025.94

Vendor	APInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
Department - No Division 00-00						
02515	11253827 062518	14-Jun-18	NEOPOST	POSTAGE	01-00-00-1652	3,000.00
00066	000290653	20-Jun-18	FROESEL OIL	DIESEL FUEL SHOP	01-00-00-1653	638.20
00105	0346-019940588-P	15-Jun-18	REPUBLIC SERVICES	TRASH & RECYCLING RESIDENTIAL	01-00-00-1655	481.65
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	AIRFARE INT CODE COUNCIL CONF	01-00-00-1656	512.10
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	INT CODE COUNCIL CONF DEP	01-00-00-1656	191.48
00182	W-10-QTR-6/18	30-Jun-18	GREGORY F.X. DALY, COLLECTOR OF REVENUE	1ST QUARTER EARNINGS TAXES	01-00-00-2101	393.88
02829	061518 PAYROLL	15-Jun-18	DIANA S DAUGHERTY	PAYROLL FOR - 061518	01-00-00-2111	137.50
02829	062918 PAYROLL	29-Jun-18	DIANA S DAUGHERTY	PAYROLL FOR - 062918	01-00-00-2111	137.50
02406	0718	20-Jun-18	ST LOUIS AREA INSURANCE TRUST	GROUP HEALTH JULY 18	01-00-00-2211	97,777.01
00062	5166-3075 7/18	30-Jun-18	DELTA DENTAL OF MISSOURI	GROUP DENTAL JULY 18	01-00-00-2213	7,194.78
02611	163539302	01-Jul-18	FIDELITY SECURITY LIFE INSURANCE COMPANY	VOL VISION JULY 2018	01-00-00-2218	837.54
01222	0093442-001 7/18	18-Jun-18	UNUM LIFE INSURANCE	LONG TERM CARE JUL 18	01-00-00-2219	131.90
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	TRAINING DEATH NOTIFICATIONS	01-00-00-2411	60.00
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	ONLINE-COURSE	01-00-00-2411	97.00
00134	28953429 MAY	05-Jun-18	BANK OF AMERICA	MAPERS	01-00-00-2844	75.00
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	INDOX PRINTING	01-00-00-4722	208.75
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	INDOX FULL SIZE BLACK & WHITE	01-00-00-4722	47.80
Legislative						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	LEGIS-1112	01-11-12-5243	695.51
02689	062918	29-Jun-18	RICHARD C. BRESNAHAN, ATTY	PROS ATTY SVS FEES JUNE	01-11-12-6201	3,409.00
00537	004	27-Jun-18	VIDEMSCHEK, GIGI	LEGAL AND ACCOUNTING SERVICE	01-11-12-6201	900.00
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	MAYOR PD RECOGNITION LUNCH	01-11-12-6261	40.00
00134	51919529 MAY	05-Jun-18	BANK OF AMERICA	BAGELS	01-11-12-6264	24.95
00134	28244505 MAY	05-Jun-18	BANK OF AMERICA	FOOD FOR COUNCIL	01-11-12-6264	462.95
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	CITY CLERK-1113	01-11-13-5243	1,497.34
00134	28244505 MAY	05-Jun-18	BANK OF AMERICA	NOTARY FOR MARTHA	01-11-13-6202	26.25
02790	19049	29-Jun-18	AMERICAN DOCUMENT DESTRUCTION	PAPER SHREDDING	01-11-13-6202	50.00
01720	PH061118	25-Jun-18	MARSHALL, SHERRY CCR	PUBLIC HEARING 6/11/18	01-11-13-6202	146.00
00549	062918	29-Jun-18	MISSOURI CCFO ASSOCIATION-EASTERN DIVISION	MOCCFOA 2018-2019 RYAN/STUTTE	01-11-13-6262	35.00
00549	070218	02-Jul-18	MISSOURI CCFO ASSOCIATION-EASTERN DIVISION	MON LUNCHEON 7/18 NEW MELLE	01-11-13-6264	16.00
Administration						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	ADMIN-1210	01-12-10-5243	741.62
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	ADMIN-1211	01-12-11-5243	5,646.64
01262	42586	29-Jun-18	SPECIALTY MAILING	10 MONTHS HANDLING & MAILING O	01-12-11-6203	347.80

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
02518	5905	01-Jul-18	PREFERRED RESOURCE NETWORK, INC.	EMPLOYEE ASSISTANCE PROGRAM AN	01-12-11-6203	817.50
02172	23061	20-Jun-18	ETC INSTITUTE	CONDUCT RESIDENT SURVEY W/REPO	01-12-11-6203	4,220.00
02520	80559	31-May-18	SWIFT PRINT COMMUNICATIONS	10 STANDARD 8 PAGE NEWSLETTERS	01-12-11-6203	1,697.83
00134	16574905 MAY	05-Jun-18	BANK OF AMERICA	HEART TO HEART RUN ADVERTISING	01-12-11-6260	7.70
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	PERKINS PD RECOGNITION LUNCH	01-12-11-6261	40.00
00134	16574905 MAY	05-Jun-18	BANK OF AMERICA	MONTHLY SUBSCRIPTION	01-12-11-6262	70.00
00134	51919529 MAY	05-Jun-18	BANK OF AMERICA	WALL STREET JOURNAL	01-12-11-6262	40.14
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	SHRM RECERTI LAUREN KHAWAJA	01-12-11-6262	100.00
00134	51919529 MAY	05-Jun-18	BANK OF AMERICA	BAGELS RICH NOLL RECEPTION	01-12-11-6264	16.16
00136	E3789	18-Jun-18	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	CHAMBER LUNCHEON 6/18	01-12-11-6264	22.00
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	MCMA SPRING CONFERENCE	01-12-11-6265	303.49
00304	071218	02-Jul-18	SLACMA	SLACMA MEETING SHARON STOTT	01-12-11-6265	15.00
00134	16574905 MAY	05-Jun-18	BANK OF AMERICA	3CMA ENTRY FEE SAVVY AWARD	01-12-11-7304	95.00
Mis						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	ADMIN-MIS 1251	01-12-51-5243	1,019.65
00134	67781492 MAY	05-Jun-18	BANK OF AMERICA	DELL MEMORY UPGRADE 4G	01-12-51-6213	111.62
00134	67781492 MAY	05-Jun-18	BANK OF AMERICA	SECURA KEY AND CONNECTOR CABLE	01-12-51-6213	41.84
01311	2055428	25-Jun-18	BARRACUDA NETWORKS	BARRACUDE CLOUD STORAGE UPGRAD	01-12-51-6213	577.50
01083	171581	30-Jun-18	CIVIC PLUS	SSL CERTIFICATE/ANNUAL FEE	01-12-51-6213	100.00
00073	NBK8930	13-Jun-18	CDW-G	HP LASERJET M254DW	01-12-51-6213	212.43
00073	NBV3475	14-Jun-18	CDW-G	IX500 SCANNER	01-12-51-7331	408.31
00134	67781492 MAY	05-Jun-18	BANK OF AMERICA	MESH OFFICE CHAIR	01-12-51-9504	197.95
Finance						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	FINANCE-1311	01-13-11-5243	4,997.69
00134	67996033 MAY	05-Jun-18	BANK OF AMERICA	JIM'S APWA RENEWAL	01-13-11-6262	196.00
00134	28953429 MAY	05-Jun-18	BANK OF AMERICA	GFOA CONFERENCE	01-13-11-6265	5.00
Municipal Court						
01374	INV224	25-Jun-18	ENGELMEYER & PEZZANI LLC	JUDICIAL SERVICES AS CONTRACTE	01-13-14-5102	2,013.00
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	FIN-COURT 1314	01-13-14-5243	2,163.94
00050	INV0061207	15-Jun-18	REJIS	JUNE SERVICES	01-13-14-6202	1,167.70
Interdepartmental						
02406	0718	20-Jun-18	ST LOUIS AREA INSURANCE TRUST	GROUP HEALTH JULY 18	01-13-15-5230	13,821.03
00062	5166-3075 7/18	30-Jun-18	DELTA DENTAL OF MISSOURI	GROUP DENTAL JULY 18	01-13-15-5233	241.89
00154	9004692493	18-Jun-18	KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE 3/19-6/18/18	01-13-15-6213	696.69
00051	SC0416	21-Jun-18	SLAIT	DED CLAIM #SC0146 (12/28/17)	01-13-15-6220	500.00
00965	IN000000733536	06-Jun-18	VIP	PUSH BUMPER CAR #2403	01-13-15-6220	258.78
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	GEN LIABILITY & POLICE; AUTO	01-13-15-6220	25,446.00
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	WC SECOND INJURY FUND	01-13-15-6220	3,408.00
01739	314A73-0714 6/18	25-Jun-18	AT&T	ANALOG LINES	01-13-15-6253	285.80
00134	92119441	05-Jun-18	BANK OF AMERICA	WATER PUMP WELLNESS COURTYD	01-13-15-6272	13.99
00134	92119441	05-Jun-18	BANK OF AMERICA	BIRDBATH WELLNESS COURTYARD	01-13-15-6272	101.19
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	FLATWAARE AND FLATWARE TRAY	01-13-15-6272	35.00
00080	6034-113-5	21-Jun-18	DIERBERGS	ICE CREAM SOCIAL WELLNESS COM	01-13-15-6272	117.05
00045	154352545001	21-Jun-18	OFFICE DEPOT	LABELS, WASTE BASKETS	01-13-15-7312	76.66
00045	154352197001	21-Jun-18	OFFICE DEPOT	TONER/WASTEBASKETS	01-13-15-7312	486.46
00134	28244505 MAY	05-Jun-18	BANK OF AMERICA	EMPLOYEE GARDEN PLANTS	01-13-15-7317	75.81
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	FRUIT WELLNESS COMMITTEE	01-13-15-7317	146.00

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	ADIRONACK CHAIR	01-13-15-7317	229.98
00134	03951536 MAY	05-Jun-18	BANK OF AMERICA	COOLING BANDANAS	01-13-15-7317	214.72
Community Services						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	COM.SERV-1411	01-14-11-5243	1,038.22
01693	100709948	15-Jun-18	RICOH USA, INC	METER READS	01-14-11-6213	43.66
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	FARMERS MARKET PORT A POTTY	01-14-11-6230	112.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	FARMERS MARKET BANNER	01-14-11-6230	204.30
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	ADS FOR CONCERT SERIES & FM	01-14-11-6230	660.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	FRMERS MARKET BUNGE CORDS	01-14-11-6230	15.88
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	FARMERS MARKETTEARDROOP BANNER	01-14-11-6230	396.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	FARMERS MARKET FB BOOST	01-14-11-6230	20.00
02538	1021	01-Jul-18	PARTIES BY PRILLA LLC	PRINCESS FOR FARMERS MKT	01-14-11-6230	125.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	ADS FOR CONCERT SERIES & FM	01-14-11-6260	660.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	H2H SUPPLIES	01-14-11-6281	27.18
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	H2H FB REPORT	01-14-11-6281	27.13
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	H2H SUPPLIES	01-14-11-6281	82.22
01920	2039	05-Jun-18	BIG RIVER RACE MANAGEMENT	BOX PINS	01-14-11-6281	15.00
01920	2039	05-Jun-18	BIG RIVER RACE MANAGEMENT	BASE FEE	01-14-11-6281	1,800.00
01920	2039	05-Jun-18	BIG RIVER RACE MANAGEMENT	START MATS	01-14-11-6281	300.00
01920	2039	05-Jun-18	BIG RIVER RACE MANAGEMENT	RACE CASTING	01-14-11-6281	126.50
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	POP UP TENTS	01-14-11-7304	83.94
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	LTS CONES, PLUMBING SUPPLIES	01-14-11-7304	35.00
Building Maintenance						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	MAINT-1611	01-16-11-5243	1,321.44
00162	13915103 052518	21-Jun-18	MISSOURI AMERICAN WATER CO.	REBILL FEB - MAY 2018	01-16-11-6254	27.50
00116	1434423938	21-May-18	SAM'S CLUB	KITCHEN SUPPLIES	01-16-11-7304	77.09
01550	313837759	26-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM GOV'T CENTER MAINT	01-16-11-7308	4.07
00275	55031-62002 6/18	17-Nov-67	AMERENUE	CITY HALL ELECTRICITY	01-16-11-6250	8,075.54
Police - Admin						
00125	441413-80	11-Jun-18	LEON UNIFORM	RET PANTS PO MACKEEEN	01-21-11-5107	-79.50
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	P.D. ADMIN-2111	01-21-11-5243	8,497.50
00050	INV0061028	15-Jun-18	REJIS	MCAFFEE AV ANNUAL SUPPORT	01-21-11-6202	300.00
00050	INV0060931	31-May-18	REJIS	NEW PD BLDG SUPPORT ISSUES	01-21-11-6202	129.00
00050	INV0061029	15-Jun-18	REJIS	REJIS USER SUBSCRIPTION FEES	01-21-11-6202	4,030.39
00050	INV0061029-P2	15-Jun-18	REJIS	NETMOTION CONNECTION WIRELESS	01-21-11-6202	8.00
00050	INV0061029-P2	15-Jun-18	REJIS	10% MONTHLY REBATE SUBSCRIPTIO	01-21-11-6202	-403.04
00050	INV0061029-P2	15-Jun-18	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	INV0061029-P2	15-Jun-18	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	INV0061029-P2	15-Jun-18	REJIS	CISCO ASA 5505 MAIN	01-21-11-6202	20.77
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	LUNCH ASSESSORS /SGTS PROCESS	01-21-11-6203	37.98
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	LODGING ASSESSORS /SGTS PROCES	01-21-11-6203	126.56
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	LODGING ASSESSORS /SGTS PROCES	01-21-11-6203	63.28
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	LODGING ASSESSORS /SGTS PROCES	01-21-11-6203	63.28
00050	INV0061029-P	15-Jun-18	REJIS	12 GLOBAL SOFTWARE CAD MOBILE	01-21-11-6213	1,155.00
00050	INV0061029-P2	15-Jun-18	REJIS	12 VERIZON DATA LINES	01-21-11-6253	588.00
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	BOOKS FOR SGTS PROCESS	01-21-11-6262	29.76
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	PD RECOGNITION LUNCH	01-21-11-6264	106.30
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	LUNCH FOR SGTS VOTING PROCESS	01-21-11-6264	32.66
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	M PC CONF REGISTRATION FEE	01-21-11-6265	275.00

