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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, October 10, 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)

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Council Minutes dated September 26, 2011

b. A donation of \$1000 has been received by the Police department from L. John Doerr. The police department is seeking City Council approval to accept the donation for the Creve Coeur Police department Welfare Fund. Summary: The police department received a donation from L. John Doerr, a former Creve Coeur resident, and nephew of William Kisling who has asked that the donation of \$1000 be donated to the Creve Coeur Police Officers Welfare Fund.

c. Resolution No. 982 - A Resolution Authorizing The City of Creve Coeur To Purchase 1 ETWIST® Station Kit And 3 ETWIST ® Field Kits To Be Used For Evidence Identification And Tracking In The Police Evidence Locker
Summary: The Police department has recognized the need for an evidence identification and tracking system to be used in our evidence locker. The E Twist System will allow our evidence to be entered into our storage facility at a faster rate and the items can be tracked electronically. The time that is saved from processing evidence can be redirected into working other investigation cases. It is estimated that our current evidence custodian spends approximately 20 hours



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a month entering and categorizing evidence. The total cost of \$20,504 will be largely offset by a grant of \$15,378.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated October 4, 2011 in the amount of \$381,509.14 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Ordinance No. 5224 - An Ordinance Codifying The City's Lateral Sewer Repair Fund, Reducing The Annual Fee, And Containing An Emergency Clause. Reconsideration

Summary: Reconsideration proposed to clarify that the fee reduction intended to be for the entire tax year, by changing "effective October 1, 2011" to "effective with the 2011 Real Property Tax Year"

3. Bill No. 5340 - An Ordinance Adopting Section 205.165 Of The Creve Coeur Municipal Code, Prohibiting Supplemental Feeding Of Deer. Final Reading and Passage

Summary: The proposed ordinance would prohibit anyone, unless expressly permitted by law, from distributing or leaving any fruit, grain, hay, vegetable, mineral, salt, or other food, of any kind or nature, with the intent to attract or feed white-tailed deer on public or private lands.

4. Bill No. 5341 - An Ordinance Amending The Code Of Ordinances Of The City Of Creve Coeur By Adding New Provisions Relating To A Deer Control Policy And Deer Hunting Regulations. Final Reading and Passage

Summary: The proposed ordinance authorizes archery hunting of deer within City limits as an alternative for managing the deer population, subject to restrictions as outlined in the ordinance.

NEW BUSINESS

5. Bill No. 5343 - An Ordinance To Amend Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Motor Vehicle Dealers, New And Used, And Used Only, As A Conditional Use In "LI" Light Industrial Zoning District, And Establishing Conditions For Such Use. First Reading

Summary: Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider



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certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District. Currently only Motorcycle Dealers are permitted with conditions in the "LI" District. The Planning and Zoning Commission recommended including New and Used, and Used Only Motor Vehicle Dealers, as a conditional use, as long as all business operations (including but not limited to vehicle service, cleaning and storage) will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.

6. Bill No. 5344 - An Ordinance Amending Section 210.015 Of The Code Of Ordinances Regarding Domestic Violence. First Reading

Summary: Senate Bill 320 provides for some changes in the statute that should also be incorporated into City Ordinance Section 210.015 which will update our ordinance. This ordinance will provide for a Domestic Violence Ordinance for the City.

7. Bill No. 5345 - An Ordinance Authorizing The Execution Of An Amendment To The City's Residential Solid Waste Collection Services Agreement. First Reading

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.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

8. Transportation Development District Updates

Summary: Staff will provide an update on the Olive and 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 10/6/2011 4:45 p.m.

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, September 26, 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, September 26, 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:

Mrs. Nealey	Council Member Ward II
Mr. Wang	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mr. Saunders	Council Member Ward IV
Mrs. Rhoades	Council Member Ward IV

* - Absent: Council Members Kistner, Kreuter and D'Alfonso

COMMENTS FROM THE GENERAL PUBLIC

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

Mayor Dielmann stated the Chik Fil A application for a text amendment has been withdrawn and will not be discussed this evening.

Deni Donovan, City Clerk for Bellefontaine Neighbors, read a statement recognizing Deborah Ryan, City Clerk for her achievement of the designation of Missouri Professional City Clerk.

