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**AGENDA  
CITY OF CREVE COEUR  
CITY COUNCIL MEETING  
300 N NEW BALLAS ROAD  
Thursday, September 08, 2011  
7:00 PM**

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**COMMENTS FROM THE GENERAL PUBLIC**

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

**PUBLIC HEARING**

**Establish 2011 Real Estate Tax Rates**

**ACCEPTANCE OF AGENDA**

**ANNOUNCEMENTS**

The City Council meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

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

The regularly scheduled meeting of Monday, September 12, 2011 has been cancelled.

**1. CONSENT ORDINANCE READINGS**

**a. Bill No. 5335 - An Ordinance Updating The City Of Creve Coeur's Policy Concerning Open Meetings And Records. Final Reading**

**Summary:** In 2004 the City adopted a policy regarding Open Meetings and Records as required by Section 610.028(2) of the Missouri Sunshine Law and the Missouri General Assembly has subsequently revised the Sunshine Law. This Bill will update the City's policy.

**b. Bill No. 5337 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Intergovernmental Agreement With The Metropolitan Saint Louis Sewer District To Mutually Waive Fees Related To Plan Review, Construction Inspection, And Permitting. Final Reading**

**Summary:** City staff recommends that the City enter into an agreement with MSD to mutually waive inspection fees for MSD and City projects.



CITY OF CREVE COEUR – AGENDA  
CITY COUNCIL MEETING  
Thursday, September 08, 2011  
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**2. CONSENT AGENDA**

**a. Council Minutes dated August 22, 2011**

**b. Bill No. 5335 - An Ordinance Updating The City Of Creve Coeur's Policy Concerning Open Meetings And Records. Final Passage**

**Summary:** In 2004 the City adopted a policy regarding Open Meetings and Records as required by Section 610.028(2) of the Missouri Sunshine Law and the Missouri General Assembly has subsequently revised the Sunshine Law. This Bill will update the City's policy.

**c. Bill No. 5337 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Intergovernmental Agreement With The Metropolitan Saint Louis Sewer District To Mutually Waive Fees Related To Plan Review, Construction Inspection, And Permitting. Final Passage**

**Summary:** City staff recommends that the City enter into an agreement with MSD to mutually waive inspection fees for MSD and City projects.

**d. Resolution No. 980 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With The City Of Chesterfield, Under The Cooperative Salt Program, For Purchasing 1,500 Tons Of Salt For An Amount Of \$62,835.00.**

**Summary:** This purchase will allow the Public Wrks department to stockpile a salt supply to fight winter storms. The cooperative salt purchase allows the participating cities to obtain a much lower price opposed to purchasing on an individual basis.

**BILLS PAYABLE REPORT, FOR INFORMATION ONLY**

**For Information Only**

**Summary:** A report of bills payable dated August 30, 2011 in the amount of \$229,340.40 has been provided for Council review. No vote is required.

**UNFINISHED BUSINESS**

**3. Amended Bill No. 5334 - An Ordinance Repealing Ordinance Number 1171 And Approving A New Conditional Use Permit For An Automotive Dealership Pursuant To Section 405.370(C) Of The City Of Creve Coeur's Code Of Ordinances For Weber Chevrolet Located Within The "CB" Core Business District At 12015 Olive Boulevard. Final Reading and Passage**

**Summary:** An application was made by Paul Kastner, Vice President/General Manager of Weber Chevrolet, on behalf of George Weber III, Weber Chevrolet,





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CITY COUNCIL MEETING  
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to amend the conditional use permit for showroom additions and exterior improvement to the existing building located at 12015 Olive Boulevard, in the “CB” Core Business District. The original conditional use permit was authorized by St. Louis County in 1968 prior to the annexation into the City of Creve Coeur and was subsequently amended by City Ordinance 1171. Automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions in the “CB” Core Business District. Staff recommends repealing the prior permit and replacing with a new conditional use permit. Planning and Zoning recommended approval on August 15, 2011.

**4. Resolution No. 978 - A Resolution To Adopt A Formal Interview Process For Citizens Interested In Positions On Certain Boards And Commissions For The City Of Creve Coeur.**

**Summary:** Resolution proposed by Council Members D'Alfonso and Hoffman to create a policy for interviewing interested candidates for the Planning and Zoning Commission and Board of Adjustment. Further proposed amendments are shown in redline.

**NEW BUSINESS**

**5. Bill No. 5338 - An Ordinance Ordering The Levy And Establishment of The Rates Of Annual Taxes For Municipal Purposes In The City Of Creve Coeur For The Year 2011. First Reading**

**Summary:** City Council establishes a real estate tax rate each year. The proposed rates for 2011 are \$0.087 for residential, \$0.080 for commercial, and \$0.10 for agricultural property. The City of Creve Coeur does not levy a tax on personal property.

**6. Resolution No. 981 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of An Agreement With Navistar, Inc. For The Purchase Of Two 2012 Diesel Powered Two-Ton Dump Trucks For An Amount Of \$175,305.**

**Summary:** The purchase of these two trucks will replace a 1998 GMC 2-ton dump truck and a 2000 GMC 2-ton Chipper truck.

**APPOINTMENTS**

**7. Chair of the Arts Commission**

**Summary:** Nominating Committee met on Thursday, September 1, 2011 and is recommending appointment of the Chair to the newly formed Arts Commission.



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CITY COUNCIL MEETING  
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**BUSINESS FROM THE MAYOR and CITY COUNCIL**

**BUSINESS FROM CITY ADMINISTRATOR**

**8. Allied Waste Contract Extension**

**Summary:** The City's contract with Allied Waste is set to expire June 30, 2012, with an option for the city to extend the contract for an additional five-year period with the same terms. Allied has proposed certain amendments as part of an extension of the contract through June 30, 2015.

**9. Review of Deer Public Forum**

**Summary:** The City hosted a public forum on August 29, 2011 to discuss alternatives for addressing the overabundant deer population in parts of the City. City staff will review the comments received at the forum and discuss next steps.

**10. Transportation Development District Updates**

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

**Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.**

Posted: \_\_\_\_\_ posted 9/1/2011 4:45 p.m.

Deborah Ryan, MRCC  
City Clerk



**MINUTES  
CITY OF CREVE COEUR  
CITY COUNCIL MEETING  
300 N NEW BALLAS ROAD  
Monday, August 22, 2011  
7:00 PM**

**CALL MEETING TO ORDER**

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Dielmann at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, August 22, 2011.

**PLEDGE OF ALLEGIANCE**

Mayor Dielmann led the Pledge of Allegiance.

**INVOCATION**

Mayor Dielmann said the invocation.

**ROLL CALL**

The following members were in attendance:

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

**COMMENTS FROM THE GENERAL PUBLIC**

**(Citizens are asked to limit comments to three minutes)**

Mel Klearman resident of 764 Bergurac Drive and Advisory Director of the Olive/Graeser TDD read and submitted comments for the record. (Exhibit A)

David Caldwell resident of 257 Brooktrail Court stated he is concerned that we have a bad number for the annual pension contribution in the final budget for this year because the market has gone down. Mr. Caldwell suggested Council and staff look at the Pension fund a little harder this year than they ever have before.

Mark Perkins stated over the last couple of years there have been joint work sessions where the Pension Board and the Council meet to discuss. Staff is planning to set a meeting for this year.

Tony Kardis resident of 678 Graeser Acres asked whose responsibility it was to keep the newly laid sod watered and alive in the Olive/Graeser TDD area. The new stoplight at Olive and Graeser is still a dangerous intersection for pedestrians trying to cross Olive.



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Mark Perkins indicated Staff would investigate further.

Mr. Wright, a resident of St. Louis County, expressed concerns about a person who appeared to be surveilling his neighborhood. The Chief indicated he would speak further with Mr. Wright.

### **ACCEPTANCE OF AGENDA**

Council Member Wang moved, seconded by Council Member Kistner to approve the agenda as presented.

Council Member Hoffman requested that Item #11 be moved up to first item of business under New Business.

Council Member Hoffman moved, seconded by Council Member Rhoades to approve the agenda as amended, with the vote upon such motion being as follows: to-wit:

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

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

### **ANNOUNCEMENTS**

**The City Council meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month**

**6:00 p.m. – 7:00 p.m. – Work Session**

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

**However, the regularly scheduled Monday, September 12, 2011 Council meeting has been rescheduled to Thursday, September 8, 2011.**

### **FUTURE PUBLIC HEARINGS**

**Thursday, September 8, 2011 - 7:00 p.m. - Establish 2011 Real Estate Tax Rate**

#### **1. CONSENT ORDINANCE READINGS**

- a. Bill No. 5325 - An Ordinance Amending The City's Property Maintenance Code To Provide For Notification To The City By Ameren Missouri Company When There Is A Successor Of Existing Utility Service. Final Reading**



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- b. Bill No. 5328 - An Ordinance Authorizing The City Administrator To Execute An Agreement With The Missouri Highway And Transportation Commission Regarding Installation Of Automated Traffic Signal Enforcement Equipment. Final Reading**
- c. Bill No. 5329 - An Ordinance Amending Chapter 210 Article X Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Sexual Offenses. Final Reading**
- d. Bill No. 5330 - An Ordinance Amending Chapter 210 Article VI Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Weapons And Firearms Offenses. Final Reading**
- e. Bill No. 5331 - An Ordinance Amending Chapter 340 Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Traffic Regulations. Final Reading**
- f. Bill No. 5332 - An Ordinance Adopting The New Electrical, Plumbing And Mechanical Codes Of St. Louis County As The Electrical, Plumbing And Mechanical Codes Of The City Of Creve Coeur. Final Reading**

City Clerk read Bill Nos. 5325, 5328, 5329, 5330, 5331 and 5332 for the final time.

## **2. CONSENT AGENDA**

Council Member Kistner moved, seconded by Council Member Rhoades to approve the consent agenda as presented.

- a. Council Minutes dated August 8, 2011**
- b. Bill No. 5325 - An Ordinance Amending The City's Property Maintenance Code To Provide For Notification To The City By Ameren Missouri Company When There Is A Successor Of Existing Utility Service. Final Passage**
- c. Bill No. 5328 - An Ordinance Authorizing The City Administrator To Execute An Agreement With The Missouri Highway And Transportation Commission Regarding Installation Of Automated Traffic Signal Enforcement Equipment. Final Passage**
- d. Bill No. 5329 - An Ordinance Amending Chapter 210 Article X Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Sexual Offenses. Final Passage**



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- e. **Bill No. 5330 - An Ordinance Amending Chapter 210 Article VI Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Weapons And Firearms Offenses. Final Passage**
- f. **Bill No. 5331 - An Ordinance Amending Chapter 340 Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Traffic Regulations. Final Passage**
- g. **Bill No. 5332 - An Ordinance Adopting The New Electrical, Plumbing And Mechanical Codes Of St. Louis County As The Electrical, Plumbing And Mechanical Codes Of The City Of Creve Coeur. Final Passage**

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

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5325 becomes Ordinance No. 5209, Bill No. 5328 becomes Ordinance No. 5210, Bill No. 5329 becomes Ordinance No. 5211, Bill No. 5330 becomes Ordinance No. 5212, Bill No. 5331 becomes Ordinance No. 5213 and Bill No. 5332 becomes Ordinance No. 5214.

#### **BILLS PAYABLE REPORT**

##### **For Information Only**

**Summary:** A report of bills payable dated August 16, 2011 in the amount of \$308,500.59 has been provided for Council Review. No vote is required.

#### **UNFINISHED BUSINESS**

- 3. **Bill No. 5323 - An Ordinance Amending Sections 215.080 To 215.120 Of The Creve Coeur Municipal Code Regarding Restrictions On Smoking In Public Places And Places Of Employment. Final Reading and Passage**



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City Clerk read Bill No. 5323 for the final time.

Council Member Kreuter moved, seconded by Council Member D'Alfonso to approve Bill No. 5323.

Carl Lumley stated at the last meeting Council requested a change to prohibit service or consumption of food and alcoholic beverages in smoking shelters. He indicated he had also included possession in the final language,

Council Member Rhoades moved, seconded by Council Member to accept the language amendment for Bill No. 5323 as discussed by City Attorney, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kistner entered into the record an e-mail from Judy and Steve Wasserman opposing the smoking shelters. (Exhibit B)

Bridget Duncan, representative for client located at 600 Emerson, said the intention was to provide an appropriate and aesthetically pleasing shelter.

Council Member Nealey stated she is struggling with this issue as the original intent for the no smoking ordinance was to protect the public health and welfare of the employees in the work place.

Council Member Rhoades stated she is not in favor of smoking but would feel better that smoking is more contained as well as the litter.

Council Member D'Alfonso stated she is not a smoker but doesn't feel that she can tell someone else that they can or cannot smoke.

Council Member Hoffman stated he feels this is promoting smoking and will be voting against.

Council Member Rhoades stated smoking is a personal freedom.



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Council Member Rhoades stated within the original ordinance, hotels and motels can designate smoking rooms and if we don't pass this we are inconsistently effectively telling a business that they can't allow smoking outside.

Council Member Kreuter stated this is a good compromise and will be voting in favor.

Council member Kistner stated shelters could negatively impact adjoining property owners and the smoking shelters could have unintended consequences.

Council Member Rhoades asked what staff's thoughts were.

Paul Langdon stated property owners are always looking for ways to manage behavior. The smoking shelters can be treated as accessory structures and with the definition and guidelines provided we shouldn't be caught in a grey area later if there is a question.

Mayor Dielmann called the question to approve amended Bill No. 5323, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 1 nay, motion carried. Amended Bill No. 5323 becomes Ordinance No. 5215.

**4. Bill No. 5324 - An Ordinance Creating The Creve Coeur Arts Commission, Prescribing The Number And Qualifications Of Its Members And Defining Their Duties. Final Reading and Passage**

City Clerk read Bill No. 5324 for the final time.

Council Member Saunders moved, seconded by Council Member Kreuter to approve Bill No. 5324, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye  
Council Member Wang – Aye  
Council Member D'Alfonso – Aye  
Council Member Rhoades – Aye  
Council Member Nealey – Aye  
Council Member Saunders – Aye





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Council Member Hoffman – Aye

Council Member Kistner – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5324 becomes Ordinance No. 5216.

**5. Bill No. 5326 - An Ordinance Amending The Official Zoning Map Of The City Of Creve Coeur To Rezone Five Acres Of Land From “AR”, Attached Single-Family Residential District To “GC”, General Commercial, And 4.28 Acres Of Land From “AR” Attached Single-Family Residential District To “D” Single-Family Residential District, Together With A Site Concept Plan For The Property Addressed As 13150 Olive Boulevard. Final Reading and Passage**

\*Council member D’Alfonso stepped out of the meeting.

City Clerk read Bill No. 5326 for the final time.

Council Member Wang moved, seconded by Council Member Saunders to approve Bill No. 5326, with the vote upon such motion being as follows, to-wit:

Council member Kistner – Aye

Council Member Hoffman – Aye

Council Member Saunders – Aye

Council Member Nealey – Aye

Council Member Rhoades – Aye

Council Member Wang – Aye

Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5326 becomes Ordinance No. 5217.

**6. Bill No. 5327 - An Ordinance Adjusting The Municipal Boundary At The Property Known And Numbered As 13150 Olive Boulevard. Final Reading and Passage**

City Clerk read Bill No. 5327 for the final time.

Council Member Kistner moved, seconded by Council Member Saunders to approve Bill No. 5327, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye

Council Member Wang – Aye



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Council Member Rhoades – Aye  
Council Member Nealey – Aye  
Council Member Saunders – Aye  
Council Member Hoffman – Aye  
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5327 becomes Ordinance No. 5218.

Carl Lumley reported that the companion ordinance in Chesterfield will hopefully be approved by October.

\*Council member D'Alfonso returned to the meeting.

## **NEW BUSINESS**

### **11. Resolution No. 978 - A Resolution To Adopt A Formal Interview Process For Citizens Interested In Positions On Certain Boards And Commissions For The City Of Creve Coeur.**

City Clerk read Resolution No. 978.

Council Member Haddenhorst moved, seconded by Council Member D'Alfonso to approve Resolution No. 978.

Council Member D'Alfonso submitted for the record a statement from Karol Plawsky dated August 8, 2011. (Exhibit C)

Council Member Hoffman stated he had discussions with Council Member D'Alfonso several months ago and they both felt that this issue was very important and wanted to put in motion a process where people were interviewed by the Nominating Committee for the top four committees. The Nominating Committee should have an opportunity to speak with the applicants instead of just going off of paper resumes.

Council Member D'Alfonso stated the interview process will allow citizens/residents to get to know their elected officials by speaking with them directly and will get a chance to know more about the committee.

Council Member Saunders asked if the intent would be to interview every person that applied for a vacant position?

Council Member D'Alfonso stated the Nominating Committee would need to interview the majority and they would have to choose those they would like to interview. Often the process is



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thinned naturally by people who have applied that are not in the city limits or are not even in a related field to the committee that they are applying for.

Council Member Nealey stated she is in favor of the process and what it is trying to achieve and agrees with the idea of feedback to the applicants that were considered but not appointed. This makes the process appear more transparent.

Council Member Kistner stated it is a good idea but in reality the time it is going to take to get all of the applicants scheduled for an interview and having interviews is not going to translate into more in-depth and comprehensive minutes for the Nominating Committee.

Council Member D'Alfonso stated her hope would be that there will be discussion during the interview process and that information doesn't need to be in the minutes but would like to see the Nominating Committee express why they feel one person is more qualified than another.

Council Member Hoffman asked why shouldn't the discussions and/or interviews be reflected in the meeting minutes. The minutes of a meeting should reflect the discussion and how a decision was made and the meeting should be open to the public.

Council Member Rhoades suggested deferring this until a future meeting since we have several items left on that agenda and there are new ideas that have been suggested this evening to consider. This is definitely a step in the right direction.

Council Member Rhoades moved, seconded by Council Member Kistner to defer Resolution 978, with the vote upon such motion being as follows, to-wit:

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

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

**7. Bill No. 5334 - An Ordinance Repealing Ordinance Number 1171 And Approving A New Conditional Use Permit For An Automotive Dealership Pursuant To Section 405.370(C) Of The City Of Creve Coeur's Code Of Ordinances For Weber Chevrolet Located Within The "CB" Core Business District At 12015 Olive Boulevard. First Reading**



CITY OF CREVE COEUR – MINUTES  
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7:00 PM

City Clerk read Bill No. 5334 for the first time.

Paul Langdon, Community Development Director, made a presentation regarding this application.

Council Member Kistner stated she would like to see acknowledgement from the Trustees of Orchard Lakes Subdivision that they are in receipt of the communication of the proposed changes. Council Member Kistner suggested vertical planting in the narrow space in front of the business.

Council Member Wang stated he has heard rumors that Orchard Lakes is being bought out.

Paul Langdon stated he has also heard that someone is looking to buyout the homes for the property but we have not seen anything in writing.

Council Member Rhoades moved, seconded by Council Member Saunders to amend Bill No. 5334 to change the date in the Bill for the building plans from June 22, 2011 to July 22, 2011 and the landscaping drawings received dated August 11, 2011 as attached as Exhibit 1, with the vote upon such motion being as follows, to-wit:

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

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

Cliff Heitmann of Bax Engineering stated he was available to answer questions from the Council.

Jay Schoessel of SPF Architects discussed the building materials and was available to answer any questions.

Council Member Rhoades asked if there has been any feedback from the Chevy Corporation?

Paul Kastner of Weber Chevrolet stated Chevy has empowered the dealership to get a new facelift approved.

George Weber, Jr. thanked the City for their many years of support and cooperation in allowing them to continue to improve and grow.



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\* - Council Member Kistner left the meeting at 8:33 p.m.

**8. Bill No. 5335 - An Ordinance Updating The City Of Creve Coeur's Policy Concerning Open Meetings And Records. First Reading**

City Clerk read Bill No. 5335 for the first time.

**9. Bill No. 5336 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Municipal Housing And Community Development Cooperation Agreement With St. Louis County For Fiscal Years 2012-2014 And Containing An Emergency Clause. First Reading - Final Reading and Passage Requested**

City Clerk read Bill No. 5336 for the first time.

Council Member Rhoades moved, seconded by Council Member Kreuter to allow for the second reading of Bill No. 5336, with the vote upon such motion being as follows, to-wit:

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

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

City Clerk read Bill No. 5336 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5336, on an emergency basis for the reasons stated therein, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5336 becomes Ordinance No. 5219.



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**10. Bill No. 5337 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Intergovernmental Agreement With The Metropolitan Saint Louis Sewer District To Mutually Waive Fees Related To Plan Review, Construction Inspection, And Permitting. First Reading**

City Clerk read Bill No. 5337 for the final time.

**11. Resolution No. 978 - A Resolution To Adopt A Formal Interview Process For Citizens Interested In Positions On Certain Boards And Commissions For The City Of Creve Coeur.**

This item was addressed earlier in the meeting.

**APPOINTMENTS**

**12. Arts Commission Nominating Committee**

Council Member Hoffman moved, seconded by Council Member D'Alfonso to appoint Council Member Saunders at the third person for the Arts Commission Nominating Committee to appoint a chair, with the vote upon such motion being as follows, to-wit:

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

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

\* - Council Member Hoffman left the meeting at 8:45 p.m.

**BUSINESS FROM THE MAYOR and CITY COUNCIL**

**13. Arbor Day/Spring Seminar Signage**

Council Member D'Alfonso stated she is the Council liaison for the REB committee and they are requesting the City to purchase four (4) signs for their annual Arbor Day/Spring Seminar. Estimated costs for the signs are \$150 each and are similar to the signs used by the City's Public Works Department. Council Member D'Alfonso asked if there needs to be a formal vote to move this forward if there aren't any objections from the Council.

Mark Perkins stated no motion necessary since there is a consensus.

**BUSINESS FROM CITY ADMINISTRATOR**



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**14. West Central Dispatch Center Update**

Mark Perkins stated the West Central Dispatch Center has been in operation for several months. The first fiscal year has been concluded and it was a partial year and it has been running well. Mark Perkins stated it has been operating right on track as expected.

Dan Smith stated in November of 2010 the Creve Coeur City Council approved participation in WCDC for police dispatch services. The total city contribution for FY 11 was \$297,220. The financial statements for the year ending June 30, 2011 have been issued. The statement indicates a surplus of \$129,176 for FY 2011. This was a result of WCDC not being fully operational until March 2011. This surplus is being maintained by WCDC to meet the reserve requirement mandated in the agreement. It was originally planned to retain some of the equipment repayment to the participants however that will not be necessary as a result of the surplus.

Chief Eidman also indicated that things have been running smoothly.

Robert Kent resident of 13804 Ferntrails Lane read and submitted a statement and information for the record. (Exhibit D)

**15. Speaker Cards and Meeting Information Sheet**

Carl Lumley stated the suggested changes to the cards and information sheet build on the idea of more consistently limiting comments from residents/citizens to three minutes during a Council meeting. Amending both the Council information sheet and the speaker cards will provide clearer and consistent information to the public.

Council Member Rhoades stated the examples that were provided in the packet were great.

**16. Executive Session - Approval of past closed minutes, real estate, litigation, attorney-client.**

Executive Session items discussed at Executive Session work session previously held at 6:30 p.m. before regular session.

Council Member Wang moved, seconded by Council Member D'Alfonso to adjourn at 8:58 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye  
Council Member Nealey – Aye  
Council Member D'Alfonso – Aye  
Council Member Rhoades – Aye  
Council Member Wang – Aye  
Council Member Saunders – Aye

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



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Deborah Ryan  
City Clerk

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Harold Dielmann  
Mayor



BILL NO. 5335

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE UPDATING THE CITY OF CREVE COEUR'S POLICY CONCERNING OPEN MEETINGS AND RECORDS.**

**WHEREAS**, in 2004 the City adopted a policy regarding Open Meetings and Records as required by Section 610.028(2) of the Missouri Sunshine Law, by means of Substitute Resolution 582; and

**WHEREAS**, the Missouri General Assembly has subsequently revised the Missouri Sunshine Law in several respects, and

**WHEREAS**, the City Council desires to update the City's policy and eliminate references to Substitute Resolution 582 in the Code of Ordinances,

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

**SECTION 1.** Section 110.020.A.2 is hereby revised to read as follows:

The City is required by law to give notice of the time, date, place and tentative agenda of each meeting and work session. The notice of a regular meeting or work session shall be posted on the prominent bulletin board at the Government Center at least 24 hours prior to the meeting.

**SECTION 2.** Section 110.020.B.2 is hereby revised to read as follows:

The City is required by law to give notice of the time, date, place and tentative agenda of each meeting and work session. The notice of a special meeting or work session shall generally be posted on the prominent bulletin board at the Government Center at least 24 hours prior to the meeting. If an emergency exists which makes it impossible to give 24 hours notice or to hold the meeting at a time and place reasonably accessible and convenient to the public, an explanation must be reflected in the minutes and notice posted as soon as possible.

**SECTION 3.** Substitute Resolution 582 is hereby repealed and a new policy regarding open meetings and records is hereby adopted in lieu thereof, in the form of Exhibit A hereto. The cross references shown in the Code of Ordinances, including at the start of Chapter 100, shall be updated accordingly.

**SECTION 4.** This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
TARA NEALY  
PRESIDENT OF CITY COUNCIL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
HAROLD DIELMANN  
MAYOR

ATTEST:

\_\_\_\_\_  
DEBORAH RYAN, MRCC  
CITY CLERK

**EXHIBIT A****CITY OF CREVE COEUR POLICY REGARDING OPEN MEETINGS AND RECORDS PURSUANT TO THE MISSOURI SUNSHINE LAW (2011).**

The City (which includes all of its governmental bodies, boards and agencies) and its officials, officers and employees shall comply with the Missouri Sunshine Law (Chapter 610 RSMo.) and the following policy adopted pursuant thereto:

**SECTION 1.** All meetings, records, votes, actions and deliberations of public governmental bodies of the City shall be open to the public in accordance with Chapter 610 RSMo., except the City may close any meeting, record, vote, action or deliberation relating to the following:

- a. Legal actions, causes of action or litigation involving the City and any confidential or privileged communications between the City or its representatives and its attorneys. However, any minutes, vote or settlement agreement, relating to legal actions, cause of action or litigation involving the City or any entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of the City as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011 RSMo, however, the amount of any moneys paid by, or on behalf of, the City shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record.
- b. Leasing, purchase or sale of real estate by the City where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by the City shall be made public upon full execution of the contract for lease, purchase or sale of the real estate.
- c. Hiring, firing, disciplining or promoting of particular employees by the City when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by the City, to hire, fire, promote or discipline an employee shall be made available to the public with a record of how each member voted within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees.
- d. The state militia or National Guard or any part thereof.
- e. Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological or alcoholism or drug dependency diagnosis or treatment.

- f. Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; ~~however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents or other guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years.~~
- g. Testing and examination materials, before the test or examination is given or if it is to be given again before so given again.
- h. Welfare cases of identifiable individuals.
- i. Preparation, including any discussions or work product, on behalf of the City or its representatives for negotiations with employee groups.
- j. Software codes for electronic data processing and documentation thereof.
- k. Specifications for competitive bidding, until either the specifications are officially approved by the City or the specifications are published for bid.
- l. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
- m. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of the City once they are employed as such; ~~and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source.~~
- n. Records that are protected from disclosure by law, including but not limited to tax records made confidential by state or federal law, information received from executive agencies pursuant to Section 610.032 RSMo. and social security numbers received from a state entity pursuant to Section 610.035 RSMo.
- o. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest.
- p. Records relating to municipal hotlines established for the reporting of abuse and wrongdoing.
- q. Confidential or privileged communications between the City and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to Chapter 610.
- r. Operational guidelines and policies developed, adopted, or maintained by the City for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Nothing in this exception shall be deemed to close information regarding

expenditures, purchases, or contracts made by the City in implementing these guidelines or policies. ~~When seeking to close information pursuant to this exception, t~~The City ~~shall affirmatively states in writing~~ that disclosure of such closed records would impair its ability to protect the safety or health of persons, and ~~shall in the same writing~~ states that the public interest in nondisclosure outweighs the public interest in disclosure of the records. This exception shall sunset on December 31, 201208.

- s. Existing or proposed security systems and structural plans of real property owned or leased by the City, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to the City for use to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:
  - 1. Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open.
  - 2. ~~When seeking to close information pursuant to this exception, t~~The City ~~shall affirmatively states in writing~~ that disclosure of such closed records would impair its ability to protect the security or safety of persons or real property, and ~~shall in the same writing~~ states that the public interest in nondisclosure outweighs the public interest in disclosure of the records.
  - 3. Records that are voluntarily submitted by a nonpublic entity shall be reviewed within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed.
  - 4. This exception shall sunset on December 31, 201208.
- t. Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the City. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the City for such computer, computer system, computer network, or telecommunications network shall be open.
- u. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the City and a person or entity doing business with the City. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of the City or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by the City. (Reference 610.021 RSMo.).

**SECTION 2.** All records that may be closed hereby are deemed closed records unless the ~~City Council~~public governmental body votes to make them public. (Reference 610.021 RSMo.).

**SECTION 3.** Before closing a meeting or vote to the public, either notice shall be provided pursuant to Section 4 of this policy, or a majority of a quorum of the public governmental body must vote to do so in a public vote. ~~And~~ the vote of each member of the public governmental body on the question of closing the meeting or vote and the reason for closing the meeting or vote by reference to a specific exception under Chapter 610 RSMo shall be announced at a public meeting and entered into the minutes. In the event any member of a public governmental body makes a motion to close a meeting, or a record, or a vote from the public and any other member believes that such motion, if passed, would cause a meeting, record or vote to be closed from the public in violation of any provision in Chapter 610 RSMo, such latter member shall state his or her objection to the motion at or before the time the vote is taken on the motion. The public governmental body shall enter in the minutes of the public governmental body any such objection made. Any member making such an objection shall be allowed to fully participate in any meeting, record or vote that is closed from the public over the member's objection. In the event the objecting member also voted in opposition to the motion to close the meeting, record or vote at issue, by statute the objection and vote of the member as entered in the minutes shall be an absolute defense to any claim filed against the objecting member pursuant to section 610.027 RSMo. (Reference 610.022 RSMo.)

**SECTION 4.** The public governmental body shall give notice of the time, date and place of a proposed closed meeting and the reason for holding it by reference to a specific exception allowed pursuant to the provisions of section 610.021. The notice shall comply with Section 6 below. (Reference 610.022 RSMo.)

**SECTION 5.** Any meeting or vote closed pursuant to Section 610.021 RSMo. shall be closed only to the extent necessary for the specific reason(s) announced to justify the closed meeting or vote. No business may be discussed in a closed meeting that does not directly relate to the specific reason announced to close the meeting to the public. Public governmental bodies holding a closed meeting must close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session. (Reference 610.022 RSMo.)

**SECTION 6.** A public governmental body shall give notice of the time, date, place and tentative agenda of each meeting, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If the public governmental body plans to meet by Internet chat, Internet message board, or other computer link, it shall post a notice of the meeting on its web site in addition to its principal office and shall notify the public how to access that meeting. (However, see section 12 below). Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on the designated bulletin board at the Government Center.

Notice conforming with all of the applicable requirements shall be given at least 24 hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a public governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. If another provision of law requires a manner of giving specific notice of a meeting, hearing or an intent to take action by a public governmental body, compliance with that law shall constitute compliance with the notice requirements in this section. (Reference 610.020 RSMo.)

**SECTION 7.** For any public meeting where a vote of the City Council is required to implement a tax increase, or with respect to a retail development project when the City Council votes to utilize the power of eminent domain, create a transportation development district or a community improvement district, or approve a redevelopment plan that pledges public funds as financing for the project or plan, the City shall give notice conforming with all requirements of subsection 1 of Section 610.020 RSMo (and Section 6 of this policy) at least four days before the City Council may vote on such issues, exclusive of weekends and holidays when the Government Center is closed; provided that this section shall not apply to any votes or discussions related to proposed ordinances which require a minimum of two separate readings on different days for their passage. The provisions of subsection 4 of Section 610.020 RSMo (and Section 9 of this policy) shall not apply to any matters that are subject to the provisions of this section. No vote shall occur until after a public meeting on the matter at which the parties in interest and the citizens shall have an opportunity to be heard. If the notice required under this section is not properly given, no vote on such issues shall be held until proper notice has been provided under this section. Any legal action challenging compliance with the notice requirements provided herein shall be filed within 30 days of the subject meeting, or such meeting shall be deemed to have been properly held as provided in Section 67.2725 RSMo. For the purpose of this section, a tax increase shall not include the setting of annual tax rates provided for under Sections 67.110 and 137.055 RSMo. (Reference 67.2725 RSMo.).

**SECTION 8.** Each meeting of a public governmental body of the City shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public, and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals. (Reference 610.020 RSMo.).

**SECTION 9.** When it is necessary to hold a meeting on less than twenty-four hours notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes. (Reference 610.020 RSMo.).

**SECTION 10.** A formally constituted subunit of a parent governmental body of the City may conduct a meeting without notice during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting, if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body. (Reference 610.020 RSMo.).

**SECTION 11.** A public governmental body of the City shall allow for the recording by audiotape, videotape, or other electronic means of any open meeting. The City may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record, or vote closed pursuant to the provisions of section 610.021 shall be permitted without permission of the public body. ~~any person who violates this provision shall be guilty of a class C misdemeanor~~ (Reference 610.020 RSMo.).

**SECTION 12.** A journal or minutes of opened and closed meetings shall be taken and retained by the public governmental body, including but not limited to a record of any votes taken at such meetings. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" or abstinence if not voting to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public



meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of ~~the City Council a public governmental body consisting of members who are all elected~~ shall be cast by members of the ~~Council public governmental body~~ who are physically present and in attendance at the meeting. When it is necessary to take votes by roll call in a meeting of the ~~Council public governmental body~~, due to an emergency of the public body, with a quorum of the members ~~of the public body~~ physically present and in attendance and less than a quorum of the members ~~of the public governmental body~~ participating via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting. (Reference 610.015, 610.020 RSMo.)

**SECTION 13.** The City Clerk is the custodian of records and is responsible for maintenance and control of all public records. The City Clerk shall provide public access to all open public records as soon as possible but no later than the third business day following the date the request is received by the City Clerk. If records are requested in a certain format, the City Clerk shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the City Clerk shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three days for reasonable cause. If additional delay is necessary, the City Clerk shall give an explanation for the delay and the date the record will be available for inspection.

No person shall remove original public records from the offices of the City without written permission of the City Clerk. The City shall not grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record.

If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the City Clerk shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying. When designing a public record, the City shall, to the extent practicable, facilitate a separation of exempt from nonexempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the information, the City Clerk shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat that purpose of the exemption.

If a request for access is denied, the City Clerk shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date the request for the statement is received.

The City shall charge ten cents (\$.10) per page for a paper copy not larger than 9 by 14 inches and Nineteen and 00/100 Dollars (\$19.00) per hour for duplicating time, and the actual cost of research time. The City Clerk may require payment prior to duplicating copies. Based on the scope of the request, the City shall produce the copies using employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the City to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the City Council determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the City and is not primarily in the commercial interest of the requester.

Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the City required for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming.

The City Clerk shall remit all moneys received from fees charged pursuant to Sections 610.010 and 610.028 to the appropriate fiscal officer of the City for deposit to the City's accounts.

The City Clerk may designate deputy custodians in the following departments:

Administrative  
Finance  
Community Development  
Public Works  
Parks & Recreation  
Police

(Reference 610.023, 610.024, 610.026 RSMo.).

**SECTION 14.** To the extent the City keeps its records in an electronic format, it will try to provide access to its public records to members of the public in an useable electronic format. The City may not enter into a contract for the creation or maintenance of a public records database if that contract impairs the ability of the public to inspect or copy the public records of the City, including public records that are on-line or stored in an electronic recordkeeping system used by the City. Such contract may not allow any impediment that as a practical matter makes it more difficult for the public to inspect or copy the records than to inspect or copy the City's records. For purposes of this section, a useable electronic format shall allow, at a minimum, viewing and printing of records. However, if the City keeps a record on a system capable of allowing the copying of electronic documents into other electronic documents, the City shall provide data to the public in such electronic format, if requested. The activities authorized pursuant to this section may not take priority over the primary responsibilities of the City. For purposes of this section the term "electronic services" means on-line access or access via other electronic means to an electronic file or data base. ~~This subsection shall not apply to contracts initially entered into before August 28, 2004.~~

The City shall include in a contract for electronic services provisions that:

- (1) Protect the security and integrity of the information system of the City and information systems that are shared by public governmental bodies; and
- (2) Limit the liability of the City for providing the services.

(Reference 610.029 RSMo.).

**SECTION 15.** Any member of a public governmental body of the City who transmits any message relating to public business by electronic means shall also concurrently transmit that



message to either the member's public office computer or the custodian of records in the same format. The provisions of this section shall only apply to messages sent to two or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the City Clerk or at the member's office computer shall be a public record subject to the exceptions of section 610.021 RSMo. (Reference 610.025 RSMo.)

**SECTION 16.** As used in this policy: "Arrest" shall mean an actual restraint of the person of the defendant, or by his or her submission to the custody of the officer, under authority of a warrant or otherwise for a criminal violation which results in the issuance of a summons or the person being booked; "Arrest report" shall mean a record of a law enforcement agency of an arrest and of any detention or confinement incident thereto together with the charge therefor; "Inactive" shall mean an investigation in which no further action will be taken by a law enforcement agency or officer for any of the following reasons: (a) A decision by the law enforcement agency not to pursue the case; (b) Expiration of the time to file criminal charges pursuant to the applicable statute of limitations, or ten years after the commission of the offense; whichever date earliest occurs; (c) Finality of the convictions of all persons convicted on the basis of the information contained in the investigative report, by exhaustion of or expiration of all rights of appeal of such persons; "Incident report" shall mean a record of a law enforcement agency consisting of the date, time, specific location, name of the victim and immediate facts and circumstances surrounding the initial report of a crime or incident, including any logs of reported crimes, accidents and complaints maintained by that agency; "Investigative report" shall mean a record, other than an arrest or incident report, prepared by personnel of a law enforcement agency, inquiring into a crime or suspected crime, either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties. (Reference 610.100 RSMo.).

**SECTION 17.** The City Police Department shall maintain records of all incidents reported to it, and investigations and arrests made by it. All incident reports and arrest reports shall be open records. Notwithstanding any other provision of law other than the provisions of subsections 4, 5 and 6 of Section 610.100 RSMo. or Section 320.083 RSMo, except as provided herein investigative reports are closed records until the investigation becomes inactive. If any person is arrested and not charged with an offense against the law within thirty days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed and except as provided in Section 610.120 RSMo.

Except as provided in subsections 4, 5, 6 and 7 of Section 610.100 RSMo, if any portion of a record or document of a law enforcement officer or agency, other than an arrest report, which would otherwise be open, contains information that is reasonably likely to pose a clear and present danger to the safety of any victim, witness, undercover officer, or other person; or jeopardize a criminal investigation, including records which would disclose the identity of a source wishing to remain confidential or a suspect not in custody; or which would disclose techniques, procedures or guidelines for law enforcement investigations or prosecutions, that portion of the record shall be closed and shall be redacted from any record made available pursuant to Chapter 610 RSMo.

Any person, including a family member of such person within the first degree of consanguinity if such person is deceased or incompetent, attorney for a person, or insurer of a person involved in any incident or whose property is involved in an incident, may obtain any records closed pursuant to Section 610.100 RSMo or Section 610.150 RSMo for purposes of investigation of any civil claim or defense, as provided by Section 610.100.4 RSMo and this policy. Any individual, his or her family member within the first degree of consanguinity if such individual is deceased or incompetent, his or her attorney or insurer, involved in an incident or whose property is involved in an incident, upon written request, may obtain a complete unaltered and unedited incident report concerning the

incident, and may obtain access to other records closed by the Police Department pursuant to Section 610.100 RSMo. Within thirty days of such request, the Department shall provide the requested material or file a motion with the Circuit Court of St. Louis County stating that the safety of the victim, witness or other individual cannot be reasonably ensured, or that a criminal investigation is likely to be jeopardized and thereafter comply with the final rulings of the courts thereon.

The victim of an offense as provided in Chapter 566 RSMo, may request that his or her identity be kept confidential until a charge relating to such incident is filed. (Reference 610.100 RSMo.).

**SECTION 18.** Whenever a criminal background check is requested in connection with gaining employment, housing or any other services or benefit of any homeless former member of the organized militia or the armed forces of the United States who has been honorably discharged, such background check shall be completed and transmitted to the requesting party without any fee or other compensation for such background check or copy of any relevant public record pertaining to such request. For purposes of this section "homeless" means an involuntary state characterized by a lack of housing or shelter. (Reference 610.103 RSMo.).

**SECTION 19.** If a person arrested is charged, but the case is subsequently nolle prossed, dismissed, or the accused is found not guilty or imposition of sentence is suspended in the court in which the action is prosecuted, official records pertaining to the case shall thereafter be closed records when such case is finally terminated except as provided in subsection 2 of Section 610.105 RSMo. and Section 610.120 RSMo. and except that the court's judgment or order or the final action taken by the prosecutor in such matters may be accessed. If the accused is found not guilty due to mental disease or defect pursuant to Section 552.030, RSMo, official records pertaining to the case shall thereafter be closed records upon such findings, except that the disposition may be accessed only by law enforcement agencies, child-care agencies, facilities as defined in Section 198.006, RSMo, and in-home services provider agencies as defined in Section 660.250, RSMo, in the manner established by Section 610.120 RSMo.

If the person arrested is charged with an offense found in Chapter 566 RSMo, Sections 568.045, 568.050, 568.060, 568.065, 568.080, 568.090, or 568.175, RSMo, and an imposition of sentence is suspended in the court in which the action is prosecuted, the official records pertaining to the case shall be made available to the victim for the purpose of using the records in his or her own judicial proceeding, or if the victim is a minor to the victim's parents or guardian, upon request. (Reference 610.105 RSMo.).

**SECTION 20.** Records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in Section 610.120 RSMo. and Section 43.507 RSMo. The closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to Section 43.500 RSMo, criminal justice employment, screening persons with access to criminal justice facilities, procedures, and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency including but not limited to watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by Section 43.543 RSMo, to submit and when submitting fingerprints to the central repository; the sentencing advisory commission created in Section 558.019 RSMo, for the purpose of studying sentencing practices in accordance with Section 43.507 RSMo; to qualified entities for the purpose of screening providers defined in Section 43.540 RSMo; the department of revenue for driver license administration; the division of workers' compensation for the purposes of determining eligibility for crime victims' compensation pursuant to Sections 595.010 to

595.075 RSMo, department of health and senior services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.

These records shall be made available only for the purposes and to the entities listed in this section. Upon receipt of a request for criminal history information under its control, the Police Department may require positive identification, to include fingerprints of the subject of the record search, prior to releasing closed record information. Dissemination of closed and open records from the Missouri criminal records repository shall be in accordance with Section 43.509 RSMo. All records which are closed records shall be removed from the records of the courts, administrative agencies, and law enforcement agencies which are available to the public and shall be kept in separate records which are to be held confidential and, where possible, pages of the public record shall be retyped or rewritten omitting those portions of the record which deal with the defendant's case. If retyping or rewriting is not feasible because of the permanent nature of the record books, such record entries shall be blacked out and recopied in a confidential book. (Reference 610.120 RSMo.).

**SECTION 21.** All records ordered to be expunged pursuant to Section 610.123 RSMo. shall be destroyed, except that if destruction of the record is not feasible because of the permanent nature of the record books, such record entries shall be blacked out. Entries of a record ordered expunged pursuant to Section 610.123 RSMo. shall be removed from all electronic files. (Reference 610.124 RSMo.).