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
02755	81872476	25-Jun-18	ST LOUIS PRINT GROUP LLC	1,000 NO PARKING SIGNS	01-21-11-7304	147.49
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	GAS FOR CHIEFS VEHICLE 2414	01-21-11-7307	35.00
00134	92497418 MAY	05-Jun-18	BANK OF AMERICA	GAS FOR CHIEFS VEHICLE 2414	01-21-11-7307	41.15
Police - Investigations						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	PD-INVEST 2121	01-21-21-5243	6,808.51
00050	INV0061030	18-Jun-18	REJIS	LOG TAPE SEARCHES (5)	01-21-21-6202	125.00
00050	INV0061029-P2	15-Jun-18	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
01720	PH062018	20-Jun-18	MARSHALL, SHERRY CCR	INTERVIEW TRANSCRIPTS & CD	01-21-21-6203	456.50
Police - Patrol						
00125	441413-04 P	12-Jun-18	LEON UNIFORM	UNIFORM ITEMS FOR PO MACKEEN	01-21-22-5107	152.75
00125	441413-4 P1	12-Jun-18	LEON UNIFORM	UNIFORM ITEMS PO MACKEEN	01-21-22-5107	232.25
00125	443916-01	12-Jun-18	LEON UNIFORM	MISC UNIFORM ITEMS FOR PO WEBE	01-21-22-5107	932.21
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	PD-PATROL 2122	01-21-22-5243	47,222.18
00426	42124	12-Jun-18	ADGRAPHIX	DIGITALLY PRINTED REFLECTIVE	01-21-22-6210	190.00
00426	42124	12-Jun-18	ADGRAPHIX	INSTALLATION CHARGE	01-21-22-6210	69.00
00426	42124	12-Jun-18	ADGRAPHIX	REMOVAL OF EXISTING GRAPHICS &	01-21-22-6210	120.00
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	61 CAR WASHES	01-21-22-6210	122.00
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	(2) CUPHOLDERS FOR MOTORYCYCLE	01-21-22-6210	68.41
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	MOTORCYCLE SUPPLIES	01-21-22-6210	94.94
01821	6117364/3	18-Jun-18	ALL STAR DODGE CHRYSLER JEEP	RADIATOR, THERMOSTGAT, HOSES	01-21-22-6210	1,241.78
01821	6117364/3-P 6/18	18-Jun-18	ALL STAR DODGE CHRYSLER JEEP	REPAIRS TO CAR #2406	01-21-22-6210	304.71
01821	6118589/1	18-Jun-18	ALL STAR DODGE CHRYSLER JEEP	RADIATOR, THERMOSTGAT, HOSES,	01-21-22-6210	158.22
02119	397406	22-Jun-18	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR #2416 3,000 MILE SVS	01-21-22-6210	42.95
02870	18-10073	26-Jun-18	CUSTOM VEHICLLE UPFITTERS	CHANGEOVER FOR 3 DODGE CHARGER	01-21-22-6210	201.17
02870	18-10072	26-Jun-18	CUSTOM VEHICLLE UPFITTERS	CHANGEOVER FOR 3 DODGE CHARGER	01-21-22-6210	1,278.00
00426	42234	27-Jun-18	ADGRAPHIX	DIGITALLY PRINTED REFLECTIVE	01-21-22-6210	190.00
00426	42234	27-Jun-18	ADGRAPHIX	INSTALLATION CHARGE	01-21-22-6210	69.00
00426	42234	27-Jun-18	ADGRAPHIX	REMOVAL OF EXISTING GRAPHICS &	01-21-22-6210	120.00
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	POSTAGE TO US SECRET SERVICE	01-21-22-6211	10.45
00091	260822	25-Jun-18	WIRELESS USA	(1) WALKIE TALKIE BATTERY	01-21-22-6211	178.69
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	CASE & SCREEN PROTE FOR IPHONE	01-21-22-6253	43.41
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	CASES FOR NEW IPHONES	01-21-22-6253	175.94
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	LODGING CRIME PREV. CONFERENCE	01-21-22-6265	352.80
00295	7310001	26-Jan-18	CARDIAC SCIENCE	9 POWERHEART AED G3 PEDIATRIC	01-21-22-6271	675.00
00295	7310001	26-Jan-18	CARDIAC SCIENCE	12 POWERHEART AED G3 ADULT	01-21-22-6271	390.48
00295	7310001	26-Jan-18	CARDIAC SCIENCE	AED BATTERY	01-21-22-6271	249.00
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	CLOCK COMMANDERS OFFICE	01-21-22-7302	33.45
00116	1313819492	07-May-18	SAM'S CLUB	(2)4-PKS DISINFECTING WIPES	01-21-22-7304	17.96
00134	99380894 MAY	05-Jun-18	BANK OF AMERICA	GAS FOR MOTORCYCLES	01-21-22-7307	57.40
00125	441413-04	12-Jun-18	LEON UNIFORM	BALLISTIC VEST FOR PO MACKEEN	01-21-22-9503	775.00
02870	18-100061	05-Jun-18	CUSTOM VEHICLLE UPFITTERS	LOFT EXPLORER 2018	01-21-22-9503	477.90
00125	443925	12-Jun-18	LEON UNIFORM	BALLISTIC VEST PO WEBER	01-21-22-9503	775.00
Public Works						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	PW ADMIN-3111	01-31-11-5243	5,030.50
Streets						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	PW STREET-3141	01-31-41-5243	7,769.06
02676	1261-2500003814	11-Jun-18	EXCEL TEMPORARY SERVICES	TEMP HELP W/O 6/5/18	01-31-41-6207	1,235.40
02676	1261-2500003834	18-Jun-18	EXCEL TEMPORARY SERVICES	TEMP HELP SHOP	01-31-41-6207	276.90

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
02676	1261-2500003835	18-Jun-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	881.82
02676	1261-2500003813	11-Jun-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-41-6207	340.80
00970	1388-276983	15-Jun-18	O'REILLY AUTO PARTS	AC REPAIR ON TRUCK #304	01-31-41-6210	23.67
00970	1388-277114	26-Jun-18	O'REILLY AUTO PARTS	FLUID FOR TRUCKS	01-31-41-6210	40.47
00970	1388-277022	25-Jun-18	O'REILLY AUTO PARTS	A/C SENSOR TRUCK #204	01-31-41-6210	10.74
00127	319647	19-Jun-18	ERB EQUIPMENT COMPANY	REPAIR ON BACKHOE	01-31-41-6211	558.75
02638	839571	19-Jun-18	WM NOBBE & COMPANY, INC.	SENSOR FOR GATOR	01-31-41-6211	232.39
02638	840280	19-Jun-18	WM NOBBE & COMPANY, INC.	BLADES FOR FLAIL MOWER	01-31-41-6211	315.84
00042	197859	19-Jun-18	MPR SUPPLY	IRRIGATION REPAIR BRIDGE DECK	01-31-41-6211	14.70
00042	198095	21-Jun-18	MPR SUPPLY	IRRIGATIN PARTS	01-31-41-6211	110.37
01550	313789367-P1	12-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-6212	4.39
01550	313813475	19-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-6212	4.39
01550	313837758	26-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-6212	4.11
01550	313837758-P	26-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL SHOP	01-31-41-6212	0.28
00593	15730	19-Jun-18	THE GREENWOOD GROUP LLC	RIGHT OF WAY MAINTENANCE SERVI	01-31-41-6212	433.26
00593	15787	19-Jun-18	THE GREENWOOD GROUP LLC	GROUPS MAINTENANCE SERVICES	01-31-41-6212	1,823.73
02646	00018	18-Jun-18	CBB	TRAFFIC SIGNAL SERVICE-	01-31-41-6251	120.00
00275	55031-62002	18-Jun-18	AMERENUE	STREET LIGHTING	01-31-41-6251	9,972.10
00275	55031-62002 6/18	13-Jun-18	AMERENUE	STREET DEPARTMENT ELECTRIC	01-31-41-6250	1,586.00
01739	3149691849 6/18	19-Jun-18	AT&T	SERVICE @ OLIVE & 270	01-31-41-6253	141.29
00160	0473730-0 5/18	19-Jun-18	MSD	996 E RUE DE LA BANQU ST	01-31-41-6254	34.07
00160	0549319-2 5/18	21-Jun-18	MSD	1030 N. LINDBEGH BLVD	01-31-41-6254	24.47
01980	9319058	12-Jun-18	BLUE CHIP EXTERMINATING	PEST CONTROL GARAGE	01-31-41-7301	26.50
00789	123868	27-Jun-18	K&K SUPPLY	GREASE FUN FOR SHOP	01-31-41-7302	161.74
01550	20903194	25-May-18	ARAMARK UNIFORM SERVICES	108 SAFETY GREEN T-SHIRT W/POC	01-31-41-7308	792.78
01550	313789367-P1	12-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-7308	63.82
01550	313813475	19-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-7308	64.40
01550	313837758	26-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-41-7308	59.01
00010	1018835	18-Jun-18	BRANNEKY HARDWARE	HOOKS, ROPE /BANNERS OLIVE	01-31-41-7311	35.87
00562	8913	25-Jun-18	TRAFFIC CONTROL COMPANY	A-FRAMES CREVE COEUR PARADE	01-31-41-7311	252.00
Health & Environment						60,277.43
00105	0346-019940588	15-Jun-18	REPUBLIC SERVICES	TRASH & RECYC SCV FOR RESIDENT	01-31-42-6214	1,868.33
00105	346019961627	20-Jun-18	REPUBLIC SERVICES	TRASH & RECYC SCV FOR RESIDENT	01-31-42-6214	
Parks						2,474.90
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	PW PARKS-3143	01-31-43-5243	411.80
02676	1261-2500003814	11-Jun-18	EXCEL TEMPORARY SERVICES	TEMP HELP W/O 6/5/18	01-31-43-6207	92.30
02676	1261-2500003834	18-Jun-18	EXCEL TEMPORARY SERVICES	TEMP HELP SHOP	01-31-43-6207	293.94
02676	1261-2500003835	18-Jun-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	113.60
02676	1261-2500003813	11-Jun-18	EXCEL TEMPORARY SERVICES	TEMP SERVICES 7/1/17-6/30/18	01-31-43-6207	7.89
00970	1388-276983	15-Jun-18	O'REILLY AUTO PARTS	AC REPAIR ON TRUCK #204	01-31-43-6210	13.49
00970	1388-277114	26-Jun-18	O'REILLY AUTO PARTS	FLUID FOR TRUCKS	01-31-43-6210	3.58
00970	1388-277022	25-Jun-18	O'REILLY AUTO PARTS	A/C SENSOR TRUCK #204	01-31-43-6210	186.25
00127	319647	19-Jun-18	ERB EQUIPMENT COMPANY	REPAIR ON BACKHOE	01-31-43-6211	77.47
02638	839571	19-Jun-18	WM NOBBE & COMPANY, INC.	SENSOR FOR GATOR	01-31-43-6211	105.28
02638	840280	19-Jun-18	WM NOBBE & COMPANY, INC.	BLADES FOR FLAIL MOWER	01-31-43-6211	36.79
00042	198095	21-Jun-18	MPR SUPPLY	IRRIGATION PARTS	01-31-43-6211	7.58
00010	1019306	25-Jun-18	BRANNEKY HARDWARE	PARTS FOR PARKS RESTROOM	01-31-43-6212	21.95
00010	1018862	19-Jun-18	BRANNEKY HARDWARE	PARK SUPPLIES	01-31-43-6212	13,525.60
02904	6043	25-Jun-18	DURA-SEAL PAVING CONTRACTOR	CONWAY PARK PATH REPAIRS	01-31-43-6212	1,755.00