Lynda Rezny resident of 104 Graeser Acres stated she is relieved to know that the request to reduce the acreage for a fast food restaurant has been withdrawn. This is just another example of a scheme that would increase the number of fast food drive thrus in Creve Coeur. The residents of Creve Coeur are not interested in more drive thru restaurants.

Laura Bryant resident of 1273 Hezel Lane stated some feel like the process has worked like it should in regards to the withdrawal of the application but would like to argue otherwise. The people here tonight have better things to do then to sit here and property owners don't want to have to hire attorneys. Laura Bryant asked Council to reconsider again the issue of informal



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vetting and still feels that developers would not bring forth aggressive controversial projects unless there was some sort of encouragement.

Robert Kent resident of 13084 Fern Trails Land stated the newly constructed Ice Arena sign needs to be completed with landscaping and along Craig to Olde Cabin there needs to be additional directional signage for the golf course.

Mark Perkins stated landscaping could not be installed until this time of year and will be installed in the next few weeks. The estimated costs for all of the contracted work was \$25,000 and the staff reports at the beginning of the project included that city crews would be doing some demo work and landscaping and nothing has changed from those reports and the project continues to be within budget.

Debbie Cole resident of 3146 Graeser Acres stated a petition was submitted at the Planning and Zoning Commission and read the title for the record, "We, the undersigned, strenuously oppose the proposed text amendment before the Creve Coeur Planning and Zoning Commission which would allow fast food restaurants on less than a 3 acre parcel of ground. We oppose this amendment on the grounds that it will open Olive Blvd. to over-development similar to the situation on Manchester Rd. and that it will create traffic back-ups on Olive Blvd. and the surrounding residential streets. We strongly urge the members of the commission to recommend to the Creve Coeur City Council that they maintain the current and sensible code by defeating this text amendment when it is brought before them for their consideration." Ms. Cole stated many of the residents that she spoke with when walking around gathering signatures for this petition didn't even know what was going on or what was proposed for that site. Other than a tiny little blurb in the City's newsletter and a sign on the City's property the City didn't do a very good job of informing the citizens of what was going on. Ms. Cole stated she agrees with the comment made previously regarding informal vetting and requested that Council Members contact her any time they are going to speak with any developers.

Mayor Dielmann stated he would not do that and part of his job as Mayor was to promote Economic Development.

Council Member Rhoades stated it is not realistic for elected officials to contact the public anytime they are asked to speak with any applicant and/or developer.

Council Member Nealey stated it is not a policy of hers to speak with a developer without staff or anyone else being with her. But in her day job, she is often at functions where she would meet a potential applicant or developer just by chance and could not make that promise that she would contact a resident.

Council Member Hoffman stated it is not a policy of his to speak with applicants or developers and would like to state for the record that the notification signs were posted correctly. The City



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of Creve Coeur really goes above and beyond for notification compared to other municipalities regarding notification to residents.

Mark Perkins stated the information regarding the application for text amendment was in the newsletter, signs posted with the recording information were posted correctly, and public hearing information was in the newspaper, on the homepage and on the board out front. The staff also sent out information to those who have signed up for the list serve to receive information from the City. So staff made a very good effort to get the word out regarding the application.

Debbie Cole stated it would have been more effective if the signs would have been placed in the area that would have been affected.

David Caldwell resident of 257 Brooktrail Ct stated he is not totally opposed to informal vetting but the applicant should, under oath, disclose which elected officials they had conversations with.

David Caldwell resident of 257 Brooktrail Ct read and presented a statement for the record. (Exhibit A)

Mel Klearman resident of 739 Burgerac Drive stated there was a Graeser TDD meeting on September 22, 2011 which was the first since May and at the meeting there was a statement made by Denise who is a Financial Advisor for Graeser TDD and requested that Dan Smith recap the comments.

Dan Smith stated at the Graeser TDD meeting there were some invoices submitted for payment that were duplicates as a result of the issues with Aura Construction. Those were identified by City staff and as a result they substituted eligible expenses and removed the duplicate payments. The Board also identified funds that were eligible for Series B Notes and it has always been staff's position that those notes are not eligible for reimbursement as they are considered duplicate payments to Aura Construction.