**SECTION 22.** Except as provided herein, any information acquired by the Police Department by way of a complaint or report of a crime made by telephone contact using the emergency number, "911", shall be inaccessible to the general public. However, information consisting of the date, time, specific location and immediate facts and circumstances surrounding the initial report of the crime or incident shall be considered to be an incident report and subject to Section 17 of this policy. Any closed records pursuant to this section shall be available upon request by law enforcement agencies or the division of workers' compensation or pursuant to a valid court order authorizing disclosure upon motion and good cause shown. (Reference 610.150 RSMo.).

**SECTION 23.** The Police Department shall maintain a daily log or record that lists suspected crimes, accidents, or complaints and shall make available the following information for inspection and copying by the public:

(1) The time, substance, and location of all complaints or requests for assistance received by the Department;

(2) The time and nature of the Department's response to all complaints or requests for assistance;  
and

(3) If the incident involves an alleged crime or infraction:

(a) The time, date, and location of occurrence;

(b) The name and age of any victim, unless the victim is a victim of a crime under Chapter 566 RSMo;

(c) The factual circumstances surrounding the incident; and

(d) A general description of any injuries, property or weapons involved. (Reference 610.200 RSMo.).

BILL No 5337\_\_\_\_\_

ORDINANCE No \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN SAINT LOUIS SEWER DISTRICT TO MUTUALLY WAIVE FEES RELATED TO PLAN REVIEW, CONSTRUCTION INSPECTION, AND PERMITTING.**

**WHEREAS**, the City provides safe and reliable infrastructure for its commercial and residential communities;

**WHEREAS**, storm drainage and sanitary sewer facilities constitute necessary components of the infrastructure within the City's right of way;

**WHEREAS**, the Metropolitan St. Louis Sewer District (MSD) is charged with regulating and maintaining publicly accepted storm drainage and sanitary sewer facilities throughout the City;

**WHEREAS**, MSD and the City charge fees to cover costs related to plan review, construction inspection, and permitting for repairs, maintenance, or new construction of facilities within each entity's jurisdiction;

**WHEREAS**, MSD and the City recognize that it is in the best interest of the public to minimize the costs of such projects;

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

**Section 1:** The "Intergovernmental Reciprocity Agreement Establishing the Mutual Waiver of Fees" (the "Agreement") between the Metropolitan St. Louis Sewer District and the City, attached hereto as "Exhibit A," is hereby approved and the execution is hereby authorized. The Agreement as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Tara Nealey  
President of City Council

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Harold L. Dielmann  
Mayor

Attest:

\_\_\_\_\_  
Deborah Ryan, MRCC  
City Clerk

**“EXHIBIT A”**

**INTERGOVERNMENTAL RECIPROCITY AGREEMENT**  
**ESTABLISHING THE MUTUAL WAIVER OF FEES**

WHEREAS, the Metropolitan St. Louis Sewer District (“MSD”) values the relationship it has built with other governmental entities, and intends to comply with all relevant governmental ordinances;

WHEREAS, MSD appreciates that, as governmental entities, both MSD and the City of Creve Coeur are political subdivisions of the State of Missouri, and that both are clothed with sovereign immunity;

WHEREAS, MSD recognizes that it is in the best interest of the public that additional fees not be imposed upon governmental entities, including MSD, when such entities undertake repairs, maintenance or new construction:

NOW, THEREFORE, the parties agree as follows:

1. Neither MSD nor the City of Creve Coeur shall charge the other party to this Agreement plan review, inspection or permit fees or building fees for projects that involve repairs, maintenance or new construction;
2. This Agreement does not affect the applicability of sewer connection fees and Caulks Creek or Williams Creek impact fees which are necessary to join new or existing facilities to MSD’s system of sewers.

WHEREFORE, the Parties have hereto set their hands on the dates noted below.

\_\_\_\_\_  
Metropolitan St. Louis Sewer District  
Director of Engineering

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Creve Coeur

\_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



## DEPARTMENT OF PUBLIC WORKS OFFICE MEMORANDUM

**DATE:** August 16, 2011

**TO:** Mark Perkins, City Administrator

**CC:** Jim Heines, Director of Public Works

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

**SUBJECT:** Recommendation to Execute Agreement  
MSD Intergovernmental Reciprocity Agreement

---

The Metropolitan St. Louis Sewer District (MSD) recently informed me of an agreement that it has reached with other cities in St. Louis County, whereby MSD and each city mutually agree to waive various fees typically charged for permitting and inspecting work. MSD and the City currently waive these fees for each other, and this agreement would simply formalize this current practice.

This agreement would not apply to the use of MSD or City equipment or personnel in the event that one entity's actions would require work by the other (e.g. a City project damages a sewer line or a defective sewer line causes a road to fail). This agreement is limited to permitting and inspection fees.

The City, MSD, and the citizens of Creve Coeur will benefit from the elimination of these fees. Therefore, the recommendation is to execute the referenced agreement with MSD.

Attachments: Intergovernmental Reciprocity Agreement

## RESOLUTION NO. 980

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF CHESTERFIELD, UNDER THE COOPERATIVE SALT PROGRAM, FOR PURCHASING 1,500 TONS OF SALT FOR AN AMOUNT OF \$62,835.00.**

**WHEREAS**, it is necessary to supplement the City's salt reserve

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

**WHEREAS**, the City participates in a Cooperative Salt Program with the City of Chesterfield to obtain the lowest price based on high volume purchasing

**WHEREAS**, these goods have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances.

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

Section 1: The Agreement between City of Chesterfield and the City for the purchase of 1,500 tons of salt under the cooperative salt program for \$62,835 is hereby approved and the execution is hereby authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this 8<sup>th</sup> day of September, 2011.

---

Harold L. Dielmann  
Mayor

Attest:

---

Deborah Ryan, MRCC  
City Clerk



## DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

**DATE:** August 26, 2011  
**TO:** Mark C. Perkins, City Administrator  
**FROM:** Jim Heines, Director of Public Works  
**SUBJECT:** Annual De-icing Salt Purchase from the Salt Co-op Program

---

Public Works staff was required to commit to a quantity of de-icing salt in June of 2011 so the Salt Co-op could bid in quantity to obtain a lower price.

Recently, the Salt Co-op opened bids for winter and spring salt purchases. The results of the bid revealed a lower unit cost than last year's purchase (\$41.89 per ton). Delivery costs remained the same as last year (\$7.57 per ton).

Due to the harsh winter we experienced last year, our salt supply is lower than normal at this time of year. The salt dome is about 50% full. For this reason, Public Works staff has ordered 750 tons for the fall delivery (Nov. -Dec.). Staff anticipates using enough salt over the winter to make room for an additional 750 ton delivery in the spring (Jan.-March).

The cost to purchase 1500 of salt for FY12 is \$62,835 and delivery is \$11,355 for a total of \$74,190. Council approved \$95,000.00 in the FY12 budget for salt purchase, delivery and snow fighting related supplies in account number 01-31-41-7310. The purchase and delivery of this material is within the budgeted amount.

Public Works staff recommends approving the purchase of 1500 tons of de-icing salt from the Salt Co-op. Payments are to be made to the City of Chesterfield for an amount of \$62,835.00. Public Works staff has submitted a Purchase Order request for the cost of the delivery to the City Administrator for approval.





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

**DATE:** August 31, 2011

**TO:** Mark Perkins, City Administrator

**FROM:** Daniel Smith, Director of Finance

**SUBJECT:** Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated August 30, 2011 in the amount of \$229,340.40.



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

NO DEPT - NO DIV

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name | Description                  | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------|------------------------------|---------------|-------------------|
| 00291            | 268               |                   | 081711            | 17-Aug-11       | CERESIA, JOANN | SEWER LATERAL REIMBURSMNT    | 02-00-00-1901 | 1,560.00          |
| 00285            | 0                 |                   | 8241              | 24-Aug-11       | EIDMAN, GLENN  | REIMB PARKING ATS CONFERENCE | 01-00-00-2411 | 9.00              |
| 00066            | 1                 |                   | 195538            | 05-Aug-11       | FROESEL OIL    | 8000 GAL UNLEADED GASOLINE   | 01-00-00-1651 | 26,769.68         |
| Sum of Invoices  |                   |                   |                   |                 |                |                              |               | 28,338.68         |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

LEGISLATIVE

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name         | Description                  | GL<br>Account | Invoice<br>Amount |        |
|------------------|-------------------|-------------------|-------------------|-----------------|------------------------|------------------------------|---------------|-------------------|--------|
| 00303            | 1                 |                   | 21031086          | 23-Aug-11       | MISSOURI LAWYERS MEDIA | PUB HRG NOTICE 2011 TAX RATE | 01-11-13-6260 | 232.00            |        |
| 00116            | 0                 |                   | 5878              | 12-Aug-11       | SAM'S CLUB             | FOOD FOR DRAGON BOAT RACE    | 01-11-12-7315 | 121.80            |        |
| Sum of Invoices  |                   |                   |                   |                 |                        |                              |               |                   | 353.80 |



**CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING**

8/30/2011

Administration

| Vendor<br>Number       | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name         | Description                  | GL<br>Account | Invoice<br>Amount |
|------------------------|-------------------|-------------------|-------------------|-----------------|------------------------|------------------------------|---------------|-------------------|
| 01120                  | 0                 |                   | 080311            | 03-Aug-11       | ASI                    | ADMIN FEES JULY 2011         | 01-12-11-6203 | 332.40            |
| 00856                  | 2                 |                   | 15783             | 07-Feb-11       | CBIZ                   | PASSPORT FEES (4TH QTR 2010) | 01-12-11-6203 | 980.00            |
| 01546                  | 0                 |                   | 058               | 15-Aug-11       | CPR-N-MORE             | AED DECALS                   | 01-12-11-7304 | 9.00              |
| 00052                  | 0                 |                   | 081311            | 13-Aug-11       | ST LOUIS POST-DISPATCH | 10/17/11)                    | 01-12-11-6262 | 23.60             |
| <i>Sum of Invoices</i> |                   |                   |                   |                 |                        |                              |               | <u>1,345.00</u>   |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

IT

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name              | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-----------------------------|--------------------------------|---------------|-------------------|
| 00278            | 0                 |                   | F68311160101      | 18-Aug-11       | GLOBAL                      | CAT 6 CABLE                    | 01-12-51-6213 | 240.00            |
| 00070            | 1                 |                   | I110812268        | 12-Aug-11       | TECH ELECTRONICS            | FOR PD                         | 01-12-51-6213 | 125.00            |
| 00050            | 0                 |                   | INV0018412        | 15-Aug-11       | REJIS                       | PIX FIREWALL MAINTENANCE       | 01-12-51-6213 | 21.24             |
| 01147            | 0                 | P001266           | 0396258-IN        | 08-Aug-11       | SOUTHERN COMPUTER WAREHOUSE | HP LASERJET 9040DM-DOC #606836 | 01-12-51-7331 | 3,025.00          |
| 01536            | 1                 | P001280           | 1012010313        | 16-Aug-11       | AVG TECHNOLOGIES USA, INC.  | AVG ANTIVIRUS RENEWAL ORDER    | 01-12-51-7332 | 1,854.29          |
| Sum of Invoices  |                   |                   |                   |                 |                             |                                |               | 5,265.53          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

Finance

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name       | Description            | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------------|------------------------|---------------|-------------------|
| 00016            | 0                 |                   | 081511            | 15-Aug-11       | COLLECTOR OF REVENUE | SALES TAX RPT AUG 2011 | 01-13-11-6202 | 20.00             |
| 00030            | 0                 |                   | 082211            | 22-Aug-11       | SMITH, DANIEL N.     | REIMB FOR GFOA MEETING | 01-13-11-6264 | 15.00             |
| Sum of Invoices  |                   |                   |                   |                 |                      |                        |               | 35.00             |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

MUNICIPAL COURT

| Vendor Number   | Address Number | Purchase Order | Invoice Number | Invoice Date | Vendor Name    | Description   | GL Account    | Invoice Amount |
|-----------------|----------------|----------------|----------------|--------------|----------------|---------------|---------------|----------------|
| 00005           | 1              |                | 1651283        | 18-Aug-11    | AMERICAN STAMP | STAMPS        | 01-13-14-7304 | 51.65          |
| 00050           | 0              |                | INV0018146     | 15-Aug-11    | REJIS          | AUG 2011 FEES | 01-13-14-6202 | 2,256.56       |
| Sum of Invoices |                |                |                |              |                |               |               | 2,308.21       |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

INTERDEPARTMENTAL

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name         | Description            | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|------------------------|------------------------|---------------|-------------------|
| 00014            | 1                 | P001272           | 215132            | 16-Aug-11       | CHARTER BUSINESS       | CABLE TV SERVICE       | 01-13-15-6255 | 76.76             |
| 00045            | 2                 |                   | 42                | 19-Jul-11       | OFFICE DEPOT CARD PLAN | WALL SIGNS             | 01-13-15-7312 | 18.75             |
| 01484            | 0                 |                   | 244829-0          | 20-Aug-11       | OFFICE SOURCE, INC.    | CD ENVELOPES           | 01-13-15-7312 | 78.82             |
| 00118            | 0                 | P001288           | 13961             | 22-Aug-11       | OLD STYLE BODY COMPANY | REPAIR CAR 2408        | 01-13-15-6220 | 1,151.57          |
| 00077            | 0                 |                   | 6064972           | 12-Aug-11       | QUILL                  | TONER-FINANCE/DET.     | 01-13-15-7312 | 395.98            |
| 00077            | 0                 |                   | 6037109           | 11-Aug-11       | QUILL                  | TONER                  | 01-13-15-7312 | 123.19            |
| 01169            | 0                 |                   | 109813869         | 12-Aug-11       | STAPLES ADVANTAGE      | INK CARTRIDGES-STREETS | 01-13-15-7312 | 101.10            |
| 01169            | 0                 |                   | 109944936         | 23-Aug-11       | STAPLES ADVANTAGE      | HANGING POST BINDERS   | 01-13-15-7312 | 89.46             |
| 01169            | 0                 |                   | 109901515         | 19-Aug-11       | STAPLES ADVANTAGE      | POLY FILE GUIDES       | 01-13-15-7312 | 60.60             |
| 01169            | 0                 |                   | 109901469         | 19-Aug-11       | STAPLES ADVANTAGE      | TONER-BLDG DEPT        | 01-13-15-7312 | 103.18            |
| 01169            | 0                 |                   | 109793026         | 11-Aug-11       | STAPLES ADVANTAGE      | TONER-DETECTIVES       | 01-13-15-7312 | 411.73            |
| 01169            | 0                 |                   | 109793032         | 11-Aug-11       | STAPLES ADVANTAGE      | TONER-CHIEF'S OFC      | 01-13-15-7312 | 338.45            |
| 00075            | 0                 |                   | 3072              | 10-Aug-11       | WUSSLER BUSINESS FORMS | BUSINESS CARDS         | 01-13-15-7312 | 93.00             |
| Sum of Invoices  |                   |                   |                   |                 |                        |                        |               | 3,042.59          |





CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

COMMUNITY SERVICES

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name       | Description            | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------------|------------------------|---------------|-------------------|
| 00431            | 0                 |                   | 59543             | 19-Aug-11       | ELLIOTT DATA SYSTEMS | ID CARD SUPPLIES       | 01-14-11-7304 | 540.00            |
| 00031            | 0                 |                   | 081511            | 15-Aug-11       | THIES, FRAN          | MILEAGE JUNE/JULY 2011 | 01-14-11-6265 | 109.89            |
| Sum of Invoices  |                   |                   |                   |                 |                      |                        |               | 649.89            |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

ICE ARENA

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                    | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-----------------------------------|--------------------------------|---------------|-------------------|
| 00078            | 0                 |                   | 00085056          | 19-Aug-11       | BECKER ARENA PRODUCTS             | NEW BLADES FOR OLYMPIA         | 06-14-31-6211 | 778.45            |
| 00948            | 0                 |                   | 110995            | 01-Aug-11       | C&R MECHANICAL                    | BLDG MAINTENANCE SERVICE AGREE | 06-14-31-6211 | 1,096.50          |
| 00015            | 1                 |                   | 452800170         | 17-Aug-11       | CINTAS CORP. #452                 | CLEANING SUPPLIES (081711)     | 06-14-31-7301 | 1.92              |
| 00015            | 1                 |                   | 452803266         | 24-Aug-11       | CINTAS CORP. #452                 | CLEANING SUPPLIES (082411)     | 06-14-31-7301 | 1.92              |
| 00015            | 1                 |                   | 452800170         | 17-Aug-11       | CINTAS CORP. #452                 | UNIFORMS (081711)              | 06-14-31-7308 | 4.58              |
| 00015            | 1                 |                   | 452803266         | 24-Aug-11       | CINTAS CORP. #452                 | UNIFORMS (082411)              | 06-14-31-7308 | 4.58              |
| 00081            | 1                 |                   | 9608484656        | 11-Aug-11       | GRAINGER                          | OLYMPIA PART                   | 06-14-31-6211 | 64.10             |
| 00081            | 1                 |                   | 9605575654        | 09-Aug-11       | GRAINGER                          | ROOF VENTS                     | 06-14-31-6212 | 21.12             |
| 00039            | 0                 |                   | 731947            | 11-Aug-11       | INDUSTRIAL SOAP                   | CLEANING SUPPLIES              | 06-14-31-7301 | 217.10            |
| 00039            | 0                 |                   | 733249            | 19-Aug-11       | INDUSTRIAL SOAP                   | CLEANING SUPPLIES              | 06-14-31-7301 | 179.20            |
| 00164            | 0                 |                   | 018527            | 15-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | CLEANING SUPPLIES              | 06-14-31-7301 | 864.64            |
| Sum of Invoices  |                   |                   |                   |                 |                                   |                                |               | 3,234.11          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

GOLF MAINTENANCE

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name          | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-------------------------|--------------------------------|---------------|-------------------|
| 00728            | 0                 |                   | 081611            | 16-Aug-11       | AUDUBON INTERNATIONAL   | ANNUAL RENEWAL DUES            | 06-14-32-6262 | 200.00            |
| 01530            | 0                 | P001241           | 5157-IN           | 31-Jul-11       | CUTTER EQUIPMENT CO.    | 7012400 SALSCO GREENS ROLLER   | 06-14-32-9503 | 7,500.00          |
| 00197            | 0                 |                   | 73522             | 05-Aug-11       | FOSTER MECHANICAL CORP. | HYDRAULIC HOSE FOR HR5111      | 06-14-32-6211 | 36.45             |
| 00566            | 0                 |                   | 239979            | 22-Aug-11       | GCSAA                   | GCSAA ANNUAL DUES              | 06-14-32-6262 | 170.00            |
| 01415            | 0                 |                   | INV0002439        | 03-Aug-11       | GREENSPRO, INC.         | FUNGICIDE FOR GREENS           | 06-14-32-7303 | 369.00            |
| 01415            | 0                 |                   | INV0002403        | 01-Aug-11       | GREENSPRO, INC.         | FERTIL & DYE FOR LAKES ALGAE C | 06-14-32-7303 | 609.00            |
| 01415            | 0                 |                   | INV0002551        | 16-Aug-11       | GREENSPRO, INC.         | INSECTICIDE FOR GREENS         | 06-14-32-7303 | 184.00            |
| 00117            | 0                 |                   | 7400413           | 16-Aug-11       | HOME DEPOT              | BLOCKS, STEPS & BRICKS #8 MENS | 06-14-32-9501 | 160.50            |
| 00970            | 0                 |                   | 1388-378217       | 17-Aug-11       | O'REILLY AUTO PARTS     | OIL, FILTER & BULB FOR MOWER   | 06-14-32-6210 | 67.40             |
| 00970            | 0                 |                   | 1388-378358       | 18-Aug-11       | O'REILLY AUTO PARTS     | BULB FOR MECHANICAL REPAIR     | 06-14-32-6210 | 13.99             |
| 00970            | 0                 |                   | 1388-378358       | 18-Aug-11       | O'REILLY AUTO PARTS     | GAS TREATMENT                  | 06-14-32-6211 | 5.97              |
| 00970            | 0                 |                   | 1388-378358       | 18-Aug-11       | O'REILLY AUTO PARTS     | GLUE FOR MECHANICAL REPAIR     | 06-14-32-6212 | 5.99              |
| 00173            | 0                 |                   | IN096482          | 01-Aug-11       | SUPREME TURF PRODUCTS   | ALGAECIDE FOR LAKES            | 06-14-32-7303 | 445.00            |
| 00173            | 0                 |                   | IN096438          | 01-Aug-11       | SUPREME TURF PRODUCTS   | ALGAECIDE FOR LAKES            | 06-14-32-7303 | 205.00            |
| 01479            | 1                 |                   | OI25587           | 18-Aug-11       | TURFWERKS               | SCREWS, NUTS, LUGS FOR CUSHMAN | 06-14-32-6210 | 72.02             |
| 01479            | 1                 |                   | MI00764           | 05-Aug-11       | TURFWERKS               | CUTTING BLADE FOR SOD MACHINE  | 06-14-32-6211 | 360.53            |
| Sum of Invoices  |                   |                   |                   |                 |                         |                                |               | 10,404.85         |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

PRO SHOP

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                        | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|---------------------------------------|--------------------------------|---------------|-------------------|
| 00224            | 0                 |                   | 2470              | 04-Aug-11       | METROPOLITAN AMATEUR GOLF ASSOCIATION | REGISTRATION FEES              | 06-14-33-6202 | 34.00             |
| 00948            | 0                 |                   | 110995            | 01-Aug-11       | C&R MECHANICAL                        | BLDG MAINTENANCE SERVICE AGREE | 06-14-33-6211 | 1,096.50          |
| 01098            | 0                 |                   | 221512            | 18-Aug-11       | ALL STAR PRO GOLF                     | TEES FOR RESALE                | 06-14-33-8327 | 186.02            |
| Sum of Invoices  |                   |                   |                   |                 |                                       |                                |               | 1,316.52          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

SNACK BAR

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                    | Description                  | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-----------------------------------|------------------------------|---------------|-------------------|
| 00015            | 1                 |                   | 452800170         | 17-Aug-11       | CINTAS CORP. #452                 | WIPING TOWELS (081711)       | 06-14-34-7301 | 10.13             |
| 00015            | 1                 |                   | 452803266         | 24-Aug-11       | CINTAS CORP. #452                 | WIPING TOWELS (082411)       | 06-14-34-7301 | 10.13             |
| 00084            | 2                 | P001230           | 3858343910        | 02-Aug-11       | COCA-COLA                         | DRINKS FOR RESALE (8317)     | 06-14-34-8317 | 473.13            |
| 00084            | 2                 | P001230           | 3898130114        | 16-Aug-11       | COCA-COLA                         | DRINKS FOR RESALE (8317)     | 06-14-34-8317 | 349.20            |
| 00084            | 2                 | P001230           | 3858343910        | 02-Aug-11       | COCA-COLA                         | PAPER PRODUCTS (8321)        | 06-14-34-8321 | 166.65            |
| 01491            | 0                 | P001281           | 54255503          | 22-Jul-11       | FARMER BROS. COFFEE               | COFFEE, TEA, SOFT DRINKS FOR | 06-14-34-8317 | 74.59             |
| 01491            | 0                 | P001281           | 54255503          | 22-Jul-11       | FARMER BROS. COFFEE               | MISC SUPPLIES (8321)         | 06-14-34-8317 | 40.47             |
| 00164            | 0                 |                   | 018527            | 15-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | CLEANING SUPPLIES            | 06-14-34-7301 | 102.40            |
| 00116            | 0                 | P001226           | 5878.             | 12-Aug-11       | SAM'S CLUB                        | SANDWICHES FOR RESALE (8315) | 06-14-34-8315 | 108.93            |
| 00086            | 0                 | P001225           | 108180515         | 18-Aug-11       | SYSCO FOOD                        | SANDWICHES FOR RESALE (8315) | 06-14-34-8315 | 846.89            |
| 00086            | 0                 | P001225           | 108180515         | 18-Aug-11       | SYSCO FOOD                        | MISC ITEMS (8321)            | 06-14-34-8321 | 133.77            |
| Sum of Invoices  |                   |                   |                   |                 |                                   |                              |               | 2,316.29          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

BUILDING MAINTENANCE

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                    | Description                 | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-----------------------------------|-----------------------------|---------------|-------------------|
| 00004            | 0                 |                   | 90371             | 29-Jul-11       | AA KEY & LOCK SERVICE             | KEYS & LOCKS CITY HALL      | 01-16-11-6212 | 95.70             |
| 00102            | 0                 |                   | 710877            | 16-Aug-11       | BEYERS LUMBER                     | PAINT SUPPLIES-CH MAINT     | 01-16-11-6212 | 29.44             |
| 00015            | 1                 |                   | 452803264         | 24-Aug-11       | CINTAS CORP. #452                 | CH UNIFORMS (8/24)          | 01-16-11-7308 | 10.00             |
| 00015            | 1                 |                   | 452800168         | 17-Aug-11       | CINTAS CORP. #452                 | MAINT UNIFORMS (8/17)       | 01-16-11-7308 | 10.00             |
| 00015            | 1                 |                   | 452797125         | 10-Aug-11       | CINTAS CORP. #452                 | UNIFORM RENTAL (8/10)       | 01-16-11-7308 | 10.00             |
| 00015            | 1                 |                   | 452794088         | 03-Aug-11       | CINTAS CORP. #452                 | UNIFORM RENTAL (8/3)        | 01-16-11-7308 | 10.00             |
| 01292            | 0                 |                   | 029857702         | 05-Aug-11       | HOLT ELECTRICAL SUPPLIES          | RESTOCKING FEE-LIGHTING RET | 01-16-11-6212 | 574.14            |
| 01292            | 0                 |                   | 029857703         | 05-Aug-11       | HOLT ELECTRICAL SUPPLIES          | RESTOCKING FEE-LIGHTING RTN | 01-16-11-6212 | 702.00            |
| 00039            | 0                 |                   | 732075            | 12-Aug-11       | INDUSTRIAL SOAP                   | PAPER SUPPLIES              | 01-16-11-6212 | 739.00            |
| 00164            | 0                 |                   | 018548            | 19-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | PAPER PRODUCTS-CH           | 01-16-11-6212 | 39.46             |
| 00164            | 0                 |                   | 017868            | 08-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | MTRLS FOR NEW FLOOR MATS    | 01-16-11-6212 | 558.00            |
| 00164            | 0                 |                   | 017867            | 08-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | MTRLS FOR NEW FLOOR MAT     | 01-16-11-6212 | 315.00            |
| 00164            | 0                 |                   | 018499            | 11-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | CREDIT #018206              | 01-16-11-7301 | (81.96)           |
| 00164            | 0                 |                   | 018501            | 15-Aug-11       | NEW SYSTEM CARPET & BUILDING CARE | AIR FRESHENERS              | 01-16-11-7301 | 78.01             |
| 00691            | 0                 |                   | 7347              | 22-Aug-11       | R.J. NEUBERT FIRE SPRINKLERS LLC  | ANNUAL HYDRANT TEST-CH      | 01-16-11-6211 | 210.00            |
| Sum of Invoices  |                   |                   |                   |                 |                                   |                             |               | 3,298.79          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

POLICE-ADMIN

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                   | Description                     | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------------------------|---------------------------------|---------------|-------------------|
| 01068            | 1                 |                   | 073451            | 15-Aug-11       | DNT                              | CHIEF'S OFF COPIER QTR MAINT    | 01-21-11-6213 | 89.00             |
| 00117            | 0                 |                   | 7062775           | 26-Aug-11       | HOME DEPOT                       | 8 OUTLET POWER STRIP            | 01-21-11-7302 | 10.97             |
| 00955            | 0                 |                   | 08/16/11          | 16-Aug-11       | HUNTER-MANNING, PAMELA           | CLEANING OF 2 PD TABLECLOTHES   | 01-21-11-7302 | 36.00             |
| 00153            | 0                 |                   | 08/26/11          | 26-Aug-11       | KOBYLAREK, JUDY                  | PRISONER MEALS                  | 01-21-11-7309 | 13.50             |
| 00125            | 0                 |                   | 246284            | 23-Aug-11       | LEON UNIFORM                     | 7 BADGES REPAIRED AND CLEANED   | 01-21-11-7308 | 105.00            |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | 5 FILE/FILE EDESTAL CABINET     | 01-21-11-9501 | 275.00            |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | 2 5DR 36" WIDE LATERAL FILE     | 01-21-11-9501 | 270.00            |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | 2 OTG11710 EXECUTIVE CHAIRS     | 01-21-11-9501 | 578.00            |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | 1 3DR 36" WIDE LATERAL FILE     | 01-21-11-9501 | 75.00             |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | 1 SIDE CHAIR                    | 01-21-11-9501 | 25.00             |
| 01545            | 0                 | P001287           | 11238             | 08-Aug-11       | OFFICE FURNITURE GROUP, LLC      | SHIPPING                        | 01-21-11-9501 | 375.00            |
| 00077            | 0                 |                   | 36-2952904        | 09-Aug-11       | QUILL                            | LAMINATOR FOR CHIEF'S OFFICE    | 01-21-11-9504 | 199.99            |
| 00050            | 0                 | P001255           | INV0018412.       | 15-Aug-11       | REJIS                            | REJIS USER CHARGES JUL - DEC 2  | 01-21-11-6202 | 4,030.39          |
| 00050            | 0                 | P001253           | IVVINV0018412.2   | 15-Aug-11       | REJIS                            | CHARTER FIBER 5.0M CONNECTION   | 01-21-11-6202 | 855.00            |
| 00050            | 0                 |                   | INV0018412        | 15-Aug-11       | REJIS                            | LIVESCAN CONNECTION             | 01-21-11-6202 | 50.00             |
| 00050            | 0                 |                   | INV0018412        | 15-Aug-11       | REJIS                            | IMDS ORACLE DB MAINT            | 01-21-11-6202 | 21.00             |
| 00050            | 0                 |                   | INV0018148        | 16-Aug-11       | REJIS                            | 1 BACKGROUND CHECK              | 01-21-11-6203 | 10.00             |
| 00050            | 0                 | P001254           | INV0018412.1      | 15-Aug-11       | REJIS                            | GLOBAL CAD FEES JUL-DEC 2011    | 01-21-11-6213 | 1,102.50          |
| 00053            | 0                 |                   | 833930-001        | 17-Aug-11       | ST JOHN'S MERCY CORPORATE HEALTH | PHYSICAL/DRUG SCRIN PD APPLICAN | 01-21-11-6271 | 364.00            |
| 00091            | 0                 |                   | 186868            | 16-Aug-11       | WIRELESS USA                     | 4 MOBILE RADIO CHANNEL KNOBS    | 01-21-11-6211 | 15.12             |
| Sum of Invoices  |                   |                   |                   |                 |                                  |                                 |               | 8,500.47          |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

POLICE-INVESTIGATIONS

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name | Description          | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------|----------------------|---------------|-------------------|
| 00050            | 0                 |                   | INV0018412        | 15-Aug-11       | REJIS          | IMDS ORACLE DB MAINT | 01-21-21-6202 | 10.50             |
| 00751            | 0                 |                   | 082811            | 28-Aug-11       | RICH, THOMAS   | CVSA RECERTIFY REIMB | 01-21-21-6265 | 46.09             |
| Sum of Invoices  |                   |                   |                   |                 |                |                      |               | 56.59             |





**CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING**

8/30/2011

POLICE-PATROL

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                 | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|--------------------------------|--------------------------------|---------------|-------------------|
| 00891            | 0                 |                   | 999               | 22-Aug-11       | ANDY'S MOTORCYCLE REPAIR       | MOTOR 21 REAR BRAKE PADS       | 01-21-22-6210 | 71.24             |
| 00669            | 1                 |                   | 208320            | 15-Aug-11       | APPLIED CONCEPTS-STALKER RADAR | REPAIR DUAL DISP UNIT CAR 2410 | 01-21-22-6211 | 43.77             |
| 00234            | 1                 |                   | 352867            | 22-Aug-11       | ED ROEHR SAFETY PRODUCTS       | DUTY GEAR FOR PO BOCCARDI      | 01-21-22-5107 | 292.19            |
| 00234            | 1                 |                   | 352872            | 22-Aug-11       | ED ROEHR SAFETY PRODUCTS       | DUTY GEAR FOR PO MUELLER       | 01-21-22-5107 | 192.50            |
| 00234            | 1                 |                   | 352525            | 16-Aug-11       | ED ROEHR SAFETY PRODUCTS       | BALLISTIC VEST FOR PO PHILLIPS | 01-21-22-9503 | 635.00            |
| 00094            | 1                 |                   | 140844            | 23-Aug-11       | FIRESTONE                      | CAR 2405 REPLACE FAN MOTOR     | 01-21-22-6210 | 740.14            |
| 00094            | 1                 |                   | 140658            | 18-Aug-11       | FIRESTONE                      | CAR 2409 3000 MILE SERVICE     | 01-21-22-6210 | 17.99             |
| 00094            | 1                 |                   | 140795            | 22-Aug-11       | FIRESTONE                      | CAR 2403 3000 MILE SVS         | 01-21-22-6210 | 17.99             |
| 00094            | 1                 |                   | 140376            | 12-Aug-11       | FIRESTONE                      | CAR 2417 4 NEW TIRES, REPAIRS  | 01-21-22-6210 | 1,038.09          |
| 00094            | 1                 |                   | 140455            | 12-Aug-11       | FIRESTONE                      | REPLACE HEADLIGHT BULB         | 01-21-22-6210 | 28.99             |
| 00094            | 1                 |                   | 140552            | 15-Aug-11       | FIRESTONE                      | CAR 2408 REPLACE BATTERY       | 01-21-22-6210 | 123.67            |
| 00094            | 1                 |                   | 140571            | 16-Aug-11       | FIRESTONE                      | CAR 2404 3000 MILE SERVICE     | 01-21-22-6210 | 17.99             |
| 00094            | 1                 |                   | 140568            | 16-Aug-11       | FIRESTONE                      | CAR 2405 3000 MILE SVS CK BATT | 01-21-22-6210 | 37.48             |
| 00117            | 0                 |                   | 7062775           | 26-Aug-11       | HOME DEPOT                     | SPRAY PAINT & MASKING TAPE     | 01-21-22-7313 | 11.82             |
| 00117            | 0                 |                   | 7068687           | 16-Aug-11       | HOME DEPOT                     | SCREWS TO INSTALL FIRE EXT.    | 01-21-22-9503 | 12.48             |
| 00117            | 0                 |                   | 7137056           | 16-Aug-11       | HOME DEPOT                     | CREDIT FOR SCREWS              | 01-21-22-9503 | (12.48)           |
| 00117            | 0                 |                   | 7137057           | 16-Aug-11       | HOME DEPOT                     | SCREWS TO INSTALL FIRE EXTS.   | 01-21-22-9503 | 11.60             |
| 00327            | 0                 |                   | 3190              | 23-Aug-11       | ILEETA                         | MEMBERSHIP RENEWAL HODAK       | 01-21-22-6262 | 45.00             |
| 00153            | 0                 |                   | 08/26/11          | 26-Aug-11       | KOBYLAREK, JUDY                | HDLGHT BLBS & TIRE PRESSURE GA | 01-21-22-6210 | 31.70             |
| 00153            | 0                 |                   | 08/26/11          | 26-Aug-11       | KOBYLAREK, JUDY                | (1) 10 PACK AAA BATTERIES      | 01-21-22-7302 | 5.97              |
| 00153            | 0                 |                   | 08/26/11          | 26-Aug-11       | KOBYLAREK, JUDY                | (6) GOOP HAND CLEANER          | 01-21-22-7304 | 10.02             |
| 00125            | 0                 |                   | 247597            | 23-Aug-11       | LEON UNIFORM                   | FLASHLIGHT REPAIR              | 01-21-22-7302 | 15.00             |
| 00125            | 0                 |                   | 243038            | 13-May-11       | LEON UNIFORM                   | (80) SGT CHEV                  | 01-21-22-7308 | 100.00            |
| 00050            | 0                 |                   | INV0018412        | 15-Aug-11       | REJIS                          | 14 VERIZON DATA LINES          | 01-21-22-6253 | 714.00            |
| 01529            | 0                 | P001271           | 112               | 14-Jul-11       | SOUTHWEST COLD FIRE            | FREIGHT                        | 01-21-22-9503 | 192.44            |
| 01529            | 0                 | P001271           | 112               | 14-Jul-11       | SOUTHWEST COLD FIRE            | 2 DMD36 5 GALLON PAIL COLD FI  | 01-21-22-9503 | 520.00            |
| 01529            | 0                 | P001271           | 112               | 14-Jul-11       | SOUTHWEST COLD FIRE            | 3 DMD20 1.5 GAL STAINLESS STEE | 01-21-22-9503 | 780.00            |
| 01529            | 0                 | P001271           | 112               | 14-Jul-11       | SOUTHWEST COLD FIRE            | 15 EA DMD21 1.5 GAL STAINLESS  | 01-21-22-9503 | 4,785.00          |
| 00266            | 0                 |                   | 231777            | 19-Aug-11       | SUNTRUP                        | CAR 2405 REPAIR REAR DEFROSTER | 01-21-22-6210 | 111.55            |
| Sum of Invoices  |                   |                   |                   |                 |                                |                                |               | 10,591.14         |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

PUBLIC WORKS

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name            | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|---------------------------|--------------------------------|---------------|-------------------|
| 00968            | 0                 | P001292           | 74533542          | 01-Aug-11       | SIMPLEX GRINNELL          | ANNUAL FIRE ALARM AND SPRINKLE | 01-31-11-6203 | 1,659.00          |
| 01347            | 0                 |                   | 82005             | 10-Aug-11       | SURVEYORS MATERIALS, INC. | PROJECT FIELD BOOKS            | 01-31-11-6261 | 48.00             |
| 01048            | 1                 |                   | 2615335964        | 13-Aug-11       | VERIZON WIRELESS          | AIR CARD CHG 7/14-8/13/11      | 01-31-11-6253 | 67.90             |
| 01287            | 0                 |                   | 081811            | 18-Aug-11       | WOHLBERG, MATT            | MILEAGE JULY 2011              | 01-31-11-7307 | 47.18             |
| Sum of Invoices  |                   |                   |                   |                 |                           |                                |               | 1,822.08          |



**CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING**

8/30/2011

**STREETS**

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name         | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|------------------------|--------------------------------|---------------|-------------------|
| 00114            | 15                |                   | 3149941534 8/11   | 27-Jul-11       | AT&T                   | SPRINKLER @ 12015 OLIVE        | 01-31-41-6253 | 93.85             |
| 00102            | 0                 |                   | 710309            | 09-Aug-11       | BEYERS LUMBER          | PARTS OAK PARK CT              | 01-31-41-7305 | 188.56            |
| 00712            | 2                 |                   | K44028            | 23-Aug-11       | BOBCAT OF ST. LOUIS    | WTR LINE FTGS-BOBCAT           | 01-31-41-6211 | 38.12             |
| 00010            | 0                 |                   | 891307            | 19-Aug-11       | BRANNEKY HARDWARE      | IRRIGATION PARTS-BALLAS RD     | 01-31-41-6211 | 15.98             |
| 00010            | 0                 |                   | 890309            | 03-Aug-11       | BRANNEKY HARDWARE      | SHOP SUPPLIES                  | 01-31-41-7301 | 3.98              |
| 00010            | 0                 |                   | 890309            | 03-Aug-11       | BRANNEKY HARDWARE      | SHOP SUPPLIES                  | 01-31-41-7304 | 41.94             |
| 00013            | 1                 |                   | 1763-177562       | 03-Aug-11       | CARQUEST               | ADHESIVE                       | 01-31-41-6211 | 4.89              |
| 00011            | 0                 |                   | 32005211          | 19-Aug-11       | CARTER-WATERS LLC      | MASONRY BLADE MOSLEY RD REPAIR | 01-31-41-7302 | 15.00             |
| 00011            | 0                 |                   | 32005211          | 19-Aug-11       | CARTER-WATERS LLC      | STREET REPAIR MOSLEY RD        | 01-31-41-7305 | 210.00            |
| 00099            | 0                 |                   | 1239602           | 31-May-11       | CEEKAY SUPPLY          | GAS RENTAL MAY 2011            | 01-31-41-7307 | 62.84             |
| 00099            | 0                 |                   | 1244555           | 31-Jul-11       | CEEKAY SUPPLY          | GAS RENTAL JULY 2011           | 01-31-41-7307 | 62.84             |
| 00014            | 1                 |                   | 0215116 8/11      | 16-Aug-11       | CHARTER COMMUNICATIONS | TV CABLE SVC-GARAGE            | 01-31-41-6212 | 62.01             |
| 00015            | 1                 |                   | 452803271         | 24-Aug-11       | CINTAS CORP. #452      | SAFETY MATS (8/24/11)          | 01-31-41-6212 | 36.46             |
| 00015            | 1                 |                   | 452794060         | 03-Aug-11       | CINTAS CORP. #452      | SAFETY MATS (8/3/11)           | 01-31-41-6212 | 36.46             |
| 00015            | 1                 |                   | 452800175         | 17-Aug-11       | CINTAS CORP. #452      | SAFETY MATS (8/17/11)          | 01-31-41-6212 | 36.46             |
| 00015            | 1                 |                   | 452800175         | 17-Aug-11       | CINTAS CORP. #452      | CLEANING SUPPLIES (8/17/11)    | 01-31-41-7301 | 18.53             |
| 00015            | 1                 |                   | 452797132         | 10-Aug-11       | CINTAS CORP. #452      | SAFETY MATS (8/10/11)          | 01-31-41-6212 | 36.46             |
| 00015            | 1                 |                   | 452803271         | 24-Aug-11       | CINTAS CORP. #452      | CLEANING SUPPLIES (8/24/11)    | 01-31-41-7301 | 18.53             |
| 00015            | 1                 |                   | 452794060         | 03-Aug-11       | CINTAS CORP. #452      | CLEANING SUPPLIES (8/3/11)     | 01-31-41-7301 | 18.53             |
| 00015            | 1                 |                   | 452797132         | 10-Aug-11       | CINTAS CORP. #452      | CLEANING SUPPLIES (8/10/11)    | 01-31-41-7301 | 18.53             |
| 00015            | 1                 |                   | 452800176         | 17-Aug-11       | CINTAS CORP. #452      | UNIFORM RENTAL (8/17/11)       | 01-31-41-7308 | 41.42             |
| 00015            | 1                 |                   | 452803272         | 24-Aug-11       | CINTAS CORP. #452      | UNIFORM RENTAL (8/24/11)       | 01-31-41-7308 | 41.42             |
| 00015            | 1                 |                   | 452794061         | 03-Aug-11       | CINTAS CORP. #452      | UNIFORM RENTAL (8/3/11)        | 01-31-41-7308 | 39.24             |
| 00015            | 1                 |                   | 452797133         | 10-Aug-11       | CINTAS CORP. #452      | UNIFORM RENTAL (8/10/11)       | 01-31-41-7308 | 40.21             |
| 01466            | 0                 |                   | 140031121         | 15-Aug-11       | CROSS MIDWEST TIRE     | TIRES FOR TRUCK #205           | 01-31-41-6210 | 180.64            |
| 00127            | 0                 |                   | 1046276           | 05-Aug-11       | ERB EQUIPMENT COMPANY  | WIPER BLADES - GATOR           | 01-31-41-6211 | 23.78             |
| 00023            | 1                 |                   | 204717            | 24-Aug-11       | FRED WEBER, INC        | COLD PATCH FOR POTHOLE         | 01-31-41-7305 | 422.31            |
| 00023            | 1                 |                   | 197214            | 05-Aug-11       | FRED WEBER, INC        | ASPHALT SPOEDE WOODS           | 01-31-41-7305 | 270.00            |
| 00023            | 1                 |                   | 198477            | 10-Aug-11       | FRED WEBER, INC        | ASPHALT SPOEDE WOODS           | 01-31-41-7305 | 225.00            |
| 00023            | 1                 |                   | 198393            | 09-Aug-11       | FRED WEBER, INC        | ASPHALT SPOEDE WOODS           | 01-31-41-7305 | 450.00            |



**CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING**

**STREETS**

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name            | Description                   | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|---------------------------|-------------------------------|---------------|-------------------|
| 00117            | 0                 |                   | 6027739           | 17-Aug-11       | HOME DEPOT                | CLEANERS & SMALL ITEMS GARAGE | 01-31-41-6212 | 205.76            |
| 00117            | 0                 |                   | 6027739           | 17-Aug-11       | HOME DEPOT                | CLEANERS & SMALL ITEMS GARAGE | 01-31-41-7301 | 21.92             |
| 01136            | 1                 |                   | 58822704          | 04-Aug-11       | LANDSCAPES/LESCO          | WEED KILLER STREETS           | 01-31-41-7301 | 63.45             |
| 00105            | 2                 |                   | 0347-000136873    | 31-Jul-11       | JOHNNY ON THE SPOT #347   | PORTA JOHN (2) LOCATIONS      | 01-31-41-6266 | 189.08            |
| 00789            | 0                 |                   | 350839            | 03-Aug-11       | K&K SUPPLY                | PARTS FOR TILLER & TRAILER    | 01-31-41-6211 | 28.27             |
| 01134            | 0                 |                   | 1957142           | 17-May-11       | KIMBALL MIDWEST           | SUPPLIES FOR STOCK            | 01-31-41-6211 | 92.00             |
| 01134            | 0                 |                   | 1923444           | 21-Apr-11       | KIMBALL MIDWEST           | WASHER SUPPLIES               | 01-31-41-6212 | 22.95             |
| 01134            | 0                 |                   | 2054010           | 01-Aug-11       | KIMBALL MIDWEST           | RETURN #2053464               | 01-31-41-7302 | (45.12)           |
| 01134            | 0                 |                   | 2053464           | 29-Jul-11       | KIMBALL MIDWEST           | SHOP SUPPLIES                 | 01-31-41-7302 | 45.12             |
| 01490            | 0                 |                   | W615872           | 15-Aug-11       | MEDNIK * RIVERBEND        | RAGS FOR SHOP                 | 01-31-41-6212 | 88.70             |
| 00103            | 0                 |                   | 441189            | 04-Aug-11       | MIDWESTERN PEST CONTROL   | PEST CONTROL                  | 01-31-41-7301 | 47.50             |
| 00040            | 0                 |                   | 766496            | 11-Aug-11       | MILBRADT                  | PARTS PARK EQUIPMNT           | 01-31-41-6211 | 130.77            |
| 00040            | 0                 |                   | 47372             | 11-Aug-11       | MILBRADT                  | TRIMMER FOR PARKS             | 01-31-41-6211 | 239.99            |
| 00042            | 0                 |                   | 171741            | 19-Aug-11       | MPR SUPPLY                | IRRIGATION PARTS-BALLAS RD    | 01-31-41-6211 | 303.44            |
| 01095            | 1                 |                   | 545835            | 25-Aug-11       | NAPA AUTO PARTS           | COOLANT PRESSURE TESTER       | 01-31-41-6210 | 157.31            |
| 01095            | 1                 |                   | 538827            | 01-Aug-11       | NAPA AUTO PARTS           | STEERING RODS #105            | 01-31-41-6210 | 140.08            |
| 01095            | 1                 |                   | 539043            | 01-Aug-11       | NAPA AUTO PARTS           | CREDIT #538827                | 01-31-41-6210 | (140.08)          |
| 01095            | 1                 |                   | 544807            | 22-Aug-11       | NAPA AUTO PARTS           | PUMP FOR VACUUM 504           | 01-31-41-6211 | 55.49             |
| 01095            | 1                 |                   | 542756            | 15-Aug-11       | NAPA AUTO PARTS           | BOTTLE JACK                   | 01-31-41-6211 | 104.00            |
| 00165            | 1                 |                   | TI-0237986        | 15-Aug-11       | NEWMAN TRAFFIC SIGNS      | SIGNS FOR OFFICE PARKWAY      | 01-31-41-7311 | 127.70            |
| 00165            | 1                 |                   | TI-0238095        | 16-Aug-11       | NEWMAN TRAFFIC SIGNS      | LETTERS-STREET SIGNS          | 01-31-41-7311 | 106.50            |
| 00165            | 1                 |                   | TI-0219719        | 16-Aug-11       | NEWMAN TRAFFIC SIGNS      | HARDWARE FOR STREET SIGNS     | 01-31-41-7311 | 462.20            |
| 00865            | 0                 | P001235           | 227017.           | 01-Aug-11       | OUTDOOR SOLUTIONS         | GROUND MAINT SERVICES OLIVE/2 | 01-31-41-6212 | 1,130.00          |
| 00110            | 0                 |                   | 308764            | 22-Aug-11       | RICMAR INDUSTRIES         | AIR FRESHENERS-GARAGE         | 01-31-41-7301 | 59.09             |
| 00110            | 0                 |                   | 308630            | 05-Aug-11       | RICMAR INDUSTRIES         | WASP SPRAY                    | 01-31-41-7301 | 173.14            |
| 00692            | 0                 |                   | 508778            | 19-Aug-11       | ST LOUIS SAFETY, INC.     | SAFETY APPAREL-STREETS        | 01-31-41-7308 | 123.26            |
| 01347            | 0                 |                   | 82005             | 10-Aug-11       | SURVEYORS MATERIALS, INC. | PAINT FOR STREETS             | 01-31-41-7305 | 40.20             |
| 00270            | 1                 |                   | 64839             | 29-Jul-11       | TERMINAL SUPPLY CO.       | LIGHT FOR CAB #103            | 01-31-41-6210 | 294.01            |
| 00270            | 1                 |                   | 66603             | 05-Aug-11       | TERMINAL SUPPLY CO.       | STROBE LIGHTS                 | 01-31-41-6210 | 333.03            |
| 00104            | 0                 |                   | P29660            | 05-Aug-11       | VERMEER                   | BEARINGS FOR CHIPPERS         | 01-31-41-6211 | 64.59             |

*Sum of Invoices*

7,418.34



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

HEALTH & WELFARE

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name | Description                    | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|----------------|--------------------------------|---------------|-------------------|
| 00105            | 1                 | P001234           | 0346-013806674    | 15-Aug-11       | ALLIED WASTE   | TRASH SERVICES FOR RESIDENTIAL | 01-31-42-6214 | 86,443.20         |
| 00105            | 1                 | P001233           | 0346-013806674    | 15-Aug-11       | ALLIED WASTE   | RECYCLING SERVICES RESIDENTIAL | 01-31-42-6217 | 25,005.60         |
| Sum of Invoices  |                   |                   |                   |                 |                |                                |               | 111,448.80        |



**CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING**

8/30/2011

**PARKS**

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name           | Description                   | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|--------------------------|-------------------------------|---------------|-------------------|
| 00010            | 0                 |                   | 891564            | 25-Aug-11       | BRANNEKY HARDWARE        | HOSE FOR TENNIS CTS           | 01-31-43-6212 | 309.94            |
| 00010            | 0                 |                   | 891205            | 18-Aug-11       | BRANNEKY HARDWARE        | CLEANING MRTLS BIERNE PARK    | 01-31-43-7301 | 311.44            |
| 00015            | 1                 |                   | 452803271         | 24-Aug-11       | CINTAS CORP. #452        | CLEANING SUPPLIES (8/24/11)   | 01-31-43-7301 | 18.53             |
| 00015            | 1                 |                   | 452794060         | 03-Aug-11       | CINTAS CORP. #452        | CLEANING SUPPLIES (8/3/11)    | 01-31-43-7301 | 18.53             |
| 00015            | 1                 |                   | 452800175         | 17-Aug-11       | CINTAS CORP. #452        | CLEANINS SUPPLIES (8/17/11)   | 01-31-43-7301 | 18.53             |
| 00015            | 1                 |                   | 452797132         | 10-Aug-11       | CINTAS CORP. #452        | CLEANING SUPPLIES (8/10/11)   | 01-31-43-7301 | 18.53             |
| 00015            | 1                 |                   | 452800176         | 17-Aug-11       | CINTAS CORP. #452        | UNIFORM RENTAL (8/17/11)      | 01-31-43-7308 | 41.41             |
| 00015            | 1                 |                   | 452803272         | 24-Aug-11       | CINTAS CORP. #452        | UNIFORM RENTAL (8/24/11)      | 01-31-43-7308 | 41.41             |
| 00015            | 1                 |                   | 452794061         | 03-Aug-11       | CINTAS CORP. #452        | UNIFORM RENTAL (8/3/11)       | 01-31-43-7308 | 39.23             |
| 00015            | 1                 |                   | 452797133         | 10-Aug-11       | CINTAS CORP. #452        | UNIFORM RENTAL (8/10/11)      | 01-31-43-7308 | 40.21             |
| 00205            | 1                 |                   | SI022577          | 02-Aug-11       | CK POWER PRODUCTS. CORP. | MUFFLER                       | 01-31-43-6211 | 20.09             |
| 00127            | 0                 |                   | 174405            | 09-Aug-11       | ERB EQUIPMENT COMPANY    | EMERGENCY SITE REPAIR         | 01-31-43-6211 | 600.20            |
| 00127            | 0                 | P001282           | 565916            | 19-Aug-11       | ERB EQUIPMENT COMPANY    | TOWING CHARGE                 | 01-31-43-6211 | 200.00            |
| 00127            | 0                 | P001282           | 565916            | 19-Aug-11       | ERB EQUIPMENT COMPANY    | EXTRANEIOUS REPAIR CHARGES    | 01-31-43-6211 | 499.28            |
| 00127            | 0                 | P001282           | 565916            | 19-Aug-11       | ERB EQUIPMENT COMPANY    | REPLACE GEARS IN TRANSMISSION | 01-31-43-6211 | 1,500.00          |
| 00117            | 0                 |                   | 2012731           | 11-Aug-11       | HOME DEPOT               | MTRLs MENS RM BIERNE PARK     | 01-31-43-6212 | 157.97            |
| 00117            | 0                 |                   | 6027745           | 17-Aug-11       | HOME DEPOT               | CLEANING MTRLs TENNIS CTS     | 01-31-43-7301 | 7.97              |
| 00117            | 0                 |                   | 8029878           | 25-Aug-11       | HOME DEPOT               | CLEANING SUP-TENNIS CTS       | 01-31-43-7301 | 154.41            |
| 00789            | 0                 |                   | 350839            | 03-Aug-11       | K&K SUPPLY               | PARTS FOR TILLER & TRAILER    | 01-31-43-6211 | 28.26             |
| 00209            | 1                 |                   | 2439/6            | 12-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH FOUNTAIN PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2435/6            | 12-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH FOUNTAIN PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2437/6            | 12-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH FOUNTAIN PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2373/6            | 02-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH CONWAY PARK             | 01-31-43-7303 | 132.00            |
| 00209            | 1                 |                   | 2463/6            | 15-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH MILLENIU PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2487/6            | 17-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH LAKE SCHOOL PK          | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2446/6            | 15-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-FOUNTAIN PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2477/6            | 16-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-MILLENIU PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2469/6            | 16-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-MILLENIU PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2441/6            | 12-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-FOUNTAIN PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2433/6            | 12-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH FOUNTAIN PARK           | 01-31-43-7303 | 44.00             |
| 00209            | 1                 |                   | 24716/6           | 16-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH MILLENIU PARK           | 01-31-43-7303 | 66.00             |
| 00209            | 1                 |                   | 2456/6            | 15-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-MILLENIU PARK           | 01-31-43-7303 | 66.00             |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

PARKS

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name           | Description                   | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|--------------------------|-------------------------------|---------------|-------------------|
| 00209            | 1                 |                   | 2475/6            | 16-Aug-11       | KIRKWOOD MATERIAL SUPPLY | MULCH-MILLENIU PARK           | 01-31-43-7303 | 66.00             |
| 00103            | 0                 |                   | 441189            | 04-Aug-11       | MIDWESTERN PEST CONTROL  | PEST CONTROL                  | 01-31-43-7301 | 47.50             |
| 00040            | 0                 |                   | 765777            | 01-Aug-11       | MILBRADT                 | AIR FILTERS                   | 01-31-43-6211 | 7.59              |
| 00042            | 0                 |                   | 70506             | 02-Aug-11       | MPR SUPPLY               | IRRIGATION PARTS              | 01-31-43-6212 | 187.79            |
| 00865            | 0                 | P001236           | 227017            | 01-Aug-11       | OUTDOOR SOLUTIONS        | ROW MOWING 07/11 THRU 11/11   | 01-31-43-6212 | 887.32            |
| 00110            | 0                 |                   | 308521            | 27-Jul-11       | RICMAR INDUSTRIES        | WEED KILLER PARKS             | 01-31-43-7301 | 428.40            |
| 00110            | 0                 |                   | 308764            | 22-Aug-11       | RICMAR INDUSTRIES        | AIR FRESHENERS-GARAGE         | 01-31-43-7301 | 59.09             |
| 00110            | 0                 |                   | 308630            | 05-Aug-11       | RICMAR INDUSTRIES        | WASP SPRAY                    | 01-31-43-7301 | 173.14            |
| 00692            | 0                 |                   | 508778            | 19-Aug-11       | ST LOUIS SAFETY, INC.    | SAFETY APPAREL-STREETS        | 01-31-43-7308 | 123.25            |
| 01151            | 0                 |                   | 0324              | 18-Aug-11       | BUILDERS                 | PATCH FOR TENNIS CTS          | 01-31-43-6212 | 253.00            |
| 00173            | 0                 |                   | IN096610          | 04-Aug-11       | SUPREME TURF PRODUCTS    | WEED KILLER CONWAY PK         | 01-31-43-7301 | 222.50            |
| 00173            | 0                 |                   | IN096537          | 04-Aug-11       | SUPREME TURF PRODUCTS    | WEEK KELLER ROWS              | 01-31-43-7301 | 412.50            |
| 00173            | 0                 |                   | IN097048          | 17-Aug-11       | SUPREME TURF PRODUCTS    | CHEMICALS-CONWAY PK LAKE      | 01-31-43-7301 | 222.50            |
| 00173            | 0                 |                   | IN096938          | 17-Aug-11       | SUPREME TURF PRODUCTS    | HORTICULTURAL CHEMICALS PKS   | 01-31-43-7303 | 688.00            |
| 00070            | 1                 |                   | I110818111        | 18-Aug-11       | TECH ELECTRONICS         | ALARM SVC-TAPPMAYER HOUSE     | 01-31-43-6212 | 187.50            |
| 01483            | 0                 | P001240           | 2635              | 01-Aug-11       | TURFGRASS PROFESSIONALS  | PARKS MOWING 07/11 THRU 11/11 | 01-31-43-6212 | 2,830.50          |
| Sum of Invoices  |                   |                   |                   |                 |                          |                               |               | 11,724.52         |



CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

COMMUNITY DEVELOPMENT - PLANNING

| Vendor<br>Number | Address<br>Number | Purchase<br>Order | Invoice<br>Number | Invoice<br>Date | Vendor<br>Name                      | Description                   | GL<br>Account | Invoice<br>Amount |
|------------------|-------------------|-------------------|-------------------|-----------------|-------------------------------------|-------------------------------|---------------|-------------------|
| 00213            | 0                 |                   | 082011-1          | 20-Aug-11       | MCLAUGHLIN COURT REPORTING SERVICES | P&Z MTG COURT REPORTER        | 01-32-11-6202 | 175.00            |
| 01519            | 0                 | P001222           | 85506             | 29-Jul-11       | THE SIDWELL COMPANY                 | PROFESSIONAL SERVICES FOR GIS | 01-32-11-6203 | 6,358.50          |
| 01113            | 1                 |                   | 201298            | 19-Aug-11       | TAB ST LOUIS                        | GENERAL SUPPLIES              | 01-32-11-7304 | 1,825.81          |
| Sum of Invoices  |                   |                   |                   |                 |                                     |                               |               | 8,359.31          |





CITY OF CREVE COEUR  
ACCOUNTS PAYABLE LISTING

8/30/2011

CAPITAL IMPROVEMENTS

| Vendor Number   | Address Number | Purchase Order | Invoice Number | Invoice Date | Vendor Name          | Description                   | GL Account          | Invoice Amount |
|-----------------|----------------|----------------|----------------|--------------|----------------------|-------------------------------|---------------------|----------------|
| 00023           | 1              |                | 204199         | 23-Aug-11    | FRED WEBER, INC      | ASPHALT MOSLEY RD             | 02-61-71-9510-12601 | 585.00         |
| 00023           | 1              |                | 203846         | 22-Aug-11    | FRED WEBER, INC      | ASPHALT MOSLEY ROAD           | 02-61-71-9510-12601 | 450.00         |
| 01417           | 0              |                | 84290          | 12-May-11    | GEOTECHNOLOGY, INC.  | PROFESSIONAL SVCS             | 02-61-71-9510-11606 | 959.75         |
| 00606           | 0              |                | 40577          | 22-Aug-11    | HORNER & SHIFRIN INC | STORM WATER CONSULTING SVCS   | 02-61-71-9509-12521 | 889.00         |
| 00606           | 0              | P001086        | APP #10        | 18-Aug-11    | HORNER & SHIFRIN INC | SURVEY & CONCEPT PLAN FOR THE | 02-61-71-9510-11603 | 4,626.14       |
| Sum of Invoices |                |                |                |              |                      |                               |                     | 7,509.89       |

**GRAND TOTAL OF ALL INVOICES 229,340.40**

**AN ORDINANCE REPEALING ORDINANCE NUMBER 1171 AND APPROVING A NEW  
CONDITIONAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP PURSUANT TO  
SECTION 405.370(C) OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR  
WEBER CHEVROLET LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT AT  
12015 OLIVE BOULEVARD**

**WHEREAS**, application was made by Paul Kastner, Vice President/General Manager of Weber Chevrolet, on behalf of George Weber III, Weber Chevrolet, to amend the conditional use permit for showroom additions and exterior improvement to the existing building located at 12015 Olive Boulevard, in the "CB" Core Business District; and

**WHEREAS**, the original conditional use permit was authorized by St. Louis County in 1968 prior to the annexation into the City of Creve Coeur and was subsequently amended by City Ordinance 1171; and

**WHEREAS**, the City of Creve Coeur recognizes the continued operation of the legal, non-conforming automobile body shop; and

**WHEREAS**, under Section 405.370(1)(f)(1), motor vehicle dealers (new or new and used) in the "CB", commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

**WHEREAS**, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 15, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(3); and

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

**WHEREAS**, the Planning and Zoning Commission reviewed and, by a unanimous vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on Monday, August 15, 2011; and

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

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

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

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

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

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

**Section 1:** Ordinance 1171 amending the conditional use permit located at 12015 Olive Boulevard is hereby repealed.

**Section 2:** A Conditional Use Permit is authorized for an Automotive Dealership pursuant to Section 405.370(C) in the "CB" Core Business zoning district whose legal description is as follows:

A tract of land being part of Lots 3 and 4 of "Lake House Farm", a subdivision according to the plat thereof recorded in Plat Book 9, Page 74 of the St. Louis County, Missouri records and located in Township 45 North, Range 5 East of the Fifth Principal Meridian, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the North right-of-way line of Olive Boulevard (Route 340); said point being 65 feet perpendicular to Station 116+90.20 of the centerline of said Olive Boulevard; thence with the North right-of-way line, North 73 degrees 14 minutes 30 seconds West 161.77 feet to a point; said point being 65 feet perpendicular to Station 115+36.22 of the centerline of said Olive Boulevard; thence leaving said North right-of-way line and along the Highway I-270 Ramp North the following courses and distances; North 30 degrees 45 minutes 30 seconds West 50.35 feet; North 08 degrees 48 minutes 30 seconds West 156.52 feet; North 09 degrees 32 minutes 30 seconds West 441.58 feet; North 07 degrees 34 minutes 58 seconds West 232.87 feet; North 06 degrees 57 minutes 30 seconds West 227.61 feet; North 10 degrees 56 minutes 30 seconds West 278.00 feet to a point; Said point being on the South line of Orchard Lakes Plat 1 as recorded in Plat Book 97, Pages 20-21; thence with the said South line, South 89 degrees 16 minutes 00 seconds East 454.38 feet to a point; thence leaving said South line, South 00 degrees 02 minutes 00 seconds West 1353.11 feet to a point; thence North 88 degrees 23 minutes 00 seconds West 47.29 feet; thence South 18 degrees 26 minutes 30 seconds West 55.00 feet to the Point of Beginning, containing 10.843 acres according to calculations by Bax Engineering during May, 2011.

**SECTION 3:** The issuance of this conditional use permit and the operation and maintenance of said facilities provided for by this ordinance shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and the following conditions:

1. The Conditional Use Permit is for the operation of an automobile sales facility for use by Weber Chevrolet for the Chevrolet franchise and/or additional users as approved by the City of Creve Coeur.
2. The building remodel shall be consistent with the building plans dated July 22, 2011, and landscaping drawings received August 11, 2011 (attached as Exhibit 1), except as otherwise required herein.
3. An underground irrigation system shall be installed and maintained to serve the landscaped areas identified on the Landscape Plan outside of the City of Creve Coeur maintenance areas.

4. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the automotive dealership permitted by this ordinance.
6. Trash enclosures shall be of materials consistent with the existing buildings.
7. Parking of automobiles shall be limited to one automobile per designated parking space.
8. The exterior masonry walls between the new showroom façade and the pre-existing service bays shall be painted dark grey compatible with the showroom façade subject to review and approval by the Zoning Administrator. Refusal of the additional grey painting by the franchisor (General Motors) shall not place the franchisee in violation of this ordinance.
9. Parking lot lighting shall be in conformance with Section 405.810(4) Lighting, of Article VII Off-Street Parking and Loading Regulations of the Zoning Code.
10. Showroom Hours of Operation shall not exceed 8:30 A.M. to 9:00 P.M. Monday through Saturday; and closed Sunday.
11. Service hours of operation shall not exceed 7:00 A.M. to midnight.
12. Storage of wrecked or immobilized motor vehicles shall be indoors or if outdoors, shall be so screened as not to be visible from the adjacent residences, or from any public or private street or highway.
13. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
14. The use of outdoor speakers shall not produce any sound exceeding 60dB at the property line.
15. The number of new automobiles and/or certified automobiles with a manufacturer's warranty shall not, at any time, be less than sixty percent (60%) of the total number of automobiles available for purchase on site.
16. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
17. A copy of all herein conditions shall be furnished by the owner or petitioner to the operator(s) and managers, including successive operator(s), owner(s) and manager(s) who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood all conditions and agrees to comply therewith.
18. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
19. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

**Section 4:** The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
TARA NEALEY  
PRESIDENT OF CITY COUNCIL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
HAROLD DIELMANN  
MAYOR

ATTEST:

\_\_\_\_\_  
DEBORAH RYAN, MRCC  
CITY CLERK



city  
of

# CREVE COEUR

---

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

Meeting Date: September 8, 2011

To: Honorable Mayor and City Council Members  
Mark Perkins, City Administrator

From: Paul Langdon, AICP, Director of Community Development

Subject: P&Z Application #11-012; 12015 Olive Boulevard-Weber Chevrolet  
Rezoning

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## RESPONSE TO COUNCIL INQUIRIES

During the first reading of the Weber Chevrolet conditional use permit before the City Council on August 22, 2011, two questions were raised that required further research:

1. Do the staff have any confidence that the public notices mailed to the residents of the Orchard Lakes were received and understood by the residents?

### Response:

City Planner, Whitney Kelly, did meet with two residents at the Community Development front counter who stated they had received the letter and wondered if the project was tied to a possible redevelopment of the Orchard Lakes subdivision. When told that the two projects were not related, the residents indicated they had no other issues. However, a follow-up inquiry to the subdivision trustees to verify their receipt of the notice has not been answered as of September 1, 2011.

2. Given the difficulty of maintaining plants in the narrow landscape strip along the Olive Boulevard frontage, is it possible to install hanging baskets using pre-cast metal standards, similar to decorative street light standards?

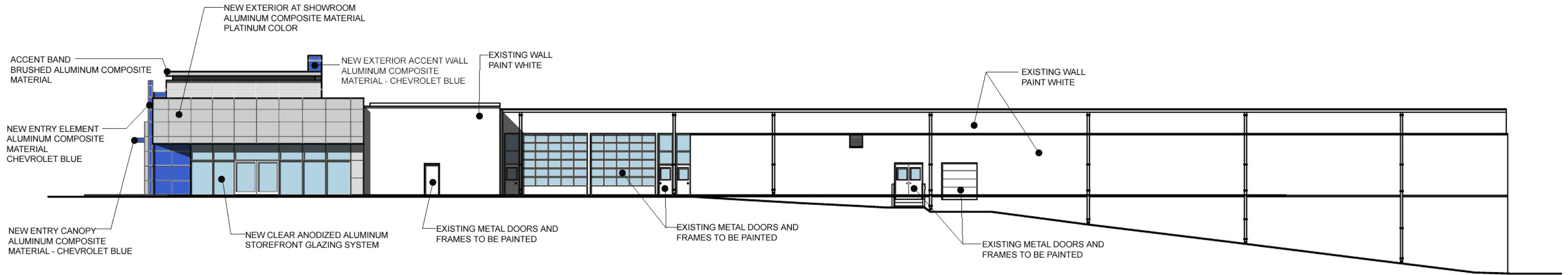
### Response:

Of the five possible locations for such standards, two or three (depending on specific location and the property line) are located within the Olive Boulevard right-of-way. While the City and property owner are free to determine the design outside of the right-of-way, the Missouri Department of Transportation (MoDOT) must approve anything within the right-of-way. As such, the question was asked of the MoDOT Senior Traffic Specialist for this area, James Bodart, and the response was that any additional physical hazards would not be approved. Mr. Bodart explained that there are already a large

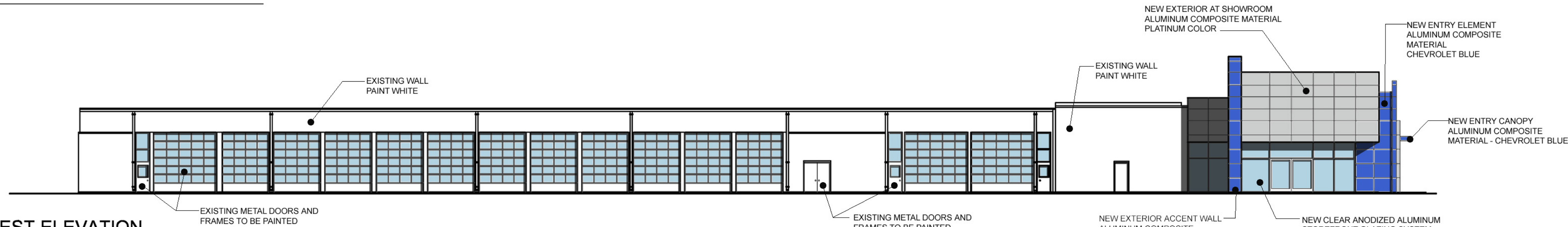
number of utility facilities, light standards and trees in the vicinity of the interchange and they do not wish to see anything more added that could cause significant property damage or physical injury to motorists and pedestrians in the event of a crash. The poles in question could represent such a hazard.

If, then, only two or three of these standards could be installed and they would cover only a half of the landscape area, staff suggest that they not be pursued as this would appear as a token or incomplete effort. Instead, the applicant's proposed planting plan should be approved and every effort will be made to extend irrigation to the area. Due to the high cost of extending the irrigation in this area, and given that the plantings are on both public and private property, the Council may wish to consider adding a condition of approval that requires the applicant to pay all costs associated with installing an extension to the City's irrigation system, along with the recording of a landscape easement along the frontage allowing the City to maintain the system in both the public and private areas. In this way, the applicant bares the initial expenses, but the City accepts the long-term responsibilities costs.

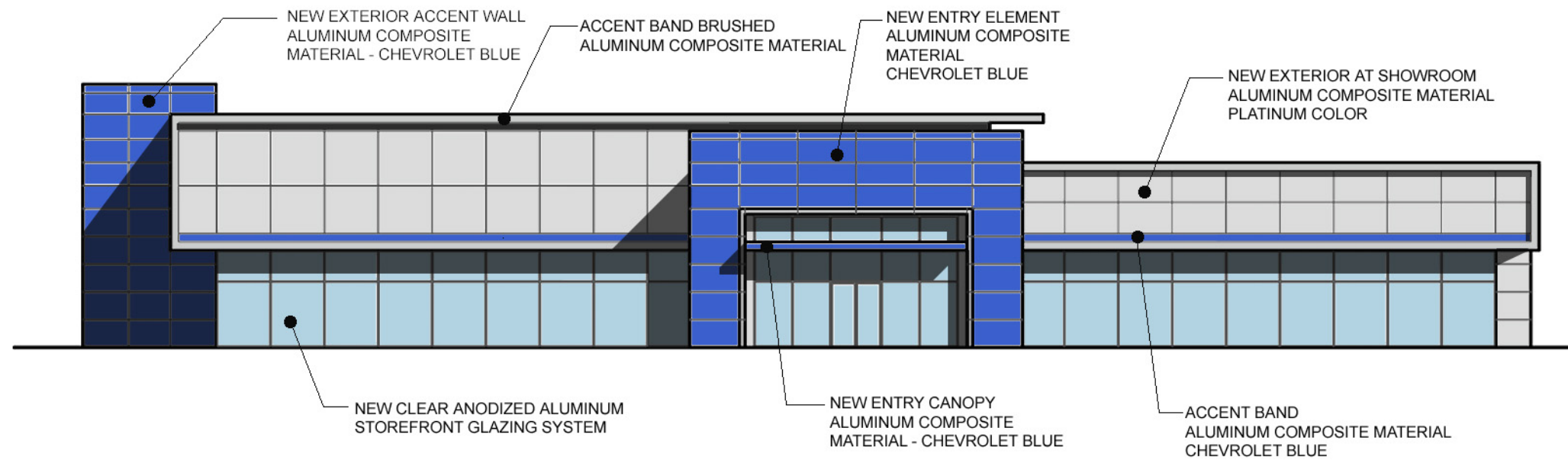
If there are any remaining questions, the Planning Division staff are available to provide clarification.



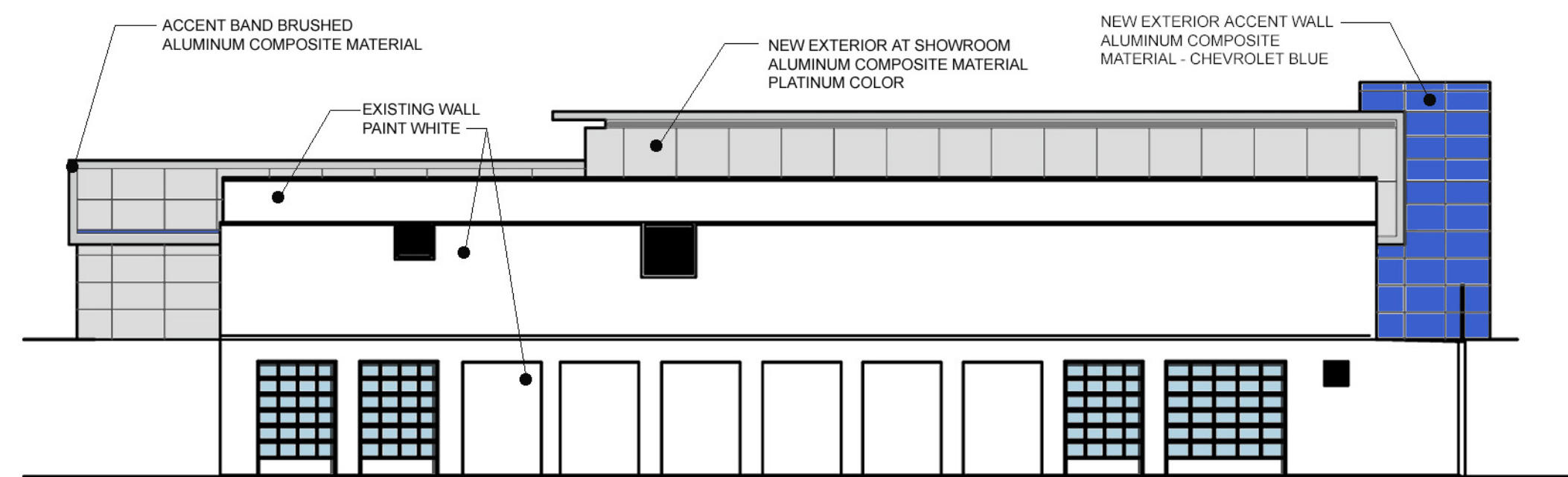
EAST ELEVATION



WEST ELEVATION



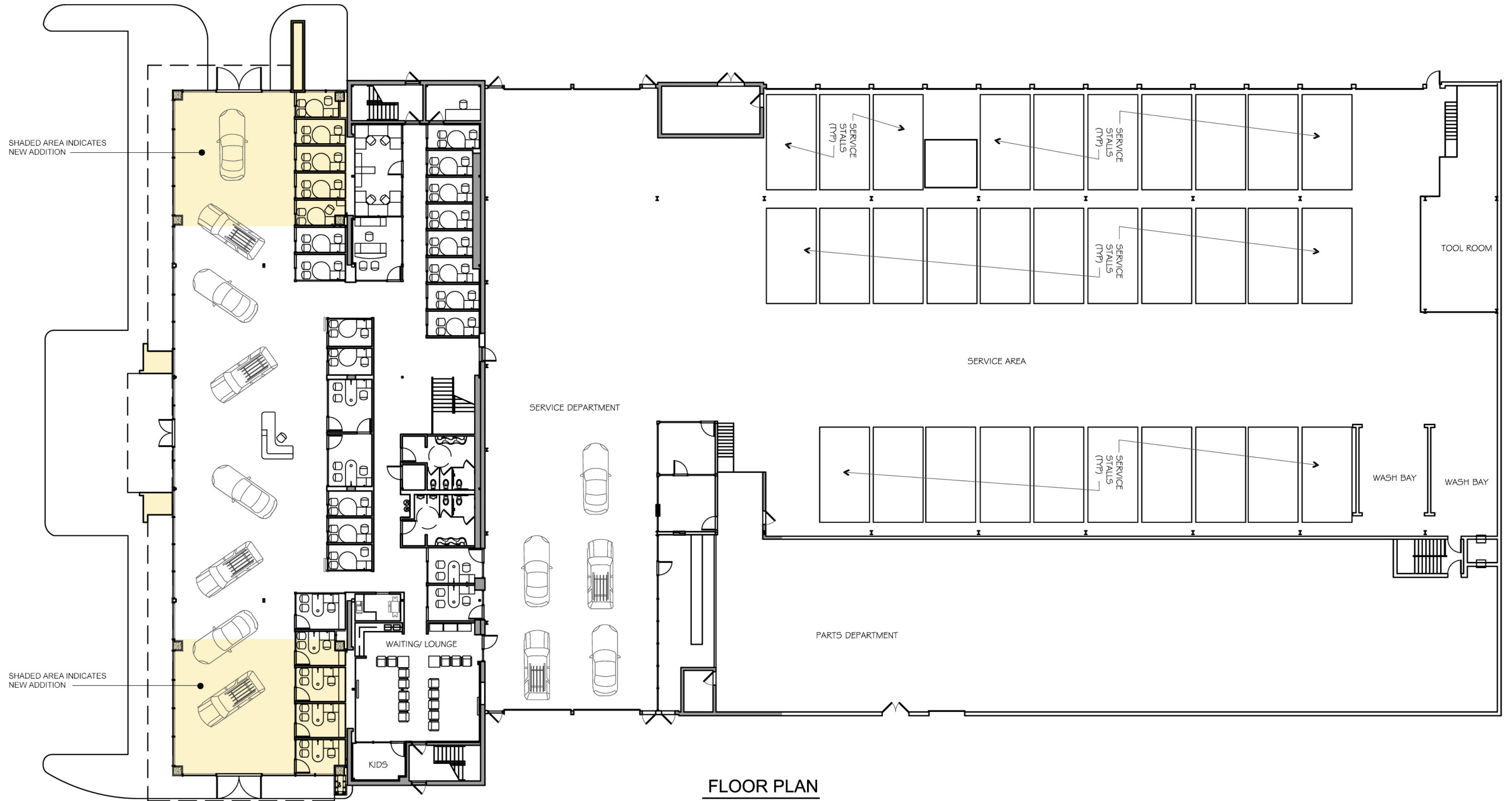
SOUTH ELEVATION



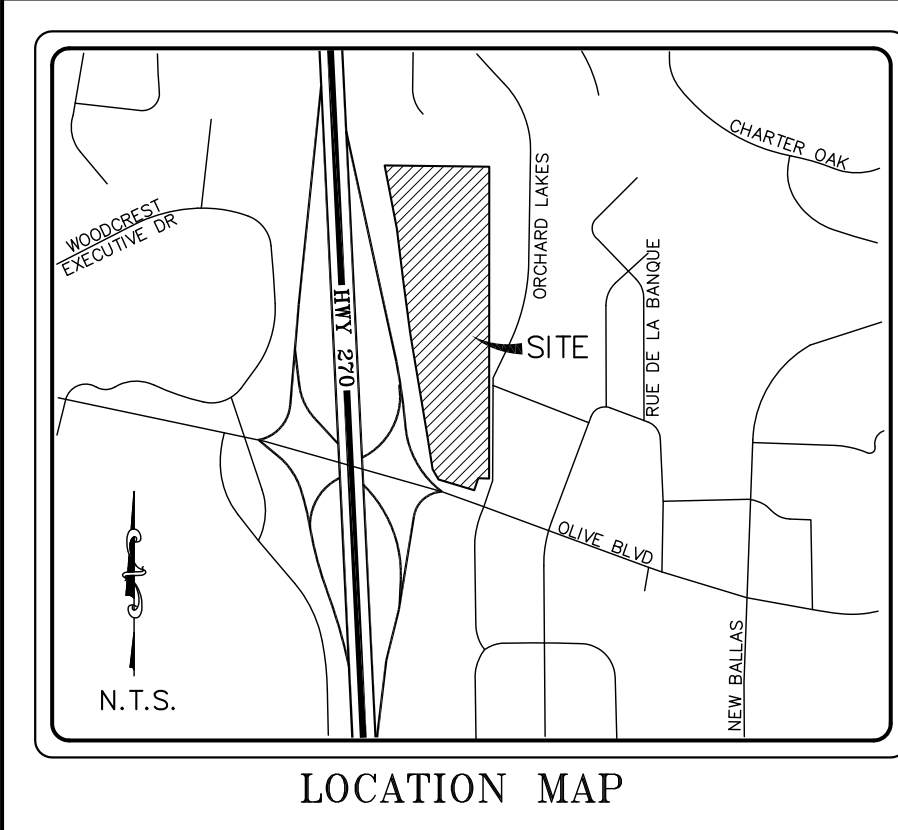
NORTH ELEVATION











**LEGAL DESCRIPTION:**

A tract of land being part of Lots 3 and 4 of "Lake House Farm", a subdivision according to the plat thereof recorded in Plat Book 9, Page 74 of the St. Louis County, Missouri records and located in Township 45 North, Range 5 East of the Fifth Principal Meridian, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the North right-of-way line of Olive Boulevard (Route 340); said point being 65 feet perpendicular to Station 116+90.20 of the centerline of said Olive Boulevard; thence with the North right-of-way line, North 73 degrees 14 minutes 30 seconds West 161.77 feet to a point; said point being 65 feet perpendicular to Station 115+36.22 of the centerline of said Olive Boulevard; thence leaving said North right-of-way line and along the Highway I-270 Ramp North the following courses and distances: North 30 degrees 45 minutes 30 seconds West 50.35 feet; North 08 degrees 48 minutes 30 seconds West 156.52 feet; North 09 degrees 32 minutes 30 seconds West 441.58 feet; North 07 degrees 34 minutes 58 seconds West 232.87 feet; North 06 degrees 57 minutes 30 seconds West 227.61 feet; North 10 degrees 56 minutes 30 seconds West 278.00 feet to a point; Said point being on the South line of Orchard Lakes Plat 1 as recorded in Plat Book 97, Pages 20-21; thence with the said South line, South 89 degrees 16 minutes 00 seconds East 454.38 feet to a point; thence leaving said South line, South 00 degrees 02 minutes 00 seconds West 1353.11 feet to a point; thence North 88 degrees 23 minutes 00 seconds West 47.29 feet; thence South 18 degrees 26 minutes 30 seconds West 55.00 feet to the Point of Beginning, containing 10.843 Acres according to calculations by Box Engineering during May, 2011.

# A SITE DEVELOPMENT PLAN FOR WEBER CHEVROLET

A TRACT OF LAND BEING PART OF  
LOTS 3 & 4 OF "LAKE HOUSE FARM" SUBDIVISION  
PLAT BOOK 9, PAGE 74  
TOWNSHIP 45 NORTH, RANGE 5 EAST  
OF THE FIFTH PRINCIPAL MERIDIAN  
CITY OF CREVE COEUR  
ST. LOUIS COUNTY, MISSOURI

- DEVELOPMENT NOTES:**
- Area of tract: 10.843 Acres
  - Existing Zoning: "CB" Core Business District  
With A Conditional Use Permit  
(City of Creve Coeur)
  - Existing & Proposed Use: Automobile Dealership
  - Owner: Weber Chevrolet  
12015 Olive Boulevard  
Creve Coeur, MO 63141  
(314) 567-3300
  - Required building setback for CB Zoning:  
Front yard = 30' feet fronting Olive Blvd.  
Side yard = 10' feet  
Rear yard = 10' feet
  - Flood Note:  
Per F.I.R.M. Flood Insurance Rate Map (Community Panel Number 29189C0162 H Dated August 2, 1996). This property is within Zone X. Zone X is defined as an area outside the 500 year flood plain.
  - This property is served by the following utilities:  
Electric: AmerenUE Electric Co. (314) 242-5100  
Telephone: AT&T Telephone Co. (800) 499-7928  
Gas: Laclede Gas Co. (314) 342-0709  
Water: Missouri American Water Co. (314) 991-3404  
Sewer: St Louis Metropolitan Sewer District (314) 768-6200  
Fire District: Creve Coeur Fire Protection District (314) 432-5570
  - Existing Site Coverage:  
Buildings - 42,930 sq.ft. - 9%  
Pavement - 262,494 sq.ft. - 58%  
Green Space - 151,216 sq.ft. - 33%
  - Parking Required:  
Showroom - 1 Space per 250 sq.ft. = 4,590 sq.ft./250 = 19 Spaces  
Service Bays - 3 Spaces per Service Bay = 55 x 3 = 165 Spaces  
Aggregate Building sq.ft. - 1 Space per 1,250 sq.ft. = 69,000 sq.ft./1,250 = 56 Spaces  
Total Spaces Required = 240  
Handicap Spaces Required = 7  
Handicap Spaces Provided = 7  
Van Accessible Spaces Required = 1  
Van Accessible Spaces Provided = 1  
(NOTE: All the rest of the parking spaces onsite are for Inventory and Sales)
  - Stormwater design shall be in accordance with Metropolitan St. Louis Sewer District and City of Creve Coeur.
  - All paving shall be in accordance with City of Creve Coeur Minimum Standards and Specifications.
  - Sidewalks, curb ramps, ramp and accessible parking spaces shall be constructed in accordance with the current approved "Americans with Disabilities Act Accessibility Guidelines" (ADAAG) along with the required grades, construction materials, specifications and signage.



**A SITE DEVELOPMENT PLAN FOR  
WEBER CHEVROLET**

**PREPARED FOR:** WEBER CHEVROLET  
12015 OLIVE BOULEVARD  
CREVE COEUR, MO 63141  
(314) 567-3300

DISCLAIMER OF RESPONSIBILITY  
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than these authenticated by my seal.

