

CITY OF ROCK HILL  
BOARD OF ALDERMEN MEETING MINUTES  
TUESDAY, JANUARY 2, 2006  
7:00 p.m.

- 1) Mayor Morgan called the meeting to order at 7:00 p.m.
- 2) The Mayor requested and led the recital of the Pledge of Allegiance.
- 3) Roll Call - Roll call was taken with the following members of the Aldermanic Board being present: DiPlacido, Johnson, Scherry, Barnard and McCann. Alderman Redmond was seated at 7:02 p.m.
- 4) Emergency Items to be added to the Agenda – none
- 5) **Citizens to Address the Board:** *Each person addressing the board shall give his/her name, address, and organization or firm represented, if any. He/she shall speak for a period not to exceed three (3) minutes; additional time may be granted by the presiding officer or the Board.*  
Joyce Rouse, 1032 N. Rock Hill – Ms. Rouse read an open letter expressing concerns about NOVUS and the Phase II development project. The concerns included the following: (1) The possibility of Phase II of the project not going forward. (2) NOVUS may be unable to complete the project and are possibly looking for a way out that will not put them in the media spotlight. (3) The closing date keeps jumping forward. It is currently November 2007 at the earliest.
- 6) Public Hearing
  - a) Regarding the request of AT&T Missouri for a franchise to provide video services.  
John Meddler, Attorney, AT&T – Mr. Meddler spoke about the possible advantages of approving the video services agreement. The advantages included the following: (1) The ability to be the 3<sup>rd</sup> city in the state to approve this video services agreement with AT&T. (2) Improved customer service, lower prices, and improvement in quality due to newly introduced competition. He explained how the new TV service would be installed and listed features that are currently available, as well as those that may soon become available. Mr. Meddler also discussed the placement of cabinets relating to the new services. A question and answer session followed and Mr. Meddler offered the following information in response to specific questions: (1) AT&T is offering PEG channels, but not wiring and free video service to schools and government buildings. (2) The projects will go city by city regardless of how many cities choose to participate. (3) AT&T will honor whatever agreements they signed before the state legislation goes through. (4) The system comes into your home and controls all the devices. (5) They have no information on price yet. (6) AT&T will try to make transition as seamless as possible.  
After the question and answer session, Mr. Meddler continued by discussing an additional service called “Home Zone” that they will be offering to residents that cannot be covered by regular IPTV services.  
Paul G. Berra, Senior Director of Government Affairs and Franchise Relations, Charter Communications – Mr. Berra voiced concerns about the proposed AT&T video services agreement. He stated that that the city provided insufficient information with regard to the public hearing. A copy of the proposed legislation was not included in the public notice, nor was it posted in a sufficient area where people could walk in and review it. Mr. Berra voiced the following concerns and objections: (1) While Charter does not have objections to

competition, they feel that the providers should have the same franchise agreement and abide by the same regulations. (2) Charter strongly objects to the characterization of the proposed agreement between AT&T and the city as anything other than a franchise under all applicable law. (3) The proposed bill is not granting AT&T a franchise to provide cable service. Therefore, they are not obligated to abide by the cities regulations for cable service. (4) Charter's current franchise runs to 2012, as would AT&T under this agreement. AT&T is allowed to opt out of their agreement in 3 years if federal or state franchising law is passed, whereas Charter does not have that same opt out language. (5) Charter provides local programming—3 channels for cooperating school districts and 1 channel for HEC. AT&T agreement will provide capability for PEG channels to the extent technologically and economically feasible. (6) The cost of carriage and programming will be at the city's expense with AT&T agreement, whereas Charter has paid the cost to get the educational programming on their cable system and they assist CSD and HEC on costs associated with their programming. (7) Under AT&T agreement there is no 100 percent customer service ability requirement. (8) AT&T will not provide schools, libraries, and government offices with cable and internet services. (9) AT&T does not have to abide by all of the customer service provisions that Charter does. (10) Under the AT&T agreement, the city agrees not to restrict or limit installation of AT&T's IP video services. (11) Charter has provisions for failure to do proper transfer notifications, customer service provisions, and any material violations of their franchise agreement. AT&T has no provisions for anything in regard to liquidated damages for any reasons whatsoever. Mr. Berra proceeded by handing out photos of large boxes that AT&T will use and photos of an property-damaging explosion that AT&T is investigating, which took place in Houston, Texas. He requested that the board read the legal analysis that was provided and assess the legal implications of passing this legislation under the current format before granting AT&T a franchise. Also, he requested that if the legislation passes, steps will be taken to modify Charter's current agreement so that it is the same as AT&T's. Mr. Berra went on to say that AT&T raised rates in San Antonio after 3 months of services up to around 7 percent. He argued that cable is not a monopoly and AT&T is 3 times larger than every cable company combined and does not require special treatment. A question and answer session followed and Mr. Berra offered the following information in response to specific questions: (1) The \$600,000 that Charter has spent on schools, libraries and governmental buildings refers to what has been spent on the entire metropolitan St. Louis area. (2) Charter provides free extended basic cable service and free internet to every school and government facility. (3) Charter currently supplies cable, telephone and internet services in Overland and Creve Coeur. (4) Customers are not restricted to one company providing all of their services.