Mel Klearman stated there is a lot of tax payer money financing this TDD and asked the elected officials to stop sitting on their legislative responsibility and get some businesses in the City that generate revenue.

ACCEPTANCE OF AGENDA

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

Council Member Rhoades requested the removal of Item 6, Bill No. 5342 from the agenda.

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



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

The vote on the motion being 5 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

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

1. CONSENT AGENDA

Council Member Hoffman moved, seconded by Council Member Rhoades to approve the consent agenda.

- a. Council meeting minutes dated September 8, 2011**
- b. Authorization to Dispose of Criminal Intelligence files and Juvenile reports which have met the mandated retention schedule and are recommended for disposal under RSMO 109.230.**

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

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

The vote on the motion being 5 ayes and 0 nays, motion carried.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated September 20, 2011 in the amount of \$109,425.36 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, September 26, 2011
7:00 PM

2. 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. Final Reading and Passage

City Clerk read Bill No. 5338 for the final time.

Council Member Wang moved, seconded by Council Member Saunders to approve Bill No. 5338.

Council Member Rhoades stated she is unable to support this measure and would like to examine the potential of a tax reduction.

Council Member Saunders stated there are a lot of issues to consider with this Bill but doesn't feel comfortable raising taxes.

Council Member Rhoades stated she is in favor of retaining the tax level as it is but is opposed to an increase.

Council Member Hoffman stated one of the places we can look at lowering is utility taxes.

Council Member Rhoades moved, seconded by Council Member Hoffman to keep the tax at the 2010 rate.

Dan Smith stated for clarification this would take us back to the base rate. Mr. Smith stated if we block the new rates then this is our starting point for next year, which he is not opposed to but wanted the Council to understand. The proposed increase would have only made a one tenth of one percent difference from this year as calculated in the report from the Board of Equalization.

Mark Perkins asked what the difference would have been if the new rate would have been approved.

Dan Smith stated the difference of the revenues for residential would have been \$13,000 - \$14,000 total and for the commercial it would have been \$4,500.

Council Member Hoffman stated so it is under \$20,000.

Dan Smith stated correct.

Mayor Dielmann called the question to amend Bill No. 5338 to keep the tax rates at the 2010 level, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye



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Council Member Saunders – Aye

Council Member Hoffman – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

Mayor Dielmann called for the vote to approve Bill No. 5338 as amended, 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 Wang – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried. Amended Bill No. 5338 becomes Ordinance No. 5223.

NEW BUSINESS

3. Bill No. 5339 - An Ordinance Codifying The City's Lateral Sewer Repair Fund, Reducing The Annual Fee, And Containing An Emergency Clause. First Reading

City Clerk read Bill No. 5339 for the first time.

Council Member Rhoades moved, seconded by Council Member Hoffman to call for the second reading of Bill No. 5339 with the Emergency Clause, 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 Wang – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

City Clerk read Bill No. 5339 for the final time.

Mark Perkins stated in 1999, Creve Coeur voters approved a fee for a sewer lateral insurance program. The annual fee of \$28 provides funding for the program, which pays for up to 80% of eligible costs for sewer lateral repairs up to a maximum of \$7,500. Over the years, the fund balance in the sewer lateral fund has grown, as revenues consistently exceed program expenditures. As a result, it is proposed that the annual fee of \$28 be lowered to \$18. Mark Perkins stated in order to meet the October 1 deadline for submitting changes to the county's property tax bill, the ordinance would need to be approved on an emergency basis on September 26.



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Council Member Rhoades moved, seconded by Council Member Wang to approve Bill No. 5339, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 5 ayes and 0 nays, motion carried. Bill No. 5339 becomes Ordinance No. 5224.

**4. Bill No. 5340 - An Ordinance Adopting Section 205.165 Of The Creve Coeur Municipal Code, Prohibiting Supplemental Feeding Of Deer.
First Reading**

City Clerk read Bill No. 5340 for the first time.