Larry David Walker  
Civil Engineer  
2007020343  
Copyright 2011  
Box Engineering Company, Inc.  
Authority No. 000655  
All Rights Reserved

| REVISIONS |        |
|-----------|--------|
| 7-22-11   | CLIENT |
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**ENGINEERING  
PLANNING  
SURVEYING**

221 Point West Blvd.  
St. Charles, MO 63301  
636-928-5552  
FAX 928-1718

05-06-11  
DATE  
10-15159  
PROJECT NUMBER  
1 OF 2  
SHEET OF  
15159pre.dwg  
FILE NAME  
CLM/MGG  
DRAWN  
MGG CLH  
DESIGNED CHECKED







LANDSCAPE GUIDELINE SPECS:

GENERAL:

- 1) All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public. The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
- 2) Underground facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call 1-800-DIG-RITE).
- 3) Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
- 4) It shall be the landscape contractor's responsibility to:
  - A.) Verify all existing and proposed features shown on the drawings prior to commencement of work.
  - B.) Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
  - C.) Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
- 5) Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
- 6) Provide single-stem trees unless otherwise noted in plant schedule.
- 7) All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
- 8) It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
- 9) All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
- 10) All plant material to be transplanted shall be transplanted according to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.

INSURANCE:

- 1) The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

MULCH:

- 1) All mulch to be shredded oak bark mulch at 3" depth (after compaction) unless otherwise noted. Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
- 2) No plastic sheeting or filter fabric shall be placed beneath shredded bark mulch beds. Myrafi fabric shall be used beneath all gravel mulch beds.
- 3) Edge all beds with spade-cut edge unless otherwise noted.

MAINTENANCE:

- 1) Landscape Contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
- 2) Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.

TOPSOIL:

- 1) Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Rota-till topsoil mix to a depth of 6" minimum and grade smooth.
- 2) Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the % of organic matter, inorganic matter, deleterious material, pH and mineral content.
- 3) Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material.
- 4) Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded bark mulch.

MISC. MATERIAL:

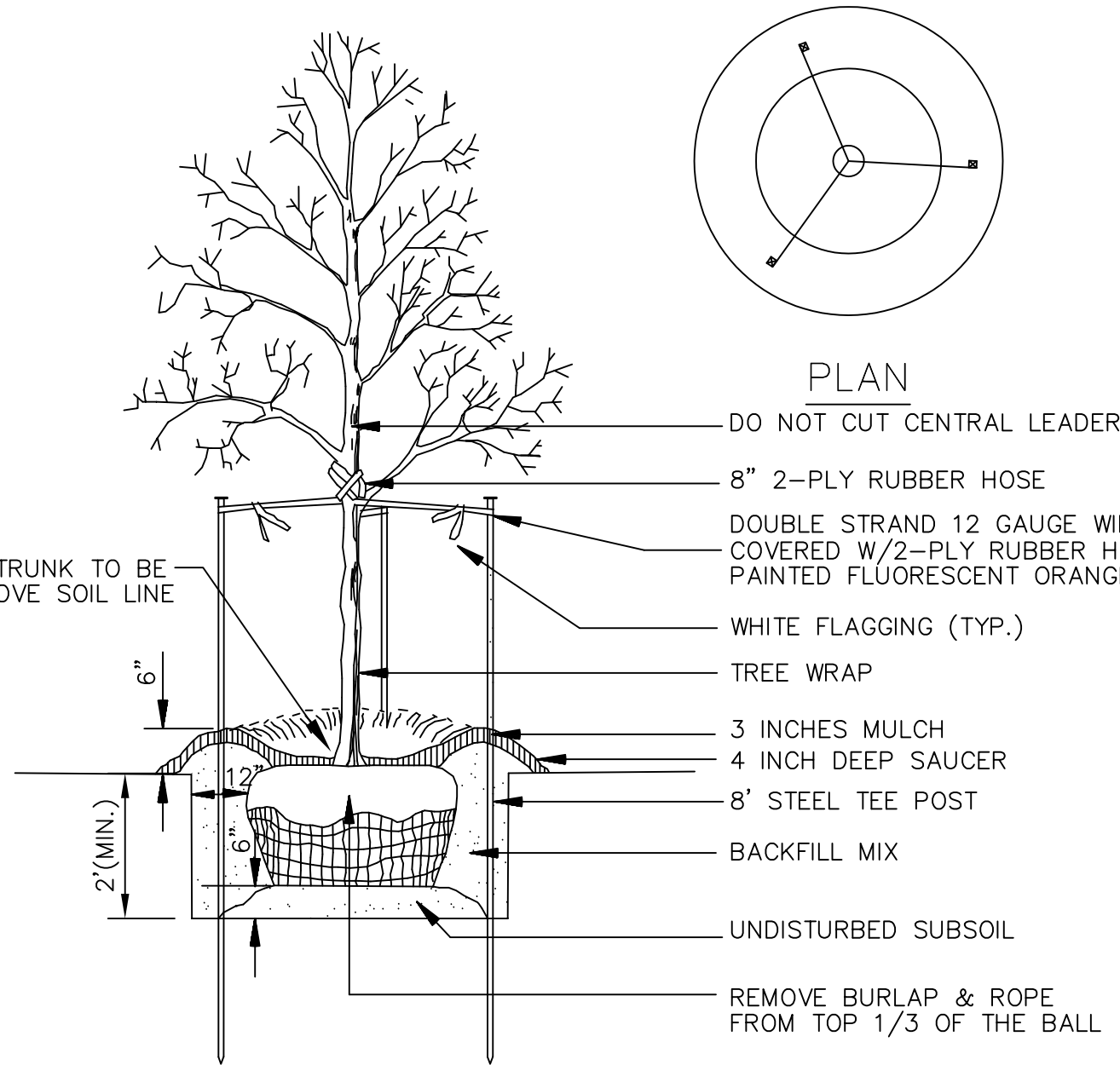
- 1) Provide stakes and deadmen of sound, new hardwood, free of knotholes and defects.
- 2) Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

TURF:

- 1) All disturbed lawn areas to be seeded with a mixture of Turf-Type fescue (300# per acre) and bluegrass (18# per acre). Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance. Bare areas more than one square foot per any 50 square feet shall be replaced.
- 2) Landscape contractor shall offer an alternate price for sod in lieu of seed. Sod shall be cut at a uniform thickness of 3/4". No broken pieces, irregular pieces or torn pieces will be accepted.
- 3) Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
- 4) All sod shall be placed a maximum of 24 hours after harvesting.
- 5) Recondition existing lawn areas damaged by Contractor's operations including equipment/material storage and movement of vehicles.

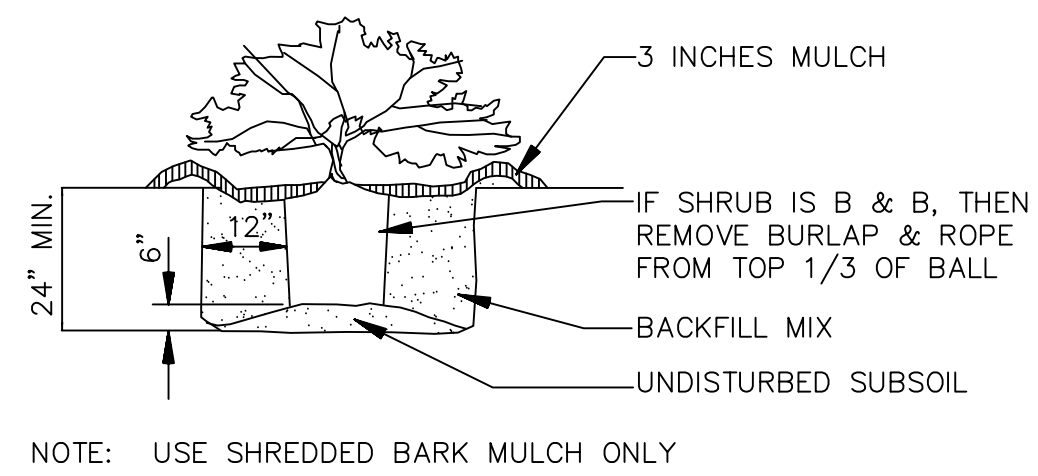
WARRANTY:

- 1) All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after installation at 100% of the installed price.
- 2) Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for that plant.
- 3) Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
- 4) Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.



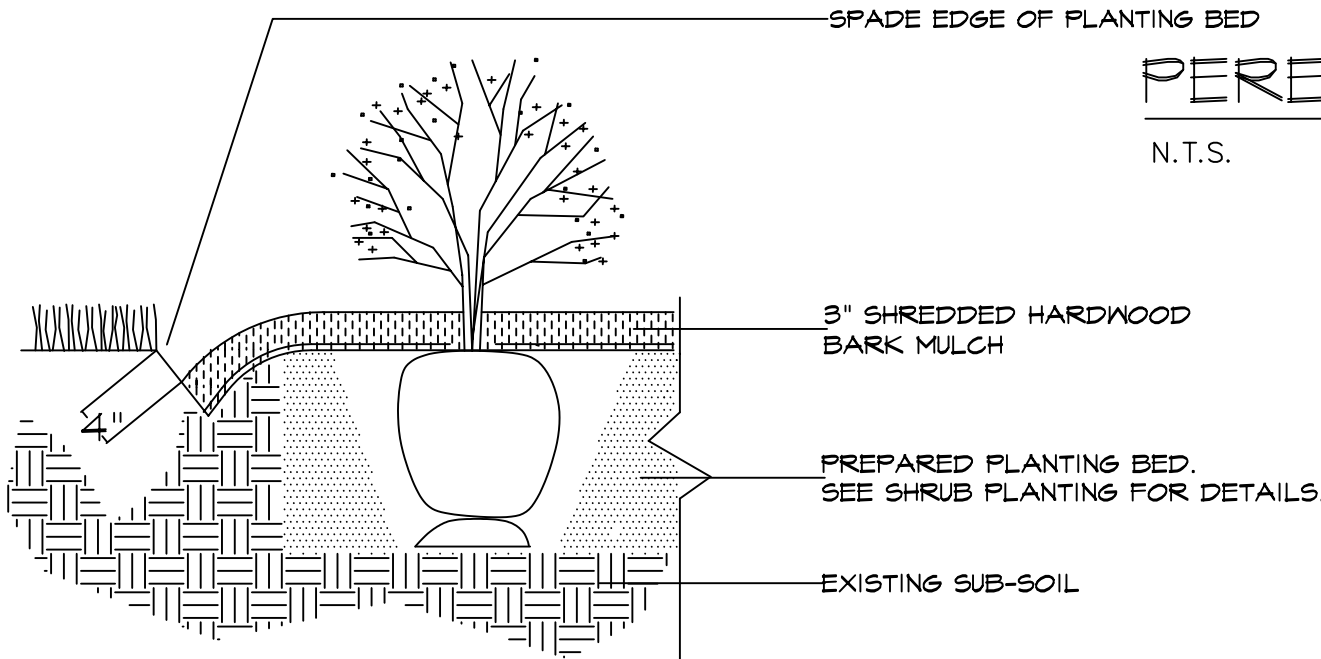
DECIDUOUS TREE PLANTING

N.T.S.



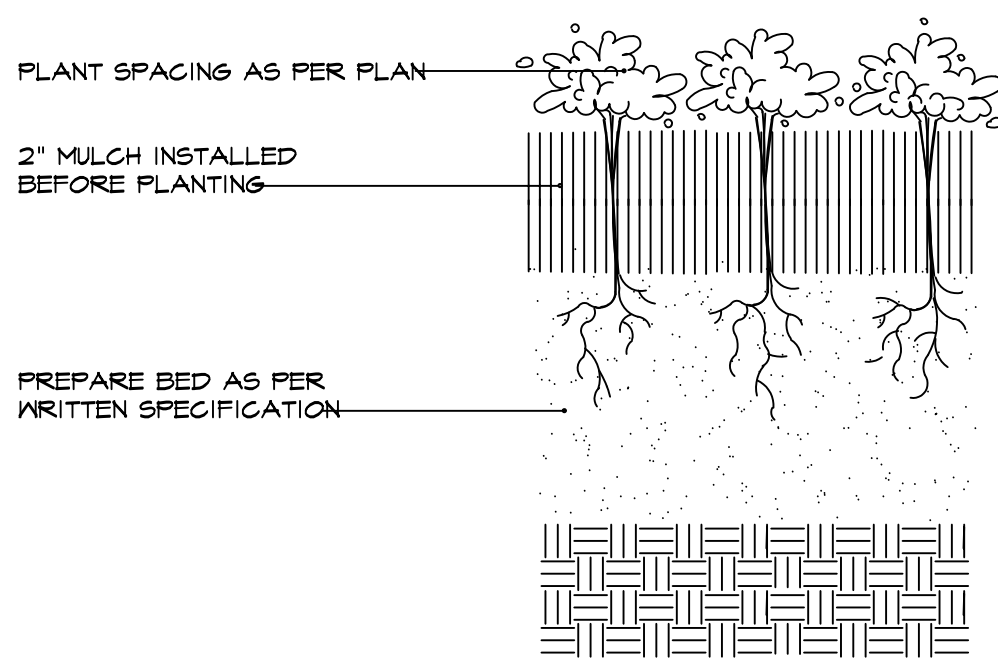
SHRUB PLANTING

N.T.S.



SPADE-CUT EDGE DETAIL

N.T.S.



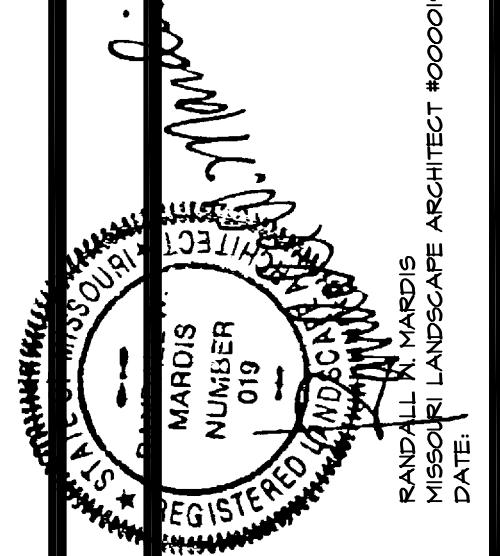
PERENNIAL / ANNUAL PLANTING

N.T.S.

PLANT SCHEDULE

| SHRUBS             | QTY | BOTANICAL NAME / COMMON NAME                                                    | SIZE    |
|--------------------|-----|---------------------------------------------------------------------------------|---------|
| GCFC               | 3   | Chamaecyparis pisifera filifera 'Golden Charm' / Golden Charm False Cypress     | 5 gal   |
| RSC                | 10  | Clethra alnifolia 'Ruby Spice' / Ruby Spice Clethra                             | 5 gal   |
| TARD               | 3   | Hydrangea paniculata 'Tardiva' / Tardiva Hydrangea                              | 5 gal   |
| YAJUN              | 20  | Juniperus horizontalis 'Youngstown' / Compact Youngstown Andorra Juniper        | 5 gal   |
| PJ                 | 5   | Juniperus procumbens 'Nana' / Procumbens Juniper                                | 5 gal   |
| BAY                | 5   | Myrica pensylvancia / Northern Bayberry                                         | 24"-30" |
| DY                 | 5   | Taxus media 'Densiformis' / Dense Yew                                           | 18"-24" |
| ANNUALS/PERENNIALS | QTY | BOTANICAL NAME / COMMON NAME                                                    | SIZE    |
| PC-M               | 15  | Echinacea purpurea 'Magnus' / Purple Coneflower                                 | 1 gal   |
| HRD                | 38  | Hemerocallis hybrid 'Happy Returns' / Happy Returns Daylily                     | 1 gal   |
| VLSBS              | 48  | Rudbeckia fulgida 'Viette's Little Suzy' / Viette's Little Suzy Blackeyed Susan | 1 gal   |
| GRASSES            | QTY | BOTANICAL NAME / COMMON NAME                                                    | SIZE    |
| MG                 | 9   | Miscanthus sinensis 'Gracillimus' / Maiden Grass                                | 5 gal   |
| DFG                | 10  | Pennisetum alopecuroides 'Hameln' / Dwarf Fountain Grass                        | 5 gal   |

| REVISIONS | BY |
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PLANTING PLAN FOR:  
**Weber Chevrolet**  
OLIVE STREET ROAD at INTERSTATE 270  
CREVE COEUR, MISSOURI

|                        |
|------------------------|
| DRAWN<br>R. MARDIS     |
| CHECKED<br>RM/GJB      |
| DATE<br>AUGUST 8, 2011 |
| SCALE<br>N.A.          |
| JOB NO.<br>2011-148    |
| SHEET                  |

L-2

OF TWO SHEETS





May 5, 2011

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

**Project Name:** *Weber Chevrolet Creve Coeur*

Dear: Madam or Sir

The following is the written Rationale as requested in the Conditional Use Permit Application.

We believe the request for conditional use permit should be approved for the following reasons:

1. Weber Chevrolet is currently under an existing CUP.
2. This request is to amend the existing CUP to allow a showroom addition and exterior face lift.
3. The proposed addition and face lift will not change the use of the facility in any way. Weber Chevrolet will continue to serve the community with automobile sales and service the same as they have in this location since 1969.
4. The updated facility will bring Weber Chevrolet up to a new standard that will enhance the customer's automobile sales and service experience.
5. The City of Creve Coeur will benefit with the new look which will add to the communities feeling of being new and up to date.

Sincerely,

Jay Schoessel  
Principal  
**SP Architects**

1115 Olivette Executive Pkwy  
Saint Louis, MO 63132

Phone 314.872.9700  
fax 314.872.7726

www.sp-stl.com  
e-mail: sparchitects@sp-stl.com

BILL NUMBER 1197

ORDINANCE NUMBER 1171

AN ORDINANCE AUTHORIZING THE ISSUANCE OF AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR WEBER CHEVROLET LOCATED AT 12015 OLIVE BOULEVARD IN THE "CB" CORE BUSINESS DISTRICT FOR THE CONSTRUCTION OF A PARKING LOT, SUBJECT TO CONDITIONS SET FORTH HEREIN.

WHEREAS, AN APPLICATION WAS MADE FOR AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF A SIXTY-NINE (69) CAR EMPLOYEE PARKING LOT AS SUBMITTED BY MR. D. SCHULTZ OF SCHULTZ GROUP, INC., ARCHITECT, FOR WEBER CHEVROLET LOCATED AT 12015 OLIVE BOULEVARD IN THE "CB" CORE BUSINESS DISTRICT, AND

WHEREAS, A HEARING WAS HELD BY THE PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CITY COUNCIL ON AUGUST 25, 1986, AT 8:20 P.M. ON SAID APPLICATION FOR AN AMENDMENT FOR A CONDITIONAL USE PERMIT AS PROVIDED BY SECTION 26-114 OF ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD PREVIOUSLY BEEN PUBLISHED IN THE ST. LOUIS COUNTIAN ON AUGUST 6, 13 AND 20, 1986, AND

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

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE HARMONY WITH THE PUBLIC HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN CONFORMANCE WITH GOOD ZONING PRACTICE;

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

SECTION 1: THE CITY COUNCIL HEREBY DETERMINES AND FINDS THAT THE ISSUANCE OF AN AMENDMENT TO A CONDITIONAL USE PERMIT BY THE CITY ADMINISTRATOR, AS REQUESTED BY DONALD E. SCHULTZ, SCHULTZ GROUP, INC. ARCHITECTS, FOR WEBER CHEVROLET, IN THE APPLICATION FOR AN AMENDED CONDITIONAL USE PERMIT ON THE HEREINAFTER DESCRIBED PROPERTY, WILL CONFORM AND COMPLY WITH THE REQUIRED STANDARDS FOR CONDITIONAL USE PERMITS AS SET FORTH IN ARTICLE VIII, SECTION 26-114.5 OF ORDINANCE NO. 1044, AND THEREFORE AN AMENDED CONDITIONAL USE PERMIT IS HEREBY AUTHORIZED TO BE ISSUED FOR THE CONSTRUCTION OF A SIXTY-NINE (69) CAR EMPLOYEE PARKING

LOT ON THE FOLLOWING DESCRIBED PROPERTY IN THE "CB" CORE BUSINESS DISTRICT:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EXISTING CITY OF CREVE COEUR, MISSOURI CITY LIMITS LINE, SAID BEGINNING POINT BEING 230 FEET NORTH OF THE ORIGINAL CENTER LINE OF OLIVE BOULEVARD AND THE WESTERN LINE OF ORCHARD LAKES SUBDIVISION; THENCE NORTHWARDLY AND ALONG THE WEST LINE OF SAID ORCHARD LAKES SUBDIVISION APPROXIMATELY 1,250 FEET TO A POINT IN THE SOUTH LINE OF ORCHARD LAKES SUBDIVISION; THENCE WESTWARDLY AND ALONG THE SOUTH LINE OF SAID ORCHARD LAKES SUBDIVISION, APPROXIMATELY 450 FEET TO THE POINT IN THE EASTERN LINE OF INTERSTATE ROUTE 270 RIGHT-OF-WAY LINE; THENCE SOUTHWARDLY AND ALONG THE EASTERN RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 270 APPROXIMATELY 1,200 FEET TO A POINT IN THE NORTHERN CITY LIMITS LINE, THENCE EASTWARDLY AND ALONG THE NORTHERN CITY LIMITS LINE APPROXIMATELY 300 FEET TO THE POINT OF BEGINNING.

AN AUTOMOBILE DEALERSHIP LOCATED AT 12015 OLIVE BOULEVARD, AND PRESENTLY KNOWN AS WEBER CHEVROLET, AND THE PRESENT SITE CONTAINING APPROXIMATELY 11 ACRES.

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

1. THE AMENDMENT TO THE CONDITIONAL USE PERMIT SHALL BE FOR THE CONSTRUCTION OF A SIXTY-NINE (69) CAR EMPLOYEE PARKING LOT IN GENERAL CONFORMANCE WITH THE SITE PLAN APPROVED BY THE PLANNING AND ZONING COMMISSION ON JULY 22, 1986.
2. ALL SIGNAGE SHALL BE IN COMPLIANCE WITH THE SIGN REGULATIONS OF THE CITY AT WEBER CHEVROLET LOCATED AT 12015 OLIVE BOULEVARD.
3. THE HOURS OF OPERATION OF SAID PARKING LOT SHALL BE FROM 6:00 A.M. TO 7:00 P.M.
4. NONE OF THE EXISTING TREES TO THE EAST WILL BE REMOVED FOR THE CONSTRUCTION OF THE PROPOSED PARKING LOT.
5. THIS PARKING LOT WILL NOT BE LIGHTED.

6. PARKING SHALL BE PROHIBITED ON THE INTERNAL DRIVEWAY WHICH PROVIDES ACCESS TO ORCHARD LAKES DRIVE AND RUNS PARALLEL TO OLIVE BOULEVARD.

7. NO PENNANTS, BANNERS, TEMPORARY SIGNS, FRINGE, LIGHTS, PINWHEELS, OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME.

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

9. ANY TRANSFER OF OWNERSHIP OR LEASE OF THE PROPERTY SHALL INCLUDE IN THE TRANSFER OR LEASE AGREEMENT A PROVISION THAT THE PURCHASER OR LESSEE AGREES TO BE BOUND BY THE CONDITIONS HEREIN SET FORTH AND APPROVED DEVELOPMENT PLAN FOR THE PROPERTY.

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

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

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

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



THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 29TH DAY OF SEPTEMBER 1986.

Peggy Vickroy  
PEGGY VICKROY, MAYOR

APPROVED THIS 29TH DAY OF SEPTEMBER 1986.

Peggy Vickroy  
PEGGY VICKROY, MAYOR

ATTEST:

Laverne Collins  
LAVERNE COLLINS, CMC  
CITY CLERK

BILL NO. 365, 1967

ORDINANCE NO. 4632, 1968

Introduced by Councilman Rimmel

AN ORDINANCE

AMENDING THE ST. LOUIS COUNTY ZONING ORDINANCE BY CHANGING THE BOUNDARIES OF THE "R-3" 10,000 SQ. FT. RESIDENCE DISTRICT AND THE "C-8" PLANNED COMMERCIAL DISTRICT OF CERTAIN LAND AS PROVIDED HEREIN; APPROVING THE PRELIMINARY PLANS FILED, SUBJECT TO CONDITIONS RECOMMENDED BY THE PLANNING COMMISSION AND INCORPORATED HEREIN; AND PROVIDING FOR THE APPROVAL OF THE FINAL DEVELOPMENT PLANS. (P.C. 38-67 WEBER CHEVROLET COMPANY)

RECEIVED

MAY 18 1984

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI, <sup>CITY OF CREVE COEUR</sup> AS FOLLOWS:

SECTION 1. The St. Louis County Zoning Ordinance and the Official Zoning District Maps which are a part thereof, are amended by changing the boundaries of the "R-3" 10,000 Sq. Ft. Residence District and the "C-8" Planned Commercial District, so that there will be transferred from the "R-3" 10,000 Sq. Ft. Residence District to the "C-8" Planned Commercial District on the said maps, the following described land:

An irregularly shaped tract of land fronting 1234 feet, more or less, on the east right-of-way line of Interstate 244, south line of property being the city limits line of the City of Creve Coeur, being more particularly described as follows:

A tract of land being part of Lots 3 and 4 of the Lake House Farm Subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 9 Page 74 of the City of St. Louis (former County) records and being more particularly described as follows: Beginning at a point in the Eastern line of the Right of Way of Interstate Highway 244 at its intersection with the North boundary line of the City of Creve Coeur; thence along the East line of Highway 244 North 9 degrees 32-1/2 minutes West 437.27 feet to an angle point in the Western line of tract conveyed to Weber Chevrolet Company by deed recorded in Book 5817 Page 280, being also the East line of Neu Lane, 16 feet wide; thence leaving said highway and going thence North 0 degrees 01-1/2 minutes East 230.74 feet to an iron pipe; thence North 89 degrees 16-1/2 minutes West 31 feet to the East line of said Highway 244; thence along the East line of said Highway North 6 degrees 57-1/2 minutes West 227.61 feet and North 10 degrees 56-1/2 minutes West 278 feet to the Northwest corner of parcel conveyed to Weber Chevrolet Company by deed recorded in Book 5887, Page 43;

thence South 89 degrees 16 minutes East a distance of 454.38 feet to the Northeast corner of said parcel; thence South 0 degrees 02 minutes West 1248.86 feet to the Northeast corner of tract conveyed to Weber Chevrolet Company by deed recorded in Book 5903, Page 249; thence continuing South 0 degrees 02 minutes West 2.54 feet to the North boundary line of the City of Creve Coeur; thence along said boundary line North 70 degrees 15 minutes West 197.30 feet to an angle point and North 70 degrees 47 minutes West 89.13 feet to the point of beginning, and containing 9.807 acres.

SECTION 2. The application for a Planned Commercial Development on the tract of land described in Section 1 is approved on condition that said development and plan is carried out in accordance with the preliminary plans filed with the St. Louis County Planning Commission and forwarded to the County Council with a communication dated December 5, 1967, which preliminary plans are also approved and incorporated herein by reference as if fully set out in and made a part of this ordinance, and subject to the conditions recommended by the Planning Commission in its report, as follows:

1. Prior to the issuance of any building permit, petitioner shall submit to the Planning Commission for review and approval a final development plan for the property in question, showing the location and size of all existing and proposed structures, existing and proposed grades, location and size of all proposed parking areas, all roadways and driveways on or adjacent to the property in question, and the location and size of all proposed signs and lighting details.
2. Prior to issuance of any building permit, petitioner shall also submit to the Planning Commission written approval from the St. Louis County Traffic Commissioner or Missouri State Highway Commission of the location of all proposed roadways and curb cuts.
3. The height limitations for structures, lot area and yard requirements, parking requirements, off street loading requirements and sign regulations, shall be the same as those contained in Section 1003.139 of the Zoning Ordinance.
4. All roadways or driveways within the property in question shall be improved with a paved surface of at least 20 feet in width.
5. No source of illumination shall be so situated that light is cast directly on any public right of way or on adjoining property.

6. The property in question shall be maintained in a sanitary and sightly manner.

7. The hours of operation shall be limited to that time interval between 6:30 A.M. and 9:00 P.M., CST or D.C.S.T. whichever is in effect.

8. Prior to issuance of any building permit, petitioner shall submit to Planning Commission for review and approval a detailed engineering plan of the method of handling storm water drainage for the the property in question. Design standards of the plan shall be for a "50 year frequency rainfall minimum".

9. Refuse, such as rags, tires, cans, auto parts and similar materials shall not be stored out of doors, nor shall containers for same be located out of doors.

10. Storage of wrecked or immobilized motor vehicles shall be indoors or if outdoors, shall be so screened as not to be visible from the adjacent "R" Residence Districts or from any public or private street or highway.

11. The uses permitted in this C-8 Planned Commercial District shall be indoor and outdoor sale of new and used motor vehicles, maintenance, service, repair and storage of autos.

12. Prior to issuance of a building permit, the petitioner shall submit to the Planning Commission for review and approval, a detailed landscape plan including, but not limited to, the location, size and type of all plant material to be used in adapting the development to blend with and complement the surrounding residential uses.

13. No pennants, fringe, lights, pinwheels, or similar devices for attracting attention may be displayed at any time in connection with this use.

14. The uses permitted herein shall be operated in conformance with the performance standards contained in Section 1003.163 of the Zoning Ordinance.

15. Within 12 months of the date of approval of the preliminary development plan by the County Council, the final development plan shall be submitted to the Planning Commission for its approval. Within 36 months of the date of approval of the final development plan by the Planning Commission, construction shall commence.

16. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the conditions herein set forth and the approved development plan for the property.

17. In addition to the conditions herein imposed, this permit shall be subject to all applicable provisions of the St. Louis County Zoning Ordinance. The Zoning Enforcement Officer of St. Louis County, Missouri, shall be

charged with the duty of enforcing the conditions of this permit.

SECTION 3. The application and preliminary plans are returned to the St. Louis County Planning Commission for consideration of a final development plan, pursuant to Section 1003.145 SLCRO 1964, as amended.

SECTION 4. The St. Louis County Council, pursuant to the petition of Weber Chevrolet Company, c/o Irene L. Dulin, 1426 Boatmens Bank Building, St. Louis, Missouri 63102, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the St. Louis County Planning Commission that said Petition be granted, and the preliminary plans be approved subject to the conditions herein contained, after a public hearing held by the said Commission on May 16, 1967, does adopt this ordinance pursuant to Article III, Section 22(20) of the St. Louis County Charter authorizing the Council to exercise legislative power pertaining to planning and zoning.

ADOPTED March 7, 1968

Gerald A. Rimmel  
CHAIRMAN, COUNTY COUNCIL

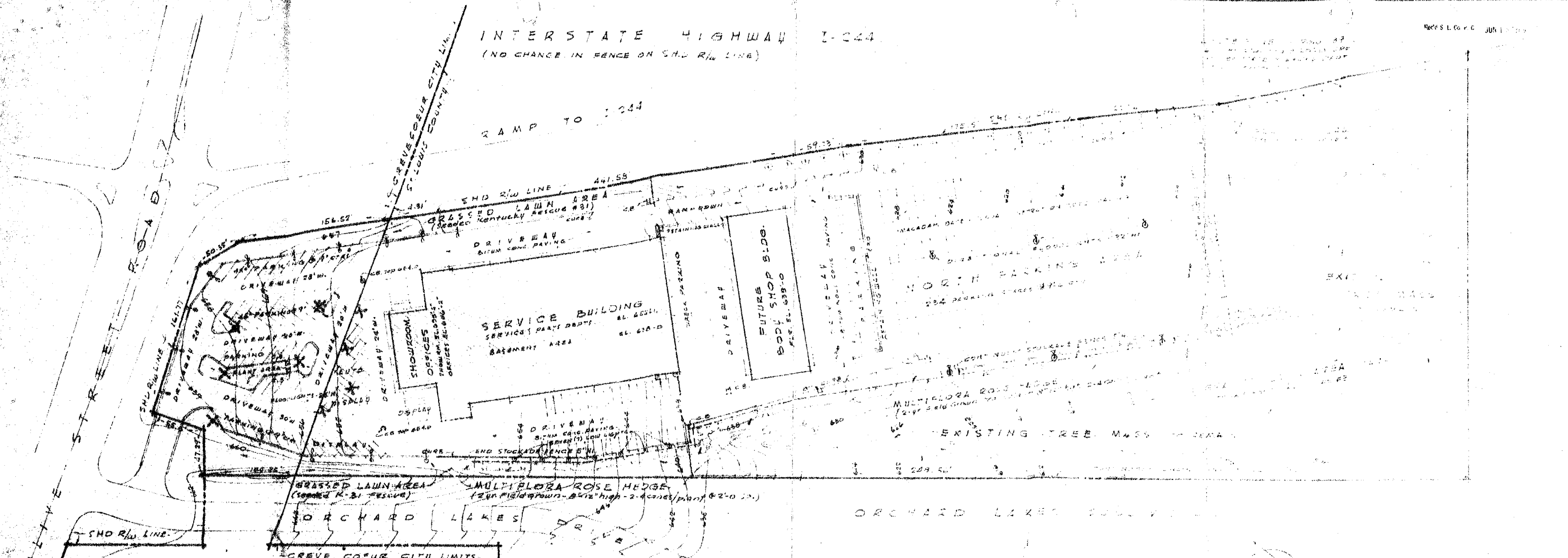
APPROVED March 11, 1968

Lawrence K. Roos  
COUNTY SUPERVISOR

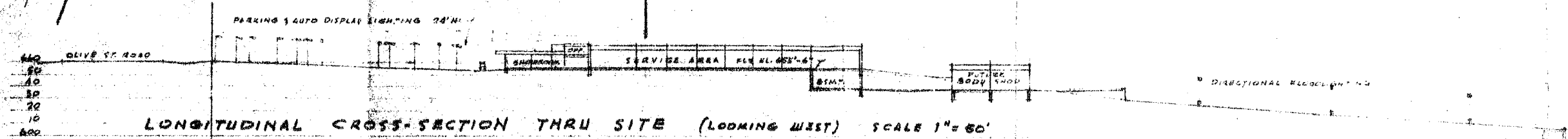
ATTEST: Mildred Huffman  
COUNTY CLERK

INTERSTATE HIGHWAY I-244  
(NO CHANGE IN FENCE ON SHD R/W LINE)

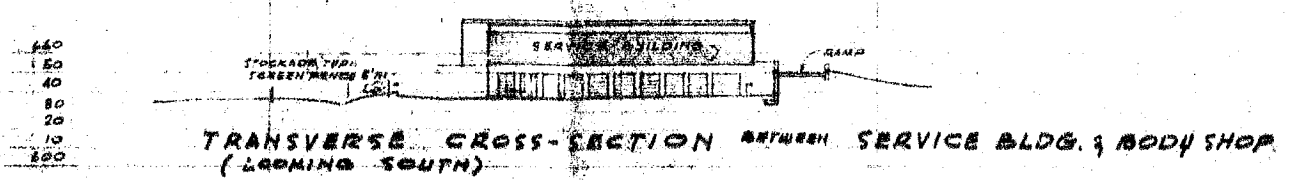
RAMP TO I-244



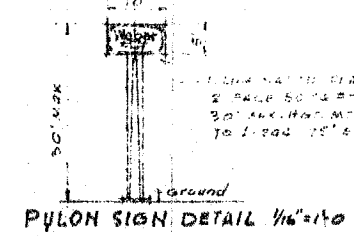
LANDSCAPE SITE PLAN  
CONTOURS @ TWO (2') FOOT INTERVALS



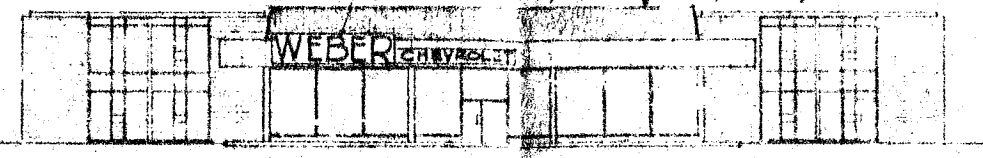
LONGITUDINAL CROSS-SECTION THRU SITE (LOOKING WEST) SCALE 1"=50'



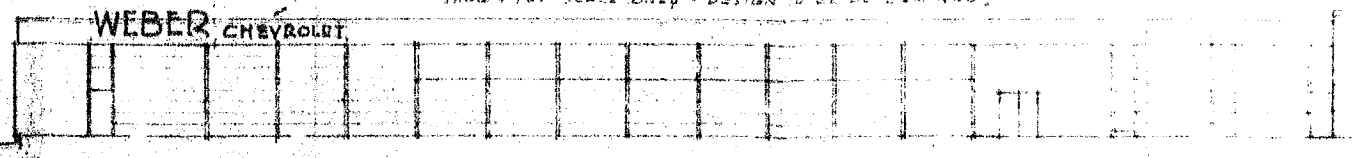
TRANSVERSE CROSS-SECTION BETWEEN SERVICE BLDG. & BODY SHOP (LOOKING SOUTH)



PYLON SIGN DETAIL 1/4"=1'-0"



SOUTH ELEVATION - SERVICE - SHOWROOM BLDG.  
OLIVE STREET ROAD ELEVATION SCALE 1/16"=1'-0"



WEST ELEVATION - SERVICE - SHOWROOM BLDG.  
INTERSTATE I-244 ELEVATION SCALE 1/16"=1'-0"

RECEIVED

MAY 18 1984

CITY OF CREVE COEUR  
Rec'd By \_\_\_\_\_

APPROVED  
ST. LOUIS CITY PLANNING  
COMMISSION  
DATE 6-19-84 BY [Signature]

WM & ITTNER INC ARCHITECTS ENGINEERS 317 N 11TH ST ST LOUIS MISSOURI



SALES & SERVICE FACILITY FOR  
WEBER CHEVROLET  
I-244 AT OLIVE STREET RD. CREVE COEUR, MO

MARCH 21 1984

A1a

GB09



**CITY OF CREVE COEUR - MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
MONDAY, AUGUST 15, 2011  
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, August 15, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

**MEMBERS PRESENT:**    *Mr. Timothy Madden, Chair*  
                                  *Mr. Gary Eberhardt*  
                                  *Mr. James Faron*  
                                  *Ms. Cynthia Kramer*  
                                  *Mr. Ken Howard*

**OTHERS PRESENT:**    *Mr. Carl Lumley, City Attorney*  
                                  *Mr. Paul Langdon, Director of Community Development*  
                                  *Ms. Whitney Kelly, City Planner*  
                                  *Ms. Julie Lowery, Recording Secretary*

**2. NEW BUSINESS**

**Start of Public Hearing**

**A. Application #11-012: Amendment to the Conditional Use Permit Ordinance #1171 to allow exterior building improvements for the Weber Chevrolet located at 12015 Olive Boulevard.**

Applicant/Agent: Cliff Heitmann  
                          Bax Engineering  
                          221 Point West Blvd.  
                          St. Charles, MO 63301

Jay Schoessel  
SP Architects  
1115 Olivette Executive Parkway  
St. Louis, MO 63132

Mr. Heitmann presented on the request to amend the conditional use permit for Weber Chevrolet's showroom additions and exterior facade improvements to the existing structure. The proposal also includes landscaping which will be coordinated with the City of Creve Coeur where the planting is within the MoDOT right-of-way that is already maintained by the City.



The building alterations include a new façade along the south elevation with a new entry element of aluminum composite material in “Chevrolet Blue”, a new overhead canopy addition finished with aluminum composite material in a platinum color and the accent band in “Chevrolet Blue”, and new windows. The façade treatment will wrap around the east and west elevations for the new area only, with a new accent wall in the same “Chevrolet Blue” material on the west. The showroom remodel will create an additional showroom space at both the east and west corners of the building. The addition will add 2,800 square feet to the existing 66,200 square foot building; for a total of 69,000 square feet. The stated purpose of the request will update the facility and bring Weber Chevrolet up to a new standard that will enhance the customer’s automobile sales and service experience and add to the community feeling of being new and up-to-date. The applicant will also provide additional plantings into the greenspace at the entrance off of Orchard Lakes Drive along the east property line and fill in with low shrubs between existing trees along Olive Boulevard and at the southwest corner of the property long Olive Boulevard.

Mr. Schoessel passed a handout of the proposed architectural changes to the Commission members. Mr. Schoessel, like Mr. Heitmann, presented on the facade changes, however more in depth as to the material that will be used and the look of the facade after the modifications are made.

Comments or questions from Commission members. Mr. Eberhardt asked what makes the design unique, and Mr. Schoessel stated that the only consistency with this location to any other GM facility is the entry way, every other feature is unique to this location. Mr. Eberhardt then asked if GM agreed to all the proposals that were made in regards to the building design changes and Mr. Schoessel responded they will not approve any changes until it is approved through the City of Creve Coeur but they indicated positive support for the design. Mr. Faron asked how high the facade will be and Mr. Schoessel stated it will be 10 or 12 feet higher than what is currently there. Mr. Kramer asked about the durability of the material being used and the response was it has a very good life span.

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

Mr. Langdon stated that this location is one of the most visible corners in the city and the original prototype was not special or original and he feels Weber Chevrolet has made a good effort to change. Mr. Langdon also spoke to the lighting issues that need to be addressed, as well as to the landscaping and to the cooperation of the Public Works to maintain portions of the space. Finally, he discussed the maintenance issues that the applicant is already working to remedy, including having the dumpsters onsite enclosed with a material that might not be identical to the building, but would have to be appropriate given the other improvements on the site.

Mr. Eberhardt requested clarifications of several ordinance conditions that appeared to be changed or deleted from the prior conditional use permit ordinance. Mr. Langdon pointed out that several were now requirements of the Zoning Code anyway, but agreed that the hours of operation needed to be stated more clearly and that some acknowledgement of the legally pre-existing, but non-conforming auto-body shop had to be included.

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

No comments and questions from the audience.

There being no further comments, the motion was made by Mr. Howard to recommend approval of the Conditional Use Permit Ordinance for the new showroom addition and landscape plans, subject to the conditions contained in the draft ordinance attached to the staff report dated August 15, 2011. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Faron – aye  
Ms. Kramer – aye

Mr. Eberhardt – aye  
Mr. Howard – aye

Chair – aye

### 3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:25 p.m.

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***Timothy Madden, Chair***

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***Julie Lowery, Recording Secretary***



city  
of

# CREVE COEUR

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

August 18, 2011

Mr. George Weber III  
Weber Chevrolet  
12015 Olive Boulevard  
Creve Coeur, MO 63141

Re: Conditional Use Permit Application #11-012  
Weber Chevrolet, 12015 Olive Boulevard

Mr. Weber:

The Planning and Zoning Commission, at its meeting of August 15, 2011, reviewed your request to amend the Conditional Use Permit Ordinance #1171 to allow exterior building improvements for the Weber Chevrolet dealership located at 12015 Olive Boulevard.

By unanimous vote, the P&Z Commission recommends approval of the Conditional Use Permit Ordinance for the new showroom addition and landscape plans, subject to the amended conditions contained in the draft ordinance attached to this letter.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman  
Planning & Zoning Commission

TM:jl

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



# city of CREVE COEUR

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

## APPLICATION TO PLANNING AND ZONING COMMISSION #11-012 AMENDMENT TO THE CONDITIONAL USE PERMIT FOR EXTERIOR BUILDING IMPROVEMENTS FOR THE WEBER CHEVROLET LOCATED AT 12015 OLIVE BOULEVARD

**FOR THE MEETING OF:** August 15, 2011

**LOCATION:** 12015 Olive Boulevard

### REQUEST:

Paul Kastner, Vice President/General Manager of Weber Chevrolet and Marvin Glore, of Bax Engineering Company, on behalf of George Weber III, Weber Chevrolet, have submitted a request to amend the conditional use permit for showroom additions and exterior facade improvements to the existing structure at 12015 Olive Boulevard, located north of Olive Boulevard and east of Interstate 270. The property is currently zoned "CB" Core Business District.