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
02770	18-2015	18-Jun-18	BAXTER GARDENS	IRRIGATION & PLUMBING BACKFLOW	01-31-43-6212	65.00
02770	18-2015-P	18-Jun-18	BAXTER GARDENS	IRRIG, PLUMBING BACKFLOW TEST	01-31-43-6212	101.97
00010	1019247	26-Jun-18	BRANNEY HARDWARE	IRRIGATION SUPPLIES PARKS	01-31-43-6212	65.00
01980	9324492	12-Jun-18	BLUE CHIP EXTERMINATING	ANT CONTROL TAPMEYER HOUSE	01-31-43-6224	165.00
01919	IN27722	28-Feb-18	ATIS ELEVATOR INSPECTIONS LLC	ANNUAL INSPECTION	01-31-43-6224	28.44
00275	55031-62002 6/18	13-Jun-18	AMERENUE	PARKS DEPARTMENT ELECTRIC	01-31-43-6250	765.21
00160	0472261-7 5/18	19-Jun-18	MSD	12100 CONWAY RD	01-31-43-6254	34.07
00160	0473730-0 5/18	19-Jun-18	MSD	996 E RUE DE LA BANQU ST	01-31-43-6254	36.38
00160	0578025-9 5/18	22-Jun-18	MSD	1000 BARNES WEST PER MSD	01-31-43-6254	32.41
00160	0578184-4 5/18	22-Jun-18	MSD	601 COEUR DE VILLE DR	01-31-43-6254	72.11
00160	0783768-5 05/18	15-Jun-18	MSD	902 N MASON RD	01-31-43-6254	662.50
00173	IN150280	18-Jun-18	SUPREME TURF PRODUCTS	CHEMICALS FOR CONWAY LAKE	01-31-43-7301	26.50
01980	9319058	12-Jun-18	BLUE CHIP EXTERMINATING	PEST CONTROL GARAGE	01-31-43-7301	84.00
00134	67996033 MAY	05-Jun-18	BANK OF AMERICA	FLOWERS	01-31-43-7303	264.26
01550	20903194	25-May-18	ARAMARK UNIFORM SERVICES	37 SAFETY GREEN T-SHIRT W/POCK	01-31-43-7308	16.97
01550	313789367-P1	12-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL & CLEANING, PAR	01-31-43-7308	4.30
01550	313789367-P2	12-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL SHOP	01-31-43-7308	21.47
01550	313813475-P	19-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL FOR SHOP	01-31-43-7308	19.67
01550	313837758-P	26-Jun-18	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL SHOP	01-31-43-7308	
Planning						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	COMM.DEV-3211	01-32-11-5243	4,481.63
00639	53020	14-May-18	GBA	TRAFFIC STANDBY	01-32-11-6203	520.00
00134	92119441	05-Jun-18	BANK OF AMERICA	APWA LUNCH WHITNEY & JASON	01-32-11-6264	30.00
00134	92119441	05-Jun-18	BANK OF AMERICA	AMAZON FREETIME UNLTD CREDIT	01-32-11-7304	-2.99
00134	92119441	05-Jun-18	BANK OF AMERICA	AMAZON FREETIME UNLTD	01-32-11-7304	2.99
00134	92119441	05-Jun-18	BANK OF AMERICA	WORK APPAREL FOR GEORGE	01-32-11-7308	143.70
Building Inspections						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	CD-INSP-3261	01-32-61-5243	9,047.05
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	CERT. RENEWAL DIANA MULLEN	01-32-61-6261	95.00
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	RESPIRATOR, N95 W/VALVE	01-32-61-7302	76.05
00134	09524354 MAY	05-Jun-18	BANK OF AMERICA	RESIDENTAL IMPROVEMENT SIGNS	01-32-61-7304	185.17
Capital Fund						
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	CAPITAL FUND-6171	02-61-71-5243	2,464.10
00764	84850	21-Jun-18	MCCONNELL & ASSOCIATES STL	YOUTH 60 FT LINES	02-61-71-9506-18305	800.00
02894	061618	16-Apr-18	EC DESIGN GROUP LTD	DESIGN OF NEW IRRIGATION SYSTE	02-61-71-9506-18310	10,500.00
00023	12194359	19-Jun-18	FRED WEBER	MICRO PREP SPOEDE ACRES	02-61-71-9510	557.38
00023	12195387	22-Jun-18	FRED WEBER	MICRO MATERIAL/SPOEDE ACRES	02-61-71-9510	310.62
02866	PMNT APP #2	21-Jun-18	GATEWAY DESIGN AND CONSTRUCTION SERVICES LLC	WARSON ROAD CONSTRUCTION	02-61-71-9510-16708	121,611.75
02682	9335	29-Jun-18	INFO TECH, INC.	APPIA SOFTWARE LICENSE	02-61-71-9510-18602	6,000.00
00606	PMT APP #6	26-Jun-18	HORNER & SHIFRIN INC	EMERSON ROAD DESIGN SERVICES	02-61-71-9510-18701	612.50
Enterprise						
00291	052618 REIMB	26-May-18	WATKINS, CAMI	REFUND DUE TO ICE RINK DOWN	06-00-00-4529	160.00
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	ICE-1431	06-14-31-5243	2,303.76
00048	222692	26-Jun-18	PAVYER	OLY BLADE SHARPENING	06-14-31-6211	32.70

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
00081	9826678428	22-Jun-18	GRAINGER	FILTER	06-14-31-6212	9.96
00010	1014056	14-Mar-18	BRANNEKY HARDWARE	COVER PLATE & FITTING	06-14-31-6212	5.74
02828	061918	19-Jun-18	NIEWALD CARPET CLEANING LLC	CARPET CLEANING D. WEST	06-14-31-6212	160.31
01693	100709948	15-Jun-18	RICOH USA, INC	METER READS	06-14-31-6213	43.67
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	GEN LIABILITY & POLICE; AUTO	06-14-31-6220	6,250.00
00160	1049261-9 6/18	20-Jun-18	MSD	SEWER BILL 11400 OLDE CABIN RD	06-14-31-6254	325.00
00014	0136635062318	23-Jun-18	CHARTER COMMUNICATIONS	DRC TV INTERNET AND VOIP	06-14-31-6255	207.64
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	CONF ICE MAINT STAFF HOTEL FEE	06-14-31-6261	653.32
00867	117662	02-Jun-18	MURPHY	REPAIR 3 COMPRESSOR OIL ASSEMB	06-14-31-6268	1,120.00
00867	117662	02-Jun-18	MURPHY	REPAIR 3 COMPRESSOR OIL ASSEMB	06-14-31-6268	420.00
00867	109231	02-Jun-18	MURPHY	MATERIAL- MOTOR STARTER FOR #3	06-14-31-6268	3,306.70
00867	109231	02-Jun-18	MURPHY	LABOR- MOTOR STARTER FOR #3	06-14-31-6268	1,808.00
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	LTS CONES, PLUMBING SUPPLIES	06-14-31-7301	20.04
01550	062618	26-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7301	7.91
00164	072429	18-Jun-18	NEW SYSTEM CARPET & BUILDING CARE LTD.	TRASH BAGS & TOILET PAPER	06-14-31-7301	519.54
01550	313813477	19-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7301	7.91
00116	008132 05/07	07-May-18	SAM'S CLUB	BAND-AIDS, SUPPLIES; FOOD RESAL	06-14-31-7304	29.94
02795	3079925180	26-Jun-18	AMERIGAS PROPANE	OLY PROPANE	06-14-31-7307	599.22
01550	062618	26-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7308	5.89
01550	313813477	19-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-31-7308	5.89
00134	63913001 MAY	05-Jun-18	BANK OF AMERICA	CANVAS PHOTOS FOR DRC	06-14-31-9503	336.14
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	GOLF-MAINT-1432	06-14-32-5243	2,323.45
00175	1171413-00	14-Jun-18	MTI DISTRIBUTING, INC.	PARTS FOR MD80	06-14-32-6210	122.15
02402	6219-381664	19-Jun-18	HANDY AUTOMOTIVE	MISC EQUIPMENT MAINTENANCE	06-14-32-6211	66.76
02786	94332	13-Jun-18	PAR WEST TURF SERVICES, INC.	PATH ONLY SIGN	06-14-32-6212	40.00
00134	88504351 MAY	05-Jun-18	BANK OF AMERICA	SUNSCREEN	06-14-32-7301	27.94
01415	INV0027465	07-Jun-18	GREENSPRO, INC.	BRISKWAY FUNGICIDE	06-14-32-7303	1,315.00
00134	88504351 MAY	05-Jun-18	BANK OF AMERICA	FLOWERS	06-14-32-7303	110.00
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	GOLF-PRO SHOP 1433	06-14-33-5243	462.15
01693	100709948	15-Jun-18	RICOH USA, INC	METER READS	06-14-33-6213	43.67
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	GEN LIABILITY & POLICE; AUTO	06-14-33-6220	6,250.00
00160	1049261-9 6/18	20-Jun-18	MSD	SEWER BILL 11400 OLDE CABIN RD	06-14-33-6254	108.38
00014	0136635062318	23-Jun-18	CHARTER COMMUNICATIONS	DRC TV INTERNET AND VOIP	06-14-33-6255	69.23
00134	20024522 MAY	05-Jun-18	BANK OF AMERICA	PRO SHOP CLEANING SUPPLIES	06-14-33-7301	35.86
00134	20024522 MAY	05-Jun-18	BANK OF AMERICA	HOSE	06-14-33-7302	31.94
00721	26269	25-Jun-17	PATTONVILLE SCHOOL DISTRICT	SCORE CARDS GOLF COURSE	06-14-33-7304	749.00
00134	20024522 MAY	05-Jun-18	BANK OF AMERICA	PAPER & REGISTER SUPPLIES	06-14-33-7304	160.84
01098	INVA2615	18-Jun-18	ALL STAR PRO GOLF	HAP CLIPS/MISC RESALE	06-14-33-8327	262.44
02406	1776	18-Jun-18	ST LOUIS AREA INSURANCE TRUST	FOLF-FOOD-1434	06-14-34-5243	123.16
02804	062718	27-Jun-18	SAXTON, ERIC	JR. GOLF CAMP 062018-062218	06-14-34-6202	400.00
01550	062618	26-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-34-7301	1.87
01550	313813477	19-Jun-18	ARAMARK UNIFORM SERVICES	TOWELS, MOPS, UNIFORMS	06-14-34-7301	1.87
01098	INVA2518	11-Jun-18	ALL STAR PRO GOLF	PENCILS FOR GOLF	06-14-34-7304	311.07
00116	008132 05/07	07-May-18	SAM'S CLUB	BAND-AIDS, SUPPLIES; FOOD RESAL	06-14-34-7304	39.22
00116	008132 05/07	07-May-18	SAM'S CLUB	BAND-AIDS, SUPPLIES; FOOD RESAL	06-14-34-8315	360.16
00001	551114	22-Jun-18	GREY EAGLE	BEER FOR RESALE	06-14-34-8316	944.60
02846	W-41762	01-Jun-18	SHOWME BEVERAGES	BEER/RESALE	06-14-34-8316	103.00
02776	6064203429	15-Jun-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE BEVERAGES RESALE	06-14-34-8317	367.11
02776	6064203429-P	15-Jun-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE RESALE	06-14-34-8317	322.30
01491	68092689	19-Jun-18	FARMER BROS. COFFEE	COFFEE RESALE	06-14-34-8317	63.01

Vendor	APIInvoice	InvoiceDate	NameSort	DescriptionFld	Account	InvoiceAmount
02776	5996201660-P	06-Jun-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE RESALE	06-14-34-8317	130.60
02776	6068202765-REENT	01-Jun-18	HEARTLAND COCA-COLA BOTTLING COMPANY LLC	COKE RESALE	06-14-34-8317	299.83
00134	20024522 MAY	05-Jun-18	BANK OF AMERICA	SNACKS RESALE	06-14-34-8319	225.00
00001	544828	12-Jun-18	GREY EAGLE	BAGS/ICE/BEER	06-14-34-8321	119.75
Sewer Lateral						
00291	062218 REIMB	25-May-18	GRITSAN, JENYA	SEWER LATERAL REPAIR/REIMB	11-61-93-9315	1,420.00
Police Building Fund						
02765	34577	15-Jun-18	ARCHIMAGES, INC.	POLICE BUILDING DESIGN &	15-61-71-6203-17107	8,906.83

606,025.94



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

Meeting: 07/09/18 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

ORDINANCE

**Bill No. 5719 - an Ordinance Amending the Adopted 2018
General, Capital and Public Safety Sales Tax Fund Budget of
the City of Creve Coeur by Authorizing Additional
Appropriations and Unappropriations from Operating
Departments. Final Reading and Passage**

FY2018 budget amendment #9 for the police firing range renovation project.

Ordinance

Meeting of July 9, 2018

BILL NO. 5719

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2018 GENERAL, CAPITAL AND PUBLIC SAFETY SALES TAX FUND BUDGET OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 26, 2017 BY ORDINANCE NO. 5533

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE ADDITIONAL APPROPRIATIONS TO PAY FOR UNBUDGETED AND UNANTICIPATED EXPENDITURES AND TO UNAPPROPRIATE ITEMS BUDGETED BUT NOT NEEDED IN VARIOUS CATEGORIES AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND EXPENDITURES FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$20,000

GENERAL FUND - EXPENDITURES

POLICE FORFEITURE FUNDS (01-00-00-2712)	\$ 20,000
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	\$ 20,000

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE CAPITAL FUND REVENUES FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY INCLUDING ADDITIONAL REVENUES IN THE AMOUNT OF \$25,000

CAPITAL FUND - REVENUES

REIMBURSEMENTS (02-00-00-4730)	\$ 25,000
TOTAL ADDITIONAL REVENUES-CAPITAL FUND	\$ 25,000

SECTION 3. THAT THE ANNUAL OPERATING BUDGET FOR THE PUBLIC SAFETY SALES TAX FUND EXPENDITURES FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$32,101

PUBLIC SAFETY SALES TAX FUND - EXPENDITURES

BUILDINGS AND IMPROVEMENTS (19-21-23-9501)	\$ 32,101
TOTAL ADDITIONAL APPROPRIATIONS-PUBLIC SAFETY SALES TAX FUND	\$ 32,101

SECTION 5. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2018.

SCOTT SAUNDERS
PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2018.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: June 20, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendments

As pointed out in Chief Eidman's attached memo, a budget amendment is necessary to appropriate \$32,101 from the Public Safety Sales Tax Fund and \$20,000 from the Police Forfeiture Funds to help fund the police firing range. \$75,000 was budgeted in the Capital Fund for FY 18 for the firing range, but the total purchase is expected to be \$109,202. The portion of the cost from the Capital Fund will be offset by 3 donations in the amount of \$25,000. I'd be happy to answer any questions.