Jaysen Christensen stated at its meeting on September 8th, the City Council considered citizen input received from the August 29th public forum on deer management. Based on this input, it appears that prohibiting the feeding of deer and permitting controlled archery hunts are the most widely supported alternatives for managing the City's deer population. In a straw poll of the approximately 50 citizens that attended the City's deer public forum, only three expressed opposition to a no-feed ordinance. The City's of Ballwin, Chesterfield, Clarkson Valley, and Town and Country currently prohibit the feeding of deer. The ordinance would prohibit anyone, unless expressly permitted by law, from distributing or leaving any fruit, grain, hay, vegetable, mineral, salt, or other food, of any kind or nature, with the intent to attract or feed white-tailed deer on public or private lands. Most of the residents that attended the public forum also showed support for archery hunting and voted 22 to 6 in a straw poll in favor of the City authorizing this kind of a program. The proposed ordinance is closely modeled after the ordinances in Chesterfield and Clarkson Valley. Ordinance requirements include the following:

- Hunters receive special safety training.
- Hunters must obtain written permission from the owners of any property they hunt on.
- Property or combination of properties hunted on must be at least one acre.
- Contiguous property owners must be notified in advance of any hunt.
- Hunters may not retrieve deer from any property without the owner's permission.
- Hunters are required to label all arrows with their Missouri Department of Conservation identification number.
- Property owner must provide a certificate of insurance or indemnity bond of at least \$2,000,000 per occurrence insuring or bonding the property owner and/or hunter.
- All hunting must be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property.



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Additional information about deer management and the deer public forum is available on the City's website at <http://www.creve-coeur.org/index.aspx?NID=555>.

Tom Evans resident of 119 Royal Gate stated he is in support of both ordinances and commended Creve Coeur for moving swiftly on this issue. The deer are becoming comfortable around humans and it is becoming a hazard.

Lou Salamone stated salt licks are not food but a mineral that the deer need as a supplement to their diet.

Carl Lumley stated the ordinance doesn't separate but it does have the option to allow temporary feeding, with permission, to count deer.

Council Member Rhoades asked if baiting an area would be permitted.

Lou Salamone stated that is against the law through the Missouri Department of Conservation and a salt lick or minerals are not considered bait.

Kathleen Brooke and resident of Ward III and psycho therapist stated even considering these ordinances is appalling and shortsighted. This could cause serious affect to the children of this area who would happen to see a deer get shot or carried out of someone's yard.

Jack Groenke resident of Country Forest stated there are too many deer and is glad the City is helping residents find a solution.

Gay Ackerman resident of 26 Balcon Estates stated she has lived in her house for 44 years and have always had deer but in the past few years the deer have become fearless. She now has to shovel fecal matter off her driveway when she wants to drive out of her garage. Ms. Ackerman stated she is becoming fearful that the deer are going to come through her windows.

Jerry Partlow resident of 127 Royal Gate states someone is going to get killed on Ladue Road when they encounter a deer at dawn or dusk.

Laura Bryant commended Council Member Nealey for all of her hard work on this issue.

5. Bill No. 5341 - An Ordinance Amending The Code Of Ordinances Of The City Of Creve Coeur By Adding New Provisions Relating To A Deer Control Policy And Deer Hunting Regulations. First Reading
City Clerk read Bill No. 5341 for the first time.

6. Bill No. 5342 - An Ordinance To Amend Section 405.470, Conditional Uses, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri To Allow Restaurants With Drive-Through Service In The



CITY OF CREVE COEUR – MINUTES
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**“PC,” “GC” And “CB” Zoning Districts On Lots Of One Acre At Least
One-Half Mile From Any Similar Facilities. First Reading**

Item removed from the agenda.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

7. Community Survey 2011

Mark Perkins stated the City has conducted in each of the 2005 and 2008 a community survey which is a scientifically conducted survey to gain feedback from residents in two main areas. One is city services and the other is to gain feedback on a variety of issues that the city faces. Staff is planning to move forward with the survey. Staff solicited and received several bids to conduct the survey and have decided on Ken Warren whom has conducted our last two surveys and is the lowest bid. His bid was well under the budgeted amount at \$11,000. They will conduct between 500 and 700 surveys by telephone. Staff is currently developing the survey and the surveys will be conducted in late October.

Mayor Dielmann stated the deer ordinance will be eligible for final reading at the next Council meeting and the Council can make a final decision then regarding this issue.

Mark Perkins stated he does have a few items for Executive Session.