### ADDITIONAL INFORMATION:

Weber Chevrolet received approval for the development of an automobile sales facility at its current location from St. Louis County in 1968. In 1986, The City of Creve Coeur issued an amended Conditional Use Permit (Ordinance No. 1171) for the construction of a parking lot. Automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions in the "CB" Core Business District. Staff recommends repealing the prior permit and replacing with a new conditional use permit.

**APPLICANTS:** Paul Kastner  
Vice President/General Manager  
Weber Chevrolet  
12015 Olive Blvd.  
Creve Coeur, MO 63141

**OWNER:** George Weber III  
Weber Chevrolet  
12015 Olive Blvd.  
Creve Coeur, MO 63141

### Key Issues:

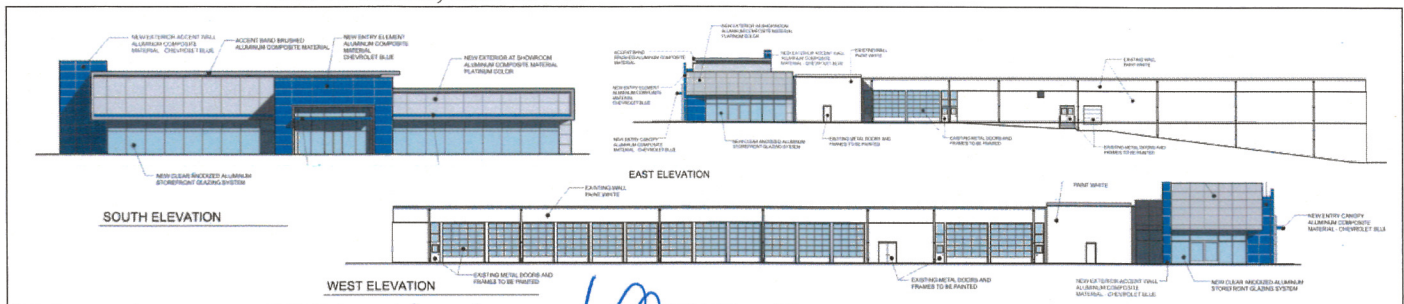
- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?

### Comp. Plan References

- Central Business District Action Area
- Design Guidelines

### Zoning Code References

- Section 405.370: "CB" Core Business District
- Section 405.470: Conditional Uses



REPORT PREPARED BY:

Whitney Kelly, AICP, City Planner

Date

**ATTACHMENTS:** Draft Ordinance  
Applicant's Application Materials Received July 22, 2011, Landscape Plan received August 11, 2011, and Letter from Architect, May 5, 2011  
Ordinance # 1171  
STL Co. Ordinance 4632, 1968 and Site Development Plan approved in 1969

## INTRODUCTION

Paul Kastner, Vice President/General Manager, Weber Chevrolet, and Marvin Glore, of Bax Engineering Company, on behalf of George Weber III, Weber Chevrolet, has submitted a request to amend the conditional use permit for façade and building improvements to the existing structure at 12015 Olive Boulevard, located north of Olive Boulevard and east of Interstate 270. The property is currently zoned “CB” Core Business District and automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions by the City Council.

The building alterations include a new façade along the south elevation with a new entry element of aluminum composite material in “Chevrolet Blue”, a new overhead canopy addition finished with aluminum composite material in a platinum color and the accent band in “Chevrolet Blue”, and new windows. The façade treatment will wrap around the east and west elevations for the new area only, with a new accent wall in the same “Chevrolet Blue” material on the west. The showroom remodel will create an additional showroom space at both the east and west corners of the building. The addition will add 2,800 square feet to the existing 66,200 square foot building; for a total of 69,000 square feet. The stated purpose of the request will update the facility and bring Weber Chevrolet up to a new standard that will enhance the customer’s automobile sales and service experience and add to the community feeling of being new and up-to-date.

The applicant will also provide additional plantings in to the greenspace at the entrance off of Orchard Lakes Drive along the east property line and fill in with low shrubs between the existing trees along Olive Boulevard and at the southwest corner of the property along Olive Boulevard.

## BACKGROUND AND EXISTING CONDITIONS

Weber Chevrolet has been operating as an auto dealership at its current location on Olive Boulevard since 1969, under a permit issued by St. Louis County (Ordinance #4632, 1968), on approximately 10.8 acres at the northeast corner of the Olive Boulevard and I-270 interchange. At the time, only the front parking area was within the Creve Coeur city limits. [The approving ordinance also included an auto body facility, and a condition that storage of wrecked or immobilized motor vehicles shall be indoors or if outdoors, shall be so screened as not to be visible from the adjacent “R” Residence Districts or from any public or private street or highway (Condition #9)]. Subsequently, in 1979, the City annexed the entire Weber Chevrolet site into the City. In 1984, Weber Chevrolet received approval from the City of Creve Coeur’s Planning and Zoning Commission for the construction of the auto body repair/service building north of the main building, in conformance with the prior approved site development plan. In 1986, The City Council issued an amended Conditional Use Permit for the construction of a 69-car employee parking lot. The building has remained substantially the same since its construction. The site, with 67% site coverage, and the auto repair service are legally preexisting, non-conforming.

## LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

| DIRECTION | USE                     | ZONED                                                   | SEPARATED BY      |
|-----------|-------------------------|---------------------------------------------------------|-------------------|
| North     | Residential             | R3- Unincorporated St. Louis County                     | NA                |
| South     | Office; Hotel           | “CB” Core Business                                      | Olive Boulevard   |
| East      | Commercial; Residential | “CB” Core Business; R3- Unincorporated St. Louis County | Orchard Lakes Dr. |
| West      | Commercial              | Unincorporated St. Louis County                         | I-270             |

## **COMPREHENSIVE PLAN REVIEW**

The Comprehensive Plan provides little guidance specific to this property. The subject property is located within the Central Business District Action Area, which largely discusses the creation of a town center. However, under the Residential Preservation and Economic Development goal, it includes a condition that all new development or redevelopment of non-residential uses should comply with the City of Creve Coeur Design Guidelines (p. 81). Within the Central Business District, Key Property Recommendations are provided. The subject property falls within the Central Business District 2 (bounded by I-270, New Ballas to the east, the corporate limits to the north, and Olive Boulevard to the south) and serves as an entryway into the city from I-270. As such, its role as a defining point in Creve Coeur should be considered during improvement to the existing development, as well as during any redevelopment that may occur (p. 87). Currently this area does not lend itself to safe or inviting pedestrian travel. Congested traffic dominates travel along Olive, particularly during peak hours.

As stated in the applicants' letter, the improvements will bring the building up to a new standard for its customers and the community. The current structure is low rise and lacking in character: contemporary design in the simplest form. The improvements attempt to instill higher level of design in the international style. The design includes a taller façade appropriate for the location, and creates a series of levels other than the entry on the west corner, as well as providing a greater focal point and interest from the Olive Blvd/I-270 views. While the design is not typical compared to recent approvals, it is unique architecture for Chevrolet, and appropriate for the use, given the pre-existing nature of the structure.

## **DESIGN GUIDELINES REVIEW**

The Design Review Guidelines provide specific direction for the redevelopment of properties:

### *Chapter 2 / Buildings*

#### *C. Design*

- 1. A diversity of high quality architectural design is strongly encouraged. Building design should incorporate a clear and well articulated design concept.*
- 2. Building facades that provide for a linear and repetitive streetscape appearance are strongly discouraged. Variations between the front elevations and the use of landscaping elements are strongly encouraged.*
- 3. The primary building entrance should be clearly defined and provide a sense of entry. It should be oriented to the street and provide protection from the elements, such as recesses, roof overhangs, projecting canopies or other similar features.*
- 6. Buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style.*
- 8. All elevations should receive equal design consideration as the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the buildings, All elevations of the building are to be submitted for review.*

*D. Relationship to Neighboring Development*

- 1. Architectural design should be compatible with the developing character of the neighborhood area. Design compatibility includes complementary building style, form, size, color, and materials.*
- 2. Multiple buildings on the same site are to be designed to create a cohesive visual relationship between the buildings.*
- 3. Building color should be compatible with the neighborhood and should reinforce the visual character of the environment of the proposed buildings. The color should not be such that the building is competing for attention. Building colors should be subdued and not garish, and should not, in any way, constitute “signing” of the building or site.*

*E. Materials/Colors*

- 1. Materials should have good architectural character, be durable, and be selected for their compatibility with adjoining building and properties. Natural, traditional building materials are encouraged. A preference should be given toward “green” building materials that can be recycled. Highly reflective and/or synthetic materials are discouraged.*
- 2. Exterior materials should be selected based on their durability and appropriateness for their intended function. Special attention should be given to the durability of materials used around the ground floor of the building. Preferred building materials include stone, brick, architectural precast concrete, aluminum and glass. The materials selected should require minimal maintenance. Their color should be integral to the materials and not be painted on.*
- 4. Architectural consistency of colors, materials and detailing are to be provided between all building elevations. False or decorative façade treatments, where one or more unrelated materials are placed upon the building should be avoided. Large parapet walls should reflect the function behind them should not be freestanding. All elevations need not look alike; however, a sense of overall architectural continuity is strongly encouraged.*
- 5. Material or color changes should occur at a change of plane. Materials or color changes at the outside corners of structures that give the impression of “thinness” and artificiality of the material are discouraged. Inconsistent adornment and frequent changes in material should be avoided.*

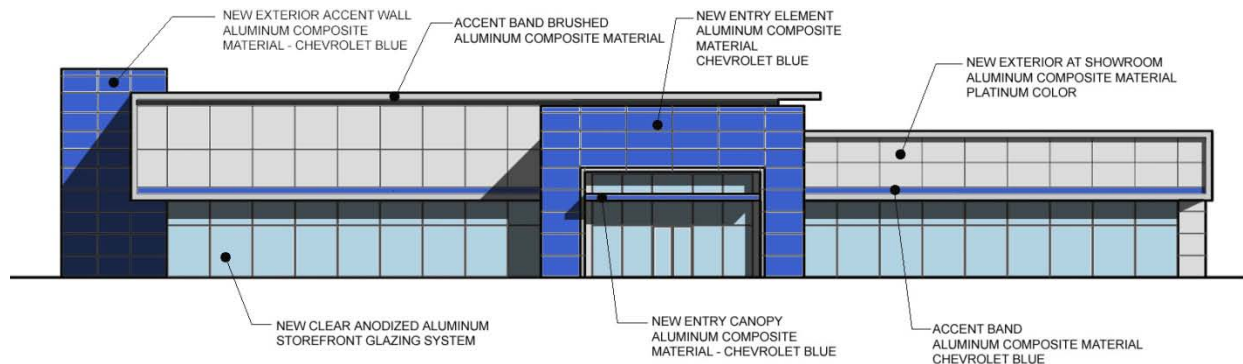
*Chapter 4 / Landscape Design*

- 1. The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept.*

The applicant is proposing a new addition to the south façade of the building with architectural aluminum composite panels in a “Chevrolet Blue” corporate color at the entrance, accent wall on the west side of building, and accent band along the front (see close-up of drawings below). The grey is also an aluminum composite material in a “platinum color”, with an accent band in a brushed aluminum composite material around the top portion of the facade. While the use of the aluminum panels meet the expectation of a durable material, the use of the “Chevrolet Blue” does not meet with the guidelines of the Comprehensive Plan, nor the Design Guidelines of the

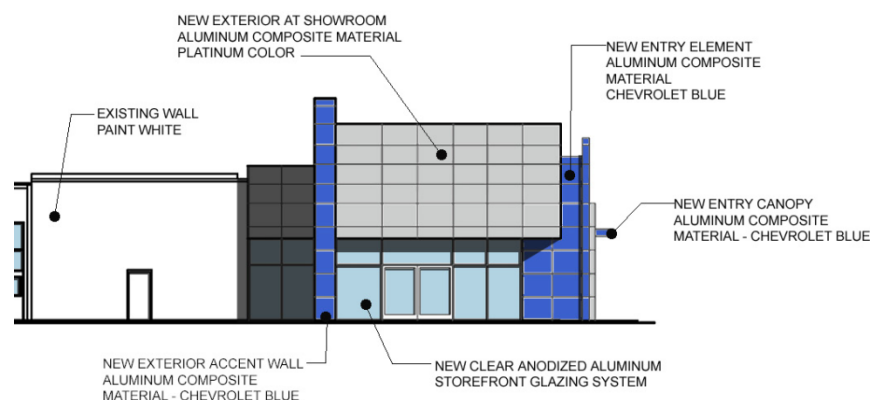


City of Creve Coeur, which constitute branding of the building to act as advertising in the Chevrolet franchise style. However, it is limited in nature, with the Chevrolet Blue portal, as the only “corporate” element of the design, and this does create a sense of arrival at the entrance of the building in keeping with the Design Guidelines.



As discussed during recent approvals of similar projects (i.e. CVS, Walgreens, and later revisions of the Fiat Dealership façade improvements), limited use of the corporate color is seen as a reasonable trade-off for significant improvements to the building architecture. In the case of Staff’s initial review of the Fiat Dealership façade improvements, the corporate color/materials were applied to the surface of the existing structure without any concessions in the architecture. Weber Chevrolet will be adding an entire new façade that creates a more substantial structure, and changes in the plane of the building. Further, the applicants have ceded on the other Chevrolet-preferred architectural elements, except for the blue portal over the main entrance of the structure, in order to meet with the intent of the Design Guidelines.

The elevation drawings for the west façade show a darker grey color. This was intended to indicate the shadow effect of the new exterior accent wall at the south west corner. However, Staff feel that the darker color adds to the interest of the new façade by creating “weight” and interest along the west elevation, as well as creates a visual transition to the new



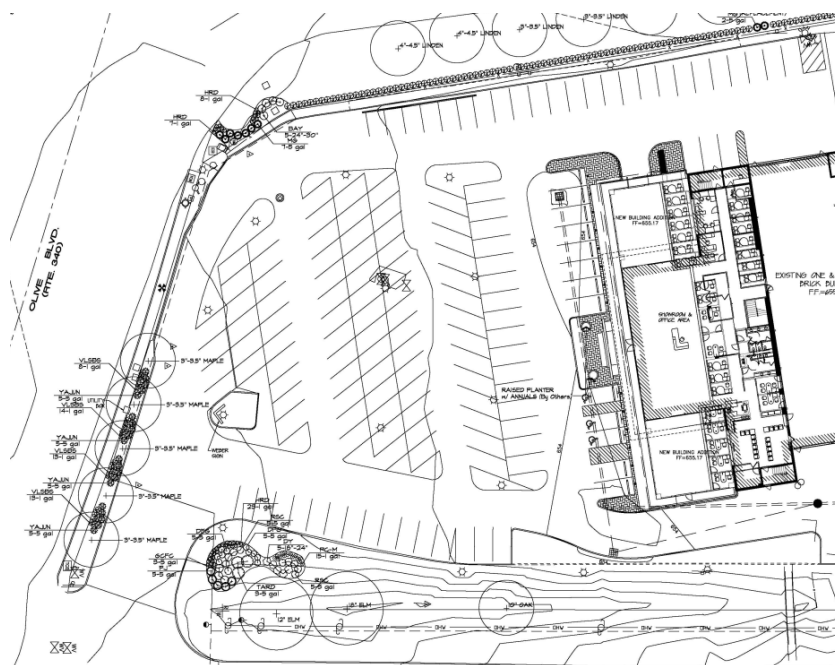
showroom. Therefore, Staff recommends that the applicant paint this area and the existing blank wall next to it a similar dark grey color.

While the new proposed façade elements are carried around the corners along both the east and west façade on the new showroom, none of the new design elements are carried around the entire building. The remaining existing structure will be repainted in the same existing white color. While this is inconsistent with the goals of the Design Guidelines, the size of the existing structure, as well as the Auto Body Service Center, and the amount of investment necessary for the new showroom, make taking a design element around the entire building cost prohibitive. Overall, Staff considers the proposed changes largely in keeping with the Design Guidelines, and

a significant improvement to the existing structure. The proposed changes could also serve as a thematic basis for similar future changes at other customer entrances around the facility.

### LANDSCAPE REVIEW

The applicant is providing additional landscaping along Olive Boulevard and within the greenspace along the east property line at Orchard Lakes Drive, as well as filling in the spaces in the grass hedge along the west property line. The new “constricted” drive to the service center at the southeast corner of the building will add 1,360 square feet of greenspace. Given the tight site constraints at the southern end of the property, significant landscaping along Olive Boulevard is very limited. It should also be noted that the plantings along the west and southwest property line are within the MoDOT right-of-way maintained by the City as part of the interchange design. The Department of Public Works has reviewed the proposal and agreed to include this new planting in the City’s existing irrigation and maintenance program.



### ZONING REVIEW

The subject property is located in the “CB” Core Business District (Section 405.360) where the City Council may authorize automotive dealers (new or new and used) by conditional use permit as provided in Section 405.1070, based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such other restrictions and conditions as are deemed necessary. As discussed earlier, Weber Chevrolet has been operating in the current building and within the approved site development plan since 1969 under the St. Louis County Ordinance #4632. That ordinance contains the following conditions (among others):

9. Refuse, such as rags, tires, cans, auto parts and similar materials shall not be stored out of doors, nor shall containers for same be located out of doors.
10. Storage of wrecked or immobilized motor vehicles shall be indoors or if outdoors, shall be so screened as not to be visible from the adjacent “R” Residence Districts, or from any public or private street or highway.

Further, conditional uses for Automotive Dealers must meet the following requirements:

*Section 405.470:       CONDITIONAL USES*

11. *Automotive dealers--SIC Code 551 (conditional use in the "GC" and "CB" districts).*
  - a. *Site size. Shall be located on lots of not less than one (1) acre.*
  - b. *Service bays. Service bays shall be limited to one (1) per five thousand (5,000) square feet of land area. All service bays shall be contained entirely within the building. Service bay doors shall not face residentially zoned property ("A", "B", "C", "D", "AR" or "MR").*
  - c. *Trash disposal and storage. All used tires and parts, trash and similar objects shall be stored within a solid brick or concrete enclosure in the rear half or, in the case of corner sites, the rear quarter of the site.*

The current City Zoning Code does not allow for the storage of wrecked or immobilized motor vehicles either. However, as mentioned earlier, the auto body service center is a legally pre-existing service, and the damaged vehicles are in compliance with the County Ordinance. Dumpsters located throughout the site are currently not in compliance with either the City's Codes or the St. Louis County Ordinance. Please refer to the Property Maintenance review below for further discussion.

**Parking:**

The showroom addition will require the removal of 28 parking spaces. Current total existing parking available on site is 1,117 spaces; with the showroom addition, the proposed parking will be 1,089 spaces.

Section 405.820(f)(1) of the Required Off-Street Parking for Automotive Wholesale and Retail Trade requires:

- a. *Automobile or boat dealers (SIC Codes 5510, 5520, 5550, 5560 and 5590). One (1) space per two hundred fifty (250) square feet of show room floor area plus three (3) parking spaces per service bay plus one (1) space per one thousand two hundred fifty (1,250) square feet of total aggregate building area. Parking spaces typically occupied by new or used automobiles for sale shall not be counted towards the required off-street parking requirements. Such parking spaces occupied by automobiles for sale do not have to meet the minimum parking space requirements specified in this Chapter.*

Parking Calculations for Weber Chevrolet (including the new showroom addition) are:

Showroom : 4664 square feet total  
1 parking space per 250 square feet: 19 spaces

Vehicle Bays  
Service Center: 34 bays  
Body shop: 21 bays  
3 parking spaces per bay: 165 spaces

Approximate aggregate square feet: 69,000 square feet

1 parking space per 1,250 square feet: 53 spaces

**Total Parking Spaces Needed: 237 spaces**

**Total Proposed Parking Available On-Site: 1,089 spaces**

The remaining spaces are used for inventory.

Section 405.1070(E)(4) Standards for Conditional Use Permits states that the City Council shall not approve a conditional use unless it finds that it meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom. Staff believe all zoning requirements are met except where super ceded by a legally pre-existing non-conformity.

#### **PROPERTY MAINTENANCE**

While visiting the property, Staff found the following property maintenance issues:

- Unsecured dumpster enclosures (also in violation of the original approval from St. Louis County)
- Broken asphalt
- Appearance of covered prior greenspace along the interior fence of the back parking lot north of the building, and/or parking on the greenspace

The applicant is aware of the violations, and is currently seeking bids for the resurfacing of the back parking area, and new trash services. Staff recommends that condition of approval include properly enclosing and securing of dumpsters, removal of asphalt from greenspace, and repair of the broken pavement. The parking of vehicles will be limited to one per designated space.

#### **FORM OF THE DRAFT ORDINANCE**

The applicant requested an amendment to the existing conditional use permit. However, the original permit was issued by St. Louis County in 1968, and has not been enforced by the City of Creve Coeur since the passage of the amended conditional use permit Ordinance 1171. Staff is, therefore, requesting that the City repeal the prior City ordinance, and issue a new conditional use permit that will govern all development after the date of approval. The draft ordinance is generally in keeping with the original ordinances, except for the conditions indicated within this report.

The conditions discussed within the staff report which are included in the draft ordinance include:

1. The building remodel shall be consistent with the building plans dated June 22, 2011, and landscaping drawings received August 11, 2011 (attached as Exhibit 1), except as otherwise required herein.
2. An underground irrigation system shall be installed and maintained to serve the landscaped areas identified on the Landscape Plan outside of the City of Creve Coeur Maintenance areas.
3. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.

4. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the automotive dealership permitted by this ordinance.
5. Trash enclosures shall be of materials compatible with the existing buildings.
6. Parking of automobiles shall be limited to one automobile per designated parking space.
7. The exterior masonry walls between the new showroom façade and the pre-existing service bays shall be painted dark grey compatible with the showroom façade subject to review and approval by the Zoning Administrator. Refusal of the additional grey painting by the franchisor (General Motors) shall not place the franchisee in violation of this ordinance.

#### **ACTION**

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

#### **MOTION**

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

“I move to recommend approval of the Conditional Use Permit Ordinance for the new showroom addition and landscape plans, subject to the conditions contained in the draft ordinance attached to the staff report dated August 15, 2011.” (Conditions may be added, eliminated, or modified by preceding motion)

#### **APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES**

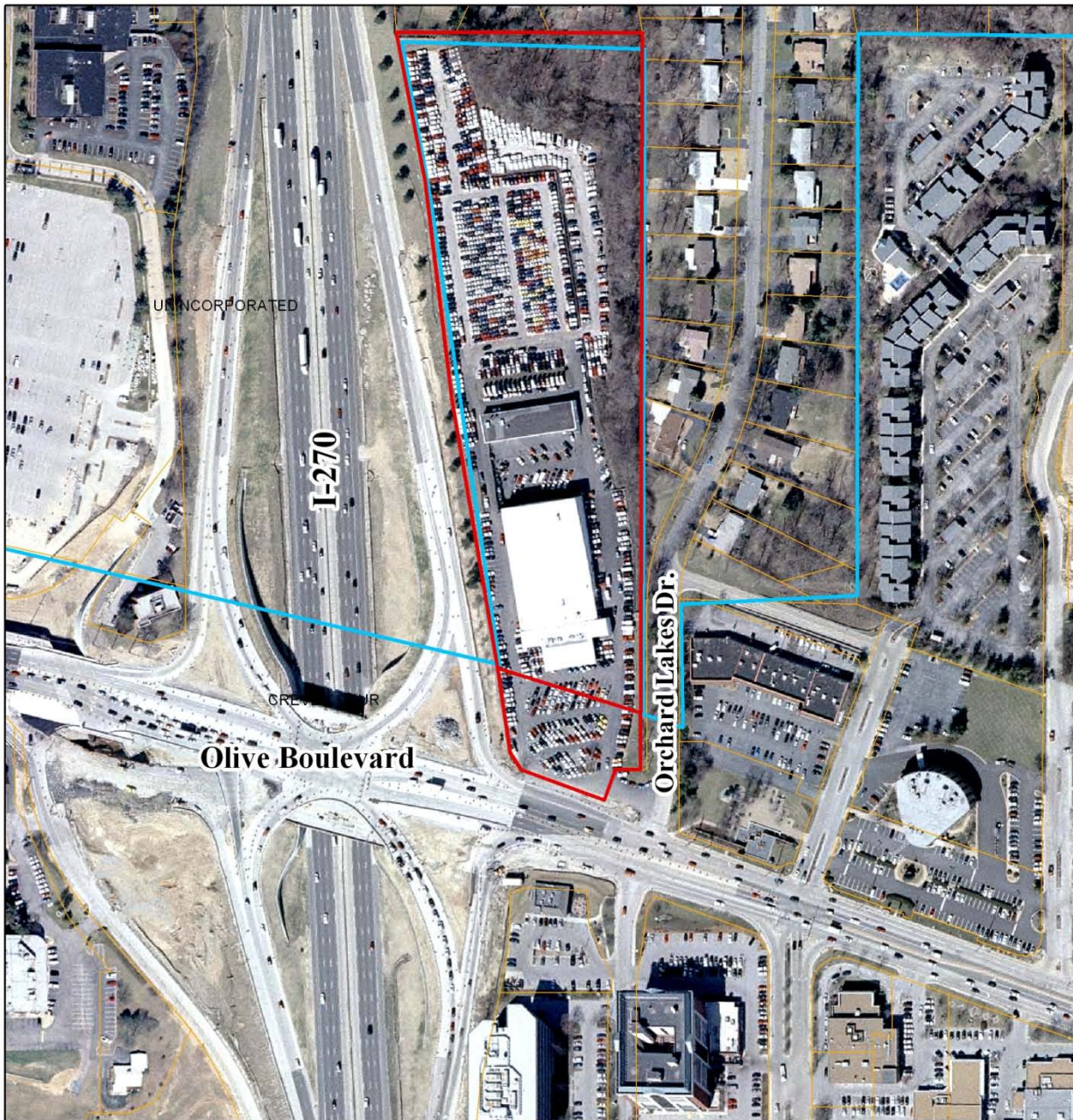
Included and attached by reference. See body of report for specific excerpts.

#### **APPENDIX 2: ZONING CODE**

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



### APPENDIX 3: AERIAL MAP



#### Legend

-  Weber Chevrolet, 12015 Olive Boulevard
-  City Limit
-  Property Lines





| APPENDIX 4: SITE PHOTOGRAPHS<br>Application #11-012                                 | Photo Date: 07/29/2011                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>Description: View of the south façade from the southeast corner of the property along Olive Boulevard.</p>                                                                                                                                                                                                |
|   | <p>Description: View of the existing building at the southwest corner of the property line. New addition will take up some of the parking area next to the corner of the building.</p>                                                                                                                       |
|  | <p>Description: View of the current showroom from the top of the berm in the greenspace along Orchard Lakes Drive, where the proposed addition will require the removal of the cars parked next to the building, and the creation of additional greenspace along the access drive to the service center.</p> |





Description: Example of unenclosed dumpsters on site.



Description: Broken asphalt and/or prior green space that has been covered.



Description: Cars parked over green space, along the back.

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## RESOLUTION NO.

### A RESOLUTION TO ADOPT A FORMAL INTERVIEW PROCESS FOR CITIZENS INTERESTED IN POSITIONS ON CERTAIN BOARDS AND COMMISSIONS FOR THE CITY OF CREVE COEUR.

**WHEREAS**, the City of Creve Coeur currently has ~~fourteen~~ fifteen standing Boards, Committees and Commissions and ~~two~~ one ad hoc Task Forces, and

**WHEREAS**, Council wants to incorporate interviews into the procedures for appointment of qualified members to the Planning and Zoning Commission and the Board of Adjustment; ~~Finance Committee and the Employee Pension Board of Trustees;~~

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

**SECTION 1:** ~~One or more members of the~~ Nominating Committees shall provide an opportunity for all interview-eligible candidates to be interviewed for the Planning and Zoning Commission and Board of Adjustment; ~~Finance Committee and the Employee Pension Board of Trustees, who are subject to appointment by the City Council,~~ prior to deciding upon and presenting recommendations for appointments for consideration by the City Council. Nominating Committees should interview multiple applicants whenever possible and should not recommend an applicant who has not been recently interviewed. An applicant who has been interviewed in the past 12 months need not be interviewed again to be considered and/or nominated.

**SECTION 2:** Nominating Committee meeting minutes shall reflect a discussion concerning candidates' skills and experience.

**SECTION 3:** This resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_\_ day of ~~August~~ September, 2011.

\_\_\_\_\_  
Harold Dielmann, Mayor

Attest:

\_\_\_\_\_  
Deborah Ryan, City Clerk

**AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF  
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN  
THE CITY OF CREVE COEUR FOR THE YEAR 2011**

**WHEREAS**, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2011 AT THE CREVE COEUR GOVERNMENT CENTER ON SEPTEMBER 8, 2011 AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING; AND,

**WHEREAS**, NOTICE OF THE PUBLIC HEARING ON THE 2011 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 15 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

**WHEREAS**, ALL PERSONS WHO PRESENTED THEMSELVES AT SAID MEETINGS AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD AND A COPY OF THE PROPOSED ORDINANCE WAS MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS CONSIDERATION BY THE CITY COUNCIL AND THIS BILL HAVING BEEN READ BY TITLE AT TWO SEPARATE OPEN MEETINGS BEFORE FINAL PASSAGE BY THE CITY COUNCIL; AND,

**WHEREAS**, 2011 TAX RATES OF \$.087 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.080 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, AND \$.100 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

**SECTION 1.** THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, A TAX FOR MUNICIPAL PURPOSES FOR THE YEAR 2011 AS FOLLOWS:

|                       |                                                                      |
|-----------------------|----------------------------------------------------------------------|
| RESIDENTIAL PROPERTY  | \$.087 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION  |
| COMMERCIAL PROPERTY   | \$.080 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION  |
| AGRICULTURAL PROPERTY | \$.100 ON HEACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION |

BILL NO. 5338

ORDINANCE NO. \_\_\_\_\_

**SECTION 2.** THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF 3.11(G) OF THE CHARTER.

PASSED BY CITY COUNCIL THIS \_\_\_\_\_ DAY OF SEPTEMBER 2011.

\_\_\_\_\_  
TARA NEALEY  
PRESIDENT, CITY COUNCIL

\_\_\_\_\_  
HAROLD L. DIELMANN  
MAYOR

ATTEST:

\_\_\_\_\_  
DEBORAH RYAN, MRCC  
CITY CLERK



# MEMORANDUM

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**DATE:** September 1, 2011

**TO:** Mark Perkins, City Administrator

**FROM:** Daniel Smith, Director of Finance

**SUBJECT:** 2011 Property Tax Rate

Attached is legislation setting the 2011 property tax rates for the City of Creve Coeur. The proposed property tax rates for 2011 as compared to the current rates are as follows:

|              | Base Tax Rate<br>2010 | Recoupment<br>Factor | 2010* Tax Rates | Proposed 2011 Tax<br>Rates |
|--------------|-----------------------|----------------------|-----------------|----------------------------|
| Residential  | .084                  | .002                 | \$0.086         | \$0.087                    |
| Commercial   | .079                  | .004                 | \$0.083         | \$0.080                    |
| Agricultural | .091                  | .000                 | \$0.091         | \$0.100                    |

\*Includes recoupment and revised 2009 tax rate.

Based upon the State Auditors calculation worksheet there is a projected increase in tax revenues of \$3,123 for 2011. This increase is primarily due to new construction. The base rate for residential property tax, not including recoupment in 2010, is \$0.003 higher in 2011. This is allowed under State law to maintain tax revenues at the prior's year's level in spite of a decrease in residential assessed valuation for Creve Coeur. The commercial base rate increased slightly in 2011 \$0.001, as a result of spreadsheet rounding and blending of the rate. These figures are pre-BOE and therefore are subject to revision in 2012.

For a house valued at \$300,000 the estimated residential property taxes for 2011 would be \$49.59 an increase of \$.57 over 2010.

It is estimated for FY 2011 that the proposed 2011 tax rates will produce \$675,119 not including a reserve for non-payment. It should be noted that the current 5-year projections contained in the 2012 budget are based on maintaining property taxes at the cap.

Staff recommends approval of the proposed legislation stating the 2011 tax rate for the City of Creve Coeur. I would be happy to respond to any questions.

## RESOLUTION NO. 981

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH NAVISTAR, INC. FOR THE PURCHASE OF TWO 2012 DIESEL POWERED TWO-TON DUMP TRUCKS FOR AN AMOUNT OF \$175,305.**

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

**WHEREAS**, the purchase of a new 2012 International 7300 dump truck with plow and city supplied stainless steel salt spreader for \$98,028, and a new 2012 International 4300M7 dump truck with an Arbortech chipper box for \$77,277 is necessary to provide valuable city services; and

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

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

**Section 1:** The agreement between **International Truck & Engine Corp.** and the City is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 8<sup>th</sup> day of September, 2011.

---

Harold L. Dielmann  
Mayor

Attest:

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Deborah Ryan  
City Clerk



## DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

**DATE:** August 30, 2011

**TO:** Mark Perkins, City Administrator

**FROM:** Jim Heines, Director of Public Works

**SUBJECT:** Purchase of a 2012 Two-ton Diesel Powered Dump Truck with Snow Plow and a 2012 Two-ton Diesel Powered Dump Truck with an Arbortech Chipper Box

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Public Works staff has been working with the International sales representatives to set up a truck, body and components that best meet the needs of the City. There are two replacement two-ton dump trucks in the FY 2012 budget, a diesel powered dump truck with air brakes, plow, and spreader ((\$110,000); and a diesel powered cab and chassis with air brakes for a chipper box dump truck (\$65,000). The combined budgeted amount for these purchases is \$175,000.

In an effort to meet the budgeted amount city staff has been working with Joe Sontag of Navistar, Inc. to design the trucks to meet the city's needs and stay within the approved budget. These trucks were previously bid by MoDOT and are made available to government agencies through the Cooperative Purchase Agreement thereby meeting the city's purchasing policy.

Details of each proposed truck purchase are listed below:

### Chipper Truck Replacement

Initially staff had planned to take the chipper box off the old truck (2000 GMC) and have it installed on a new International cab and chassis for an estimated \$65,000 plus the auction proceeds for the old truck. This seems like a good way to keep the cost of the new truck lower, but once the chipper box is removed from the old truck, there is no auction value for the 2000 GMC cab and chassis. The only cost savings we would recognize is the cost of the chipper box bed itself (approx. \$6,000), however there would be a cost to remove the old box from the 2000 GMC.

A new 2012 International 4300M7 diesel powered dump truck with air brakes can be fitted with an Arbortech chipper body for a total of \$77,277 and the auction value of a 2000 GMC chipper truck should be in the range of \$8,000 \$10,000.

| <u>International Truck with Arbortech Chipper Box</u>    | <u>Cost</u>       |
|----------------------------------------------------------|-------------------|
| International 4300M7 Truck w/Air Brakes                  | \$57,377          |
| Arbortech Chipper Box Installed                          | \$19,900          |
| <u>Estimated Auction Proceeds 2000 GMC w/Chipper Box</u> | <u>(\$ 8,000)</u> |
| Total Net Cost                                           | \$69,277          |

| <u>International Truck and Install City Provided Chipper Box</u> | <u>Cost</u>       |
|------------------------------------------------------------------|-------------------|
| International 4300M7 Truck w/Air Brakes                          | \$57,377          |
| City Provided Chipper Box Installed                              | \$13,900          |
| Cost to remove Chipper box from 2000 GMC                         | \$ 2,000          |
| <u>Estimated Auction Proceeds 2000 GMC Cab and Chassis</u>       | <u>(\$ 1,000)</u> |
| Total Net Cost                                                   | \$72,277          |



After evaluating this information, it appears that the best option for the city is to purchase the International truck with an Arbortech chipper box from the state bid at a cost of \$77,277 and take 2000 GMC chipper truck to auction as a whole truck, for a net cost of \$69,277.

#### Dump Truck Replacement

Over the past few years the city has been purchasing International two-ton dump trucks with snow plow and stainless steel spreaders through the state cooperative purchase agreement. This year Public Works staff is recommending the purchase of the same truck with the exception of the salt spreader.

Approximately 5 years ago, the city started to upgrade the spreader construction material to stainless steel in an effort to obtain a better service life from the equipment. Previously purchased salt spreaders were made of cold steel and would rust out within 5-years requiring steel patches and repairs. This being said, we have a 2007 stainless steel salt spreader which is in good condition available to be installed on the new truck. This spreader is currently belongs on one of our backup snow fighting trucks.

In an effort to help lower the cost of new equipment purchases and meet the approved budget amounts, we recommend the purchase of a new International 7300 Diesel Powered 2-ton dump truck with air brakes and a snow plow only from the state bid for an amount of \$98,028. Staff will deliver the spreader to the body company for installation onto the new truck.

#### Fleet Replacement

A review of the fleet maintenance records revealed that our 2-ton trucks tend to start showing an increase in maintenance cost in year 6-7 and by years 8-12 we will experience costly brake, transmission, engine, or rear axle repairs. It is not necessarily the amount of miles on the trucks; it appears to be age that is the determining factor.

For the past two years, Public Works staff has been reducing the size of the maintenance fleet by sending older trucks that were not needed to auction. This in affect will help reduced the maintenance cost to support the fleet. This fall we plan to send a 1998 GMC 2-ton and a 1999 GMC 2-ton to auction. In the spring after delivery of the new trucks is received, we plan to send a 2000 GMC 2-ton chipper truck and a 2001 GMC 2-ton. Our goal is to get down to a 10-year replacement cycle for our 2-ton fleet.

**The recommendation is to award the purchase of two 2012 International trucks (International 7300 diesel powered with air brakes and snow plow; International 4300M7 diesel powered with air brakes and Arbortech Chipper Box) to Navistar Inc., located at 900 S. Highway Dr. Ste. 103, Fenton, MO 63026, TNO: 636-343-6800, with Viking-Cives Midwest, Inc. body type in the total amount of \$175,305.**

**Funding for this purchase \$175,000 (\$110,000 + \$65,000) was approved in the FY 2012 CIP budget in account # 02-61-71-9516 Capital Equipment.**



**Navistar, Inc.**  
900 South Highway Drive, Suite 103  
Fenton, MO 63026

T 636.343.6800 F 636.349.0335

August 17, 2011

Karl Berger  
City of Creve Coeur

City of Creve Coeur sale price for (2) 2012 International including bodies is \$175,305.00. We have a hydraulic brake option on the 4300 M7 which would be a \$605 deduct from the total price. Pricing is based MoDOT contract # 3-070830.

| Proposal # | Description                                      | Price                           |
|------------|--------------------------------------------------|---------------------------------|
| 3679       | 2012 7300 International with Viking-Cives Body   | \$98,028.00                     |
| 3689       | 2012 4300M7 International with Viking-Cives Body | <u>\$77,277.00</u> (Air Brakes) |
|            | Total Sale Price                                 | <b>\$175,305.00</b>             |
| 3687       | 2012 4300M7 International with Viking-Cives Body | \$76,672.00 (Hydraulic Brakes)  |

Pricing includes extended warranty which covers the air conditioning, engine, engine electronics including injectors for a period of 5 years, 80,000 miles or 3600 hours whichever occurs first.

Please call if you have any questions.