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: June 14, 2018

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: Firing Range Renovation

History:

The Creve Coeur Police department purchased an indoor pistol firing range in 1974 when the police department and City Hall was located at 11631 Olive. The range was used with regularity by the Police department conducting monthly firearm drills. The Police department actually had a competitive Pistol Team that often practiced in the range and participated in combat pistol competitions. The annual qualification for our Police department has always been 80% whereas most agencies qualify with a 70%. The range has given our officers a distinct advantage and we feel it is our obligation to be trained, qualified professionals that are proficient with our firearms.

In 1989, the City purchased our current facility, but had no range so the old range was disassembled and stored. The city added a sally port and square footage which included a pistol range, squad room, and an enlarged locker room and work out area. The range was brought to the new facility and assembled by one of our police officers and put into use.

The range is composed of 3 distinct components:

- 1) The stalls, where the shooters actually stage, separated by barriers, and a shelf for holding ammunition, the weapon or additional equipment. Currently we have 4 stalls, of which only 3 are operational.
- 2) The target retrieval system- which transports the actual target from the stall to various positions in the range. The system is programmable, offering many scenarios for shooters and challenging distances, shoot/no shoot/ and moving the actual target into different positions.
- 3) The bullet trap system - the system captures the spent rounds, knocking them down into a trap at the bottom of the system. This requires quarterly maintenance to extract the lead. The system is in dire need of replacement. This bullet trap system is part of the original range purchased in 1974.

The Target Retrieval System:

MTS (Meggett Training System) offers a wireless 360 degree turning target system that includes 75' of track. The new design is completely encapsulated so that spent rounds, and

dirt or obstacles cannot get into the track. The quote includes the demo and clean-up of the current track and system, with a replacement of the wireless target system. This system includes a wireless Range Master Control System- touch screen and a wireless tablet for RMCS.

The purchase and quote locks in the price despite the rising cost of steel and unstable pricing with new governmental regulations looming in the future. The system includes a 12 month warranty, complete unloading of the system, delivery installation and training. I included a similar system- Action Target System- which does not have a target retrieval system but utilizes fixed targets wherein the shooter has to transition or approach not allowing much flexibility or options for training and challenging scenarios.

Researching Replacement Options for a Bullet Trap System:

A total replacement of our current range would be extremely expensive as the current range would have to be removed, and a complete new system installed. A retro-fit is the most fiscally responsible and easiest option. The original system was purchased by the Detroit-Bullet Trap Company. The original system has been bought out by Meggitt Training Systems. Meggitt has made some fantastic improvements in their MTS- Here are some of the innovations:

STEPPED BED PLATES:

This feature helps retain the Gran Tex material and spent rounds in place while maintaining the proper rubber granulate thickness. Other rubber traps simply give you a pile of rubber on a “Slanted” plate-which would allow the rubber materials and rounds to prematurely “slosh” out at the traps bottom- so constant service/shoveling it back up is needed. The GranTrap system eliminates that problem.

BACK UP SAFETY BIN:

This separately contained area at the traps rear is a means of further protection/containment. The system has been designed for additional safety, just in case a range operator momentarily does not detect that their rubber levels are not properly maintained.

UPPER SLOPE SHEET:

This system has a structurally supported 3/8” thick/500 BHN Armor plate. This provides further protection to the areas/just above & beyond the bullet trap-such as exhaust duct work, electrical conduits, etc. Additionally this slope sheet acts as a rubber replenishment bin/storage area. As the GranTrap is used and as the rubber moves around, this additional material slides down to help refill the voids.

Clean Rubber: Meggitt uses a clean/pure material & not the chewed up car tire looking materials (with cording, belting, etc.) that you see with other manufacturers.

Proposals:

Meggitt Training Systems provided a quote for the following **\$109,201.46** which includes the demo, and removal of our current bullet trap system, hauling off old system. Installation of

a new bullet trap system (Gran Trap) system. The installation (software package) of the Next Generation Wireless 360 degree turning target system, to include a wireless tablet-touch screen and the Range Master Control System. Complete shipping, unloading, installation and training for personnel. This is a retro-fit to our existing range; however 2 of the 3 parts of the range will be replaced with a new system.

Action Target-provided a quote \$110,660.00 for the replacement of our current bullet trap system with their Rubber Berm Trap system. The replacement of our current Target Retrieval System with the own wireless all- wheel drive retriever system. The Mancom AWD Fixed Master Control, action target full installation (fixed target system). This quote does not include the unloading, haul off of the old system, and training.

The Police department recommends the approval and purchase of the Meggitt Training System, which is compatible with our current range and set up, as well as being a better fiscal choice for the options we are receiving.

Funding:

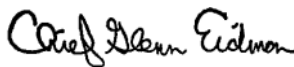
The Police Department solicited donations from Emerson Electric, who provided a \$10,000 donation, Edward D. Jones, who provided a \$10,000 donation, and the Creve Coeur Partnership, who provided a \$5,000 donation.

An amount of \$20,000 will be used from the Drug Seizure Asset Fund.

The Capital Improvement Fund for fiscal year 2018 includes \$75,000 for this project, but with the adoption of County Proposition P, it is proposed that the project cost be split evenly between the Capital Fund and the Public Safety Fund. A budget amendment indicating this funding plan will be concurrently submitted by the Finance Department.

Donations	\$25,000
Drug Seizure Asset	\$20,000
Capital Fund	\$32,100.73
Public Safety Fund	\$32,100.73
Total	\$109,201.43

Respectfully,



Chief of Police



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

Meeting: 07/09/18 07:00 PM
Department: Police Department
Category: Ordinance
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

ORDINANCE

**Bill No. 5720 - an Ordinance Approving and Authorizing
Execution of a Contract with St. Louis County, Missouri, for
Next Generation 9-1-1 Service. First Reading**

NG9-1-1 services move beyond the current Enhanced 9-1-1 (E9-1-1) service which only provides an address (or latitude and longitude for wireless phones) and call back phone number. NG9-1-1 service is capable of handling additional data such as video, text messaging, and enhanced routing of calls.

Ordinance

Meeting of July 9, 2018

BILL NO. 5720**ORDINANCE NO. _____****AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI, FOR NEXT GENERATION 9-1-1 SERVICE.**

WHEREAS, in 1979 St. Louis County entered into cooperative contracts with the various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County; and

WHEREAS, it is mutually beneficial to St. Louis County, acting for the St. Louis County Emergency Communications Commission ("ECC"), and the City of Creve Coeur to supplement and amend prior contracts in order to specify the terms and conditions under which the installation and operation of Next Generation 9-1-1 will occur; and

WHEREAS, as the ECC transitions to the Next Generation 9-1-1 platform, it will become capable of providing certain Next Generation 9-1-1 services to the locations used by public safety agencies for answering emergency telephone calls which originate in the St. Louis County area; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the City to enter into an agreement with St. Louis County, acting for the ECC, for the implementation of the Next Generation 9-1-1 to enable the City's first responders to better answer and respond to emergency telephone calls originating in the City, as well as throughout St. Louis County;

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

Section 1: The City Council hereby approves, and authorizes the City Administrator to execute, on behalf of the City of Creve Coeur, a Contract for Next Generation 9-1-1 Service (the "Contract") with St. Louis County, acting for the St. Louis County Emergency Communications Commission, for the installation and operation of Next Generation 9-1-1, said Contract to be in substantially the form attached hereto as Exhibit A, with such reasonable changes therein consistent with the intent and purposes hereof as shall be approved by the City Administrator. The City Administrator and other appropriate City officials are further authorized to execute such additional documents referenced in or contemplated by the Contract and to execute such other additional documents to take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this Ordinance and the transaction contemplated hereby.

Section Two: This ordinance shall be in full force and effect from and after the date of its passage by the City Council.

Passed By The City Council, This ____ Day Of July, 2018

Council Member Saunders
Council President

Approved This ____ Day Of July, 2018.

Barry Glantz, Mayor

Attest:

Deborah Ryan, City Clerk



03/19/18

St. Louis County Area Governmental Entities and Public Safety Answering Points (PSAP):

In the past weeks you have undoubtedly received information related to Next Generation 9-1-1 Services (NG 9-1-1) from St. Louis County and the ECC. What you should have received is a MS Word version of a document entitled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE" (File name "NG 911 COOPERATIVE AGREEMENT WITH INTERPRETER SERVICES.docx"). If you have processed this document and returned it to the County please disregard this letter.

For those governmental entities and PSAPs that have not yet taken action, please replace the document(s) you received with the appropriate document from those attached to this letter, as indicated below. Once executed by your agency, please return the document to me at the following address; St. Louis County ECC c/o Director Mike Clouse, 1150 Hanna Rd, Ballwin MO 63021. (Include multiple copies if you would like a signed copy returned to your agency.)

For those entities that operate their own PSAP and for those PSAPs made up of consortium owners (CC911, ECDC, and WCDC) please use the document titled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE" If necessary, please contact your legal counsel to determine what steps you need to take to enter into this contract.

Those entities who do not have their own PSAP and "contract" dispatch and communication services from another police department, please use the document titled "CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE TO GOVERNMENTAL ENTITIES IN ST. LOUIS COUNTY".

Also attached is a Q & A document which sheds additional light on the purpose behind the contracts.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse", written over a horizontal line.

Mike Clouse
Director
Emergency Communications Commission
Saint Louis County, MO

CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE

THIS CONTRACT, Made and entered into this ____ day of _____, 2018, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and _____, hereinafter referred to as "PARTICIPANT";

Public Safety Answering Point(s) utilized by PARTICIPANT: (ex. "Central County 911 for Fire, STLCOPD for Police") _____

WHEREAS, ECC has entered into a contract with General Dynamics Information Technology ("GDIT") to design, provision, install, test and cutover a county-wide Next Generation 9-1-1 (NG9-1-1) ("System"), to include six years of maintenance and support services ("GDIT Contract");

WHEREAS, ECC, through a State of Missouri cooperative contract, has acquired the services of CTS Language Link to provide telephone interpreter services ("Language Interpreter Service") in conjunction with the operation of the St. Louis County 9-1-1 system;

WHEREAS, as the ECC transitions to the Next Generation 9-1-1 platform, it will become capable of providing certain Next Generation 9-1-1 services to the locations used by public safety agencies for answering emergency telephone calls which originate in the St. Louis County area. These locations are known as Public Safety Answering Points ("PSAPs"). In particular, the ECC will be able to route 9-1-1 calls to the correct PSAP and provide corresponding location information via an Emergency Services IP Network (ESInet);

WHEREAS, in 1979 St. Louis County entered into cooperative contracts with the various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County ("Prior Contracts");

WHEREAS, it is mutually beneficial to ECC and PARTICIPANT to supplement and amend the Prior Contracts with this contract specifying the terms and conditions under which the installation and operation of Next Generation 9-1-1 will occur; and

WHEREAS, PARTICIPANT is authorized to enter into this Contract by Ordinance No. _____ and ECC is authorized to enter into this Contract by Ordinance No. 9432 (1979).

NOW, THEREFORE, the parties agree as follows:

1. ECC hereby grants PARTICIPANT permission to use the System, after it is installed, tested and accepted, and the Language Interpreter Service subject to the following:
 - a. PARTICIPANT shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Contract, which shall control).

- b. PARTICIPANT shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.

2. Except as otherwise provided herein, the ECC shall be responsible for paying GDIT for its services pursuant to the GDIT Contract. The ECC has the sole authority to amend or modify the GDIT Contract and to authorize and order all additions, deletions and alternations to the System. Should PARTICIPANT desire that ECC purchase additional NG9-1-1 equipment, network components or circuits on PARTICIPANT's behalf, PARTICIPANT shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. PARTICIPANT shall be responsible for paying the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations, which shall always be owned by the ECC.

3. PARTICIPANT agrees to permit the installation of the necessary NG9-1-1 equipment, network components, and circuits and will make such other equipment installations, changes and answering point modifications in sufficient time to permit system testing and training of dispatchers within the time frames established by the ECC. All such equipment, network components and circuits shall always be owned by the ECC and shall not be a fixture of the PSAP. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the equipment, network components and circuits provided that such removal does not materially damage PARTICIPANT's property and ECC agrees to return PARTICIPANT's property back to its original condition. PARTICIPANT will not permit any third party to use the equipment, network components or circuits for any purpose. PARTICIPANT shall not transfer, sell, give or otherwise dispose of any of the equipment, network components or circuits without the written consent of the ECC.

4. During the term of this Agreement, ECC may purchase additional NG9-1-1 equipment, network components, and circuits for installation at the PSAPS. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations. PARTICIPANT understands and agrees that it will be primarily responsible for funding and procuring additional NG9-1-1 equipment, network components and circuits (including supporting equipment) in the event of growth of its individual programs or change in location(s) of PARTICIPANT's designated PSAPs. PARTICIPANT agrees it generally must fund any cost differences for additional features or substitutions that it requests.

5. PARTICIPANT hereby authorizes the ECC to amend or modify St. Louis County's contracts with Southwestern Bell and/or AT&T to accomplish the transition to Next Generation 9-1-1, including, without limitation, changing the number of 911 emergency trunks, adding new answering points, relocating or eliminating an answering point, and making system-wide changes of a technological nature to upgrade system performance. PARTICIPANT further authorizes ECC to provide certain Next Generation 9-1-1 services to PARTICIPANT's designated PSAPs at such time as the ECC, in its sole discretion, determines that it is ready and willing to provide such services and to act on PARTICIPANT's behalf to make any applications,

agreements, designations and/or requests necessary to enable ECC to provide the following Next Generation 911 Services to PARTICIPANT's designated PSAPs.