Council Member Hoffman stated he would like to commend the Creve Coeur Fire Department on a great safety fair yesterday. The weather and the turnout from the community was great.

Council Member Rhoades asked if the deer information could be put on the City's website.

Mark Perkins stated staff can do that.

Council Member Hoffman moved, seconded by Council Member Wang to go into Executive Session at 8:25 p.m., pursuant to Section 610.021, to discuss litigation and attorney-client matters, 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 Wang – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

Council Member Hoffman moved, seconded by Council Members Saunders to adjourn Executive Session and return to regular session at 8:50 p.m., with the vote upon such motion being as follows, to-wit:



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

The vote on the motion being 5 ayes and 0 nays, motion carried.

Council Member Wang moved, seconded by Council Member Hoffman to adjourn at 8:51 p.m., 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 Wang – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: October 3, 2011
TO: Mark Perkins, City Administrator
FROM: Chief Glenn Eidman
SUBJECT: Donation

The police department received a donation from L. John Doerr, a former Creve Coeur resident, and nephew of William Kisling who has asked that the donation of \$1000 be donated to the Creve Coeur Police Officers Welfare Fund. Mr. Doerr's reason for the donation was because of some very fond memories of growing up in Creve Coeur and interactions with the Police department. Specifically, Mr. Doerr made reference to a time in his life when he was ten years old and ran away from home. The Police department was able to locate him and return him to his parents shortly thereafter.

In accordance to the City Ordinance and policy, I am requesting that this donation be accepted and placed into the Creve Coeur Police Officers Welfare Fund. A copy of the check has been provided as well.

**L. JOHN DOERR
ANN HOWLAND DOERR**
555 Bryant Street #722
Palo Alto, CA 94301

BANK OF THE WEST
SAN FRANCISCO, CA 94104
90-78/1211

1477

9/27/2011

PAY TO THE ORDER OF Creve Coeur Police Dept. Welfare Fund

\$ **1,000.00

One Thousand and 00/100*****

DOLLARS

Chief of Police Glen Eidman
c/o Creve Coeur Police Dept.
300 N. New Ballas Road
Creve Coeur, MO 63141

MEMO

Contribution

B. Hager
AUTHORIZED SIGNATURE

⑈001477⑈ ⑆121100782⑆ 042071654⑈

L. JOHN DOERR ANN HOWLAND DOERR

1477

Creve Coeur Police Dept. Welfare Fund

Date	Type	Reference	Original Amt.	Balance Due	9/27/2011 Discount	Payment
9/27/2011	Bill	9/17/2011	1,000.00	1,000.00		1,000.00
				Check Amount		1,000.00

RESOLUTION NO. 982

**A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO
PURCHASE 1 ETWIST® STATION KIT AND 3 ETWIST® FIELD KITS TO
BE USED FOR EVIDENCE IDENTIFICATION AND TRACKING IN THE
POLICE EVIDENCE LOCKER**

WHEREAS, the Police Department has identified the need for an evidence identification and tracking system; and

WHEREAS, the City of Creve Coeur through the Police Department's Investigations budget planned in fiscal year 2011/2012, \$22,000 for the purchase of an evidence identification and tracking system; and

WHEREAS, the Creve Coeur Police Department sought competitive pricing for this purchase; and

WHEREAS, a grant for this purchase was sought by the Creve Coeur Police Department for 25% match funding; the grant will fund 75% of the purchase and has been awarded to the Police Department in the amount of \$15,000; and

WHEREAS, the 1 eTWIST® Station Kit and 3 eTWIST® Field Kits to be used for Evidence Identification and Tracking Initiative is a sole source vendor; and

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

Section 1: The City of Creve Coeur is authorized to purchase the eTWIST evidence identification and tracking initiative system at a price not to exceed \$20,504.

Section 2: Be it further resolved that this Resolution shall become effective upon adoption by the City Council.

Adopted this 10th day of October,

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 09-28-11
TO: Chief Eidman
FROM: Sgt. Chellis
SUBJECT: E Twist Evidence System (Primary Marking Systems Inc.)