Sincerely,

Joseph D. Sontag  
National Account Manager

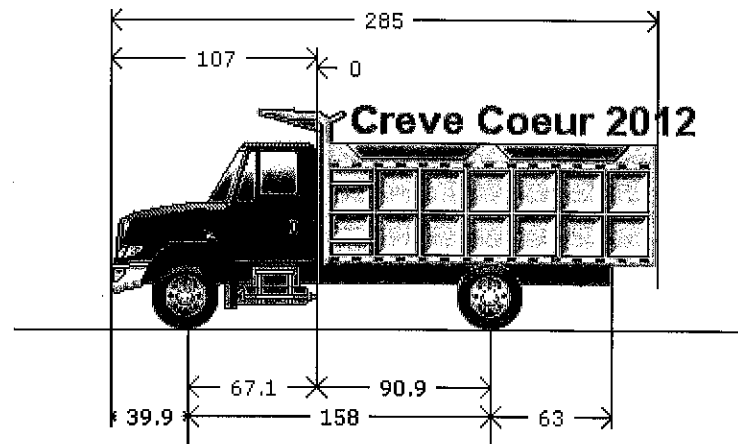
**Prepared For:**

City of Creve Coeur Air Brake  
 Jim Heines  
 300 N New Ballas Rd.  
 Saint Louis, MO 63141-7533  
 (314)223 - 0209  
 Reference ID: JDS-3687-02

**Presented By:**

INT'L TRK & ENGINE CORP  
 Joe D Sontag  
 900 S HIGHWAY DR STE 103  
 FENTON MO 63026 -  
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile****2012 4300M7 SBA 4X2 (MA065)****APPLICATION:**

Construction Dump

**MISSION:**

Requested GVWR: 33000. Calc. GVWR: 31000  
 Calc. Start / Grade Ability: 25.50% / 1.99% @ 55 MPH  
 Calc. Geared Speed: 77.5 MPH

**DIMENSION:**

Wheelbase: 158.00, CA: 90.90, Axle to Frame: 63.00

**ENGINE, DIESEL:**

{MaxxForce 7} EPA 10, 240 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM  
 Governed Speed, 240 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**

{Allison 2500\_RDS\_P} 4th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; with  
 PTO Provision, Less Retarder, with 33,000-lb GVW & GCW Max

**CLUTCH:**

Omit Item (Clutch &amp; Control)

**AXLE, FRONT NON-DRIVING:**

{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

**AXLE, REAR, SINGLE:**

{Meritor MS-21-14X-3DFL} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends Gear Ratio:  
 6.83

**CAB:**

Conventional

**TIRE, FRONT:**

(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply

**TIRE, REAR:**

(4) 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply

**SUSPENSION, RR, SPRING, SINGLE:**

Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring

**PAINT:**

Cab schematic 100GA

Location 1: 2303, Red (Std)

Chassis schematic N/A

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>List</u><br>(USA DOLLAR) |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| MA06500     | Base Chassis, Model 4300M7 SBA 4X2 with 158.00 Wheelbase, 90.90 CA, and 63.00 Axle to Frame.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$60,570.00                 |
| 1CAE        | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$515.00                    |
| 1LLD        | BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness<br><u>Includes</u><br>: BUMPER, FRONT Powder Coated Gray (Argent) Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 1WEB        | WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 2ASH        | AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity<br><u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$379.00                    |
| 3ADB        | SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers<br><u>Includes</u><br>: SPRING PINS Rubber Bushings, Maintenance-Free<br><u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$117.00                    |
| 4091        | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications<br><u>Includes</u><br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SLACK ADJUSTERS, FRONT Automatic<br>: SLACK ADJUSTERS, REAR Automatic<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4<br><u>Notes</u><br>: Front and Rear Dust Shields not Included<br>: Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.<br>: Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. | (\$339.00)                  |
| 4AZA        | AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$1,357.00                  |
| 4ERC        | BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$48.00                     |
| 4ESX        | BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 Sqn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00                      |
| 4EVL        | BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake<br><u>Includes</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00                      |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>List</u><br>(USA DOLLAR) |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |
| 4JCG        | BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00                      |
|             | <u>Notes</u><br>: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.<br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |
| 4NDB        | BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
|             | <u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |
| 4SBC        | AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$69.00                     |
| 5708        | STEERING COLUMN Tilting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$125.00                    |
| 5CAL        | STEERING WHEEL 2-Spoke, 18" Diam., Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00                      |
| 5PSA        | STEERING GEAR {Sheppard M-100} Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00                      |
| 7BDA        | EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
|             | <u>Includes</u><br>: NOTE: The Horizontal Tailpipe Includes a Temperature Control Device                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |
| 8000        | ELECTRICAL SYSTEM 12-Volt, Standard Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00                      |
|             | <u>Includes</u><br>: BATTERY BOX Steel<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: FUSES, ELECTRICAL SAE Blade-Type<br>: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: HORN, ELECTRIC Single<br>: JUMP START STUD Located on Positive Terminal of Outermost Battery<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |                             |
| 8518        | CIGAR LIGHTER Includes Ash Cup                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$18.00                     |
| 8540        | HORN, ELECTRIC (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$20.00                     |
| 8GGZ        | ALTERNATOR {Leece-Neville LBP2224H} Brush Type; 12 Volt 120 Amp. Capacity, Pad Mounted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.00                      |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                      | <u>List</u><br>(USA DOLLAR) |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 8HAB        | BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn                                                            | \$63.00                     |
| 8HAG        | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket | \$244.00                    |
| 8MEP        | BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total                                                                                                                                                                                                               | \$57.00                     |
| 8RKB        | RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input                                                                                                                                                                                                     | \$305.00                    |
|             | <u>Includes</u><br>: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior<br>: SPEAKERS IN CAB (4) Coaxial with Premium Interior                                                                                                                                                          |                             |
| 8THB        | BACK-UP ALARM Electric, 102 dBA                                                                                                                                                                                                                                                         | \$120.00                    |
| 8WMA        | SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light                                                                                                                                                                 | \$42.00                     |
| 8WPB        | HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights                                                                                                                                                                                         | \$58.00                     |
| 8WPP        | ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines                                                                                                                                                                                                             | \$147.00                    |
| 8WRB        | HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on                                                                                                                                                                                         | \$22.00                     |
| 8WWJ        | INDICATOR, LOW COOLANT LEVEL With Audible Alarm                                                                                                                                                                                                                                         | \$0.00                      |
| 8WYD        | STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch                                                                                                                                                                           | \$0.00                      |
| 8XAH        | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses                                                                                                                                                                 | \$99.00                     |
| 8XBK        | SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab                                                                                                                                                                          | \$84.00                     |
| 9HAD        | GRILLE Chrome                                                                                                                                                                                                                                                                           | \$0.00                      |
| 9WAY        | FRONT END Tilting, Fiberglass, With Three Piece Construction                                                                                                                                                                                                                            | \$0.00                      |
| 10060       | PAINT SCHEMATIC, PT-1 Single Color, Design 100                                                                                                                                                                                                                                          | \$0.00                      |
|             | <u>Includes</u><br>: PAINT SCHEMATIC ID LETTERS "GA"                                                                                                                                                                                                                                    |                             |
| 10761       | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone                                                                                                                                                                                                                                               | \$0.00                      |
| 11001       | CLUTCH Omit Item (Clutch & Control)                                                                                                                                                                                                                                                     | \$0.00                      |
| 12890       | BLOCK HEATER, ENGINE {Phillips} 120 Volt/1000 Watt                                                                                                                                                                                                                                      | \$48.00                     |
|             | <u>Includes</u><br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door                                                                                                                                                                                                    |                             |
| 12NUH       | ENGINE, DIESEL {MaxxForce 7} EPA 10, 240 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 240 Peak HP (Max)                                                                                                                                                         | \$718.00                    |
|             | <u>Includes</u><br>: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)                                                                                                                                                                                        |                             |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>List</u><br>(USA DOLLAR) |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C;<br>for MaxxForce Engines<br>: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel<br>: ENGINE OIL DRAIN PLUG Magnetic<br>: ENGINE SHUTDOWN Electric, Key Operated<br>: FUEL FILTER Engine Mounted<br>: FUEL HEATER Included with Fuel/Water Separator<br>: FUEL/WATER SEPARATOR Engine Mounted<br>: GLOW PLUG Automatic with Indicator Light<br>: GOVERNOR Electronic<br>: OIL FILTER, ENGINE Drop-In Cartridge Type |                             |
| 12TSY       | FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$101.00                    |
|             | <u>Includes</u><br>: FAN Nylon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |
| 12UAY       | RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 817 SqIn Louvered, With<br>262 SqIn CAC, With In Tank Oil Cooler                                                                                                                                                                                                                                                                                                                                                                                            | \$0.00                      |
|             | <u>Includes</u><br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant<br>Hose Clamps<br>: RADIATOR HOSES Premium, Rubber                                                                                                                                                                                                                                                                                                                             |                             |
| 12VBR       | AIR CLEANER With Service Protection Element                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
|             | <u>Includes</u><br>: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |
| 12VXT       | THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable<br>Speed; Mounted on Steering Wheel                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.00                      |
| 12VZA       | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder<br>Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions<br>Electronic Engines                                                                                                                                                                                                                                                                                                                 | \$45.00                     |
| 12VZD       | FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$6,000.00                  |
| 12WZE       | EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
| 13ANW       | TRANSMISSION, AUTOMATIC {Allison 2500_RDS_P} 4th Generation Controls; Wide<br>Ratio, 6-Speed, with Double Overdrive; with PTO Provision, Less Retarder, with 33,000-lb<br>GVW & GCW Max                                                                                                                                                                                                                                                                                                                              | \$3,984.00                  |
|             | <u>Includes</u><br>: OIL FILTER, TRANSMISSION Mounted on Transmission<br>: TRANSMISSION OIL PAN Magnet in Oil Pan                                                                                                                                                                                                                                                                                                                                                                                                    |                             |
| 13WDH       | WIRING, TRANS, BODY BUILDER Installed Wiring for Transmission/PTO Controls, for<br>Allison 1000, 2000, 2100, 2200, 2400, 2500 Series Transmission                                                                                                                                                                                                                                                                                                                                                                    | \$17.00                     |
| 13WLN       | TRANSMISSION OIL Synthetic; 20 thru 28 Pints                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$151.00                    |
| 13WYL       | SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison<br>Economy Programming in Secondary                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00                      |
| 14ANU       | AXLE, REAR, SINGLE {Meritor MS-21-14X-3DFL} Single Reduction, 21,000-lb Capacity,<br>190 Wheel Ends . Gear Ratio: 6.83                                                                                                                                                                                                                                                                                                                                                                                               | \$893.00                    |

Notes



| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>List</u><br>(USA DOLLAR) |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |
| 14VAH       | SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$133.00                    |
|             | <u>Notes</u><br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |
| 15SGJ       | FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, With Quick Connect Outlet, Mounted Left Side, Under Cab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.00                      |
| 16030       | CAB Conventional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00                      |
|             | <u>Includes</u><br>: ARM REST (2) Molded Plastic; One Each Door<br>: CLEARANCE/MARKER LIGHTS (5) Flush Mounted<br>: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window<br>: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel<br>: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted<br>: GLASS, ALL WINDOWS Tinted<br>: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side<br>: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side<br>: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color<br>: STEP (4) Two Steps Per Door |                             |
| 16HBA       | GAUGE CLUSTER English With English Electronic Speedometer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.00                      |
|             | <u>Includes</u><br>: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter<br>: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout<br>: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)                                                                                                                                                                                                                                                                                                                                      |                             |
| 16HGH       | GAUGE, OIL TEMP, ALLISON TRAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$48.00                     |
| 16HKT       | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
| 16JNT       | SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$116.00                    |
|             | <u>Includes</u><br>: SEAT BELT 3-Point, Lap and Shoulder Belt Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |
| 16PJK       | SEAT, TWO-MAN PASSENGER {Gra-Mag} Vinyl, Less Under Seat Storage Compartment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$331.00                    |
|             | <u>Includes</u><br>: SEAT BELT (2) One 3-Point Shoulder Belt and One 2-Point Lap Belt (Center Position)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |
| 16SDC       | GRAB HANDLE (2) Chrome Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$236.00                    |
| 16SDP       | MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Side, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Bright Finish Heads and Brackets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$294.00                    |
| 16WCT       | AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$823.00                    |

| <u>Code</u>                      | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>List</u><br>(USA DOLLAR) |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|                                  | Includes<br>: HEATER HOSES Premium<br>: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps<br>: REFRIGERANT Hydrofluorocarbon HFC-134A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |
| 16WJS                            | INSTRUMENT PANEL Center Section, Flat Panel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00                      |
| 16WRX                            | CAB INTERIOR TRIM Deluxe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
|                                  | Includes<br>: "A" PILLAR COVER Molded Plastic<br>: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering<br>: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket<br>: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors<br>: FLOOR COVERING Rubber, Black<br>: HEADLINER Soft Padded Cloth<br>: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section<br>: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door<br>: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console |                             |
| 27DMA                            | WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$56.00                     |
|                                  | Includes<br>: PAINT IDENTITY, FRONT WHEELS White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |
|                                  | Notes<br>: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |
| 28DMA                            | WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (\$82.00)                   |
|                                  | Includes<br>: PAINT IDENTITY, REAR WHEELS White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             |
|                                  | Notes<br>: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |
| 29580                            | WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$37.00                     |
| 29PAR                            | PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$24.00                     |
| 29PAS                            | PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$48.00                     |
| 29WAP                            | WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$10.00                     |
| 29WAR                            | WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$15.00                     |
| 7372130121                       | (4) TIRE, REAR 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$444.00                    |
| 7372138107                       | (2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$158.00                    |
| <b>Total of Product Features</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>\$78,768.00</b>          |

**INTERNATIONAL®**

Vehicle Specifications  
2012 4300M7 SBA 4X2 (MA065)

August 17, 2011

| <u>Code</u> | <u>Description</u>                         | <u>List</u><br>(USA DOLLAR) |
|-------------|--------------------------------------------|-----------------------------|
|             | Cab schematic 100GA                        |                             |
|             | Location 1: 2303, Red (Std)                |                             |
|             | Chassis schematic N/A                      |                             |
|             | <b>Total List Price Including Options:</b> | <b>\$78,768.00</b>          |
| 1           | Viking-Cives Quote 30434 Dated 8/16/2011   | \$19,900.00                 |
|             | <b>Total Body Allied:</b>                  | <b>\$19,900.00</b>          |

| (USA DOLLAR)                                                             |             |             |
|--------------------------------------------------------------------------|-------------|-------------|
| Description                                                              |             | Price       |
| Net Sales Price:                                                         |             | \$77,277.00 |
| Memo Item(s):                                                            |             |             |
| Total Federal Excise Tax                                                 | \$0.00      |             |
| Total Taxes:                                                             | \$0.00      |             |
| Warranty:                                                                | \$1,133.00  |             |
| Body/Allied Equipment:                                                   | \$19,900.00 |             |
| Note: Memo item(s) shown here are included in the above Net Sales Price. |             |             |

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date



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

## QUOTATION

Quote ID: 30434

Page 1 of 1

**Customer:** International Truck & Engine Corp  
**Contact:** Joe  
**Address:** 900 South Hwy Drive  
 Suite 103  
 Fenton MO 63026

**Phone:** 636-343-6800  
**Fax:** 636-349-0335

**Quote Number:** 30434  
**Quote Date:** 8/16/2011  
**Quote valid until:** 9/30/2011  
**FOB:** Morley, MO  
**Lead Time:**  
**Salesperson:** Derek Wheeler

| QUANTITY | PART NUMBER | DESCRIPTION                                                                                                                                                                                                                                                                                          | UNIT PRICE  | AMOUNT      |
|----------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1        | NPN         | ARBORTECH 14' x 6' x 96" Chipper body installed with underbody scissor hoist, "hot-shift" PTO for Allison tranny, emergency lighting system, 20-ton pintle hitch with trailer socket, front and rear mudflaps, 36" x 18" x 18" underbody toolbox, painted to match cab and delivered to Creve Coeur. | \$19,900.00 | \$19,900.00 |

|              |             |
|--------------|-------------|
| Quote Total: | \$19,900.00 |
| Discount:    | \$0.00      |
| Total Due:   | \$19,900.00 |

The following options may be added:

| QUANTITY | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|-------------|------------|--------|
|          |             |            |        |

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

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. number: |  |

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

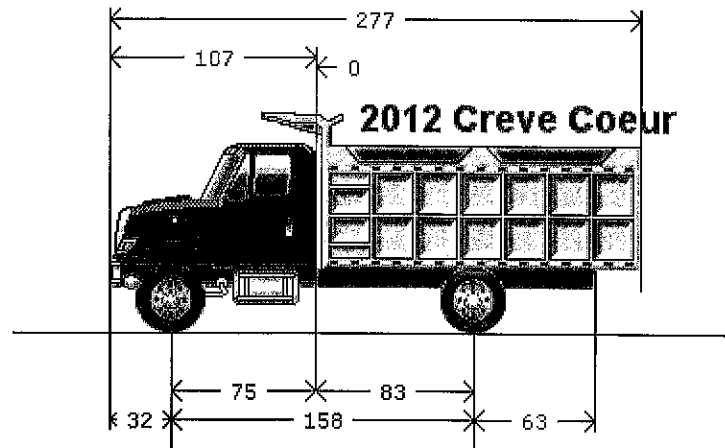
**Prepared For:**

City of Creve Coeur 7300 4X2  
 Jim Heines  
 300 N New Ballas Rd.  
 Saint Louis, MO 63141-7533  
 (314)223 - 0209  
 Reference ID: JDS-3679-01

**Presented By:**

INT'L TRK & ENGINE CORP  
 Joe D Sontag  
 900 S HIGHWAY DR STE 103  
 FENTON MO 63026 -  
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2012 7300 SFA 4X2 (SA515)**

**APPLICATION:**

Front Plow with spreader

**MISSION:**

Requested GVWR: 35000. Calc. GVWR: 31000  
 Calc. Start / Grade Ability: 29.20% / 2.11% @ 55 MPH  
 Calc. Geared Speed: 69.5 MPH

**DIMENSION:**

Wheelbase: 158.00, CA: 83.00, Axle to Frame: 63.00

**ENGINE, DIESEL:**

{MaxxForce DT} EPA 10, 230 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM  
 Governed Speed

**TRANSMISSION, AUTOMATIC:**

{Allison 3000\_RDS\_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive;  
 On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW  
 & GCW Max.

**CLUTCH:**

Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:**

{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

**AXLE, REAR, SINGLE:**

{Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel  
 Ends Gear Ratio: 6.43

**CAB:**

Conventional

**TIRE, FRONT:**

(2) 11R22.5 G662 FUEL MAX (GOODYEAR) 497 rev/mile, load range G, 14 ply

**TIRE, REAR:**

(4) 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply

**SUSPENSION, RR, SPRING, SINGLE:**

Vari-Rate; 23,500-lb Capacity

**PAINT:**

Cab schematic 100GM

Location 1: 2303, Red (Std)

Chassis schematic N/A

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>List</u><br>(USA DOLLAR) |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| SA51500     | Base Chassis, Model 7300 SFA 4X2 with 158.00 Wheelbase, 83.00 CA, and 63.00 Axle to Frame.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$65,578.00                 |
| 1CAJ        | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$983.00                    |
| 1LLA        | BUMPER, FRONT Steel, Swept Back<br><br><u>Includes</u><br>: BUMPER, FRONT Powder Coated Gray (Argent) Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00                      |
| 1WEV        | WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
| 2ARW        | AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity<br><br><u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$273.00                    |
| 3770        | SPRINGS, FRONT AUXILIARY Rubber                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$104.00                    |
| 3ADC        | SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; With Shock Absorbers<br><br><u>Includes</u><br>: SPRING PINS Rubber Bushings, Maintenance-Free<br><br><u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$67.00                     |
| 4091        | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications<br><br><u>Includes</u><br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: DUST SHIELDS, FRONT BRAKE<br>: DUST SHIELDS, REAR BRAKE<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SLACK ADJUSTERS, FRONT Automatic<br>: SLACK ADJUSTERS, REAR Automatic<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4<br><br><u>Notes</u><br>: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered. | \$0.00                      |
| 4732        | DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank<br><br><u>Includes</u><br>: DRAIN VALVE Mounted in Wet Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$0.00                      |
| 4AZJ        | AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$397.00                    |
| 4EBT        | AIR DRYER {Bendix AD-IP} With Heater<br><br><u>Includes</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$526.00                    |



| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>List</u><br>(USA DOLLAR) |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : AIR DRYER LOCATION Inside Left Rail, Back of Cab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |
| 4ESX        | BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
| 4EVL        | BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$0.00                      |
|             | <u>Includes</u><br>: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4;<br>WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than<br>46,000-lb. or GVWR Less Than 54,000-lb.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |
| 4JCJ        | BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$265.00                    |
|             | <u>Notes</u><br>: The following features should be considered when calculating Front GAWR: Front Axles;<br>Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |
| 4NDB        | BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$0.00                      |
|             | <u>Notes</u><br>: The following features should be considered when calculating Rear GAWR: Rear Axles;<br>Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating,<br>GAWR; Wheels; Tires.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| 4SBC        | AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 4VED        | AIR DRYER LOCATION Mounted Inside Right Rail, Approx. 35" Back of Cab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$50.00                     |
| 5708        | STEERING COLUMN Tilting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$125.00                    |
| 5CAL        | STEERING WHEEL 2-Spoke, 18" Diam., Black                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00                      |
| 5PSA        | STEERING GEAR {Sheppard M-100} Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 7BEJ        | EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$738.00                    |
|             | <u>Includes</u><br>: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard<br>Components (+ or - 1" Height)<br>: MUFFLER/TAIL PIPE GUARD Non-Bright Finish                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                             |
| 8000        | ELECTRICAL SYSTEM 12-Volt, Standard Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.00                      |
|             | <u>Includes</u><br>: BATTERY BOX Steel with Plastic Lid<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: FUSES, ELECTRICAL SAE Blade-Type<br>: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels<br>: HORN, ELECTRIC Single<br>: JUMP START STUD Located on Positive Terminal of Outermost Battery<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: RUNNING LIGHT (2) Daytime, Included With Headlights<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with<br>Lane Change Feature<br>: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State<br>Flashers; Flush Mounted |                             |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                      | <u>List</u><br>(USA DOLLAR) |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever                                                                                                                                                                |                             |
|             | : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted                                                                                                                                                                                                                                |                             |
|             | : WIRING, CHASSIS Color Coded and Continuously Numbered                                                                                                                                                                                                                                 |                             |
| 8518        | CIGAR LIGHTER Includes Ash Cup                                                                                                                                                                                                                                                          | \$18.00                     |
| 8GHC        | ALTERNATOR {Leece-Neville LBP2203H} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mounted                                                                                                                                                                                                  | \$132.00                    |
| 8HAH        | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket | \$244.00                    |
| 8MKL        | BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total                                                                                                                                                                                                              | \$103.00                    |
| 8RGA        | 2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab                                                                                                             | \$54.00                     |
| 8RJV        | RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers                                                                                                                                                                                 | \$338.00                    |
|             | <u>Includes</u>                                                                                                                                                                                                                                                                         |                             |
|             | : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior                                                                                                                                                                                                                                    |                             |
|             | : SPEAKERS IN CAB (4) Coaxial with Premium Interior                                                                                                                                                                                                                                     |                             |
| 8THB        | BACK-UP ALARM Electric, 102 dBA                                                                                                                                                                                                                                                         | \$120.00                    |
| 8THJ        | AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications                                                                                                                                                                                     | \$64.00                     |
| 8WBW        | JUMP START STUD Remote Mounted                                                                                                                                                                                                                                                          | \$83.00                     |
|             | <u>Includes</u>                                                                                                                                                                                                                                                                         |                             |
|             | : JUMP START STUD Mounted to Battery Box                                                                                                                                                                                                                                                |                             |
| 8WCL        | HORN, AIR Black, Single Trumpet, Air Solenoid Operated                                                                                                                                                                                                                                  | \$0.00                      |
| 8WGB        | SOLENOID, AIR for Customer Use; Provides (2) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position                                            | \$182.00                    |
|             | <u>Notes</u>                                                                                                                                                                                                                                                                            |                             |
|             | : To Be Used as a Pilot Air and NOT as an Air Supply.                                                                                                                                                                                                                                   |                             |
| 8WGL        | WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time                                                                                                                                                 | \$26.00                     |
| 8WMA        | SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light                                                                                                                                                                 | \$42.00                     |
| 8WPP        | ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines                                                                                                                                                                                                             | \$147.00                    |
| 8WPZ        | TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights                                                                                                                                                                                            | \$42.00                     |
| 8WRB        | HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on                                                                                                                                                                                         | \$22.00                     |
| 8WTK        | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection                                                                                                                                                                                                   | \$0.00                      |
| 8WWJ        | INDICATOR, LOW COOLANT LEVEL With Audible Alarm                                                                                                                                                                                                                                         | \$0.00                      |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>List</u><br>(USA DOLLAR) |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 8XAH        | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators,<br>Replaces All Fuses Except For 5-Amp Fuses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.00                      |
| 9HBM        | GRILLE Stationary, Chrome                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 9WAC        | BUG SCREEN Front End; Mounted Behind Grille                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$131.00                    |
| 9WBC        | FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$0.00                      |
| 10060       | PAINT SCHEMATIC, PT-1 Single Color, Design 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00                      |
|             | <u>Includes</u><br>: PAINT SCHEMATIC ID LETTERS "GM"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |
| 10761       | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                      |
| 11001       | CLUTCH Omit Item (Clutch & Control)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00                      |
| 12959       | BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$82.00                     |
|             | <u>Includes</u><br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |
| 12NUM       | ENGINE, DIESEL {MaxxForce DT} EPA 10, 230 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$1,081.00                  |
|             | <u>Includes</u><br>: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)<br>: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C;<br>for MaxxForce Engines<br>: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control<br>: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel<br>: ENGINE OIL DRAIN PLUG Magnetic<br>: ENGINE SHUTDOWN Electric, Key Operated<br>: FUEL FILTER Included with Fuel/Water Separator<br>: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly;<br>With Water-in-Fuel Sensor; Engine Mounted<br>: GOVERNOR Electronic<br>: OIL FILTER, ENGINE Spin-On Type<br>: WET TYPE CYLINDER SLEEVES |                             |
| 12THT       | FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$274.00                    |
|             | <u>Includes</u><br>: FAN Nylon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |
| 12UWZ       | RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core With Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$310.00                    |
|             | <u>Includes</u><br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |
| 12UXG       | FEDERAL EMISSIONS for 2010; MaxxForce DT Engines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$6,000.00                  |
| 12VBB       | AIR CLEANER Dual Element                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$18.00                     |
|             | <u>Includes</u><br>: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                | <u>List</u><br>(USA DOLLAR) |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 12VXV       | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel                                                                                                                            | \$0.00                      |
| 12VYL       | ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use                                                                                                                                                                      | \$45.00                     |
| 12VYP       | ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control                                                                                                                                                                         | \$0.00                      |
| 12WZE       | EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations                                                                                                                                                                                | \$0.00                      |
| 13AMB       | TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.                                        | \$8,795.00                  |
|             | <u>Includes</u><br>: OIL FILTER, TRANSMISSION Mounted on Transmission<br>: TRANSMISSION OIL PAN Magnet in Oil Pan                                                                                                                                                 |                             |
| 13WBL       | TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission                                                                                                                                                                | \$0.00                      |
| 13WLP       | TRANSMISSION OIL Synthetic; 29 thru 42 Pints                                                                                                                                                                                                                      | \$203.00                    |
| 13WUC       | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction                                                                                                                                                                     | \$0.00                      |
| 13WYL       | SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary                                                                                                                                                  | \$0.00                      |
| 14ANS       | AXLE, REAR, SINGLE {Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 6.43                                                                                                                               | \$295.00                    |
|             | <u>Notes</u><br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.                                                |                             |
| 14SAN       | SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity                                                                                                                                                                                                      | \$87.00                     |
|             | <u>Notes</u><br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.                                                |                             |
| 14SZB       | SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity                                                                                                                                                                                                              | \$120.00                    |
| 14WLB       | AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 30 thru 39.99 Pints                                                                                                                                                                                               | \$115.00                    |
| 15LKG       | FUEL/WATER SEPARATOR With Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor                                                                                     | \$64.00                     |
| 15SGJ       | FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, With Quick Connect Outlet, Mounted Left Side, Under Cab                                                                                                         | \$0.00                      |
| 16030       | CAB Conventional                                                                                                                                                                                                                                                  | \$0.00                      |
|             | <u>Includes</u><br>: ARM REST (2) Molded Plastic; One Each Door<br>: CLEARANCE/MARKER LIGHTS (5) Flush Mounted<br>: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window<br>: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel |                             |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>List</u><br>(USA DOLLAR) |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted<br>: GLASS, ALL WINDOWS Tinted<br>: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side<br>: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side<br>: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color<br>: STEP (4) Two Steps Per Door                      |                             |
| 16HBA       | GAUGE CLUSTER English With English Electronic Speedometer<br><br><u>Includes</u><br>: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level<br>: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout<br>: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) | \$0.00                      |
| 16HGH       | GAUGE, OIL TEMP, ALLISON TRAN                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$48.00                     |
| 16HKT       | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00                      |
| 16JNT       | SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust<br><br><u>Includes</u><br>: SEAT BELT 3-Point, Lap and Shoulder Belt Type                                                                                                                                                                                              | \$191.00                    |
| 16PHJ       | SEAT, TWO-MAN PASSENGER {Gra-Mag} Fixed Back, Two Integral Headrest, Vinyl, Less Under Seat Storage Compartment<br><br><u>Includes</u><br>: SEAT BELT (2) One 3-Point Shoulder Belt and One 2-Point Lap Belt (Center Position)                                                                                                                                                                                                                                    | \$74.00                     |
| 16SDU       | MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatically Controlled, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets                                                                                                                                                                                                                  | \$443.00                    |
| 16WBY       | ARM REST, RIGHT, DRIVER SEAT                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$39.00                     |
| 16WCT       | AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster<br><br><u>Includes</u><br>: HEATER HOSES Premium<br>: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps<br>: REFRIGERANT Hydrofluorocarbon HFC-134A                                                                                                                                                                                                                                             | \$823.00                    |
| 16WJS       | INSTRUMENT PANEL Center Section, Flat Panel                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.00                      |
| 16WKY       | HVAC FRESH AIR FILTER                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$0.00                      |
| 16WLE       | STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door                                                                                                                                                                                                                                                                                                                                                                                        | \$0.00                      |
| 16WLS       | FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood                                                                                                                                                                                                                                                                                                                                                                      | \$76.00                     |
| 16WRX       | CAB INTERIOR TRIM Deluxe<br><br><u>Includes</u><br>: "A" PILLAR COVER Molded Plastic<br>: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering                                                                                                                         | \$0.00                      |

| <u>Code</u> | <u>Description</u>                                                                                                                                                                          | <u>List</u><br>(USA DOLLAR) |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|             | : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket                                                                                        |                             |
|             | : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors                                                                                                                               |                             |
|             | : FLOOR COVERING Rubber, Black                                                                                                                                                              |                             |
|             | : HEADLINER Soft Padded Cloth                                                                                                                                                               |                             |
|             | : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section                                                                                                                            |                             |
|             | : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door                                                                                                                         |                             |
|             | : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console                                                                                                        |                             |
| 16WSK       | CAB REAR SUSPENSION Air Bag Type                                                                                                                                                            | \$0.00                      |
| 27DMA       | WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs                                           | \$47.00                     |
|             | <u>Includes</u>                                                                                                                                                                             |                             |
|             | : PAINT IDENTITY, FRONT WHEELS White                                                                                                                                                        |                             |
|             | <u>Notes</u>                                                                                                                                                                                |                             |
|             | : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5                                                        |                             |
| 28DMA       | WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs                                       | \$80.00                     |
|             | <u>Includes</u>                                                                                                                                                                             |                             |
|             | : PAINT IDENTITY, REAR WHEELS White                                                                                                                                                         |                             |
|             | <u>Notes</u>                                                                                                                                                                                |                             |
|             | : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5                                                        |                             |
| 29PAR       | PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint                                                                            | \$24.00                     |
| 29PAS       | PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint                                                                              | \$48.00                     |
| 29WAP       | WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel                                                                       | \$10.00                     |
| 29WAR       | WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels                                                 | \$15.00                     |
| 60AAG       | BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches) | \$531.00                    |
| 7372130121  | (4) TIRE, REAR 11R22.5 G182 RSD (GOODYEAR) 496 rev/mile, load range G, 14 ply                                                                                                               | \$220.00                    |
| 7372138108  | (2) TIRE, FRONT 11R22.5 G662 FUEL MAX (GOODYEAR) 497 rev/mile, load range G, 14 ply                                                                                                         | \$74.00                     |
|             | <b>Total of Product Features</b>                                                                                                                                                            | <b>\$91,086.00</b>          |
|             | Cab schematic 100GM                                                                                                                                                                         |                             |
|             | Location 1: 2303, Red (Std)                                                                                                                                                                 |                             |
|             | Chassis schematic N/A                                                                                                                                                                       |                             |
|             | <b>Total List Price Including Options:</b>                                                                                                                                                  | <b>\$91,086.00</b>          |
| 1           | Viking-Cives Quote 30430-1 Dated 8/16/2011                                                                                                                                                  | \$32,958.00                 |

**INTERNATIONAL®**

Vehicle Specifications  
2012 7300 SFA 4X2 (SA515)

August 17, 2011

Code

Description

List

(USA DOLLAR)

Total Body Allied:

**\$32,958.00**

| (USA DOLLAR)                                                             |             |             |
|--------------------------------------------------------------------------|-------------|-------------|
| Description                                                              |             | Price       |
| Net Sales Price:                                                         |             | \$98,028.00 |
| Memo Item(s):                                                            |             |             |
| Total Federal Excise Tax                                                 | \$0.00      |             |
| Total Taxes:                                                             | \$0.00      |             |
| Warranty:                                                                | \$900.00    |             |
| Body/Allied Equipment:                                                   | \$32,958.00 |             |
| Note: Memo item(s) shown here are included in the above Net Sales Price. |             |             |

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date





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

## QUOTATION

Quote ID: 30430-1

Page 1 of 3

**Customer:** International Truck & Engine Corp  
**Contact:** Joe  
**Address:** 900 South Hwy Drive  
 Suite 103  
 Fenton MO 63026

**Phone:** 636-343-6800  
**Fax:** 636-349-0335

**Quote Number:** 30430-1  
**Quote Date:** 8/16/2011  
**Quote valid until:** 9/30/2011  
**FOB:** Creve Coeur, MO  
**Lead Time:**  
**Salesperson:** Derek Wheeler

| QUANTITY | PART NUMBER   | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | UNIT PRICE  | AMOUNT      |
|----------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1        | M0935BASEWSTN | <p>MoDOT Heavy Duty Truck package for 35,000 GVW Truck includes:</p> <p>Truck provided back up alarm, 7 pole ABS light plug, and air lines to the rear, Diamond logic with chassis provide RPM</p> <p>Viking-Cives 10' Western Style dump body without cross members<br/>           24" sides with formed side brace<br/>           24" air operated double acting tail gate with manual override, and "D ring lifting loop<br/>           10-gauge sides and front<br/>           3/16" floor, tailgate, top rail, and rear corner posts<br/>           10" x 1/4" formed trapezoidal long sills<br/>           All Corten steel construction with 50,000# tensile strength<br/>           Four side mounted ( welded) ratchets for securing spreader<br/>           87.5" x 18" weld on cab shield constructed from 10 gauge Corten steel<br/>           Mountain electric operated load cover with aluminum arms, tension hoop with latch and 14' asphalt tarp<br/>           Whelen LED MoDOT safety lighting system with brush guard, "T" mounting brackets on cab shield and rear light boxes recessed in the rear corner post<br/>           LED body light system with (1) model 45 series light recessed in the corner post and (1) 45 series back up light under rear apron and marker lights in the rear post and corner of the cab shield, and wiring harness<br/>           Two 2-rung pull-out ladders with aligning grab handles (one on each side of each step)<br/>           Epoxy primer and MoDOT Yellow paint (IH4421), conspicuity striping per MoDOT pattern<br/>           Mailhot CS-90-4.5-3 DA cylinder with nitrated sleeves with external mount<br/>           Dump body hinge with formed pivot blocks<br/>           Combination hoist, reservoir, and valve enclosure mounting cradle<br/>           Swing down dual body props<br/>           Body raised indicator light in cab</p> <p>Certified Power Freedom ACS Control hydraulic system includes:<br/>           Crankshaft driven 100-series Rexroth load sense pump<br/>           Low oil and overheated oil shutdown with over-ride<br/>           Computer spreader and liquid control with ground speed orientation<br/>           Multiple "joystick" console with heads-up display of operator's functions<br/>           CAN Bus wire system, and on board diagnostics<br/>           All valves electronically proportional and in weatherproof enclosure<br/>           Valves for DA dump hoist, SA plow lift with float and DA plow reverse</p> | \$42,800.00 | \$42,800.00 |



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

## QUOTATION

Quote ID: 30430-1

Page 2 of 3

| QUANTITY | PART NUMBER | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | UNIT PRICE   | AMOUNT       |
|----------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
|          |             | <p>One piece manifold valve for conveyor, spinner, pre-wet and anti-ice</p> <p>Hydraulic powered Pre-wet pump with flow meter feed back, less tanks</p> <p>40-gallon oil reservoir mounted upright between cab and body on the passenger side</p> <p>Valve enclosure mounted upright between cab and body on the drivers side</p> <p>Hydraulic lines and cushion valve to front bumper on drivers side for plow lift and angle</p> <p>Hydraulic lines to street side rear rub rail for salt spreader with bulkhead mount, 1" return line, 3/4" conveyor line and 1/2" spinner line, all lines routed through rear bulkhead with 90 degree swivel fittings.</p> <p>Auxiliary hydraulic lines to the curbside rear rub rail, (3) 3/8" lines " with bulkhead mount. Lines are plumbed with a tee to the plow lift and plow reverse circuits</p> <p>Vehicle portion of Aero Quip 45 series compatible quick disconnects with dust covers on all hose ends</p> <p>Accessories:</p> <p>MoDOT designed front bumper with 2 1/2" SA lift cylinder for snow plow, bolted to truck frame with grade 8 fine thread bolts</p> <p>Truck Lite 645WK plow lights attached to aluminum fender brackets</p> <p>Buyers weatherproof 24" underbody tool box mounted on curb side</p> <p>Front and rear mud flaps with clamp style attachment on the rear flaps</p> <p>Premier 100NS 45-ton pintle hitch with 3/4" weld on plate, and B50 "D" rings</p> <p>Truck provided 7 pole light plug and air lines to the rear. Glad hands provided and shipped loose in cab</p> <p>Truck provided backup alarm</p> <p>Rear mount work light for spreader operation</p> <p>All equipment installed and fully operational with all parts to make a complete Heavy Duty Truck</p> <p>ABOVE ARE FEATURES OF THE STANDARD MODOT TRUCK UPFIT. BELOW ARE OPTIONS, MODIFICATIONS, ADDITIONS AND DELETIONS FROM THE STANDARD PACKAGE TO MEET CREVE COEUR'S SPECIFICATIONS AND NEEDS. PRICE REFLECTS THE SAME DISCOUNT STRUCTURE AS IS REQUIRED UNDER THE TERMS OF THE MODOT CONTRACT #3-070830.</p> |              |              |
| 1        | NPN         | Galion model 400U dump body with UD850DA underbody hoist per specs in lieu of the standard Modot body with head lift hoist. Includes electric Aero Model 550 Load Cover system with asphalt tarp, air release tailgate and cabshield. Painted red to match cab.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | (\$5,000.00) | (\$5,000.00) |
| 1        | NPN         | Install and paint red one row of 2" x 8" oak extension boards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$250.00     | \$250.00     |
| 1        | MOA3045     | No asphalt lip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | (\$200.00)   | (\$200.00)   |
| 1        | MOA3060     | Modot style pull out ladder with grab handle installed on the driver side only in lieu of each side                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (\$125.00)   | (\$125.00)   |
| 1        | MOA4005     | PH15 pintle hitch with 1/2" plate and 1/2" d-rings in lieu of Premier 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | (\$125.00)   | (\$125.00)   |
| 1        | MOA4010     | Electric brake control and 6-wire plug                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$180.00     | \$180.00     |
| 1        | MOA5005     | Hotshift PTO with gear pump and simultaneous functions of plow and spreader per specs in lieu of MoDot standard hydraulic package. Includes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (\$9,122.00) | (\$9,122.00) |



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

## QUOTATION

Quote ID: 30430-1

Page 3 of 3

| QUANTITY | PART NUMBER | DESCRIPTION                                                                                                                                                                    | UNIT PRICE   | AMOUNT      |
|----------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|
| 1        | MOA6035     | AS303 electric spreader controller and ML-100 electric prewetting system that automatically start and stop with truck's movement.                                              | \$200.00     | \$200.00    |
| 1        | MOA7000     | Front mount nylon winch binders and tailgate lock bar for material spreader in lieu of four winches                                                                            |              |             |
| 1        | MOA7005     | No toolbox                                                                                                                                                                     | (\$250.00)   | (\$250.00)  |
| 1        | MOA7010     | TMA hydraulic circuit off the double acting plow lift cylinder valve in lieu of auxilliary hydraulics.                                                                         | (\$100.00)   | (\$100.00)  |
| 1        | MOA7035     | Spreader couplers at rear hinge area in lieu of standard mounting                                                                                                              | (\$150.00)   | (\$150.00)  |
| 1        | NPN         | Economy VCM/Wheeler 4-oval lighting pkg in lieu of Whelen System. Includes two amber lights in rear corner post and two amber lights at a 45-degree angle in cabshield corners | (\$600.00)   | (\$600.00)  |
| 1        |             | 9' Super Duty plow with a Halogen light kit mounted on the frame in lieu of Modot hitch                                                                                        | \$5,200.00   | \$5,200.00  |
|          |             |                                                                                                                                                                                | Quote Total: | \$32,958.00 |
|          |             |                                                                                                                                                                                | Discount:    | \$0.00      |
|          |             |                                                                                                                                                                                | Total Due:   | \$32,958.00 |

### The following options may be added:

| QUANTITY | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|-------------|------------|--------|
|          |             |            |        |

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

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. number: |  |

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

This proposal creates an exact unit like the one we produced last except without spreader or road temp sensor.

I have allowed for the freight to deliver the completed unit or you can deduct the freight charge and pick it up like last time.

Thanks for this opportunity to quote.

Derek

**From:** Scott Saunders [scott.saunders4@yahoo.com]  
**Sent:** Tuesday, August 23, 2011 9:51 AM  
**To:** Dan Tierney; Ryan, Deborah  
**Subject:** Re: Arts Commission Chairman

Dan:

Great to see your interest in continuing to be involved in Public Art in Creve Coeur!

Although a date has not yet been set...the first order of business will be the holding of a Nominating Committee meeting (consisting of the Mayor, Council President and another Council Member appointed by the Council to represent them - in this case myself) to select the first Chair for the Creve Coeur Arts Commission.

Once the first Chair is appointed by the Council...he or she will then become the third member of a Nominating Committee (with the Mayor and Council President) that will then recommend the remaining members of the Commission to the Council for appointment.

I will pass your expression of interest on to our City Clerk (Debbie Ryan) for distribution to the Nominating Committee who will be meeting soon...as I assume that as the former Chair of the Public Art Task Force that you are willing to be considered for the position of Chair of the Creve Coeur Arts Commission?

Debbie can you please make sure that this is forwarded to the Mayor and Council Member Nealey?

Regards,  
Scott Saunders  
Ward 4 City Council

---

From: Dan Tierney <[dan@stlrac.org](mailto:dan@stlrac.org)>  
To: [scott.saunders4@yahoo.com](mailto:scott.saunders4@yahoo.com)  
Sent: Tuesday, August 23, 2011 9:16 AM  
Subject: Arts Commission Chairman

Dear Councilman Saunders,  
I would like to formally put my name in, for the chairman of the newly formed Creve Coeur Arts Commission. I recently served as the Chairman of the Public Art Task Force. Last night the Creve Coeur City Council voted to discontinue the task force and this move has left me with nothing to contribute to the city. I feel I can contribute to the Arts Commission through my

experience on the Task Force. I hope you or somebody you know can assist me in this communication of my intent.

I thank you for your consideration in this matter.

Dan Tierney  
224 Cuiseaux Ct.  
Creve Coeur, MO. 63141



**MINUTES OF A MEETING  
OF THE NOMINATING COMMITTEE  
SEPTEMBER 1, 2011  
9:45 A.M.**

A meeting of the Arts Commission Chair Nominating Committee was held on Thursday, September 1, 2011 starting at 9:45 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Mayor Dielmann called the meeting to order to consider an appointment of the Chair for the Arts Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

**Arts Commission Chair Committee**

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor  
Tara Nealey, Council President (via phone)  
Scott Saunders, Nominating Committee Member and Council Member

The following resumes/letters of interest were received by the City Clerk:

- Dan Tierney

Mayor Dielmann stated we have received one letter of interest from Dan Tierney and he personally interviewed/spoke with Mr. Tierney about his interest and qualifications as Chair of the Arts Commission.

Council Member Saunders stated that the City couldn't be luckier to have Mr. Tierney be a member of this community, interested in sharing his talents and holding the positions as the Director of the Regional Arts Commission.

Council President Nealey stated his record of service and dedication to a municipal arts program is clear from the work he completed with the Public Art Task Force.

Council Member Saunders stated we now have some great opportunities with the planning process and P & Z being involved to get more art in the City.

Council Member Saunders moved, seconded by Mayor Dielmann to recommend Dan Tierney to be appointed at Chair to the Arts Commission for a term of three years which expires June 30, 2014, with the vote upon such motion being as follows, to-wit:

Mayor Dielmann – Aye  
Council Member Saunders – Aye

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

The Nominating Committee Meeting adjourned at 9:49 a.m.

Attest:

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Deborah Ryan  
City Clerk

---

Harold Dielmann  
Mayor



August 8, 2011

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

Dear Mr. Perkins:

To begin with, let me convey to you Allied Waste's appreciation for the excellent working relationship we have established during our long association with you (personally) and your staff. Allied Waste would like to offer an extension to the existing contract. I hope that our service and relationship is viable to continue for the next three years. I also look forward to the council's support and positive vote to extend our solid waste agreement.

I am adding some changes to the existing contract;

- 1) Exclude multi family from the number of single family units, Current 5,520 Proposed 5,020.
- 2) Adjust the front load cost of the multi family; Current \$2,117.33 Proposed \$1,741.17
- 3) The July 2011 Increase of 4% brings current cost to \$15.66 trash and \$4.53 recycle, less 500 units brings the City savings to \$10,095.00 per month.
- 4) Total City cost savings per month for single family and multi family \$10,471.16.

In exchange for these enhancements, Allied Waste is requesting that the City accept a contract extension at 3% annual increase each calendar year (July 1<sup>st</sup>) ending on June 30<sup>th</sup> 2015.

We feel that Allied Waste has offered a very fair and favorable contract extension. I look forward to hearing the outcome of the vote of council and look forward to another long-standing relationship with you and your city.

Please let me know if you need any additional information. I look forward to hearing from you soon.

Sincerely,

Tony Lamantia  
Municipal Manager  
Allied Waste Services LLC.



## DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

**DATE:** August 18, 2011

**TO:** Mark Perkins, City Administrator

**FROM:** Jim Heines, Director of Public Works

**SUBJECT:** Allied Waste Contract Extension Proposal for solid Waste and Recycle Collection Services

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### Background

The City of Creve Coeur bid out solid waste and recycle collection services in 2007. The city received a total of three bids from Aspen Waste, Veolia, and one from Allied Waste who was awarded the 5-year contract for these services. During the bid process, proposed prices were submitted for a number of options such as rear yard pickup, curbside pickup, yard waste collection services, curbside recycling, 90-gallon trash toter rentals, resident shared cost billing options, etc. After a lengthy review process with committees, and Council, The following options were chosen by Council as items the city would pay for and the contract was awarded:

- Once a week rear yard residential trash collection service
- Once a week curbside residential recycle collection service with bags (toters would be provided to the residents by Allied Waste within two years)
- Once a week dumpster service to multifamily condominium residents.