The ECC intends to provide, at a minimum;

- a) An Emergency Services IP Network (ESInet) between each PSAP, data center, and other remote sites as needed for monitoring and system operation.
- b) Redundant data centers and network design in order to deliver a High Availability (HA) system configured to support NG9-1-1 services.
- c) Centralized call taker system serving each PSAP with NG9-1-1 caller information.
- d) Local recording of P25 radio and 9-1-1 audio traffic with system redundancy.
- e) The ability to accept and handle SMS (aka texting) emergency request, to implement priority/alternative call routing, to transfer 9-1-1 voice and data elements to PSAPs within St. Louis County and adjoining counties, and to integrate NENA i3 compliant services where applicable.
- f) Real time continuous, end-to-end monitoring of NG9-1-1 system health, security, and quality of the ESInet and NG9-1-1 applications.

6. All notices pursuant to this Contract shall be in writing and shall be given in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
 Karabas Communications Center
 1150 Hanna Road
 Ballwin, Missouri 63021
 Fax: 314-615-9580

With a copy to:

County Counselor
 St. Louis County Government Center
 41 S. Central Ave.
 Clayton, MO 63105
 Fax: 314-615-3732

PARTICIPANT:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

7. The term of this contract shall commence on the date set forth above and terminate on December 31, 2018. This Contract shall be automatically renewed from year to year unless either party serves on the other party written notice of its intent to terminate the Contract at least thirty (30) days prior to the end of any one year term.

8. Either party may terminate this Contract with or without cause at any time by serving the other party with ninety (90) days written notice thereof.

9. At its sole discretion, which will be reviewed by the ECC on a yearly basis, the ECC will provide Language Interpreter Service to St. Louis County PSAPs, subject to ECC Policy 17-12, which is attached hereto as Exhibit A and incorporated by reference.

10. Except as otherwise provided herein, all terms and conditions of the Prior Contracts shall remain in full force and effect.

ST. LOUIS COUNTY

County Executive

Attest:

Administrative Director

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

PARTICIPANT

By: _____

Title: _____

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

On this _____ day of _____, 2018 before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [Participant], known to me to be the person who executed the foregoing agreement in behalf of said Participant and acknowledged to me that he or she executed the same for the purposes therein stated.

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

 Notary Public

My commission expires:



EMERGENCY COMMUNICATIONS COMMISSION

NG9-1-1 Questions and Answers (Q&A)

Question: What is NG9-1-1?

NG9-1-1 is an abbreviation for Next Generation 9-1-1, which is the industry identified term for 9-1-1 services incorporating national standards developed by the National Emergency Number Association (NENA i3 standards). NG9-1-1 services move beyond the current Enhanced 9-1-1 (E9-1-1) service which only provides an address (or latitude and longitude for wireless phones) and call back phone number. NG9-1-1 service is capable of handling additional data such as video, text messaging, and enhanced locational routing of calls. Additionally, the sharing of 9-1-1 components such as networks, servers, address databases, call handling and voice recording equipment, along with the ability to transfer and handle voice calls more efficiently over a redundant network, are all improvements over the existing system. NG9-1-1 migration is supported by the FCC, DOT, and other agencies as it will provide superior service for both end users and the Public Safety community.

Question: Why is a new 9-1-1 agreement needed?

The existing agreement between St Louis County and governmental entities participating in the Emergency 9-1-1 System requires amendment to include the many features now available within the NG9-1-1 System and to include mandatory components currently provided but not within the original agreements. Some current agreements have not been updated since 1979.

Question: What is new in NG9-1-1 that requires these changes?

NG9-1-1 moves the 9-1-1 infrastructure from analog lines used since 1950's to an IP network backbone using broadband components supplied by various providers. The migration to IP network, more specifically a dedicated Emergency Services IP Network (ESInet), will allow the integration of NENA i3 compliant services. These services include full service texting to 9-1-1, transmittal of video, enhanced locational services, priority call routing, and a more efficient and redundant system overall.

Question: What will the ECC be providing for the individual PSAPs?

The ECC intends to provide Language Interpreter Services, an ESInet between the PSAPs, the data centers and the remote sites for monitoring the systems, two redundant data centers, a centralized call taker system, local recording for both P25 Radio and 9-1-1 audio traffic, the ability to handle SMS (texting) emergency request, priority/alternative call routing, 9-1-1 voice and data transfer between all participating agencies and adjoining counties within Missouri. Additionally, the ECC will secure continuous, end-to-end monitoring of the NG9-1-1 system to include the health, security, and quality of the ESInet and NG9-1-1 applications.

Question: What if I want additional consoles or services from GDIT for my PSAP?

The ECC is responsible for paying GDIT for all services and equipment as outlined in the GDIT contract. If a PSAP desires additional services from GDIT, an amendment to the "Contract for Next Generation 9-1-1 Services" between the ECC and the participating agencies will be required. The Amendment would outline the specific additions, the total associated cost related to new equipment and services, the role of ECC, GDIT and the PSAP during and after implementation, and will require approval by the ECC before implementation

Question: What is the PSAP required to do during NG9-1-1 implementation?

Each participant agrees to permit the installation of all necessary NG9-1-1 equipment, network components, and circuits. The participant also agrees to ensure other equipment installations, changes and PSAP modifications are complete in sufficient time to permit system testing and training of dispatchers within time frames established by the ECC. Also, the participant shall NOT permit any third party to use the equipment, network or circuits.

Question: Why does the ECC need to act on my behalf to implement NG9-1-1 services?

The ECC is securing services that interact with the system as a whole and thus agreements, negotiations, installations, and implementations are conducted on a countywide basis. The ECC will act on behalf of all PSAPs to acquire the necessary circuits, hardware, software, and services to operate the NG9-1-1 system.

Many of the components of the NG9-1-1 system depend upon providers that service some or all PSAPs in our community. These entities must validate that each PSAP being serviced through the ECC provided NG9-1-1 system acknowledges that the ECC is securing services for an individual PSAP. This validation ensures that 9-1-1 calls are routing and handled correctly with the minimum of delays.

Question: Who will I call with system problems or daily operational inquiries?

The contact points and notification protocols are the same as today.

For emergency scenarios that detrimentally affect service to the public during all hours of the day. (Examples include outages and equipment breakages).

Call St. Louis County Communications [636-529-8225](tel:636-529-8225) and the on call 9-1-1 Coordinator will be paged.

For non-emergency inquiries reference daily operation during business hours Monday thru Friday 08:00 AM to 4:30 PM.

ECC customer service email ecc@stlouisco.com, can be emailed any time of day as long as it is not an emergency highlighted above as "detrimental to the service of the public.

OR

ECC Customer Service telephone number [314-615-9551](tel:314-615-9551), can be called anytime of the day as long as it is not an emergency highlighted above as "detrimental to the service of the public.



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

Meeting: 07/09/18 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

RESOLUTION

Resolution No. 1364 - a Resolution of the City Council of the City of Creve Coeur, Missouri Approving Cooperative Purchasing Agreements with the Buyboard National Purchasing Cooperative and the General Services Administration (GSA).

A resolution to allow the City to enter into cooperative purchasing agreements with the National BuyBoard and the GSA to increase the effectiveness and efficiency of the competitive bidding process for the City of Creve Coeur. There are no costs for joining either agreement.

Resolution

Meeting of July 9, 2018

RESOLUTION NO. 1364

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR,
MISSOURI APPROVING COOPERATIVE PURCHASING AGREEMENTS WITH THE
BUYBOARD NATIONAL PURCHASING COOPERATIVE AND THE GENERAL
SERVICES ADMINISTRATION (GSA)**

WHEREAS, the City's purchasing policy allows for the use of cooperative purchasing with other government entities; and

WHEREAS, the policy also requires approval of the cooperative purchasing agreements with material value in excess of \$20,000; and

WHEREAS, cooperative purchasing increases the effectiveness and efficiency of the competitive bidding process for the City of Creve Coeur.

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

SECTION 1: The City Council hereby approves the cooperative purchasing agreements with the BuyBoard National Purchasing Cooperative and the General Services Administration (GSA) attached hereto as Exhibits A and B. The City Administrator is authorized to execute the agreements in such form, with such changes as may be necessary. The City Administrator is 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 under the agreements.

Adopted this 9th day of July 2018

Barry Glantz
Mayor

Deborah Ryan, MPCC
City Clerk



MEMORANDUM

DATE: June 25, 2018

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Cooperative Purchasing Agreements

The City purchasing policy permits cooperative agreements with other governmental entities for the purchase of items. It further requires that City Council review and approve all purchasing agreements with other government agencies with material value of over \$20,000. Staff is requesting approval of the following entities for cooperative purchasing.

1. **BuyBoard National Purchasing Cooperative** – allows purchases from an approved list of vendors who have gone through a competitive procurement process.
2. **General Services Administration (GSA Advantage)** - allows purchase of products and services under both the Cooperative Purchasing Program and the Disaster Recovery Purchasing Program.

I have included some information describing both programs, as well as an agreement for the BuyBoard National Purchasing Cooperative.

Staff is requesting approval of these two cooperative purchasing agreements. I would be glad to respond to any questions.



(/Home.aspx)

National Cooperative (/National.aspx)

About Us

How to Join

Resources

About Us (<https://www.buyboard.com/National/About-Us.aspx>)

About Our Members (<https://www.buyboard.com/National/About-Us/About-Our-Members.aspx>)

About Our Products (<https://www.buyboard.com/National/About-Us/About-Our-Products.aspx>)

Member Advantages (<https://www.buyboard.com/National/About-Us/Member-Advantages.aspx>)

FAQ (<https://www.buyboard.com/National/About-Us/FAQ.aspx>)

Governance (<https://www.buyboard.com/National/About-Us/Governance.aspx>)

Sponsoring Associations (<https://www.buyboard.com/National/About-Us/Sponsoring-Associations.aspx>)

Vendors by State (<https://www.buyboard.com/National/About-Us/Vendors-by-State.aspx>)

Contact Us (<https://www.buyboard.com/National/About-Us/Contact-Us.aspx>)

Home (/National.aspx) > About Us (/National/About-Us.aspx) > Member Advantages

Member Advantages

Compliance and transparency

Contracts and vendors awarded through BuyBoard have been competitively procured, to assist members with compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

Value and choice

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

Efficiency and cost savings

Because a competitive procurement process has been completed by the Cooperative, members may save time and resources that would have been spent on preparing and conducting a formal RFP. Besides reducing administrative costs, members achieve additional savings through competitive pricing.

Request for Quotes (RFQ) application

BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal process.

Member governed

The BuyBoard National Purchasing Cooperative is governed by an nine-member board of directors composed of participating members. The board's only function is to govern the Cooperative and award all contracts directly with no delegation of authority to staff.

Support of public education and local governments

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the program and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.

P.O. Box 400, Austin, Texas 78767-0400 • 800.695.2919

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Have questions about the BuyBoard.com site? Email us at info@buyboard.com (<mailto:info@buyboard.com>).



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____
Director, State Association Services, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER: ONLINE AT BUYBOARD.COM VIA ELECTRONIC SIGNATURE



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The shortcut to this page is www.gsa.gov/advantage.

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

Meeting: 07/09/18 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Chris Tumbarello
Department Head: Chris Tumbarello

SCHEDULED

RESOLUTION

Resolution No. 1365 - a Resolution Authorizing the City Administrator of the City of Creve Coeur to Enter into an Agreement with Winning Technologies for the Purchase of Information Technology Management Services.

Approval of an agreement with Winning Technologies to provide information technology services to the city for \$3,801 per month. Services provided by Winning Technologies serve as a supplement to our in-house IT Coordinator and allows the city to maintain IT support with one full-time staff.

RESOLUTION NO. 1365**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR TO ENTER INTO AN AGREEMENT WITH WINNING TECHNOLOGIES FOR THE PURCHASE OF INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

WHEREAS, The City Of Creve Coeur Determined In 2013 It Was In The Best Interest Of The City To Outsource Its Information Technology Management Service, And

WHEREAS, Outsourcing The It Management Function Has Improved The Provision Of It Services By The City And To City Staff At A Reduced Cost, And

WHEREAS, The Cost Of This Outsourcing Is Less Than Having This Function Provided By City Staff, And

WHEREAS, It Has Been Determined Winning Technologies Has Provided Excellent It Service In The Past At A Reasonable Price And Is Familiar With The City's It Needs And Operations.

NOW, THEREFORE BE IT RESOLVED By The City Council Of The City Of Creve Coeur, Missouri That:

SECTION 1: The Agreement Between Winning Technologies And The City Regarding The Provision Of Information Technology Management And Support Services Attached Hereto As Exhibit A Is Hereby Approved And The City Administrator Is Authorized To Execute Same On The Behalf Of The City And The City Clerk Is Authorized And Directed To Attest Thereto, With The Amount Of \$3,801 Per Month. 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 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: This Resolution Shall Become Effective Upon Its Passage.

Adopted This 9th Day Of July, 2018

Barry Glantz
Mayor

Deborah Ryan, MPCC
City Clerk



MEMORANDUM

DATE: July 3, 2018
TO: Mark Perkins, City Administrator; Sharon Stott, Assistant City Administrator
FROM: Chris Tumbarello, Information Systems Coordinator
SUBJECT: Renewal of Winning Technologies Agreement for IT Services

The current Winning Technologies agreement is up for renewal. The city began its relationship with Winning Technologies in 2013 when the IT Manager position was eliminated and those duties assumed by Winning Technologies. Originally the agreement called for 30 hours per week on-site services, availability of a help desk and other services as needed by the city. The original costs were \$6,600 per month. After a period of time the contract was modified to 20 hours per week at a reduced cost of \$4,400 per month. For FY18, hours were reduced once again to 15 hours per week, with a cost of \$3,620 per month. The "outsourcing" of this work has saved the city substantial funds and provided additional IT resources.