Chief Eidman,

Our Police Department has conducted research for an Evidence Bar Code System. We obtained a Missouri Department of Public Safety Grant in the amount of \$15,378 for this system. I would like to purchase the E Twist Evidence System manufactured by "Primary marking Systems Inc." Currently our evidence custodian maintains thousands of items of evidence in our current inventory. Our evidence custodian is responsible for the management, destruction, and preparation of quarterly and yearly audits. The E Twist System will allow our evidence to be entered into our storage facility at a faster rate and the items can be tracked electronically. The time that is saved from processing evidence can be redirected into working other investigation cases. It is estimated that our current evidence custodian spends approximately 20 hours a month entering and categorizing evidence. Maplewood Police currently use this system and they advised that amount of time to process evidence is reduced by approximately fifty percent. Maplewood Police added that using this system also decreases the amount of time that patrol officers need to package evidence. This allows their patrol officers to return to patrol duties at a faster rate.

Primary Marking Systems is the sole manufacturer of the E Twist System. They provided the following written quote:

E Twist Computer Station	\$6,400
E Twist Field Kit	\$5,400
E Twist Network Software (10users)	\$7,000
1 year Software (2@\$215) 3 year Computer Maintenance (2@ \$387) Training (\$500)	\$1,704
Total	\$ 20,504

On July 1, 2011, The Creve Coeur Police Department received an Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase the E Twist system in the amount of **\$15,378.**(Contract Number: 2010-JAG-008)

This amount will be reimbursed to our City after the E Twist System is purchased. To complete the grant requirements, we will need to purchase this system by January 2012. We will also have to provide a copy of a check made payable to "Primary Marking Systems" in the amount of \$20,504 and also a copy of our Purchase Order.

After the reimbursement from the Missouri Department of Public Safety, the total cost to the City of Creve Coeur for the E Twist System will be **\$5,126.**

Primary Marking Systems state that they can install the system within two weeks of receiving payment. They also state they can arrange and conduct a training class for our employees during this same time span.

This purchase was authorized in the amount of \$22,000 for the 2010-2011 Investigation Unit budget under line item 01-21-21-9503; however the price of the system is currently at \$20,504.

Respectfully,

Sergeant Jeffrey W Chellis
Investigations Supervisor

PRIMARY MARKING SYSTEMS
INCORPORATED
SOLUTIONS AND SUPPLIES

4326 Rider Trail North
Earth City, MO 63045
314-344-9178 * FAX * 314-344-9955
www.primarymarking.com

February 4, 2011

Det. Jeff Hartman
Creve Coeur Police Department
300 N. New Ballas Road
Creve Coeur, MO 63141

Good Morning,

Primary Marking Systems, Inc. is pleased to provide you a quote for 1 eTWIST® Station Kit and 3 eTWIST® Field Kits to be used in your Evidence Identification and Tracking Initiative. Together Primary Marking and Motorola® have completed several projects similar to yours and the corresponding documents will provide all of the tools necessary to meet and exceed those requirements. Please feel free to contact Lt. Kerry Daniels at Maplewood Police Department, with similar previous requirements.

(1) eTWIST Station Kit P/N 007-ECK-75 Includes:

Motorola MC7596, 2D Imager, Qwerty, 802.11, Camera, BT, GSM/EDGE/GPRS, GPS
2 Gig SD Card
Single slot cradle, PS, Line cord
eTWIST software (Handheld and Desktop)
eTWIST Case
Roll of 4 x 1 Preprinted Film Barbell Labels (2000)
Zebra Thermal Transfer Printer GX420T, TT, BT, 203dpi, LCD, 4", ZPLII
4 x 6 TT Labels, paper, perf (250 labels)
4.33 x 244' wax ribbon (1 ribbons)
USB Cable

<u>Price:</u>	\$6,400.00/Kit
1 year Software Maintenance – Include upgrades	\$ 215.00
3 year depot MC7596 Maintenance	\$ 387.00

(1) eTWIST Field Kit P/N 007-EFK-75 Includes:

Motorola MC7596, 2D Imager, QWERTY, 802.11, Camera, BT, GSM/EDGE/GRPS, GPS
2 Gig SD Card
Single slot cradle, PS, Line cord
eTWIST software (Handheld and Desktop)
eTWIST Case
Roll of 4 x 1 Preprinted Film Barbell Labels (2000)
USB Cable