The payment structure of the contract identified a monthly cost for services to each residence with a 4% maximum increase per year based on the Transportation CPI. The multifamily condominiums portion of the contract was set up to charge the city for each unit with the same resident fee and in addition, the cost to dump the dumpsters on that property.

Each year of the contract the inflation rate identified in the Transportation CPI has been 4% except 2009 where the inflation rate was 0%. A history of the cost to provide service to each residence and condominium from 2007 to present is attached for your convenience.

### Recent Developments

As you are aware, over the term of the Allied Waste contract, revenue source went flat while cost of operations continued to increase. City staff was faced with balancing budgets and accomplished this task by reducing the number of city staff members and trimming the budget wherever possible.

Over the past year it was determined that the staff levels and budgeted funding were at the minimum required; any further cuts would result in a reduction in services. This being said, staff proposed a 50/50 cost share with the residents for trash and recycle services.



As an alternative the Council proposed a ¼ cent sales tax increase to help assist with the increasing cost of services. The tax increase was passed by residents in November 2010. This additional revenue will help balance the current and future budgets.

### Allied Waste Contract Extension Proposal

Early this year Allied Waste submitted an official proposal to extend the current solid waste and recycle collection contract passed the June 30, 2012 termination date. Since the initial submission city staff has been negotiating with Allied Waste to draft a proposal that would be beneficial to both Allied Waste and the City of Creve Coeur. This final draft (attached) appears to meet those conditions. Changes to the current contract are summarized below:

#### Benefits to the City

1. The city is currently being charged for each unit of the multifamily condo buildings as part of the residential rate plus dumpster rental. The contract extension proposal eliminates the unit based fee on all 500 condominiums. The city will only be charged for the dumpster services on the multifamily building properties.
2. Allied Waste has discounted the unit cost for dumpster service to the multi-family condominium buildings. This reduction will result in a cost savings of \$376.16 per month.
3. An inventory of the number and size of the dumpsters at each location was performed so an accurate billing of usage could be submitted. In addition, Allied Waste has discounted the rate to empty some of the dumpsters at the multifamily building locations.
4. Although the current contract provides for a rate increase determined by the Transportation CPI with a 4% maximum increase, the city has experienced a 4 % increase 4 out of the 5 years of the contract. Allied Waste is proposing a guaranteed 3% increase which will not fluctuate.

#### Benefits to Allied Waste

1. As mentioned in the benefits to the city Allied Waste is proposing a guaranteed 3% increase. This is a guaranteed 3% increase rather than a fluctuating increase with a 4% cap.
2. Allied Waste is requesting a 3-year extension to the current 5-year contract. This will ensure that Allied Waste will be the city's refuse hauler through June 30, 2015.

### Recommendation

City staff has not only reviewed the Allied Waste proposal, we have also completed our own inventory of dumpsters and number of multifamily units and concur with the quantities referenced in the Allied Waste Proposal.

In summary, the Contract Extension Proposal from Allied Waste will provide the same level of service to the resident of Creve Coeur at a lower cost for three additional years. As you can see on the attached spreadsheet, the current annual cost for the Allied Waste services is \$1,364,400 and agreeing to this proposal will save over \$10,000 per month immediately. The long term projection reflects that over the term of the extension, the cost of the Allied Waste services will remain lower than today's costs.

Public Works staff recommends accepting the Allied Waste proposal to extend the contract.

## Trash Contract Cost Under Current Contract and Proposed Extension

### Allied Waste Contract Cost History 2007-2012

Based on Residential property quantity of 5520 homes

| Item                             | FY2008          | FY2009 (4%)     | FY2010 (0%)     | FY2011 (4%)     | FY2012 (4%)     |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Rear Yard Trash Pickup           | \$ 13.92        | \$ 14.48        | \$ 14.48        | \$ 15.06        | \$ 15.66        |
| Curbside Recycle Pickup w/bags   | \$ 3.82         | \$ 3.97         | \$ -            | \$ -            | \$ -            |
| Recycle Bags Delivered           | \$ 0.68         | \$ 0.71         | \$ -            | \$ -            | \$ -            |
| Curbside Recycle Pickup w/toters | \$ -            | \$ -            | \$ 4.20         | \$ 4.37         | \$ 4.54         |
| Condo Dumpster Service           | \$ 3,100.00     | \$ 2,318.00     | \$ 2,318.00     | \$ 2,374.00     | \$ 2,196.00     |
| Annual Cost to City              | \$ 1,257,340.80 | \$ 1,296,974.40 | \$ 1,265,179.20 | \$ 1,315,531.20 | \$ 1,364,400.00 |

### Contract Extension Proposed Cost

Based on Residential property quantity of 5020 homes

| Item                             | FY2012          | FY2013 (3%)     | FY2014 (3%)     | FY2015 (3%)     |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|
| Rear Yard Trash Pickup           | \$ 15.66        | \$ 16.13        | \$ 16.61        | \$ 17.11        |
| Curbside Recycle Pickup w/toters | \$ 4.54         | \$ 4.68         | \$ 4.82         | \$ 4.96         |
| Condo Dumpster Service           | \$ 1,741.41     | \$ 1,793.41     | \$ 1,847.21     | \$ 1,902.63     |
| Annual Cost to City              | \$ 1,237,744.92 | \$ 1,275,115.32 | \$ 1,313,109.72 | \$ 1,352,328.36 |



## INTEROFFICE MEMORANDUM

**Date:** September 1, 2011

**To:** Mark Perkins, City Administrator  
**From:** Jaysen Christensen, Assistant to the City Administrator  
**Subject:** Trash and Recycling Survey

---

The attached spreadsheet shows the results of a 16-city survey on trash and recycling rates. Each city's trash and recycling contract is based on different levels of service, which is important to keep in mind when comparing the rates. For example, 12 of the 16 cities contract for curbside collection only, while Clayton, Creve Coeur Frontenac, and Ladue contract for rear yard collection.

There are also differences among the cities that contract for rear yard service. Recycling is collected in the rear yard in Clayton, Frontenac, and Ladue while Creve Coeur's recycling is collected at the curb. Further, yard waste collection is built in to Clayton's and Ladue's rates while this is a separate and additional charge for Creve Coeur and Frontenac. A summary of current rates per household from neighboring cities is provided in the tables below.

### Rear Yard Pickup

| City        | Contractor | Yard Waste     | Schedule    | 2011/12 Monthly Rates |
|-------------|------------|----------------|-------------|-----------------------|
| Clayton     | Allied     | Included       | 1 x Wk Rear | \$ 21.62              |
| Creve Coeur | Allied     | + 9.75/month   | 1 x Wk Rear | \$ 20.20              |
| Frontenac   | Allied     | + \$9.00/month | 1 x Wk Rear | \$ 21.43              |
| Ladue       | Allied     | Included       | 1 x Wk Rear | \$ 30.25              |

### Curbside Pickup

| City             | Contractor | Yard Waste    | Schedule    | 2011/12 Monthly Rates |
|------------------|------------|---------------|-------------|-----------------------|
| Ballwin          | Allied     | Included      | 1 x Wk Curb | \$ 19.33              |
| Chesterfield     | Allied     | + 13.81 Month | 1 x Wk Curb | \$ 12.74              |
| Creve Coeur*     | Allied     | Not Included  | 1 x Wk Curb | \$ 14.62              |
| Des Peres        | IESI       | Included      | 1 x Wk Curb | \$ 18.20              |
| Maryland Heights | Allied     | Included      | 1 x Wk Curb | \$ 18.81              |
| Olivette         | Allied     | Not Included  | 1 x wk Curb | \$ 19.08              |

\* quoted price if City were to eliminate rear yard pick up.

It may appear on the surface that Clayton's rate is significantly lower than the other three rear-yard cities considering that yard waste is built in to its rate. However, it should be noted that this is a per-household rate, and only 37% of Clayton households are single family homes. The remaining households are multi-family condominiums and

residential high-rises, which are included in Clayton's contract and are much easier and more efficient for the contractor to service. In comparison, Creve Coeur comprises 90% single-family units and 10% condominiums. Additionally, most of Clayton's rear yard collection is serviced through alleyways, which also greatly increase the hauler's efficiency.

### 2007 Bids

It may also be of value to consider the 2007 bids that the City received from other haulers. The rates in the table below are for rear-yard service and curbside toter service as submitted to the City in March 2007. A 4% rate increase was applied to the rates of each hauler for each year beginning in the second year, except for the 2009/10 year in which Allied Waste did not increase rates as a result of a flat consumer price index.

| YEAR    | ALLIED WASTE | VEOLIA   | ASPEN WASTE |
|---------|--------------|----------|-------------|
| 2007/08 | \$ 17.96     | \$ 23.50 | \$ 24.42    |
| 2008/09 | \$ 18.68     | \$ 24.44 | \$ 25.40    |
| 2009/10 | \$ 18.68     | \$ 24.44 | \$ 25.40    |
| 2010/11 | \$ 19.43     | \$ 25.42 | \$ 26.41    |
| 2011/12 | \$ 20.20     | \$ 26.43 | \$ 27.47    |

I would be happy to provide any additional information that would be helpful.

Attachment:

- 2011 Trash and Recycle Survey Results

#### Rear Yard Pickup

| City        | Contractor | Yard Waste                      | Schedule    | Bill        | 2011/12  | Notes                                                                                                        |
|-------------|------------|---------------------------------|-------------|-------------|----------|--------------------------------------------------------------------------------------------------------------|
| Clayton     | Allied     | Included                        | 1 x Wk Rear | City        | \$ 21.62 | Only 37% of Clayton's 6,064 residential dwelling units are single family. Rear alleyways improve efficiency. |
| Creve Coeur | Allied     | + 9.75/month<br>(resident pays) | 1 x Wk Rear | City        | \$ 20.20 |                                                                                                              |
| Frontenac   | Allied     | + \$9.00/month                  | 1 x Wk Rear | R to Hauler | \$ 21.43 | Recycling and trash both collected in backyard.                                                              |
| Ladue       | Allied     | Included                        | 1 x Wk Rear | R to Hauler | \$ 30.25 | Recycling and trash both collected in backyard.                                                              |

#### Curbside Pickup

| City         | Contractor | Yard Waste    | Schedule    | Bill        | 2011/12  | Notes                                                                                                                                              |
|--------------|------------|---------------|-------------|-------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Ballwin      | Allied     | Included      | 1 x Wk Curb | R to Hauler | \$ 19.33 |                                                                                                                                                    |
| Chesterfield | Allied     | + 13.81 Month | 1 x Wk Curb | R to Hauler | \$ 12.74 | Optional yard waste requires minimum 3 month contract. Most residents compost or only contract for 3-4 months of summer. Very few have year round. |
| Crestwood    |            | Included      | 1 x Wk Curb |             | \$ 17.75 |                                                                                                                                                    |
| Creve Coeur* | Allied     | Not Included  | 1 x Wk Curb | City        | \$ 14.62 |                                                                                                                                                    |
| Des Peres    | IESI       | Included      | 1 x Wk Curb | City        | \$ 18.20 |                                                                                                                                                    |
| Ferguson     | Allied     | Included      | 1 x Wk Curb | R to Hauler | \$ 23.42 | Recycling optional - cost is \$17.85/month w/o recycling                                                                                           |
| Kirkwood     | City       | Not Included  | 1 x Wk Curb | R to City   | \$ 17.06 | 29.86/month for rear yard                                                                                                                          |
| Maplewood    | Allied     | Not Included  | 1 x Wk Curb | City        | \$ 14.35 | Recycling optional - cost is \$10.80/month w/o recycling                                                                                           |

|                  |            |               |             |             |    |       |  |
|------------------|------------|---------------|-------------|-------------|----|-------|--|
| Maryland Heights | Allied     | Included      | 1 x Wk Curb | City        | \$ | 18.81 |  |
| O'Fallon MO      | City       | +\$7.50 Month |             | R to City   | \$ | 11.48 |  |
| Olivette         | Allied     | Not Included  | 1 x wk Curb | City        | \$ | 19.08 |  |
| University City  |            | Included      | 1 x WkCurb  |             | \$ | 16.03 |  |
| Webster          | Waste Mgmt | Included      | 1 x WkCurb  | R to Hauler | \$ | 19.45 |  |

\* quoted price if City were to eliminate rear yard pick up.



CITY OF CREVE COEUR, MISSOURI

**SPECIFICATIONS AND BID DOCUMENTS  
FOR  
RESIDENTIAL  
SOLID WASTE, YARD WASTE, AND  
RECYCLABLE WASTE  
COLLECTION, REMOVAL, AND DISPOSAL BID  
FOR 2007-2012**

Sealed Bids To Be Publicly Opened 2:00 P.M., Thursday, March 15, 2007

City of Creve Coeur  
300 North New Ballas Road  
Creve Coeur, MO. 63141  
Mr. Robert E. Gunn, P.E.  
Director of Public Works  
FEBRUARY 15, 2007

## REQUEST FOR BIDS

Sealed bids submitted in accordance with Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement will be received by the Department of Public Works, to the attention of Robert E. Gunn, P.E., Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141, until 1:55 p.m., CDT, Thursday, March 15, 2007; when they will be publicly opened at 2:00 p.m. in the Public Works Conference Room for the following:

**Collections, Removal, and Disposal of Residential Solid Waste, Yard Waste, and Recyclable Waste in the City of Creve Coeur for the period July 1, 2007 through June 30, 2012.**

The City reserves the right, in its sole discretion, to reject any and all bids or to hold all bids for up to ninety (90) days, and to waive all informalities or irregularities in the bids received, and to accept such bid that is advantageous, in the best interest, beneficial or expeditious to the City. No Bid may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of bids even if no action is taken by the City on the bids within that time. No low bidder shall have a business expectancy merely because their bid is the lowest one received; until the contract has been awarded, no business expectancy exists. Bids may be corrected for clerical or typographical mistake prior to acceptance, but not mistake of judgment. Bids may be considered unresponsive if they contain a material defect or deviation. Bidding documents are available in the Department of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141.

A pre-bid meeting will be held on Thursday, February 22, 2007, at 2:00 PM, CDT in the Public Works Conference Room, 300 N New Ballas Road, Creve Coeur, MO 63141, to discuss the documents that are part of the bid package. All prospective bidders should review the information included in the bid packet, attend the meeting and be prepared to ask questions which will clarify the requirements of the City with regard to the services to be provided.

The City of Creve Coeur strives to comply with the American with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact our office at least 48 hours in advance at City Hall 314-872-2533 (V/TDD).



**INSTRUCTIONS TO BIDDERS**

1. Sealed bids will be received by the Department of Public Works to the attention of Robert E. Gunn, P.E., Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141, until 1:55 p.m., CDT, Thursday, March 15, 2007.
2. Bids must be submitted in a sealed envelope marked "RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING WASTE COLLECTIONS".
3. Bidders may submit bids for all services or any one type of collection service. If the bidder proposes to subcontract a portion of the contract, Appendix B should be completed for each subcontractor. The City reserves the right to award the entire contract to one bidder or to split the contract and award to multiple bidders if it is in the best interest of the City.
4. Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of bids.
5. Each proposal shall be made on the attached Bid Form Proposal, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, type of equipment and anticipated replacement schedule of such vehicles and equipment.
7. Each bidder shall, on separate sheet, provide the number of employees who will render service to the City of Creve Coeur, and number of employees to be used on each collection vehicle.
8. Each bidder shall complete and submit the attached non-collusion agreement.
9. Each bidder shall provide a list of references of municipal contracts for waste collections in effect within the last five (5) years, using Appendix A. Each bidder must be qualified by experience, adequate financing, and equipment to do the work called for in the contract. The City strongly desires a provider with governmental experience. Providers with the desired experience should include a letter from a governmental unit certifying that the respondent has been the provider of (specify whether complete or applicable category(ies) of) residential waste collection services for (specify number) years in an area that contains (specify number) household units or a population of (specify number).

10. Each bidder shall, on an attached sheet, provide a description of their Solid Waste, Yard Waste, and Recyclable Waste collection operation. Those bidders for recyclables will identify how the materials will be recycled and a brief description of the containers provided by the contractor to the residents, per the specifications.
11. Each bidder shall, on an attached sheet, provide a list of charges for various size dumpsters as described in the specifications regarding condominium buildings.
12. Each bidder shall, on an attached sheet, provide a list of charges for additional collections, per size container/dumpster, for buildings desiring extra pick-ups on a weekly basis. The prices submitted will be fixed during the life of the City-Contractor Agreement, subject to CPI adjustment as specified herein.
13. Each bidder shall submit a comprehensive list of all landfills and recycling centers to be utilized and any contingency plans in the event such landfills or centers shall be closed. Along with the list, the bidder shall submit a commitment from the landfills and recycling centers that sufficient capacity exists for the disposal of the City's solid waste, recyclables, and yard waste for the next three years. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.
14. A performance bond or escrow in lieu of a performance bond acceptable to the City will be required from the successful bidder as described in the specifications.
15. The City may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. Bidders shall provide notice as required by Section 260.208 RSMo.
16. It is the intent of the City to award the City-Contractor Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. However, the City reserves the right to accept the bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City of Creve Coeur reserves the right to waive irregularities, reject any or all bids or to hold bids for up to ninety (90) days and to award the bid in the best interest of the City. The City shall have the right to reject a Bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to re-bid the Work at a later date if all Bids are rejected.
17. The City shall have the right to accept alternates in any order or combination, and to determine the lowest and best bidder on the basis of the sum of the base bid and the alternates accepted.
18. Each bid must be accompanied by a security deposit of \$100,000 in the form of a certified check, a cashier's check or bid bond payable to the City of Creve Coeur. All

such bid bonds or funds will be returned to the respective unsuccessful bidders without interest within one hundred twenty (120) days after the bids are opened. The bid security of the successful bidder will be returned without interest when the City-Contractor Agreement is executed and a satisfactory performance bond is delivered to the City of Creve Coeur.

19. Should the successful bidder fail or refuse to execute the performance bond and the City-Contractor Agreement required within the ten (10) days after receipt of notice of acceptance of bid, that bidder shall forfeit to the City of Creve Coeur the security deposited with the bid as liquidated damages for such failure or refusal and the bid acceptance shall be deemed cancelled at the City's option.
20. Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Bidders may request clarification or interpretation of the bidding documents by written request, which shall reach the City at least ten (10) days prior to the date for receipt of bids.
21. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon at the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to Robert E. Gunn, P.E., Director of Public Works, at 300 N New Ballas Road, Creve Coeur, MO 63141; no later than ten (10) days prior to the date of receipt of bids. Interested bidders are instructed not to direct any questions to any other parties or entities in the City of Creve Coeur. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of bidding documents. No addenda will be issued later than four (4) days prior to the date for receipt of bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids. Prior to submitting the bid, each bidder shall ascertain that they have received all addenda issued, and shall be deemed to have received same regardless of whether they acknowledge receipt of all such addenda in the bid.
22. It may be to the advantage of the bidder to briefly state additional information they believe is pertinent to the evaluation of their bid.
23. A bidder may submit an alternate proposal on an attached sheet of paper. The alternate proposal must be submitted with the bid.
24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

## SPECIFICATIONS

The waste collections service shall conform to all City ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

**1. Definitions** - Whenever the terms “solid waste”, “yard waste” or “recyclables” are used in these specifications, they shall be construed as follows:

- a. **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or pets. Solid waste does not include dead animals or unprocessed animal parts. It includes: hard cover books, sawdust, shavings, pieces of cutting, tin cans, tin ware and other metallic items and materials, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment of such weight, dimension, size and shape that they can be handled by one man, and all other useless, rejected and cast off matter, except as herein provided, which are produced by and accumulated in households. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of any kind. Solid waste shall not include infectious waste as defined by state law (section 260.200 RSMo). Solid waste shall not include: ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all wasted or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structure, walls roofs, roads streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal; provided, however, that debris resulting from remodeling, repair or reconstruction of any single family residential dwelling unit by the occupants (not builders) may be removed if properly placed in acceptable containers which containers are not heavier than can be handled by one man.

- b. **Recyclables – Single Stream Material:** (Changes to the below list will require written approval from the City)

**Containers:**

- Glass bottles and jars – (clear, brown, green). Does not include window glass, dinnerware or ceramics.
- Aluminum and metal food and beverage cans.
- Aluminum trays & foil
- Aseptic packaging & gable top containers (milk and juice cartons)
- Steel cans and tins (including aerosol)

**Plastics:**

- **#1 PET:** Soda, milk, water, & flavored beverage bottles (#1 clear and green plastic resin)
- **#2 HDPE:** Milk & Juice Jugs (#2 clear plastic resin)
- **#2 HDPE:** Detergent & fabric softener containers (#2 colored plastic resin).
- **#3 PVC:** Narrow neck containers only (#3 plastic resin). Examples include health & beauty aid products, household cleaners.
- **#4 LDPE:** Grocery containers (#4 plastic resin). Examples include margarine tubs, frozen desert cups, six and twelve pack rings.
- **#5 PP:** Grocery containers (#5 plastic resin). Examples include yogurt cups, and narrow neck syrup and ketchup bottles.
- **#7 OTHER:** Plastic resin grocery – narrow neck containers only.
- **Plastic Buckets:** Examples include such as kitty litter containers (5 gallon size maximum).

**Paper:**

- **Newspaper, including inserts** (remove plastic sleeves)
  - **Cardboard** (no waxed cardboard)
  - **Kraft** (brown paper) **Bags**
  - **Magazines, Catalogs and Telephone Books, Office Paper, Carbonless forms, Brochures, Notes, Message papers, Legal pads, Steno pads, Adding machine tape, Computer Paper, File folders, Instruction manuals, Notebook, Colored and Coated paper, Gift Wrap Paper, etc** (no metal clips, spirals, binders)
  - **Chipboard** (cereal, cake & food mix boxes, gift boxes, etc.)
  - **Carrier Stock** (soda & beer can carrying cases)
  - **Mail, Junk Mail & Envelopes** (no plastic cards, stick on labels or unused stamps)
  - **Paperback Books** (no hard cover books)
- c. Yard waste: means yard waste that will fit in a lidded trash can or biodegradable paper bag. Yard waste includes, but is not limited to, grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, tree limbs or other tree/shrub materials. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 2-feet in diameter). Yard waste does not include dirt, rocks, or root balls.
- e. Residential Containers - Solid waste refuse shall be stored in standard trash containers as per City and County ordinances. Yard waste shall be stored in unlined standard containers or in biodegradable paper bags, supplied by resident or 95-gallon container provide by Contractor as described below. Recyclables shall be stored in either Contractor-provided plastic bags or plastic containers with lids, to be provided by the Contractor.

## 2. Solid Waste and General Requirements

- a. Rear Yard Collection - The Contractor shall provide solid waste collection, removal and disposal services to all residential dwellings (including condominiums that do not use dumpsters as described below) within the corporate limits of the City of Creve Coeur. There shall be once-a-week collection of solid waste from the rear of the premises. The premises must be served from the street and driveway and the designated collection point shall be as close to the rear wall of the building as possible and at a place that is easily accessible to the collector. On collection days all containers and items of solid waste shall be placed at the designated collection point. The Contractor will not be required to collect solid waste from the inside of buildings. All solid waste collected shall be immediately removed by the Contractor from the City of Creve Coeur. Residential units are not limited to the number of solid waste containers for weekly pick-up. Co-mingling of solid waste, yard waste, and recyclables will not be allowed. The pick-up of solid waste, recyclables, and yard waste from a single premise is required to be on the same day.
- b. Curb Collection (Alternate Bid) – Curb collection shall be defined as collection of solid waste at one location at the curb fronting each residence stored in specified bags or containers each weighing under sixty pounds.
- c. Resident Billing (Alternate Bid) – In the event the City of Creve Coeur shall determine that payment for all or part of the cost of basic residential solid waste service, recycling or yard waste shall be paid by residents, the Contractor shall bear the burden of preparing, mailing and collecting said user fees, including assumption of bad debt, and may add the proposed additional charges to the cost of basic services provided in the contract. Charges to residents shall accrue monthly and be billed quarterly. The contract shall be revised as necessary to comply with the Hancock amendment.
- d. Handicap/Disabled Residents Pickup (Alternate Bid-Service provided to all who qualify) – In the event the City of Creve Coeur shall determine that basic solid waste service is to be curb side pick-up, the Contractor shall nonetheless provide rear yard collection service to physically disabled residents at no additional charge to City or such residents. Such residential disposal service shall be provided at the rear as defined above when the recipient of the service is not capable of placing containers at the curbside or street right-of-way because of physical disability. The Handicap Pickup service/collections will be considered incidental to the contract. Bidders are to provide reasonable procedures for residents to apply for and qualify for this discount. The Contractor shall be responsible to verify that a disabled discount recipient is a resident and there are no non-qualifying adult occupants. Contractor's procedures should include:



- i. **Qualifications for Eligibility** – Resident submits a doctor’s letter verifying the level of their disability. Confidentiality of medical information shall be preserved as required by law.
  - ii. **Enrollment Period** – Residents can enroll for this service at anytime throughout the year (unlimited enrollment period) for duration of disability. Contractor may verify eligibility annually in its discretion.
- e. Senior Citizens Discount Program (Alternate Bid-Service provided to those who qualify) – In the event the City of Creve Coeur shall determine that payment for all or part of the cost of basic residential solid waste service shall be paid by residents and that the city’s basic solid waste service is curb side pick-up with a resident upgrade to rear pick-up, a senior citizen discount will be made available. Residents participating in the program shall receive a twenty percent (20%) discount on **ONLY** the amount billed to them for the upgraded service fee for rear pick-up. The Senior Citizens Discount will not apply to the cost of yard waste collection, special pickups or recycling. The Senior Citizens Discount will be considered incidental to the contract. According to the 2000 Census, the percentage of the City’s population from 45 to 54 was 15.8%, 55 to 59 was 6.7%, and the population above the age of 60 was 24.7 %. Bidders are to provide reasonable procedures for residents to apply for and qualify for this discount. Contractor shall be responsible to verify that all adult occupants of a residence are eligible for the discount. Contractor’s procedures should include:
  - i. **Qualifications for Eligibility** – Resident submits proof verifying that they are 60 years of age or older. Examples include, driver’s license, birth certificate.
  - ii. **Enrollment Period** – Residents can enroll for the discount at anytime throughout the year (unlimited enrollment period).
- f. Annexation – In the event of an annexation by the City of Creve Coeur, the Contractor shall immediately offer services to all single-family residential homes and condos within said annexation area at the approved contract costs to be billed and collected by the Contractor at the same per-residence cost as services are provided to the balance of the City under this contract.
- g. Collection Vehicles - Contractor shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded. If any collection vehicles leak on the City of Creve Coeur’s streets or private property, the Contractor is responsible for the immediate cleanup, to the satisfaction of the Director of Public Works. Failure to cleanup leaks

which includes but is not limited to liquid or solid waste spoils, engine oil, fuel, hydraulic fluid, etc. in a proper and timely manner will result in liquidated damages as stated in the contract.

- h. Twelve-Month Rental of Residential Containers – The Contractor will offer an optional twelve-month rental for a 95-gallon toter with wheels for weekly residential solid waste pickup. The Contractor will be required to maintain the toters in good condition (i.e. no holes, remove graffiti, replace broken or missing lids, replace missing or damaged wheels, etc.), as determined by the Director of Public Works. Contractor shall bill the resident quarterly for this service.

### 3. Recyclables

- a. Resident Recyclable Collection In Plastic Bags – Recyclables are to be picked up once a week in Contractor-supplied clear 1-½ mil thick plastic bags printed with the City logo, from the curb line. Refer to recyclables as defined in the definitions for those items that are recyclable. Price of the clear 1-½ mil thick plastic bags printed with the “allowable recyclables” and the City logo will include delivery to each home. Contractor will deliver one or more rolls of bags to each home per year. Contractor is required to provide one bag per residence per week. City to approve bag design, size, “allowable recyclables” text, and City logo. City to provide logo artwork in suitable format.
- b. Resident Recyclable Collection In Plastic 65-Gallon Wheeled Toters with Lid (Alternate Bid) - Recyclables are to be picked up once a week in Contractor-supplied containers, not to exceed sixty-five (65) gallons, from the curb line. Refer to recyclables as defined in the definitions for those items that are recyclable. Contractor is to provide in the bid documents a written procedure and timeline to deliver plastic toters to each single family home in the City. The Contractor is encouraged to apply for available grant funding to lower the cost of providing each residence a plastic toter. City staff will assist the Contractor during the grant application process if requested by the Contractor. Under this alternate, the City will require all toters to be delivered by the start of the 3<sup>rd</sup> year of the contract. City will pay for up to the first two (2) years of plastic bags at the bid price (Item II, 1c of the Bid Form) while the Contractor seeks grant funding and orders the recycle toters. The toters will include: construction of a heavy-duty plastic body, wheels, “allowable recyclables” text printed on lid and utilize a close/tight-fitting hinged lid. City will have final approval of toter manufacturer and color of toter.



#### 4. Yard Waste

- a. Christmas Tree Disposal – The Contractor will be required to pick-up Christmas trees at the curb during the month of January on the residents' regular yard waste collection day. One yard waste tag is required per Christmas tree.
- b. Yard Waste - The Contractor is to pick up, **once a week, throughout the entire year**, yard waste in biodegradable bags with tag attached or loose in City-approved containers with lid(s). A yard waste tag may be attached to the lid or the handle (resident's choice), of each container per use (Contractor to remove). Limbs can be bundled as described above with a yard waste tag and placed at the curb for pick-up.
- c. Yard Waste Tag Program – The Contractor will provide for residential purchase, a yard waste tag, design to be approved by the City, to be sold at the City government center and at least one City -approved local merchant (i.e. Dierbergs and/or Schnucks). The Contractor will be required to collect yard waste if the resident attaches a tag to the bag, bundle or container. If the resident registers a complaint that their yard waste was missed, whether or not a tag was posted, the Contractor will be required to abate the complaint in accordance with the Customer Service Standards provision, described in these specifications, but the resident will need to provide the tag(s).
- d. Yard Waste Pre-Paid Bag Program – The Contractor will provide for residential purchase a pre-tagged/printed yard waste bag to be sold at the City government center. The Contractor will be required to collect yard waste if the resident uses the pre-tagged/printed bag. If the resident registers a complaint with the City that their yard waste was missed, the Contractor will be required to abate the complaint in accordance with the Customer Service Standards provision, described in these specifications.
- e. Yard Waste 12-month Contractor- Provided Toter Program – The Contractor will offer a twelve-month, weekly pickup, unlimited quantity, yard waste collection, to be paid for by the resident. As part of this contract, Contractor will provide a 95-gallon toter to the resident, for unlimited yard waste pickup. This twelve-month contract will not require any tags or pre-paid bags for any additional yard waste that does not fit in the Contractor-provided container. Christmas tree disposal (limit 2) will be at no additional charge to participants of this program. The resident will be required to use the biodegradable paper bags or other City- approved resident-provided containers for the additional yard waste. The Contractor will be required to collect yard waste if the resident places containers at the curb/street side for pickup. If the resident registers a complaint with the City that their yard waste was missed, the Contractor will be required to abate the complaint in accordance with the Customer Service

Standards provision, described in these specifications. Contractor shall bill the resident quarterly for this service. Current contractor has 216 (as of November 2006) homes using this program.

- f. Yard Waste Program Transition - In the event the City chooses a different contractor from the firm currently under contract, the new Contractor agrees to assist in the transition from one firm to another by honoring all yard waste tags and/or pre-paid collection bags purchased by residential units from the current Contractor until December 31, 2007. Similar transition will apply at the end of this contract.

## 5. Dumpsters

- a. Residential Dumpster Pricing - The Contractor will provide dumpsters as required to provide service to multi-family condominium buildings where individual containers are not used. Some of the containers belong to the condos and others belong to the present hauler, i.e. Allied Waste Services. The bidders are advised of this situation so that they are prepared to furnish the containers at locations where the present containers belong to the present contractor. The Contractor is required to perform maintenance on condominium-owned containers/dumpsters at no cost to the City or condominium. Such maintenance will be considered incidental to the contract. The Contractor will be required to maintain all dumpsters (both Contractor and condominium owned) in good condition (i.e. no holes, remove graffiti, replace broken or missing lids, replace missing or damaged wheels, etc.), as determined by the Director of Public Works. Replacement dumpsters are required to be delivered within ten working days after written request is submitted to Contractor.

Each bidder shall indicate the charges of various size dumpsters, to be emptied a minimum of once a week. The cost for these dumpsters will be billed directly to the City as part of this contract, but alternate billing to condos should be included in the response (see 2c above). A detailed listing of the number of dumpsters, sizes and locations is included in the bid form.

- b. Condominium Building Extra Collection Pricing - The cost for extra collections will be billed directly to the manager of the building using this service in accordance with the prices quoted with the list submitted as required in the bid documents.
- c. City Owned Facilities - The Contractor will be required to provide solid waste, yard waste, and recyclable collection services to all City-owned facilities at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide the following dumpsters and collection schedule as outlined below (season refers to 3/15 to 11/15):

- i. City Government Center – 300 N New Ballas Road, one – 6CY dumpster (solid waste) collected three times a week; one – 2CY dumpster (recycle) collected once a week.
  - ii. Municipal Garage – 996 East Rue De La Banque Drive, one – 4CY open top roll-off dumpster (solid waste) collected once a week; and one – 6CY dumpster (yard waste) collected twice a week in season, collect once a week out of season.
  - iii. Millennium Park – 902 Mason Road , one- 2CY dumpster (solid waste) collected once a week – and one– 1CY dumpster (recycle) collected daily in season, collect once a week out of season.
  - iv. Dielmann Recreation Center Ice Rink/Golf Course – 11400 Old Cabin Road, one – 4CY dumpster (solid waste) collected daily in season, collect once a week out of season.
  - v. Beirne Park – 10630 Countyview - one -3CY dumpster (solid waste) collected once a week.
  - vi. City Street Sweeping Program – two -30CY dumpsters (solid waste), collected when filled, at various locations during street sweeping contract (as directed by the City).
- d. Special Events – The Contractor will be required to provide solid waste, and recyclable collection services for City-sponsored special events (up to three events per fiscal year, but an event may run for multiple days), at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide dumpsters and/or totes two days before the events at locations designated by the Director of Public Works. All dumpsters and totes to be removed by the Contractor before 7:00 AM on the Monday after a weekend event or within 24 hours of a weekday event.

## 6. Customer Service

- a. Customer Service Standards - All complaints (including missed pick-ups) received by the Contractor directly from residents or from the City before 2:00 p.m. shall be abated by 5:00 p.m. on the day the complaint was received. All complaints received after 2:00 p.m. shall be abated by 12:00 p.m. the following calendar day. The Contractor shall follow-up all complaints by speaking with each complainant (or other responsible representative of the complainant) to insure that the complaint has been resolved to the satisfaction of the complainant. The Contractor shall maintain a daily log of all complaints received and time that complaint was abated; furthermore, the Contractor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month. The City will also maintain a complaint log.
- b. Customer Service Center - The Contractor will operate and maintain a Customer Service Center (CSC) with telephone lines dedicated for use by City residents and the City and subject to the following minimum

standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; and 8:00 a.m. and 12:00 noon on Saturday. During such time, all calls must be answered by a trained Customer Service Representative (CSR) – the system must answer the call within 5 rings and a customer shall not be on hold for more than 60 seconds; All complaints must be given prompt and courteous attention; 2) during all other times, calls to the CSC will be received by an answering service or machine, to be returned by noon of the next business day; 3) all CSRs are required to give their first name and id number when answering a call; 4) supervisory personnel must respond to any request for intervention within two hours of the request; 5) the Contractor shall implement procedures whereby complaints can be received via fax and e-mail, with the same response time as telephone calls; 6) the use of E-mail by the Contractor is **REQUIRED** for efficiency and a higher standard of service. The Contractor shall use the existing City procedure to send and receive e-mails from City staff; 7) Contractor is required to have at least two trained staff members to assist with customer service for this contract. Names of the contractor's trained personnel will be provided to the City along with e-mail addresses, direct office phone numbers, and cell phone numbers.

- c. Contractor Report Daily – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. Daily, prior to 9 a.m., a responsible representative of the Contractor shall report to the Director of Public Works of the City or his designee to receive any and all complaints regarding said collection service. Daily, prior to noon, a responsible representative of the Contractor shall report to the Director of Public Works of the City or his designee to receive any and all complaints regarding said collection service. Daily, prior to 4:45 p.m., a responsible representative of the Contractor shall report to said Director of Public Works or his designee that all justified complaints regarding the collection service have been abated and to receive any and all complaints regarding said collection service. The Public Works office will keep time records to monitor that the above noted requirements are followed.
- d. Publicity - The Contractor shall provide adequate publicity to all residential dwelling units within the City of Creve Coeur as to the change -over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation, to be approved by the City; submission of an approved article for publication and distribution in one (1) issue of the City's monthly newsletter; and at least one mailing to each residential dwelling unit within the city limits of the City of Creve Coeur indicating the date of change-over, the day of collection for the different types of collections, what items are collected and how they are to be stored, and the telephone number of the Contractor's office where questions or complaints can be handled, as

well as pertinent e-mail addresses and website. Such publicity shall be approved by the Director of Public Works, prior to distribution or publication.

- e. Brochure - The Contractor will be required to pay and arrange for the printing and distribution to all residential pickup locations, the "City of Creve Coeur Resident's Guide to Trash Collection", giving instructions about the collection program and providing educational material concerning the collection of solid waste, yard waste and recyclable materials. The City will work with the Contractor in developing the content for this publication. Printing and distribution of the brochures will be required at the beginning of each year of the Contract, beginning in July 1, 2007 and again in each of the following contract years on July 1. Such brochure shall be approved by the Director of Public Works, prior to distribution or publication. Contractor shall also comply with County notification requirements.
- f. Sorry Notes - Any solid waste, recyclables or yard waste not meeting the requirements herein shall not be collected. In such an event the Contractor shall affix thereto a "Sorry Note" to be placed on the material stating the reason it was not collected. The date, address and reason that the "Sorry Note" was issued shall be reported to the City. The Contractor shall, at its own cost, provide "Sorry Notes".
- g. Records - The Contractor shall submit accurate monthly records of the total volumes or weights of each category of solid waste, yard waste, and recyclables collected within the City by the fourteenth (14th) calendar day of the following month. The recyclable tonnage documentation required must be submitted by the Material Recovery Facility (MRF) in the form of a "Point of Origin Report." This report must be sent directly from the MRF to the City and a copy to the Contractor. At a minimum the information described in Appendix C must be reported.

## 7. Schedules and Routes

- a. Collection Schedule - The Contractor may, with approval of the Director of Public Works, establish any schedule that is suitable to their operations and consistent with the prompt and complete performance of the service for collection in the various sections of the City, provided that the service is performed on the same day of each week for each residence.
- b. Holiday Schedule - No collections shall be required on the following annual legal holidays: January 1, the last Monday of May, July 4, the first Monday of September, the fourth Thursday of November and December 25. Regular collections that fall on a holiday will be collected by the Contractor on the next day.



- c. Collection Routes - The Contractor shall further establish routes for the collection of solid waste, yard waste, and recyclables that are suitable, economical and efficient for their operations and consistent with the prompt and complete performance of the service. The Contractor's collection schedule and collection routes shall be filed with the Director of Public Works. Such collection schedules and collection routes shall not be changed without the written approval of the Director of Public Works nor until written notice of such change is provide to all households.
- e. Collection Times - No collections shall be made before 7:00 am or after 5:00 PM, except for collection of City-owned facilities, which may be picked-up between 6:00 AM to 6:30 PM. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holidays as described above.

## 8. Special Pick-ups

- a. White Goods/Appliances - shall be defined as major appliances (as defined by Section 260.200 RSMo) and any other items that can't be disposed of at landfills, not including hazardous or infectious waste. The resident must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type shall be billed directly to the resident for a \$25 fee per item. Construction materials generated by builders are not included.
- b. Bulky Goods/Furniture - shall be defined as residential non-putrescible waste that would qualify as solid waste except that it is too large or too heavy to be safely and conveniently loaded by one person into waste transportation vehicles, but shall not include items that may not be disposed of in a landfill. Residents must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type shall be billed directly to the resident for a \$25 fee per item. Construction materials generated by builders are not included. These unlimited by-appointment pickups shall fulfill County requirements for biannual scheduled pickups.

## 9. General

- a. **Unsightly Conditions** - When the accumulation of recyclables creates an unsightly, unsanitary, or hazardous condition, in connection with any multiple dwelling, the Contractor shall work with the building owner to provide tank-type container(s) of a size and number sufficient to contain the recyclables between collections.
- b. **Cleanliness** - In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive or public place, and agrees to replace any

receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store totes or containers of any kind in common areas or in the City right-of-way.

**c. Tonnage and Dwelling Units –**

During the year 2006, the City's residential units generated the following:

|             |               |
|-------------|---------------|
| Solid Waste | 4,544.25 Tons |
| Recyclables | 1,203.15 Tons |
| Yard Waste  | 955.14 Tons   |

During the year 2005, the City's residential units generated the following:

|             |               |
|-------------|---------------|
| Solid Waste | 4,617.06 Tons |
| Recyclables | 1,226.50 Tons |
| Yard Waste  | 1,009.88 Tons |

During the year 2004, the City's residential units generated the following:

|             |               |
|-------------|---------------|
| Solid Waste | 5,129.53 Tons |
| Recyclables | 1,187.10 Tons |
| Yard Waste  | 793.71 Tons   |

During the year 2003, the City's residential units generated the following:

|             |               |
|-------------|---------------|
| Solid Waste | 5,237.58 Tons |
| Recyclables | 1,380.20 Tons |
| Yard Waste  | 1,569.48 Tons |

The City estimates that at the time of preparation of these specifications it has approximately 5,520 residential dwelling units subject to the contract. The breakdown is as follows:

|               |             |
|---------------|-------------|
| Single Family | 5,120 Units |
| Condos        | 400 Units   |
| Total         | 5,520 Units |

For the purposes of payment under this Contract, the City and the Contractor shall complete an audit of the number of residential dwelling units at the beginning of each fiscal year and make adjustments to the contract price based on the cost per unit as bid. It is the intent of the City that services shall be extended to all new dwelling units constructed and occupied without adjustment in price for that year. The City does not anticipate substantial residential construction during any one year in the life of the contract. Adjustments will also not be made for buildings which are demolished during the year.

- d. **Performance Bond** - The Contractor shall furnish to the City a performance bond or an escrow in lieu of a performance bond acceptable to the City in the sum equivalent to one hundred (100%) percent of the contract price for one (1) year with sureties approved by the City indemnifying the City against the Contractor's failure or inability to comply with the terms of the City-Contractor Agreement or the provisions of these specifications.
- e. **Insurance** - The Contractor shall provide a certificate of insurance as described below and shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, and agents from any liability, claim, damage, or cause of action which may be sustained by or asserted against the foregoing, directly or indirectly or in any manner arising out of the performance or failure of performance on the part of the Contractor (including any subcontractor), and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$5,000,000 combined single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Missouri.

The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried from a firm or corporation satisfactory to the City of Creve Coeur and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Creve Coeur and its elected officials, officers, employees, and agents as additional primary insureds.

- f. **Laws** - The Contractor will be required to obtain all licenses and permits and comply with all City ordinances and regulations. The Contractor shall at all times comply with all ordinances and regulations of St. Louis County, and any statutes, rules and regulations issued by the State of Missouri or the United States.



## **Special Provisions**

### **1.0 CONTRACTOR RESPONSIBILITY**

In the event of a work-related strike by the Contractor's employees, the Contractor shall guarantee continuation of normal residential solid waste, yard waste and recyclable collection service to the City.

1.1 In recognition of inflationary costs, bid costs for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from the June to June (i.e. June 2007 to June 2008 for the 2d year) with a 4% cap on any yearly increase.