Winning Technologies provides day to day assistance in trouble shooting problems with IT users. In addition they provide management assistance in such areas as large projects (telephone and security), budgeting, evaluation of software and other areas as needed. They have recently been involved in recommending and installing a virtual server environment for the City's Tyler Technologies software implementation and have conducted security awareness training for employees.

Staff is recommending renewal of the Winning Technologies agreement for a one-year period. The renewal maintains on-site technician hours at 15 hours per week, with a total cost of \$3,801 per month. This includes a 5% increase stated in the contract. It should be noted that this agreement contains a cancellation clause with a 15-day notice.

I would be pleased to respond to any questions.



City of Creve Coeur, MO 2018 /2019 Contract Renewal Information Technology Support Services



The Winning Technologies Group of Companies

Providing You Superior Service through Technology



Xpress Host is a wholly owned subsidiary of Winning Technologies. Winning Technologies is a Managed Services Colocation company that provides Managed Systems in a Collocated environment for those companies that do not have room or simply do not want to house and maintain their systems in-house. For example; Failover systems for disaster recovery and business continuity services, Online Backups for secure offsite backup of your mission critical data and files, Exchange Hosting, Web Site Hosting, and many other dedicated or shared hosting environments. For further details please visit. www.xpresshost.net



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Confidence, Integrity, Pride, Passion, Customer Loyalty

PROPOSAL

Date: June 20, 2018

Agreement #: TC 06262017-002

Customer: City of Creve Coeur MO

Contact: Sharon Stott

Scope of Work: Systems Administration and Helpdesk Support

System Management (See General Definitions on page 4 of this contract for outlined services.)

Term; July 1st 2018 through June 30th 2019

Pricing

Standard Maintenance Rate 60 Hours per month \$ 3801.00 per month

At the start of the each year monthly fee will increase 5%

This is a flat rate contract per month. Winning Technologies Inc. reserves the right to review and renegotiate the contract terms if the monthly applied time exceeds 60 hours in any given month. Either party may cancel this agreement on 15 days written notice, and no cancellation fees shall apply. Winning Technologies shall fully cooperate in transition to any subsequent service provider.

Customer is responsible for all reasonable expenses in supporting this contract, provided such expenses are approved by it in advance. Customer agrees to the terms of service attached to this contract, any exceptions to the terms need to be noted on this page.

Mutually agreed upon project work will be proposed to the City of Creve Coeur with any additional cost estimates.

Winning Technologies agrees to provide insurance as reasonably requested by City, to name City as additional insured for general liability coverage, and to provide certificate of insurance and endorsements on request.

This contract supersedes prior agreement of the parties.

*This is a standard support contract and does not include any project work.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE OF ISSUANCE.

IN WITNESS WHEREOF, both parties have caused the proposal to be executed by its duly authorized representative.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Winning Technologies, Inc.

Client:

Approved By:

Approved By:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL DEFINITIONS

Helpdesk Support:

Helpdesk support is generally defined as the basic support of network workstation hardware, operating systems, user application software, shared files, and printing resources within the customer corporate environment. Examples of regular helpdesk support activities for the customer include the following:

- Respond to telephone, walk-in (if applicable), and e-mail support requests from end-users and management.
- Provide daily administration of network services, file shares, and shared resources.
- Provide daily administration of the Citrix or terminal server environment and published applications.
- Maintain user account in Active Directory (password resets, lockouts, group membership).
- Set-up new employee network and e-mail accounts in Active Directory.
- Provide initial new-user orientation concerning workstation operation and network usage.
- Assist users with e-mail system problems.
- Administer, maintain, and troubleshoot corporate print services & print devices.
- Troubleshoot, maintain, and repair existing PC workstations and related hardware.
- Set-up, configure, and deploy new or rebuilt workstations within local office limited to 3 per instance.
- Arrange for shipment of IT related equipment to remote offices.
- Install and configure software on corporate PCs in compliance with established licensing agreements.
- Provide users with technical assistance regarding standard functionality of corporate software applications.
- Maintain daily/weekly/monthly Back-Up media rotation schedule on local servers (Not remote offices).
- Assist users in retrieving and/or restoring deleted and misplaced files.
- Relocate selected back-up media to offsite location as required.

Systems Administration:

Systems Administration is generally defined as higher-level network, server administration, and server maintenance tasks beyond those of the Helpdesk. Systems Administration involves working with core technologies that make up the companies critical, enterprise-wide systems. These systems must function properly to provide users with essential network services and connectivity. Administering these key components safely and effectively requires many years of platform-specific experience and high-level technical training beyond that held by typical helpdesk staff. Following are examples of typical systems administration tasks:

- Inspection and monitoring of system logs for security, system, and application errors.
- Monitor disk space usage and allocation throughout server network.
- Routine maintenance and updates of datacenter servers including service packs, hot fixes, and patches.
- Datacenter backup tape system configuration, maintenance, and backup routine verification.
- Datacenter power systems maintenance and monitoring.
- Management of Active Directory components within the domain such as security policy, group policy, group membership rights, organizational units, workstation accounts, etc...
- Administration of Domain Controller specific functions such as AD synchronization, DNS, and DHCP
- Install and configure software on network servers in compliance with established licensing agreements.
- Routine updates of client-server software applications.
- Monitor and maintain Local Area Network (LAN) infrastructure including switches and cabling.
- Manage Wide Area Network infrastructure and vendors.
- Firewall & VPN network monitoring and maintenance.

Project Work: Project work is not part of a standard support agreement project work will be proposed under a separate contract.

Project Work refers to activities that fall outside the normal course of daily helpdesk support, systems administration, and maintenance activities. The following examples demonstrate typical project work

- Server builds, rebuilds, installations, upgrades, and migrations.
- System audits, software audits, security audits, and procedural audits.
- Local Area Network upgrades, expansions, or enhancements.
- Wide Area Network upgrades, expansions, or enhancements including T-1, Frame-Relay, and VPN.
- Network application upgrades.
- Large-scale equipment deployments, relocations, or upgrades.
- Database migrations and server operating system upgrades.
- New system installations at remote offices & existing remote office moves.
- Remote office on-site systems maintenance and equipment installations.
- Design, testing, evaluation, or implementation of new systems or applications.
- Creation of technical or training documentation.

Project work is planned in advance to accommodate the schedules of all parties, minimize system downtime, and minimize interruptions to the company's normal business activity. To successfully implement a wide-scale system change or implementation, a project team normally conducts various pre-planning, assessment, and high-level analysis activities to fully understand and evaluate the project scope. Next, the team employs various implementation techniques using accepted industry-standards and best-practices to successfully move the client into the new environment. Following implementation, the team provides a measure of project follow-up and support to ensure a smooth transition.

Terms of Service (Revised April 27th 2016)

1.1 Application of terms: The terms in this agreement apply to all Winning Technologies Inc, companies, subsidiaries or subcontractors hired by Winning technologies, Inc operating under the name of Winning Technologies Inc. Winning Technologies Inc. has many subsidiaries this is a general template so some of the sections may not apply to your specific product or service.

1.2 Level of Service: It is always Winning Technologies goal to provide the highest level of service in the industry. Although it is our goal, we are often forced to prioritize based on the level of urgency and impact on our customers' ability to operate their business. Winning Technologies defines a reasonable level of service in the following manner: Down systems always have the highest priority and will be responded to within 30 minutes of notification. General Helpdesk issues will be responded to within a two (2) hour time period. Winning Technologies will provide a best effort to achieve resolution of reported issues within 48 hours of notification of each individual issue. It is the responsibility of Winning Technologies to provide to the customer, technicians that in the view of Winning Technologies are qualified to complete agreed to scope of work outlined in this document. In the event resolution of a reported issue requires the engagement of a third party such as software vendor, hardware vendor, Phone Company, software development, Winning Technologies will not be responsible for resolution within 48 hours. Winning Technologies will continue to work with third party vendor in order to achieve resolution within a reasonable amount of time acting as an agent for the customer.

1.3 Helpdesk Definition: Winning Technologies defines helpdesk in the following manner: The term Helpdesk generally refers to activities surrounding the support of workstation hardware, operating system software, application software, and printing resources within the corporate environment that have already been installed and considered operational. Helpdesk activities involve day-to-day support calls, password changes, PC repairs, software installations, e-mail assistance, daily administration of network services, file shares, and shared resources, set-up new employee network and e-mail accounts in Active Directory, administer, maintain, and troubleshoot corporate print services & print devices. Helpdesk is only available to and limited to servers or systems that are under the control of Winning Technologies and considered part of this proposal, equipment that is outside or not under the control of Winning Technologies such as home computers are not covered under this agreement and an hourly charge will apply.

1.4 Project Work: Winning Technologies defines Project Work as activities that fall outside the normal course of daily activity and usually involves advanced technical skills, high-level analysis, and planning and implementation techniques, new system implementation, engineering design, major network upgrades, and deployment of large numbers of assets. Project Work is scheduled in advance and planned for by all involved parties. Emergency project work is anything that cannot be planned for and must be done as soon as possible which could result in additional charges to the customer.

1.5 Systems Administration: Systems administration is generally defined as higher-level network, server administration, and server maintenance tasks beyond those of the Helpdesk. Systems Administration involves working with core technologies that make up the companies critical, enterprise-wide systems. These systems must function properly to provide users with essential network services. Administering these key components safely and effectively requires many years of platform-specific experience and high-level technical training beyond that held by typical helpdesk staff. System administration is only available to and limited to servers or systems that are under the control of Winning Technologies, equipment that is outside or not under the control of Winning Technologies such as home computers are not covered under this agreement and an hourly charge will apply.

2.1 Cyber Center Colocation/Hosting Service: (Applies only to XpressHost customers) Colocation service pricing provided by Winning Technologies are subject to change based on changes in scope of work requested by customer or licensing changes/requirements of software vendors such as Microsoft, or other agreed upon colocation software packages. Customers' agrees to maintain proper licensing as outlined by each software vendor hosting in the Cyber Center, which may result in pricing changes. Support provided by Winning Technologies collocation applications are covered by helpdesk services outlined in this document but are limited to functions only required for proper operation of application or connection to/within the cyber center. Helpdesk services for collocation services are limited to the proper operation and configuration within the Cyber Center. Customer's local network configuration are not covered under the helpdesk services for collocation, but under a separate in-house network support contract. Winning Technologies is not responsible for under a collocation agreement for the Internet connection residing at the customer location. In the event customer, changes hosting companies, cancels service for any reason with Winning Technologies all fees and services for hosting of Applications, Databases, Web Sites within the Cyber Center will be paid in full prior to Winning Technologies releasing information contained within Cyber Center to customer or new hosting company.

2.2 Cyber Center Colocation Backups: (Applies only to collocation customers) all applications hosted in the XpressHost/Winning Technologies cyber center will be backed up on nightly bases, the aforementioned tapes or electronic backup will be stored in a secure location of Winning Technologies choosing. Verification of data being backed up is the sole responsibility of the client, Winning Technologies and all its subsidiaries, partners, resellers are not responsible to insure that all the clients data is being backed up. All backups and the selection of data being backed up is the sole responsibility of the client.

2.3 Content disclosure agreement: Winning Technologies will abide by all State, Local and Federal laws regarding obscene material and will not host, promote or allow obscene material on any hosted server under the control of Winning Technologies. Furthermore Winning Technologies will report any such activity to the proper law enforcement agency and fully cooperate with any investigation which will include providing system logs, files, or other requested documented activity.

2.4 XpressStor Online Backup: (Applies to only XpressStor online backup customers). Verification of data being backed up is the sole responsibility of the client, Winning Technologies and all its subsidiaries, partners, resellers are not responsible to insure that all the clients data is being backed up. All backups and the selection of data being backed up is the sole responsibility of the client.

3.1 Software Licensing: Winning Technologies will abide by all manufacture and developer licensing agreements, customer agrees to the terms and fees associated with all licensing fees and understand that licensing fees are not covered under the monthly maintenance or hosting agreements and customer will receive additional billings in accordance with licensing regulations. From time to time software manufactures and developers change the licensing models which may result in additional licensing fees being billed to customer.

3.2 Web Site Development: (Applies only to web sites hosted by Winning Technologies) Winning Technologies will if required register the domain name for customer web site. Winning Technologies will remain the owner of the said domain name until paid in full at which time the customer may request that the ownership be transferred to customer. Winning Technologies will also retain ownership of all creative development of web site and source code until the development costs are paid in full. If customer does not pay invoices within the terms outlined in this document, Winning Technologies has the option of removing the web site from the Internet until payment is received. If customer decides to terminate hosting/development with Winning Technologies customer agrees to pay in full any outstanding balances for hosting or web site development prior to Winning Technologies releasing the web site to another hosting company. Customer also agrees to allow Winning Technologies to show and promote creative material to other clients and perspective clients.

4.1 Proactive system monitoring: Winning Technologies proactive system monitoring is an add-on service and is not included in the standard maintenance contracts. Winning Technologies will utilize customer's maintenance hours in order to evaluate and resolve systems alarms reported by the proactive monitoring system. Non-Maintenance customers will be billed \$155.00 per hour for evaluation and resolution of alarms reported by the proactive monitoring system. Virtualized systems are licensed and monitored based on the logical servers as well as the host server, so if customer has a single host server and four logical servers than that would require five licenses and the client will be charged for five servers being monitored. In a virtual environment although there maybe only one physical server, the logical servers all operate independently of each other reporting individually issues, and logs so in order to have a fully monitored system it does require individually monitoring logical servers.