John Meddler, Attorney, AT&T - Mr. Meddler responded to Mr. Berra's statement and made the following points: (1) The boxes service approximately 300 customers and would not have to be built every 2500 square feet. (2) Boxes will be installed where it will be the least obvious to customers. (3) The box that was said to have exploded really just had smoke coming out of it and it is under investigation. (4) They are not able to provide service to schools, libraries, and government buildings because it is designed only as a residential service. Also, they have agreements with content providers that they cannot provide service in those types of settings. (5) A PEG channel can be used for educational channels. (6) This service will be month to month with customers being able to choose if they want to switch to

another company. (7) Local telephone gets to use AT&T's network. (8) Weldon Springs' term on their Charter agreement is about to expire, so the Weldon Springs attorney suggested making a deal for everyone. (9) They will not be able to provide a map showing the areas covered by IPTV versus Home Zone, but they can provide a DSL footprint. (10) Residents will be able to decide individually whether they want to use Charter or AT&T services.

Paul G. Berra, Senior Director of Government Affairs and Franchise Relations, Charter Communications – Mr. Berra responded to Mr. Meddler's response by stating the following: (1) With regard to the programming content and the ability to provide HEC/CSD, Charter is paying for the costs and helping them pay the costs of the programming itself. With AT&T's program, they will make you pay if you want that programming service. (2) Charter provides "as built" maps at the office as well as strand maps that show where the lines are.

**7) Announcements, Presentations, Proclamations, Communications and Invitations:**

**a) Communication from NOVUS representatives.**

NOVUS representative, Pete Sebelski, made the following points as to the progress of the project: (1) Market at McKnight I is almost out of the ground. (2) They are heading from east to west with Ameren UE's power transmission lines and that is the last thing they need to do. (3) Steel is due in next week on Monday. (4) They will be starting with the building out front (building H). In response to a question about why the steel hasn't yet been delivered, Mr. Sebelski said that it was late and they will need to work with Hensley to make sure they still hit their delivery date. In response to a question by Joyce Rouse, 1032 N. Rock Hill regarding whether they planned on going through with Phase II, Mr. Sebelski said that they definitely did. Bob Weider, 1028 Charleville stated that NOVUS did not have 50 percent signed up and it was because of the price. He also stated that they have tried to contact NOVUS several time with no response.

**8) Old Business** – Alderman DiPlacido brought up business from the November 14 budget meeting regarding the sale of five houses on N. Rock Hill Road. At that meeting, Mr. Liyeos said that he would begin the RFP process. Alderman DiPlacido requested a status report of that. Mr. Liyeos stated that he had completed the demolition RFP that will be published in the paper Friday. As far as the sale, he is still working on it.

Alderman McCann addressed concerns that she has regarding the entrance to Walgreens from the west side on Manchester Road and what can be done about traffic issues. Mr. Liyeos replied that the issue had been brought to his attention by Alderman DiPlacido and City Inspector Neil Cantwell has been observing the traffic there. Alderman DiPlacido discussed Mr. Cantwell's findings that the issue was actually being caused by the traffic light at Kortwright. He suggested a left turn signal at Kortwright, but stated that it was a MODOT issue and would have to go through them. Mayor Morgan led a discussion about measures that need to be taken to resolve this issue.

**9) Minutes of Previous Meetings**

**a) Minutes of the meeting from December 5, 2006**

Alderman McCann motioned to accept the minutes from the December 5 meeting. Alderman Johnson seconded. Alderman McCann requested that page 1, number 9, of the minutes reflects that she did not request that all instances of the word "alderwoman" be

replaced with “alderman,” but that the word “councilman” be replaced with “alderman” or “alderwoman”.