1.2 Title to all waste shall be vested in the Contractor upon placement in the vehicle.

1.3 All solid waste and recyclables shall be immediately removed from the City. No loaded or partially loaded vehicles will be allowed to park within the City overnight.

1.4 Any and all spillage of solid waste, yard waste or recyclables, at any stage of the collection or transportation operation, shall be retrieved immediately.

1.5 The collectors and truck operators shall exercise care to keep noise at a minimum particularly during early morning hours.

1.6 Collectors shall replace lids on all storage containers after emptying, put containers back in their original location and shall not abuse said containers and lids. The contractor shall replace storage containers and/or other facilities damaged by the collector, with like facilities.

1.7 The Contractor shall survey the City prior to submission of their proposal to evaluate all conditions that may affect said proposal. All bidders shall tour the City and familiarize themselves with the work contemplated in the bid proposal. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by the bidder and shall constitute a waiver by each of all claims of error in bid, withdrawal of bid or payment of extras or any combination thereof related to matters observable by means of such inspection.

### **2.0 Additional Collection Requirements**

Service shall be provided in a workmanlike manner.

2.1 The Contractor shall immediately and completely remove all spillage and residue of waste at any stage of the collection and transportation operation. Any residential solid waste, recyclable or yard waste spilled or blown during transport or transferring, shall be retrieved immediately.

2.2 No waste shall be transported in the loading hoppers of trucks.

2.3 The Contractor shall establish regular routes and a schedule of collection days for each collection point. It is the City's desire to minimize the number of days during the week (Monday through Friday, Saturday pick-up when a holiday falls on scheduled day) in which collections are performed. The scheduling will be planned in such a way that solid waste, yard waste, and recyclable pick-up will be on the same day from an individual residence. The Director of Public Works shall approve said schedules and routing and any changes. It will be the Contractor's responsibility to provide appropriate notifications to all affected residences of any approved changes to currently scheduled pick-up days. The Contractor and the City will mutually prepare informational notifications at the sole cost of the Contractor and the notices will be delivered by the Contractor's authorized personnel or U.S. Postal Service. Residents will be notified of all necessary and appropriate information for the implementation of recycling, yard waste and solid waste hauling services at the expense of the Contractor.

2.4 Compactor-type vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. Properties damaged by the Contractor shall be replaced or repaired promptly with like properties by the Contractor at its sole expense.

2.5 Billing for any services provided beyond the base service level shall be handled by the Contractor. The resident shall be billed directly for said services by the Contractor and the City shall bear no responsibility for any uncollectibles.

### **3.0 REPORTS TO THE CITY**

3.1 The collection supervisor shall contact the Director of Public Works, or a designated representative, to report observed resident violations of City solid waste, yard waste and recyclables ordinances and collection regulations. The contractor or the City will notify the residents of any violations, as determined by the City.

3.2 Contractor required to provide programmed Nextel radio/phone for use by city hall staff to assist in communication with Contractor's crew leader and drivers. Nextel radio/phone and monthly bill will be at the Contractor's expense and considered incidental to the contract.

3.3 The Contractor shall submit an accurate monthly record of the quantity and capacities of containers serviced at each condo by the eighth (8<sup>th</sup>) working day of the month following.

3.4 The Contractor shall submit an accurate certified monthly record of total net tons of recyclables collected within the City by the eighth (8<sup>th</sup>) working day of the month following. Recyclables shall be listed by individual items (plastic, glass, paper, etc.).

#### **4.0 VEHICULAR REQUIREMENTS**

All vehicles used within the City in the performance of this contract shall:

4.1 Carry evidence of a current State of Missouri safety inspection.

4.2 Vehicles will be kept clean for appearance and suitability for waste collection in a manner that prevents spillage. Small pick-up trucks will be provided with a retractable cover.

4.3 The gross axle weight of a disposal vehicles shall not exceed 15 tons. The gross vehicle weight of the disposal vehicles shall not exceed 30 tons for single axle trucks and 45 tons for tandem axle trucks.

4.4 No truck will be allowed to be parked in the City overnight, except in case of extreme emergency. Contractor will notify City Police Department.

#### **5.0 PENALTIES AND FINES**

In the event that the Contractor shall fail or refuse to perform its duties and obligations, or shall fail to comply with any of the specifications, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the Contractor for the benefit of its creditors, or the taking of the Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Contractor, or shall fail to comply with any ordinances of the City, the City may at its option declare the Contractor to be in breach of the agreement, and the City may without notice terminate the agreement and declare same forfeited and terminated, and the City's remedies shall include, but not be limited to, collection on the Performance Bond posted by the Contractor. The City will recover additional costs, if incurred, during the legal proceedings against the contractor, including attorney fees.

5.1 The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services as specified in the contract:

- a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day; and
- b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed two or more times in a four week period; and
- c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required hereunder within the provisions of the contract documents: and
- d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as

required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

5.2 The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

Such forfeiture may, at City's discretion, be accomplished by deducting the forfeited amount from any payment due Contractor by City.

5.3 The Contractor will provide the following information to the residents and City staff: The resident is to be notified of the reason for non-collection at the time of the non-collection by means of a tag attached to the container or front door knob stating the reason. The address of the non-collection and the reason thereof shall be reported by the Contractor on its next report to the Department of Public Works.

5.4 Should conditions warrant, upon the sole determination of the Director of Public Works, the Contractor shall assign one qualified, full-time employee to the Department of Public Works to receive and take action on resident calls reporting improper service. The Director shall terminate this assignment upon evidence of satisfactory collection performance.

5.5 The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior consent in writing of the City, by action of the City Council.

## **6.0 OPTION FOR EXTENSION**

The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2012. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2012. The contract price during this extension period shall be at the same schedule of rates as the previous year (2011-2012), increased by the percentage increase, if any, in the cost of living between the month of June, 2011 and the month of June, 2012, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

**7.0 CITY CODE REVISION**

If the present City Code is in conflict with major provisions of the collection options selected by means of contract award to the successful Contractor, a code revision will first need to be made.

**Appendix A****PREVIOUS EXPERIENCE AND PERFORMANCE REFERENCES**

Bidder's Company Name: \_\_\_\_\_

Instructions: Complete this form for each of three (3) references for the bid proposal. Experience must be relevant to the activities described in this document.

**PERFORMANCE REFERENCES AND PROJECT SUMMARIES:**

Topic/Project Title: \_\_\_\_\_

Performance Reference: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
(Name/Title)

Indicate if Your Company Was:

\_\_\_\_\_ Primary Contractor

Total Project Cost (\$): \_\_\_\_\_

\_\_\_\_\_ Subcontractor

Your Company's Portion (\$): \_\_\_\_\_

Client (Company Name): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Program Location: \_\_\_\_\_

Program Date: \_\_\_\_\_ Number of Persons Impacted: \_\_\_\_\_

List Personnel Involved in Project (Include resumes): \_\_\_\_\_

Program Summary (including length of contract, current status, program results, etc.):

## Appendix B

**PROPOSED TSD/Subcontractor/  
RECYCLING COMPANY FORM**

**Instructions: Use additional sheets if necessary. Bidder must describe the type of waste and management option (recycling and/or fuel blending)**

TSD/Subcontractor/Recycling Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Facility Site Address: \_\_\_\_\_

TSD/Subcontractor/Recycling Company Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

EPA/State Identification Number: \_\_\_\_\_

List of Environmental Permits/Licenses/Authorizations: \_\_\_\_\_

Business Affiliation with Contractor (?): Y \_\_\_\_\_ N \_\_\_\_\_

Management Method: \_\_\_\_\_

Types of Waste For Recycling and/or Fuel-blending: \_\_\_\_\_

**Appendix C**  
**SOLID WASTE/RECYCLING/YARD WASTE MONTHLY VOLUME**  
**REPORT**  
**FOR THE CITY OF \_\_\_\_\_**  
**MONTH OF \_\_\_\_\_**

|                    | <b>TONS</b>          | <b>MTD</b>           | <b>YTD</b>           |
|--------------------|----------------------|----------------------|----------------------|
| <b>SOLID WASTE</b> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <b>RECYCLE</b>     | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <b>YARD WASTE</b>  | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Percent of households utilizing recycling services each month. \_\_\_\_\_

Recommendation for increasing the volume of recycling materials collected.



**BID PROPOSAL FORM**BID TIME \_\_\_\_\_  
BID DATE \_\_\_\_\_

TO: THE CITY OF CREVE COEUR

The bidder declares that it has had an opportunity to examine the site of the work and it has examined and understands the Contract Documents (defined as the Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement, and any Addenda) therefore, and that it has prepared its proposal upon the basis thereof, and having carefully examined the City, for the

**Residential Solid Waste, Yard Waste and Recycling Waste Collection,  
Removal and Disposal Bid**

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said work in accordance with the said Contract Documents for the following itemized bid.

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Print Name)\_\_\_\_\_  
(Company Name)\_\_\_\_\_  
(Address)\_\_\_\_\_  
(Telephone Number)

**BID PROPOSAL FORM**  
**RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING**  
**WASTE COLLECTION, REMOVAL, AND DISPOSAL**  
**CITY OF CREVE COEUR, MISSOURI**

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal as specified in the bid specifications. **The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.**

| Item I – Solid Waste |                                                                                                                                                              | <u>Monthly Cost</u> | <u>Annual Cost</u> |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|
| 1.                   | a. Single family including condos, pick up solid waste once a week<br><b>(Rear Yard Pick Up)</b>                                                             | \$ _____            | \$ _____           |
|                      | b. Option: 2X Rear Yard Pick Up<br>Resident may pay contractor directly for twice a week rear yard pickup. (152 homeowners use this service (November 2006)) | \$ _____            | \$ _____           |
| 2.                   | a. Single family including condos, pick up solid waste once a week<br><b>(Curbside Pick Up)</b>                                                              | \$ _____            | \$ _____           |
|                      | b. Option: Rear Yard Upgrade<br>Resident may pay Contractor Directly for once a week rear yard pickup.                                                       | \$ _____            | \$ _____           |
|                      | c. Option: 2X Curb Pick Up<br>Resident may pay Contractor Directly for twice a week curb pickup.                                                             | \$ _____            | \$ _____           |
| 3.                   | 95-gallon toter rental - Cost to Resident for yearly rental of a 95 Gallon plastic toter* with wheels and cover.                                             | \$ _____            | \$ _____           |

\* City to approve type of toter used by Contractor for this contract.

## Item II – Recyclable Materials

|                                                                                                                                      | <u>Monthly Cost</u> | <u>Annual Cost</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|
| 1. a. Curbside Pickup of Recyclable Materials once a week in Contractor-provided clear plastic bag.<br>(see description on page S-5) | \$ _____            | \$ _____           |
| b. Curbside Pickup of Recyclable Materials once a week in a Contractor-provided plastic toter.<br>(see description on page S-5)      | \$ _____            | \$ _____           |
| c. Cost of providing 1 ½ mil thick clear plastic bags printed with the City logo.<br>Price to include delivery to each residence.    |                     |                    |
| <b>Total Cost</b> per year, per residence - 52 bags                                                                                  | \$ _____            | per year-residence |

(Contractor can specify number of bags per roll for City approval; for example, 2 rolls per year – City does require one bag per week per residence, see description on page S-5)

## Item III - Miscellaneous

|                                                                                                                                                     |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1. White Goods – Metal Appliances<br>Resident schedules pickup with Contractor and pays Contractor directly for this service.                       | \$ 25.00<br>(Per Item)    |
| 2. Bulky Goods – Furniture/Large Items<br>Resident schedules pickup with Contractor and pays Contractor directly for this service.                  | \$ 25.00<br>(Per Pick Up) |
| 3. Yard Waste                                                                                                                                       |                           |
| a. Tag Cost for<br>Yard Waste Pickup                                                                                                                | \$ _____                  |
| b. Cost of pre-paid Biodegradable Yard<br>Waste Bag for Pickup                                                                                      | \$ _____                  |
| c. Cost to resident for yearly rental of a 95<br>Gallon plastic toter* with wheels<br>and cover. (216 homeowners use<br>this service November 2006) | \$ _____                  |

\* City to approve type of toter used by Contractor for this contract.

\*\*\*Bidders may provide a fee schedule with a breakdown of individual items (car batteries, refrigerator, tires, etc.) at their discretion.

**Item IV – Billing Option**

Future Billing Option – Hauler to  
bill resident for partial or full payment.  
(see description on page S-3)

**Quarterly**

\$ \_\_\_\_\_

Billing, quarterly, but charges accrue monthly

---

**Item V - CONDO SOLID WASTE PICKUP (current use as of 11/06 noted)**

|                                                          |                         |          | <b><u>Monthly Cost</u></b> | <b><u>Annual Cost</u></b> |
|----------------------------------------------------------|-------------------------|----------|----------------------------|---------------------------|
|                                                          | 1 CY Once A Week        | 0 Units  | \$ _____                   | \$ _____                  |
|                                                          | 2 CY Once A Week        | 42 Units | \$ _____                   | \$ _____                  |
|                                                          | 3 CY Once A Week        | 2 Units  | \$ _____                   | \$ _____                  |
|                                                          | 4 CY Once A Week        | 4 Units  | \$ _____                   | \$ _____                  |
|                                                          | 6 CY Once A Week        | 0 Units  | \$ _____                   | \$ _____                  |
| <b>Optional:<br/>Additional<br/>Pick-up<br/>Per Week</b> | 1 CY Additional Pick-up | 0 Units  | \$ _____                   | \$ _____                  |
|                                                          | 2 CY Additional Pick-up | 8 Units  | \$ _____                   | \$ _____                  |
|                                                          | 3 CY Additional Pick-up | 1 Unit   | \$ _____                   | \$ _____                  |
|                                                          | 4 CY Additional Pick-up | 0 Units  | \$ _____                   | \$ _____                  |
|                                                          | 6 CY Additional Pick-up | 0 Units  | \$ _____                   | \$ _____                  |

**The City has the following Condos with their solid waste container sizes and quantities:****\*\*\* Condominium Owned \*\*\*****Briarcliff I and II**

1 of 4 CY – 970 Spoede Road  
(1x per week)

3 of 2 CY – 1010 Thoreau Court  
(1x per week)

3 of 2 CY – 1033 Wilton Royal Drive  
(3x per week)

2 of 4 CY – 10936 Vauxhall Court  
(1x per week)

**Saratoga**

\*\*\*3 of 2 CY Compactors (2x per week)

2 of 2 CY Loose Containers (2x per week)

**Villas at Golfview** - 561 Sarah Lane

\*\*\*2 of 2 CY Compactors (1x per week)

2 of 2 CY Loose Containers (1x per week)

**Coeur De Royale**

13 of 2 CY Compactors (1x per week)

**Old Ballas Village**

624 Old Ballas Road

6 of 2 CY (1x per week)

1 of 4CY (1x per week-Yardwaste)

**Carriage House Manor**

920 to 942 Guelbreth 1 of 3 CY (2x per week)

**Woodbridge Condos**

11920 Old Ballas 2 of 2 CY (1x per week)

**Golfview at the Green** - 590 Sarah Lane

4 of 2 CY (1x per week)

\*\*\*2 of 2 CY Compactors (1x per week)

**Somerfor Condos** – 246 Somerfor Place

1 of 3 CY (1x per week)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ ,

COUNTY OF \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_\* (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

\_\_\_\_\_

(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2007.

Seal of Notary

\_\_\_\_\_  
Notary Public

**INSTRUCTIONS FOR EXECUTING CONTRACT**

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing each signer's authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with an official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and

\_\_\_\_\_,  
a \_\_\_\_\_ with offices at \_\_\_\_\_ (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2007-12.

**WITNESSETH:**

The Contractor and the City for the consideration set forth herein agree as follows:

**ARTICLE I****The Contract Documents**

The Contract Documents consist of the Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the Specifications are applicable to this Agreement.

**ARTICLE II****Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.



**ARTICLE III****Time of Completion**

The period of the Agreement shall commence on July 1, 2007, and terminate on June 30, 2012. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2012. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2012. The contract price during this extension period shall be at the same schedule of rates as the previous year (2011-2012), increased by the percentage increase, if any, in the cost of living between the month of June, 2011 and the month of June, 2012, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

**ARTICLE IV****The Contract Sum and Payments**

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services:

---

Said payment arrangements are subject to adjustment if the City selects the residential billing alternate at any time during the contract term. In recognition of inflationary costs, bid costs for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of

the U.S. Department of Labor from the June to June (i.e. June 2007 to June 2008 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract shall be paid in equal monthly installments.

## **ARTICLE V**

### **Performance of the Work**

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents: and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.
- (e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

## **ARTICLE VI**

### **Changes in the Work**

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the Contract Documents. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the Contract Documents.

## **ARTICLE VII**

### **Termination by City or Contractor**

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household

for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

## **ARTICLE VIII**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$5,000,000.

## (b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

## (c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

## (d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

**ARTICLE X****Equal Opportunity and Non-Discrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such

federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

## **ARTICLE XI**

### **Conflicts of Interest**

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not

relieve parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

## **ARTICLE XII**

### **The Work**

Contractor shall furnish sufficient competent labor therefore and shall make once a week collections of solid waste, recycables, and yard waste combined from all residential premises in the City of Creve Coeur, and daily from all solid waste containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

## **ARTICLE XIII**

### **Arbitration**

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis, Missouri. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.



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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_  
"Contractor"

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

DATE: \_\_\_\_\_

## SETTLEMENT AGREEMENT

AGREEMENT made on the 1<sup>st</sup> day of July, 2007, by and between the City of Creve Coeur (hereinafter "City"), and Allied Waste Services (hereinafter "Allied Waste").

WHEREAS, after a public bidding process the City has selected Allied Waste to provide services regarding Residential Solid Waste, Yard Waste and Recycling Waste Collection, Removal and Disposal and the City and Allied Waste have entered into a contract pursuant to which Allied Waste will provide such services to the City and its residents starting July 1, 2007 (City-Contractor Agreement, Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2007-12, hereinafter the "Contract"); and

WHEREAS, a dispute has arisen regarding some of the provisions of the Contract; and

WHEREAS, the parties have settled all matters in dispute between them and desire to document the settlement by means of this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The charge to residents for unlimited yard waste collection, removal and disposal through use of a 95-gallon plastic toter rented from Allied Waste during the first fiscal year of the Contract (starting July 1, 2007) shall be \$104.00, which shall be billed in four equal quarterly installments of \$26.00. This charge shall include the annual rental of the toter and the service will be provided under an annual subscription arrangement. The \$3.94 per month charge listed as Item III.3.c. on the bid form included in the Contract shall not apply. As provided in the Contract, residents using the unlimited service may also dispose of additional yard waste that does not fit into

the rented toter by placing such waste in other approved containers next to the toter, without using any tags or pre-paid bags.

2. The \$104.00 charge set forth in paragraph one shall be subject to annual adjustment for inflation as described in the Contract.

3. Except as expressly modified by this Settlement Agreement, the Contract between the parties shall remain in full force and effect. The parties agree that the rate adjustment that results from this agreement addresses an error made in the bidding process and they shall describe it accordingly to customers. The parties agree that the City's prior communications to customers regarding the results of the bidding process were accurate based on the information submitted by Allied Waste, and neither party shall characterize the City's prior communications as erroneous.

4. This Settlement Agreement is the final and complete expression of the parties' understanding regarding the matters in dispute between them, superseding any and all prior oral and written understandings and agreements. The terms of this Settlement Agreement cannot be waived or modified except in writing signed by an authorized representative of the party to be charged herewith. This Settlement Agreement has been prepared by the combined efforts of the parties and their respective attorneys and each of the parties to this Settlement Agreement acknowledges that they have consulted with counsel and that they have had this Settlement Agreement reviewed by such of their attorneys and advisors as they deem necessary. The parties hereto further acknowledge that they have: (i) independently investigated such facts and to the extent, if any, as they deemed necessary or appropriate in order to make the decision to enter into this Settlement Agreement; (ii) made an independent determination to enter into this Settlement Agreement; (iii) not relied upon any statement of or information received from any other party or from counsel for any other party that is not

expressly reflected herein in making such independent determination; and (iv) there have been no written or oral representations made to induce them to execute this Settlement Agreement that are not expressly reflected herein. The parties shall bear any and all of their respective legal fees and expenses incurred as a direct and/or indirect result of the dispute and the negotiation of this Settlement Agreement.

5. The parties hereby warrant and represent they have the authority to enter into this Settlement Agreement.

6. The interpretation and performance of this Settlement Agreement, except as otherwise specifically provided, shall be governed by the internal laws of the State of Missouri (excluding its conflict of law rules). For all purposes, this Settlement Agreement shall be deemed to have been made in the State of Missouri.

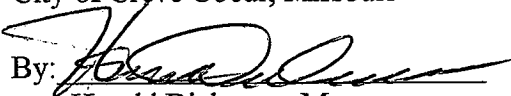
7. This Settlement Agreement shall be binding upon and inure to the benefit of the parties, their parent, subsidiary, and related corporations, officers, directors, managers, members, shareholders, agents, attorneys, employees, predecessor, successors, heirs, devisees, and assigns, including all persons and entities claiming by, through or under the parties.

8. This Settlement Agreement may be executed in counterparts, the agreement to be effective on the date that the last signature herein below required is affixed.

[Remainder of page intentionally left blank, signature page follows]

WITNESSETH OUR HANDS:

City of Creve Coeur, Missouri

By: 

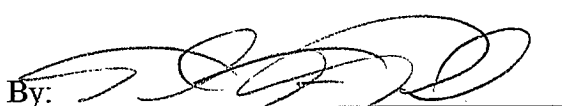
Harold Dielmann, Mayor

ATTEST:



LaVerne Collins, City Clerk

Allied Waste Services

By: 

Name: Thomas F Real

Title: Division Controller

ATTEST:

By: 

Name: Tony Lamantia

Title: Secretary

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the 1<sup>st</sup> day of July, 2007, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Allied Waste Services of Bridgeton, with offices at 12976 St. Charles Rock Road, Bridgeton, MO 63044 (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2007-12.

**WITNESSETH:**

The Contractor and the City for the consideration set forth herein agree as follows:

**ARTICLE I****The Contract Documents**

The Contract Documents consist of the Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the Specifications are applicable to this Agreement.

**ARTICLE II****Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III****Time of Completion**

The period of the Agreement shall commence on July 1, 2007, and terminate on June 30, 2012. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2012. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2012. The contract price during this extension period shall be at the same schedule of rates as the previous year (2011-2012), increased by the percentage increase, if any, in the cost of living between the month of June, 2011 and the month of June, 2012, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

**ARTICLE IV****The Contract Sum and Payments**

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services:  
per Contract Documents and this Agreement.

Said payment arrangements are subject to adjustment if the City selects the residential billing alternate at any time during the contract term. In recognition of inflationary costs, bid costs for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of

the U.S. Department of Labor from the June to June (i.e. June 2007 to June 2008 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract shall be paid in equal monthly installments.

## **ARTICLE V**

### **Performance of the Work**

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents; and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.
- (e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.



These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

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Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the Contract Documents. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the Contract Documents.

#### **ARTICLE VII**

##### **Termination by City or Contractor**

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household

for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

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The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$5,000,000.

## (b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

## (c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

## (d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

**ARTICLE X****Equal Opportunity and Non-Discrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

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### **Conflicts of Interest**

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For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not

relieve parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

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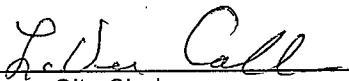
IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By 

Name: Harold Dielmann

Title: Mayor

Attest:   
City Clerk

DATE: 8-24-07

Allied Waste

Name of Contractor

By   
"Contractor"

Name: Thomas F. Real

Title: Division Controller

Attest: 

DATE: 7-31-07

# Suburban Deer Management in Missouri



Erin Shank

Wildlife Biologist

Missouri Department of Conservation





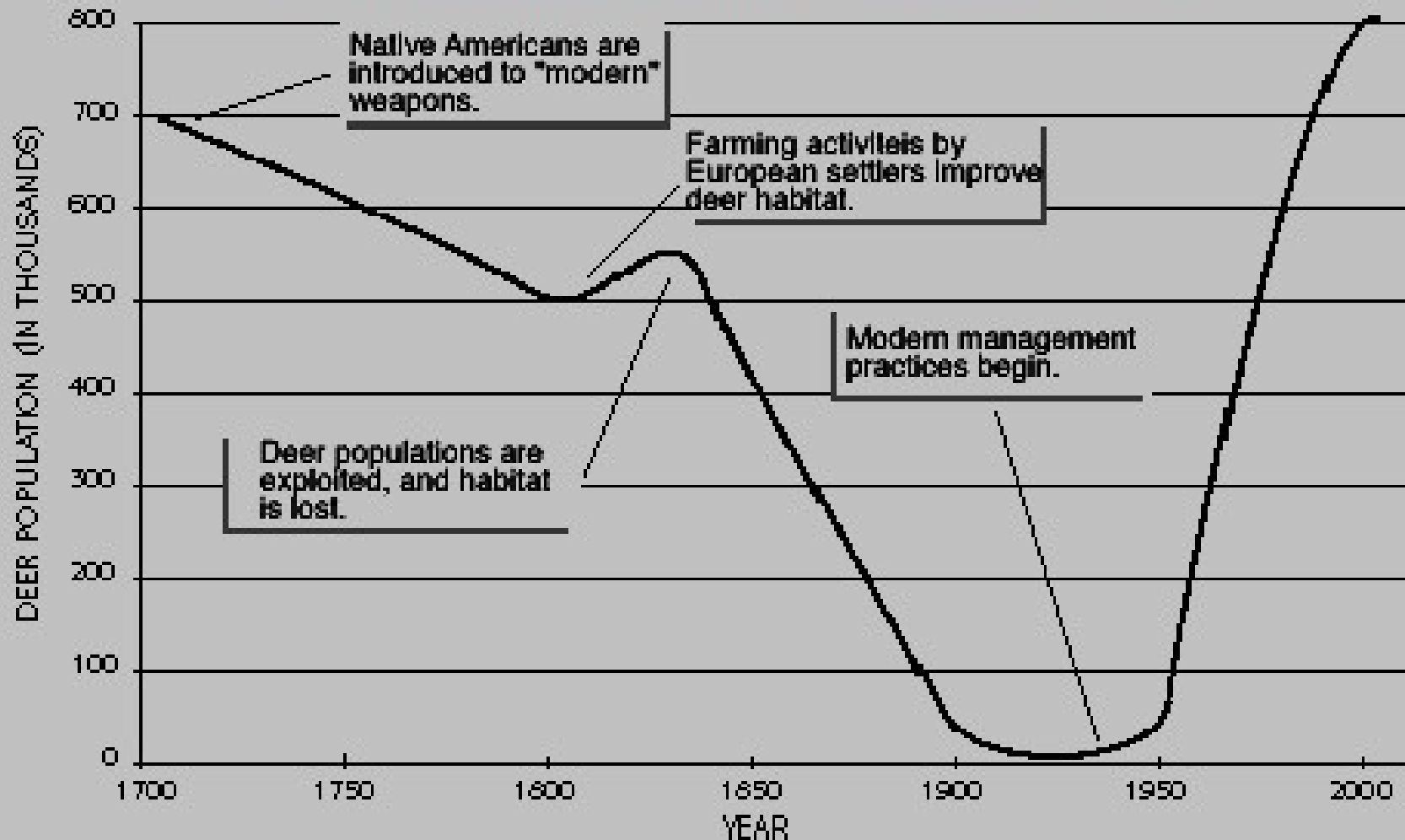
# Missouri Whitetails

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- Fawns born in late spring (late May- June)
- Yearlings chased off at time of fawning
- Fawn near doe through next year
- Home ranges are about  $\frac{1}{2}$  to  $1\frac{1}{2}$  mi<sup>2</sup>
- Rut peaks in mid-November



# Missouri Whitetails



Today, Missouri's deer population  
is more than <sup>200</sup>1 million deer

# Suburban deer: why so many?

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- Deer prefer “edge habitat,” or broken forest with openings.
- As suburbs develop, we create prime deer habitat.
- Elimination of predators & competitors
- Local laws often prohibit firearms and archery.



# Suburban Deer Densities

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Ecological carrying capacity =  
20 deer/mi<sup>2</sup>

\*goal population for suburban areas



Social carrying capacity =  
~40 deer/mi<sup>2</sup>

Biological carrying capacity = ???





# Surveys of Deer Populations

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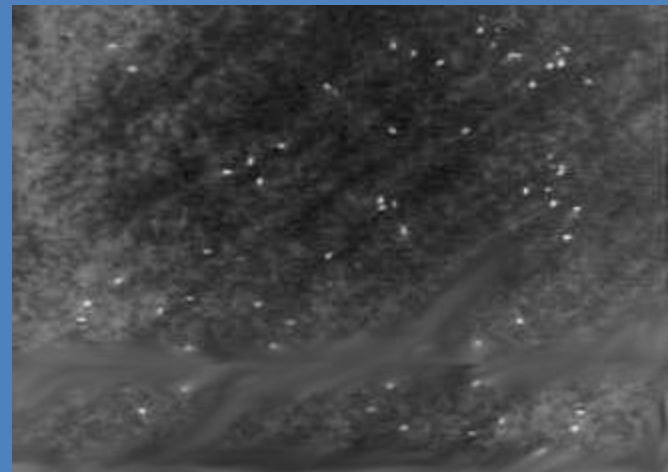
2009 & 2010 distance sampling counts in Town & Country indicate a deer density of 60 deer/ mi<sup>2</sup>.



Spotlight counts and distance sampling



Aerial counts: helicopter over snow;  
aerial infrared



# Suburban whitetails: Problems

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Landscape damage from browse & antler rub.

# Suburban whitetails: Problems

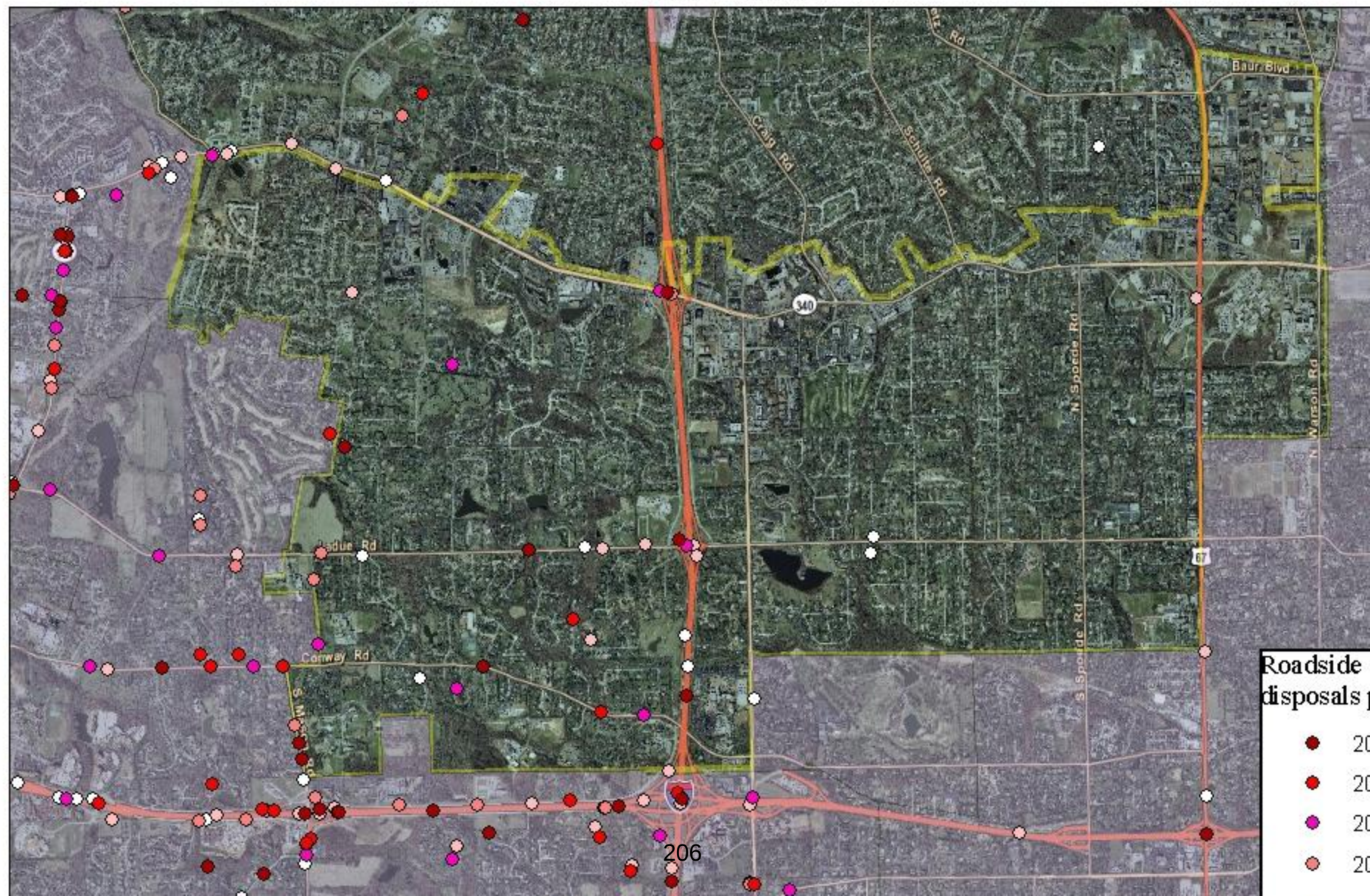
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Deer-vehicle collisions



Creve Coeur, Missouri  
Roadside deer carcass disposals  
2004- 2009





# Suburban whitetails: Problems

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Concern over tick-borne disease

# Suburban whitetails: Problems

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**Bold and aggressive behavior**

# Suburban whitetails: Problems

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Deer overbrowse and decline in habitat quality



# Suburban whitetails: Problems

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Change in understory affects other wildlife species, especially birds and pollinators.

# MDC's role in managing suburban deer on non-MDC lands

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- Guides deer population assessment and goal setting,
- Informs individuals and communities on methods of minimizing conflict between deer and humans,
- Advises regarding statutory language that is compatible with management goals,
- Cultivates public awareness of deer population impacts, and
- Authorizes management efforts.

# Non-lethal solutions: Damage control

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- ✓ Fencing
- ✓ Repellants
- ✓ Scare tactics
- ✓ Deer “resistant” plants
- ✓ Road warning devices
- ✓ Prohibit supplemental feeding



# Lethal solutions: Population control

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Lethal solutions focus on long term population management. Does must be harvested for greatest reduction.

Options:

- ✓ Archery hunting
- ✓ Sharpshooting
- ✓ Trap & euthanasia





# Suburban whitetails as a natural resource

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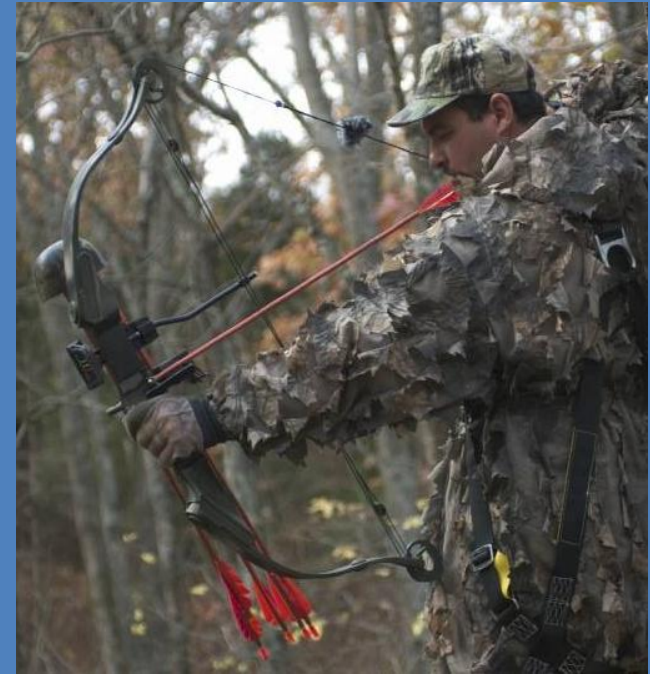




# Lethal solutions: Archery hunting

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- ✓ Hunting under statewide regulations with additional municipal restrictions
- ✓ Archery season runs Sept. 15- Jan. 15
- ✓ Low or no cost to community or landowner
- ✓ Adequate access to private property necessary for population reduction
- ✓ Good option for maintaining a lower population



# Lethal Solutions: Sharpshooting

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- ✓ Trained marksmen shoot deer over bait
- ✓ Requires special permit from MDC
- ✓ Deer meat must be donated through MDC program
- ✓ Highly effective and efficient way to quickly reduce population
- ✓ Expensive



# Lethal Solutions: Trap & euthanize

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- ✓ Deer are individually trapped & euthanized with non-projectile device
- ✓ Requires special permit from MDC
- ✓ Deer meat must be donated through MDC program
- ✓ Does not require municipal ordinance change
- ✓ Expensive, inefficient way to lower population



# Lessons learned

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- Realize there is no magic solution.
- Decide on an objective:
  - To educate residents on living with deer & how to employ damage control techniques,
  - To make additional tools available to residents when they decide the deer are problematic, and/ or
  - To reduce the deer population community-wide.
- Cooperate with other communities and MDC.
- Evaluate the management program and adapt management plan accordingly.



# Urban Deer Public Forum

August 29, 2011



## Programs in Other Cities (1 of 2)

- Chesterfield
  - allows archery & crossbow hunting on 1 or more acres.
- Clarkson Valley
  - allows archery hunting on 1 or more acre.
- Hazelwood
  - allows hunting under statewide regulations on certain agricultural lands.
- Manchester
  - allows hunting on 1 or more acre under statewide regulations.



## Programs in Other Cities (2 of 2)

- Maryland Heights
  - allows hunting under statewide regulations on certain agricultural or floodplain lands.
- Town & Country
  - allows for sharpshooting under city-administered deer management program.
- Wildwood
  - allows hunting on 3 or more acre parcels with archery in areas east & north of Hwy 109, allows hunting under statewide regulations in areas west or south of Hwy 109.



## Chesterfield & Clarkson Valley Bow Hunting Programs

|                                | Annual Avg.<br>Number of<br>Deer Killed | Annual Avg.<br>Number of<br>Properties | Total Killed |
|--------------------------------|-----------------------------------------|----------------------------------------|--------------|
| Clarkson Valley<br>(7 seasons) | 60                                      | 32                                     | 421          |
| Chesterfield (5<br>seasons)    | 31                                      | 10                                     | 154          |
| Total                          | 48                                      | 23                                     | 575          |





## No Feed Ordinances

- Ballwin\*
- Chesterfield \*
- Clarkson Valley
- Town & Country\*

\* Ordinance prohibits feeding deer and geese.



# Creve Coeur Municipal Code

- Discharging a crossbow, bow and arrow, or other projectile weapons at any type of animal is prohibited (Section 210.283).
- Discharging a firearm within City limits is prohibited (Section 210.250).
- The City does not have a no-feed ordinance.



# Questions and Comments

**QUARTERLY REPORT**  
**Olive/Graeser Transportation Development District**

To: Mark Perkins, Creve Coeur City Administrator

cc: Credit Union (First Community Credit Union)

Hutkin (Adkins Farms, Inc.; D Hutkin Family Investors, LLC; ORA Properties, LLC;  
10923 Olive Partners, L.L.C.)

Stern (Forsyth Investments LLC)

Gershman Trust (Bettie Gershman, Trustee of the Bettie Gershman Revocable Trust  
dated 08-29-95, as amended)

Wolff (Creve Coeur Real Estate Venture IV, LLC)

Carl J. Lumley, Esq., Creve Coeur City Attorney

Olive/Graeser Transportation Development District Board of Directors

From: Jenkins & Kling, P.C., on behalf of the Olive/Graeser Transportation Development  
District Board of Directors

Date: July 15, 2011

Re: Quarterly report required by section 4.15 of District Development Agreement

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Please consider this memorandum as the quarterly report of the District's Board of Directors required by section 4.15 of the District Development Agreement entered into among the District, the City of Creve Coeur, and the District's property owners and dated August 31, 2009, as amended (the "***District Development Agreement***").

1. Status of Construction. Pursuant to the District's Resolution No. 09-005, Pace-Creve Coeur Associates, L.L.C. (the "***Developer***") is the District's agent for the purpose of completing the Infrastructure Improvements. Please see the Developer's quarterly report for an update on construction status.

2. District Revenues. To date, the District has collected **\$47,623.19** for the current year from the 1% transportation development district sales tax. The District collected \$49,009.96 in 2010. Below is a summary of the 2011 collections to date:

| <b>MONTH</b>  | <b>TOTAL COLLECTED</b> |
|---------------|------------------------|
| January 2011  | \$9,710.47             |
| February 2011 | \$2,624.91             |
| March 2011    | \$7,068.55             |
| April 2011    | \$7,422.07             |
| May 2011      | \$6,985.52             |
| June 2011     | \$9,153.50             |
| July 2011     | \$4,658.17             |
| <b>TOTAL</b>  | <b>\$47,623.19</b>     |

3. District Expenses. The District has approved three certificates of reimbursable project costs submitted by the Developer:

| <b>CERTIFICATE</b>            | <b>AMOUNT APPROVED</b> |
|-------------------------------|------------------------|
| No. 1 (approved 08-26-10)     | \$314,696.00           |
| No. 2 (approved 01-13-11)     | \$440,035.00           |
| No. 3 (approved 05-05-11)     | \$520,269.00           |
| <b>Total approved to date</b> | <b>\$1,275,000.00</b>  |

4. Outstanding Obligations of the District. The District issued a Series A Note (as defined in the District's trust indenture) to the Developer dated October 22, 2010, having a maximum principal amount of \$1,250,000 plus issuance costs (the "***Developer Note***"). To date, Schedule 1 to the Developer Note reflects an outstanding principal balance of **\$1,264,000.00**. The Developer Note is currently the only outstanding obligation of the District.

5. Resolution of Claims. The Developer has resolved and settled claims for payment made by sub-contractors Pace Construction Company, Breckenridge Material Company, and Bussen Quarries, Inc., who provided work, labor, materials, and/or equipment with respect to the Infrastructure Improvements (as defined in the District Development Agreement dated August 31, 2009) asserted after Aura Contracting, LLC failed to pay such sub-contractors. In connection with the settlements, the subcontractors provided a full and complete release of any and all claims against the District, the Developer, the City of Creve Coeur, the Missouri Highways and Transportation Commission, the owners of property within the District, and all of their directors, employees, officers, and representatives.

**QUARTERLY REPORT**  
**Olive/Graeser Transportation Development District**

To: Mark Perkins, Creve Coeur City Administrator  
cc: Credit Union (First Community Credit Union)  
Hutkin (Adkins Farms, Inc.; D Hutkin Family Investors, LLC; ORA Properties, LLC;  
10923 Olive Partners, L.L.C.)  
Stern (Forsyth Investments LLC)  
Wolff (Creve Coeur Real Estate Venture IV, LLC)  
Carl J. Lumley, Esq., Creve Coeur City Attorney  
Olive/Graeser Transportation Development District Board of Directors  
From: Steve Heitz on behalf of Pace-Creve Coeur Associates, L.L.C.  
Date: August 23, 2011  
Re: Quarterly report required by section 4.15 of District Development Agreement

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Please consider this memorandum as the quarterly report of the Developer, Pace-Creve Coeur Associates, L.L.C., required by section 4.15 of the District Development Agreement entered into among the District, the City of Creve Coeur, and the District's property owners and dated August 31, 2009, as amended (the "***District Development Agreement***").

1. Status of Construction. We have completed the project subject to the completion of certain punch list items pertaining to the traffic signals and setting markers for the new Right-of-Way. Gerstner Electric will begin work on the traffic signal punch list this week and complete such work early next week and Stock & Associates will mark the new ROW this week. If all goes well we hope to have final approval from MoDOT some time next week. We are also in the process of collecting final invoices from all sub-contractors, suppliers and service providers in order to finalize the cost on this project.