4.2 XpressStor Controller Warrantee: (Only applies to XpressStor Customers) The XpressStor Electronic Online Backup Controller comes with a one year hardware warrantee effective from the date of purchase of the controller. During warrantee period Winning Technologies / XpressStor reserve the right to replace or repair the effected controller. If the customer does not have the instant replacement option the customer agrees to send the controller to Winning Technologies at the client's expense back to Winning Technologies for repair, Winning Technologies will then at our cost return the controller once the repair is completed. Extended warrantee plans are available to extend warrantee coverage beyond the initial year warrantee. Instant replacement warrantee options are also available, where a replacement controller will be priority delivered to client once the client has notified Winning Technologies / Xpress Host of a hardware failure.

4.3 XpressStor Data Replication: (only applies to XpressStor Customers) XpressStor electronic online backups are bandwidth dependent, so the initial and ongoing data replication to the Xpress Host data centers will vary widely during this process. Once initial replication is complete, additional replications should be improved. Depending on the available bandwidth at the clients location, and the amount of data to be replicated Winning Technologies should be able to provide the client an estimated replication time. The Client can at the clients expense provide an external hard drive and connect it to the XpressStor controller, Winning Technologies will then copy the data from the controller to the hard drive, the client can at clients expense ship the drive to Xpress Host which will load data into the data replication server, and return the external hard drive to customer at Xpress Host's expense. During replication, the controller will continue to backup the local data and servers so the client will be getting a system backup during this process. Xpress Host / Winning Technologies is not responsible for bandwidth limitations at the client's location.

4.4 Hardware warrantee / Labor warrantee: Winning Technologies and subsidiaries will only warrantee hardware in conjunction with the hardware vendor warrantee that is purchased and installed through Winning Technologies. The customer retains the right to purchase hardware from a vendor of their choosing and have it installed by Winning Technologies, however any execution of the manufacture warrantee is the responsibility of the customer and will be a billable labor event on the part of Winning Technologies. Winning Technologies does not provide any parts or labor warrantees on parts, equipment or otherwise for equipment not purchased through Winning Technologies. Winning Technologies does not provide any warrantee that exceeds manufacture warrantee on hardware, and labor warrantee is limited to one year.

5.1 Non-Solicitation: Customer listed on this agreement and all subsidiaries or related businesses that are owned in part or whole shall not solicit, either individually or in concert with an affiliate, otherwise solicit any employee or consultant of Winning Technologies, at any time during the duration of the relationship between customer and Winning Technologies or for a period of three years following the termination of this relationship. Customer will not solicit any terminated Winning Technologies employee or consultant that worked directly or indirectly on customer account for a period of three years from the date of termination of employee or consultant. Winning Technologies will not solicit an employee or consultant of customer for employment with Winning Technologies during the duration of engagement with said customer.

5.2 Contract Termination: This Agreement shall be in effect for a period listed on front of proposal subsequent to the date of the termination of the relationship between Winning Technologies and customer commencing on the date in which customer has notified Winning Technologies in writing of said termination 15 day in advance. Customer agrees to pay all fees due at the final termination date. ~~If customer terminates this contract without cause customer agrees to pay a 100% of the outstanding contract fees.~~

5.3 Payment of Invoices: Winning Technologies payment terms are net 15 days. Payment under this plan is only accepted by credit card, electronic payment or invoice; Electronic payment will be accepted once associated banking completes the proper paper work. Payment by credit card (Visa, MasterCard and American Express) will also be accepted. Winning Technologies LLC technicians should never ask for payment or reimbursement to them directly, do not make payments to any Winning Technologies LLC staff member. Failure to make payment on time could result in a stop work order which could delay support to the client.

5.4 Default of Payment: Any payment not received by Winning Technologies within the 15 days of Invoice will be considered to be in default, and service could be interrupted until payment is received. If client is placed in default client acknowledges that the hardware and software licensing provided under this agreement is the property of Winning Technologies and can be recovered at our discretion, and that access to server/s in the Winning Technologies or subsidiaries data center could be restricted or denied until payment is made.

5.5 International Customers: All funds paid to Winning Technologies or subsidiaries will be made in US funds (Dollars) no other currency will be accepted as payment. All international fees or taxes will be paid by customer.

5.6 Advance Payment Deposit: Winning Technologies and/or subsidiaries will based on the scope of the project and cost of hardware may require advance payment or deposit prior to scheduling the work to be completed. Hardware purchased by Winning Technologies to support client that exceeds \$2,000 dollars will be required to be paid in advance or 50% of the hardware whichever is greater.

5.7 Credit Card Payment: Winning Technologies does accept payment via credit card, Winning Technologies accepts Visa, and MasterCard and American Express payments by credit card will show a charge to Winning Technologies LLC the parent company of Winning Technologies.

5.8 Expenses: Customer is responsible for all reasonable expenses incurred in managing and maintaining the customer account and the execution of this contract. Expenses could include but are not limited to: Airfare, hotel, meals, car rental, mileage, phone charges, shipping, and parts and equipment.

5.9 Software Licensing: Winning Technologies only includes licensing that is outlined in this agreement, customer will be required to provide licensing proof before any software will be loaded on workstations, laptops, or servers. Additional software licensing will increase the monthly cost to customer.

5.10 Travel: Winning Technologies does not bill for actual travel time of technicians or management and support staff but will charge for mileage based on the IRS published mileage rate.

5.11 Project Cancellation: If customer cancels or delays a project proposal the customer will be responsible for all expenses and fees that have been incurred in good faith in the execution of this contract. If customer cancels a project contract customer agrees to pay 100% of the outstanding contract fees along with all costs already incurred on the customers behalf.

6.0 Confidentiality: (a) "Confidential Information" means any information that the Parties designate as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information relating to customer information of the Parties, the marketing or promotion of any of the Parties' services, the Parties' business policies or practices, and information received from others that the Parties are obligated to treat as confidential. Confidential Information disclosed to one of the Parties by the other Party's Subsidiary and/or agents is covered by this Agreement.

(b) Confidential Information shall not include that information defined as Confidential Information above that one of the Parties can establish: (i) is or subsequently become publicly available without either party's breach of any obligation owed the other party; (ii) became known to one party prior to the other party's disclosure of such information to the first party; (iii) became known to one party from a source not subject to an obligation of confidentiality to the first party; (iv) is disclosed by one party to a third party without restrictions on its disclosure and knowledge of disclosure with both Parties; or (v) is independently developed by a party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information including without limitation written or printed documents, source code and computer disks or tapes, whether machine or user readable, specifically, but not limited to, customer or market information.

6.1 Confidentiality Restrictions: (a) The Parties shall not disclose any Confidential Information to third parties except to a party's employees and consultants as provided below. However, a party may disclose Confidential Information in accordance with judicial or other governmental order provided that party shall give the other party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

(b) Each party shall take reasonable security precautions, at least as great as the precautions each party takes to protect its own confidential information, to keep confidential the Confidential Information. Each party may disclose Confidential Information or Materials only to its own employees or consultants on a need-to-know basis. Each party shall execute appropriate written agreements with such employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Parties shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Parties; is rightfully received by Parties without obligations of confidentiality; or is developed by Parties without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) business days after written notice of intent to disclose is given to Parties along with asserted grounds for disclosures.

6.2 Confidentiality; Definition; Term of Protection: All documents and other information which shall be submitted or communicated by either of Parties within the context of this Agreement or otherwise related to the Contractor's performance of the Services ("Information") shall remain the exclusive property of the Party which shall have produced such Information (the "Owner") and shall be held by the other Party (the "Recipient") in trust and treated as confidential during the period of validity of this Agreement and after for a period extending three (3) years from the date of termination of this Agreement.

6.3 Non-Disclosure: The Recipient of Information shall use its best efforts to protect Information from disclosure to others using the same degree of care which it uses to protect its own confidential or proprietary information of like importance, and in no event using less than a reasonable degree of care. The Contractor further agrees that Information received by it in respect to the performance of the Services shall be used only as expressly authorized or directed by the Company and or as otherwise contemplated by this Agreement, and not for any other purpose. Notwithstanding the two previous sentences, the Contractor may disclose Information received by it hereunder: (i) to Affiliates who agree in advance, in writing, to be bound by this Agreement, (ii) to employees and independent contractors and employees and independent contractors of its Affiliates who have a need to know for the purposes of this Agreement and who agree to protect the received Information from unauthorized use and disclosure by and under the terms of a written Non-Disclosure Agreement; (iii) to potential underlying carriers or vendors as specifically approved by the Company and subject to a non-disclosure agreement between the Contractor and the potential vendor or underlying carrier. A Recipient shall not otherwise disclose any Information to a third party without the prior written consent of the Owner.

6.4 Non-Disclosure; Exceptions: The restrictions contained herein this Agreement on the use and disclosure of Information shall not apply to information that:

- was publicly known at the time of Owner's communication thereof to Recipient;
- becomes publicly known through no fault of Recipient;
- was in Recipient's possession free of any obligation of confidence or non-disclosure at the time of Owner's communication thereof to Recipient;
- is developed by Recipient independently of and without reference to any of Owner's Information or other information that Owner disclosed in confidence to any third party; or
- is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or
- is identified by Owner as no longer proprietary or confidential

6.5 Mandatory Disclosure: In the event Recipient is required by law, regulation or court order to disclose any of Owner's Information, Recipient will promptly notify the Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority, and Recipient hereby agrees to cooperate with Owner in seeking such order or remedy.

6.6 HIPAA COMPLIANCE STATEMENT: We at WINNING TECHNOLOGIES realize that our clients must comply with all aspects of confidentiality of patient data. If we require access data elements associated with claims, including patient and provider information. As such, WINNING TECHNOLOGIES has taken steps to ensure its compliance with HIPAA requirements. Our key aspects to our existing policies include, but are not limited to, the following: All WINNING TECHNOLOGIES employees are required to sign a confidentiality agreement with WINNING TECHNOLOGIES. These agreements provide WINNING TECHNOLOGIES the right to terminate employment, if the confidentiality breach is deemed to be significant, harmful or damaging to WINNING TECHNOLOGIES, its clients, and its client's insured members. These confidentiality agreements also provide sanctions for employees as recommended by HIPAA. All client specific information that we receive or generate as a result of delivering our services is treated as confidential, and it is not disclosed to those who do not have a need to view it in relation to the services we deliver to our clients. The electronic data is stored on secure computer servers and PC workstations, which require a unique user name and password to access such data. All client information that exists in printed format is contained within designated working spaces. Information that requires mailing is secured in a sealed envelope prior to leaving Winning Technologies' premises. All WINNING TECHNOLOGIES Client and Vendor agreements include a Business Associate Addendum. The incorporation of this Addendum ensures that all parties involved in the use and/or disclosure of protected health information to be in compliance and that they will remain in compliance with current HIPAA Regulations. The Addendum also outlines the procedures the parties must follow, with regard to protected health information, upon termination of their Agreements. WINNING TECHNOLOGIES currently accepts data directly from our clients. Therefore, we are able to receive and re-transmit data to our clients or other parties involved with the delivery of our services in HIPAA compliant formats with regard to data elements, formats and definitions. We will continue to monitor the latest HIPAA news and legislation to ensure our compliance, where required and as agreed upon with our clients.

6.7 Liability and Damages: The Parties acknowledge that Information is unique and valuable and that a disclosure in breach of this Agreement will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach, the Owner shall be entitled to specific performance, and injunctive and other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages not to exceed monies paid to Winning Technologies in a 12 month period. Winning Technologies. Customer agrees that in all cases damages will not exceed the amount of insurance coverage on a per instance bases. Will take all reasonable action to protect customers' data during outlined projects, helpdesk support, system administration, cyber center services or ongoing maintenance agreements. Data security within the datacenter remains the responsibility of the customer. Security breaches originating from the client location remains the responsibility of the client. Winning Technologies. Does not have any liability regarding lost data due to: (1) the customer site employees/owner security intrusion originating from Client location; (2) Virus introduced at customer location; (3) disgruntled client employee.; (4) accidental data loss by client; (5) natural or manmade disaster, fire, theft, equipment failure or acts of god.

7.1 Automatic Renewal: This contract will automatically renew at the end of the term with an equal term on the face of this contract with a standard rate increase of 5% unless Winning Technologies is notified by customer no less than 60 days prior to expiration that the customer would like to cancel, renegotiate rates or change the operating terms of the contract. Winning Technologies also reserves the right to renegotiate this contract at the renewal date based on customer growth, number of users supported or to change the operating terms of this contract.

7.2 Dispute Resolution: Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any party's duties hereunder will be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association ("AAA") or Consolidated Arbitration Rules of U. S. Arbitration & Mediation ("USA&M"). All hearings will be held in St. Louis, Missouri before an arbitrator who is a licensed attorney with at least 15 years. A judgment upon the award rendered by the arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them by a mediator, mutually selected. A party refusing to mediate shall not prevent the other party from pursuing its claims in arbitration. The parties will share the cost of mediation and arbitration equally. Nothing herein will be construed to prevent any party's use of injunction, unlawful detainer, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute. Prior to any mediation, the parties agree to meet and negotiate in good faith in order to resolve any disputes which may arise between them.

7.3 If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason whatsoever, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This agreement will be governed by and construed in accordance with the laws of the State of Missouri without regard to choice or conflicts of laws principles. Venue shall be in St. Charles County, Missouri in all cases.