#### **10) Treasurer’s Report-Warrant Listing**

The Finance Director, Don Cary, provided details of the larger items in the listing. In response to a question by Alderman Johnson about a check to Posinelli, Mr. Cary explained that Posinelli is the law firm that represented us on the Salamone case. There was a motion to pay the bills and a second. The motion was carried by voice vote.

**11) Bills and Resolutions:** Pursuant to RSMo. 79.130, all bills and resolutions will be read by "title" only. Copies will be available to the General Public at City Hall during regular office hours.

- a) After some discussion by the board members, it has been decided that a section called “New Business” will be added to the agenda before the “Bills and Resolutions” section.

#### **ITEMS TO BE CONSIDERED FOR FIRST READING:**

- b) **Bill No. 1691:** AN ORDINANCE AMENDING THE CITY OF ROCK HILL MUNICIPAL CODE, CHAPTER 370 VIOLATIONS BUREAU BY ADDING THERETO A CERTAIN NEW SECTION REGARDING FINES.

Alderman Scherry motioned to have the first reading, by title only, of Bill No. 1691.

The motion was seconded by Alderwoman McCann. The motion was carried by voice vote.

After the reading, a motion was made by Alderwoman McCann to accept the first reading of Bill No. 1691. The motion was seconded by Alderman Scherry. After discussion led by City Attorney Ken Heinz, the motion was carried by voice vote.

- c) **Bill No. 1692:** AN ORDINANCE OF THE CITY OF ROCK HILL, MISSOURI, APPROVING AN AGREEMENT WITH AT&T MISSOURI FOR THE PROVISION OF VIDEO SERVICES IN THE CITY.

Alderman Scherry motioned to have the first reading, by title only, of Bill No. 1692. The motion was seconded by Alderman Johnson and carried by voice vote. After questions and discussion, the motion was carried by voice vote. After the reading and lengthy discussion among all members of the board, Alderman Johnson motioned to accept the first reading of Bill No. 1692. The motion was seconded by Alderman Scherry and carried by voice vote.

#### **12) Departmental Reports**

- a) Finance-Monthly Financial Report – Don Cary, Financial Director, reports that the board should have received the monthly financial report in the last packet. Since the numbers are from November, they do not reflect a lot of the property tax revenue that was received in the last few weeks.
- b) Peggy has returned to her previous company and there is a temp, April, currently working in her place. George Liyeos and Don Cary will be meeting soon to discuss how they will be staffing City Hall. City Hall has been reconfigured to include Neil Cantwell full time, which has helped with customer service.
- c) Section 125 plan was started this month for employees to take deductions on payroll before taxes.

- d) We collected 1226 food items during the canned food drive. A number of items were received from Geoff George from donations to his lights display. We collected over 50 toys for the toy drive.

**13) City Attorney Items - nothing**

**14) Mayor's Report**

- a) Mayor Morgan extended thanks to everyone that made the food drive, toy drive, and coat drive a success. She offered special thanks to Geoff George.

**15) City Administrator's Report**

- a) Discussion regarding the installation of "Deaf Child" street sign at 14 Hardith Hill. George Liyeos, City Administrator, brought the possible upcoming installation of the sign to the attention of the board.
- b) Tentative Date for TIF Commission Organizational Meeting set for January 30<sup>th</sup>, at 7:00 p.m. here at City Hall. There has been only one person who cannot make it—Mr. Mandell.
- c) Introduction of Colie Lewis to the board. He is an MPA student that will be interning.

**16) CLOSED SESSION (if necessary): MOTION:** To hold a closed meeting with closed record and closed voting, pursuant to Subsection (1),(2),(3) & (12) of Section 610.021, RSMo, 2004, in order to discuss legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representative and its attorneys; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof; and the hiring, firing, disciplining or promoting of an employee of a public governmental body; and documents related to a negotiated contract.

A motion is made by Alderwoman Barnard to proceed to closed session. The motion is seconded by Alderman Scherry. Voting, by roll call, in favor of the motion were: Redmond, Barnard, McCann, DiPlacido and Scherry. Voting against the motion: Johnson. The motion carried.

**17) Return to Open Session (if necessary)–Board approval of any closed session actions.**

A motion to return to open session was made by Alderwoman McCann. It was seconded by Alderwoman Barnard. The motion carried by voice vote.

**18) ADJOURN**

A motion was made by Alderwoman McCann to adjourn. The motion was seconded by Alderman Johnson and carried by voice vote.