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

Debbie Ryan
City Clerk
(314) 872-2517
www.creve-coeur.org/

Meeting: 07/09/18 07:00 PM

DOC ID: 3070

DISCUSSION ITEM (ID # 3070)

Proposed Changes to Deer Ordinance



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: July 5, 2018

TO: Mark Perkins, City Administrator

FROM: Captain Tim Koncki

SUBJECT: Suggested Changes in the Current Deer Ordinance

Mr. Perkins,

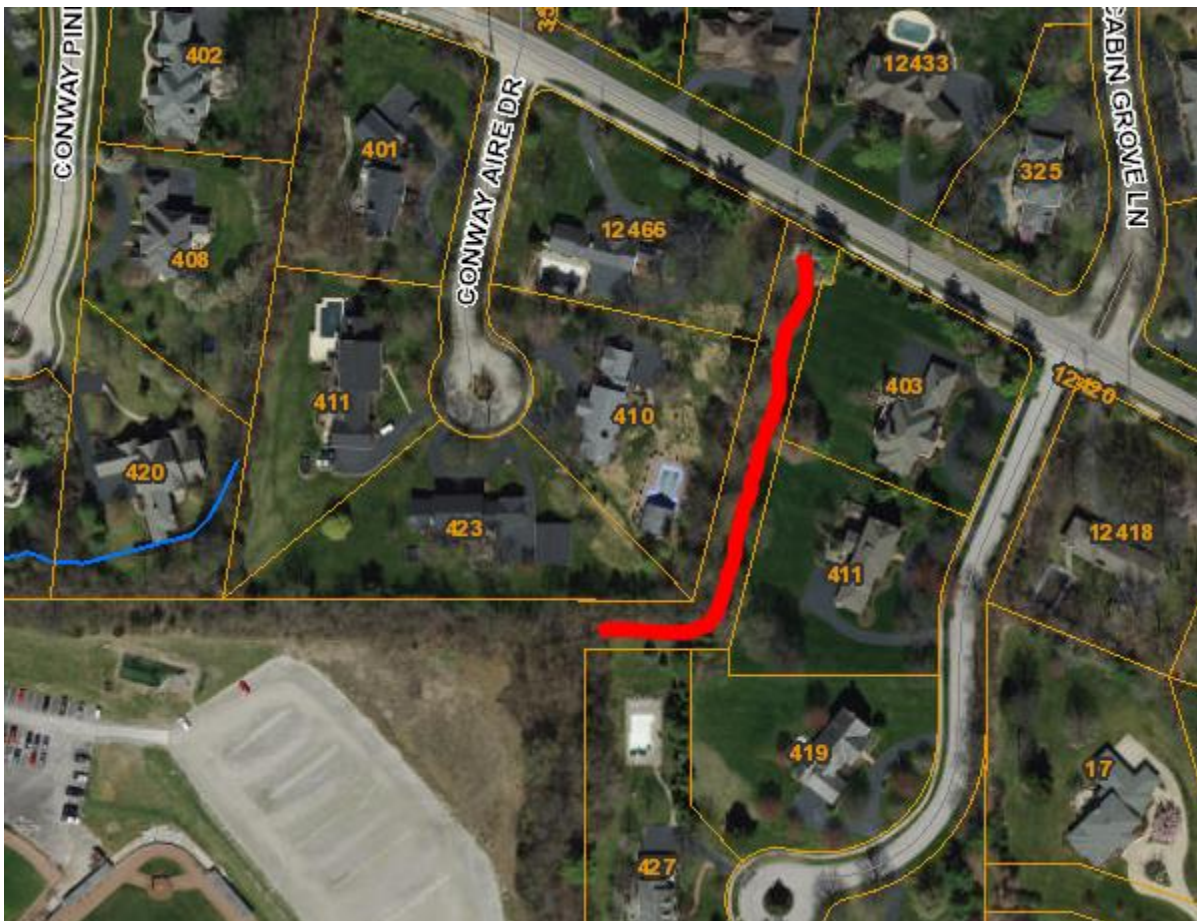
I have attached a draft ordinance outlining proposed changes to the existing ordinance, to include a review with some edits by Mr. Lumley. All changes were made based on comments received from current bow hunters, reviews of other city ordinances. They are ideas only and not necessarily suggestions, since some of them have civil litigation implications.

Unfortunately, I have not been able to meet with or talk with Erin Shank as of this writing, due to our schedules and availability not aligning.

I have spoken to several deer hunters, here are some suggestions for enhanced hunting opportunities:

- BIGGEST DETERRENT: Requirement to put signs in front yard notifying "Deer Hunt in Progress". He said this brings too much attention to the practice and opposing neighbors that live several houses away from hunt are getting aggravated. Also, the signs may create uncomfortable feel for those who may otherwise be interested in allowing hunting on their property. (With that said, I found no such requirement in the ordinance unless I overlooked it. It may be listed on a checklist or unofficial document. Judy K was unaware of any formal requirement)
- Reduce the lot size from 1 acre to 1/2 acre (collectively)
- Suburban hunters believe the highest concentration of deer are in Ladue Conway Estates, Chamblee, Ladue Lakes (Elks Lodge/Traditional Congregation)
- Says Urban Bow Hunters currently have 20 members and is growing slightly. The group took 115 deer last year (area wide).
- The City should more actively advertise the program in hopes of increasing the number of land owners who authorize hunting, possibly to include specifically contacting certain home owners where there is a large deer presence.

- Reducing the distance or working with schools, churches, playgrounds to allow controlled hunts on or near their property.



Missouri Baptist University:

- The University was not completely opposed to giving a variance to the tract of land extending north from the athletic field parking lots to Conway Rd. (pictured below with red outline) that currently does not meet the 150 yard distance requirement. However, he said he would talk to the President of the school before any final decisions. Also, when posed the question to voluntarily allow hunters to hunt properties less than 150 yards from school, again, not adamantly opposed but not generally in favor. He would bring that question to the President as well. It is unknown when he will get back to me.

Traditional Congregation:

- They will present the idea of allowing hunting within distance less than 150 yards to the Board on Tuesday, July 10. The Temple will let me know the outcome.

Holy Cross Lutheran Church:

- They will present the idea of allowing hunting within distance less than 150 yards to the Director and get back with me.

Capt Koncki

Section 205.300 **Definitions.**

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

As used in this Article, the following terms shall have these prescribed meanings:

ARCHERY DEVICE

Any longbow or compound bow or crossbow.

CROSSBOW

A device for discharging quarrels, bolts, or arrows, formed of a bow set crosswise on a stock, usually drawn by means of a mechanism and discharged by the release of a trigger.

FIREARM

1.

The term "firearm", as is used in this Article, means any rifle, shotgun, weapon or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun barrel, tube, pipe, cylinder or similar device by the action of any explosive. The term "firearm" shall not apply to devices used exclusively for commercial, industrial or vocational purposes.

2.

The term "projectile weapon" means any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

UNDER THE INFLUENCE

Shall be defined by the State regulation applied to motor vehicle operation.

Section 205.305 **Regulations.**

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

A.

Establishing regulations of hunting within the corporate limits of the City of Creve Coeur during deer hunting season set by the Department of Conservation or such other specific time authorized by the City of Creve Coeur.

1.

Discharging or releasing arrows from archery devices within the City limits is limited to hunting permitted under this Article.

2.

Prior to any hunting activity under this Section, the property owner shall notify the Creve Coeur Police Department of his or her intent to hunt on his or her property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates of the proposed hunt, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a notification of intent to hunt form and return said form to the Police Department prior to engaging in or permitting any hunting activity on his or her property, with all related consent documents attached thereto.

3.

Prior to the engagement of any hunting activity, the property owner shall provide to the City a certificate of insurance or indemnity bond providing evidence of a policy of liability insurance and/or indemnity bond in an amount not less than two one million dollars (\$2,000,000.00) (\$1,000,000.00) per occurrence insuring or bonding the property owner and/or the designated hunter. The indemnity of the property owner and the hunter may be combined to reach the minimum limits mandated by this Subsection. Said liability insurance and/or indemnity bond shall provide insurance coverage and/or indemnity for all claims for damages resulting from any act of negligence of the designated hunter or by any agent, assign, employee, independent contractors, or licensee of the designated hunter.

Commented [KT1]: This requirement was not cited by hunters as a significant deterrent to participate in hunting CC.

Commented [KT2]: Reducing the amount may lower insurance rates; however in general, hunters carry \$2 million policies based on other jurisdiction requirements. Even if we do lower to \$1m, hunters may still need \$2m to satisfy other jurisdictions.

4.

All current laws of the State of Missouri ~~regardingas regards to the regulations of~~ hunting shall be obeyed within the corporate limits of Creve Coeur, including but not limited to-

Commented [CL3]: Perhaps we should just delete this requirement and on the notice to intent form give them caution that insurance is their responsibility – it is likely not practical for the city to examine insurance documents to verify they are thorough – and recent decisions on somewhat similar issues suggest that city could be taking on some liability by having an ordinance making it a policy that city will assure compliance

56.

Permission to hunt.

Commented [CL4]: Finish renumbering of sections after decision on insurance clause

a.

It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the aforesaid devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying or discharging

such a device while in the immediate presence of the owner, lessee, or person in charge of said premises or property.

b.

In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in charge of any premises or property to set the parameters under which any person may hunt upon any such premises or property under the control of the owner, lessee, or person in charge.

c.

Each hunter on any property upon which the permission to hunt has been granted shall be held responsible for the actions of such other persons to whom such permission has been granted for the same time period by the landowner, lessee, or person in charge.

d.

No person without lawful authority, or without the expressed or implied consent of the owner, lessee or his/her agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Creve Coeur; or being upon the property of another shall fail or refuse to leave such property when requested to do so by the owner, lessee, or person in charge of said property.

e.

Contiguous neighbors must be notified in writing by the property owner and the property owner must be able to show the appropriate documentation of receipt of the notification of the date and time period of the hunt. For purposes of this Subsection, "contiguous" shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur. Lots separated by streets, common areas, or other public thoroughfares shall not be considered contiguous.

7.

In addition to any requirements imposed by Missouri Department of Conservation regulations, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling the Creve Coeur Police Department during normal business hours or by delivering written notification to the Police Chief.

8.

Prior to discharging an archery device intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.

9.

Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or ~~to the parking of~~ a vehicle in any manner otherwise prohibited by the City Code. ~~All hunters shall park their vehicles on the same property on which they are hunting.~~

10.

Prior to hunting within the City limits of Creve Coeur, every individual seeking to hunt shall provide a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

Section 205.310 **Specific Actions Prohibited/Required.**

[Ord. No. 5226 §1, 10-10-2011; Ord. No. 5488 §1, 8-22-2016]

A.

It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.

B.

It shall be unlawful for any person to discharge an archery device at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building that is within the range of discharge, including a safety margin of at least seventy-five (75) feet.

C.

It shall be unlawful for any person to discharge an archery device within one hundred fifty (150) yards of any church, school, or playground unless the owner of such property has provided express written consent to such discharges of closer proximity at a specified date and time period. It shall be unlawful for any person to discharge an archery device, within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the hunter has previously received express written consent ~~authority~~ to such discharge of closer proximity at a specified date and time period. Any such consent may be revoked at any time in the discretion of the person providing same, whether orally or in writing. ~~the archery device within thirty (30) yards from the owner of the dwelling, building,~~

Commented [KT5]: Consider reducing to 100 yards (300 feet).

structure, _____ or _____ vehicle.

ADD language stating (essentially):

No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.

E.

No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within seventy-five (75) feet of any front yard property line.

F.

No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public right-of-way.

G.

All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet to any side or rear property line.

H.

No hunting is authorized on tracts of land under one (1) acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Subsections (E) and (G) herein. All other provisions of the Deer Control Policy shall apply to combined lots.

Commented [KT6]: It was suggested by one of the sanctioned bow hunters that we reduce the land size to 1/2 acre. Chesterfield currently has 1/2 acre rule.

I.

It shall be unlawful for any person under the age of eighteen (18) years old to hunt deer within the City limits of Creve Coeur.

J.

No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in hunting activities within the City limits of Creve Coeur.

Section 205.315 **Deer Retrieval.**

[Ord. No. 5226 §1, 10-10-2011]

A.

Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession.

B.

This Section does not authorize the act of trespass.

C.

It shall be the hunter's responsibility to immediately notify any property owner, other than the specific property owner who previously authorized the hunt, of the fact that an injured or dead deer is located on his or her property.

D.

It shall be the hunter's responsibility to obtain the permission of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search and retrieval of the deer.

E.

In the event that a hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation and the Police Department.

Section 205.320 **Field Cleaning.**

[Ord. No. 5226 §1, 10-10-2011]

A.

Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing the animal.

B.

Any person who kills any deer while hunting shall take all precautionary measures to avoid field dressing the deer in a public or conspicuous location.

C.

Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in plastic bags in private trash depositories, or by other appropriate means. Nothing contained herein shall authorize the illegal dumping of solid waste or authorize the illegal dumping of bio-hazardous waste.

D.

The transportation of a carcass along any public right-of-way is prohibited, unless it is covered or hidden from public view.

Add:

PENALTY FOR VIOLATION

a. Any person, entity, or group of individuals who shall perform an act in violation of this section, or who shall fail to follow the rules and/or regulations contained in this section, shall be deemed to have committed a misdemeanor.

b. The penalty for violating any provision of this section shall be the assessment of a fine up to \$1,000.00 per violation. In addition to any fine imposed herein, the Municipal Court shall have authority to issue a sentence of confinement in jail up to a period of ninety (90) days per violation. Each individual violation may be punishable separately as determined by the Municipal Judge.

Commented [CL7]: This is unnecessary – these can only be ordinance violations and the general code provisions set potential penalties – and there is language above that makes all involved hunters responsible for each other



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

Meeting: 07/09/18 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

SCHEDULED

STAFF REPORT

First Council Meeting in September

The first meeting in September is proposed to be moved from Monday, September 10 to Tuesday, September 11, due to Rosh Hashana.