<u>Price:</u>	\$ 5,400.00/Kit
1 year Software Maintenance – Include upgrades	\$ 215.00 each
3 year depot MC7596 Maintenance	\$ 387.00 each
eTWIST® Network Software (10 users) – Includes upgrades	\$ 7,000.00
<u>Professional Services:</u> Included all set up and training (est. 1 day)	\$ 500.00

<u>Total:</u>	<u>\$20,504.00</u>
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Thank you for your consideration,

P.J. McIntyre
eTWIST Product Manager

February 24, 2011

Mr. Andrew J. Brennan
Procurement Coordinator
LSU Office of Purchasing
213 Thomas Boyd Hall
Baton Rouge, LA 70803

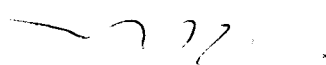
Dear Mr. Brennan,

Pursuant to your request, please accept the following:

- 1) Primary Marking is the Sole Manufacturer for eTWIST® Station and Field Kits as quoted.
- 2) Primary Marking is the Sole Distributor to all Federal agencies, Colleges and Universities for eTWIST® Station and Field Kits as quoted.

Please let me know if you have questions regarding the subject matter of this letter. I am happy to discuss them as prudent

Sincerely,



Tim McIntyre
Vice President of Sales



Application

3 - 2011 JAG

253 - Automating Evidence Management to Maintain Evidentiary Integrity

Edward Byrne Memorial Justice Assistance Grant (JAG)

Status: Submitted Submitted Date: 02/24/2011 3:58 PM

Applicant Information

Primary Contact:

Name:* Mr. Jonathan McIntosh
Title First Name Last Name
 Job Title: Police Officer
 Email: jmcintosh@ci.creve-coeur.mo.us
 Mailing Address: 300 N. New Ballas Road
 Street Address 1:
 Street Address 2:
 * City State/Province Postal Code/Zip
 Creve Coeur Missouri 63141
 314-432-8000
 Phone:* Ext.
 Fax: 314-442-2090

Organization Information

Applicant Agency: Creve Coeur, Police Department
 Organization Type: Government
 Federal Tax ID #: 43-6005772
 DUNS #: 071979595
 CCR Code: 5CEA3 02/14/2012
Valid Until Date
 Organization Website: www.creve-coeur.org
 Mailing Address: 300 N. New Ballas Road
 Street Address 1:
 Street Address 2:
 * City State/Province Postal Code/Zip
 Creve Coeur Missouri 63141 7533
 County: St. Louis
 Congressional District: 01
 Phone:* 314-432-6000
 Fax: 314-872-2539
 Ext.

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

Name:* Mr Mark Perkins
Title First Name Last Name

Job Title: City Administrator

Agency: City of Creve Coeur

Mailing Address: 300 North New Ballas Road

Street Address 1:

Street Address 2:

City/State/Zip:* Creve Coeur Missouri 63141
City State Zip

Email: mperkins@ci.creve-coeur.mo.us

Phone:* 314-872-2511

Fax: 314-872-2539

Ext.

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief, Sheriff, or Director of Public Safety.

Name:* Mr Glenn Eidman
Title First Name Last Name

Job Title: Chief of Police

Agency: City of Creve Coeur

Mailing Address: 300 North New Ballas Road

Street Address 1:

Street Address 2:

City/State/Zip:* Creve Coeur Missouri 63141
City State Zip

Email: geidman@ci.creve-coeur.mo.us

Phone:* 314-872-2523

Fax: 314-432-5691

Ext.

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).

Name:* Mr Dan Smith
Title First Name Last Name

Job Title: Director of Finance

Agency: City of Creve Coeur

Mailing Address: 300 North New Ballas Road

Street Address 1:

Street Address 2:

City/State/Zip:* Creve Coeur Missouri 63141
City State Zip

Email: dsmith@ci.creve-coeur.mo.us

Phone:* 314-432-6000

Fax: 314-872-2539

Ext.

Officer in Charge (if applicable)

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant

project and operations.

Name:	Mr	George	Hodak
	Title	First Name	Last Name
Job Title:	Commander of Police Operations		
Agency:	City of Creve Coeur		
Mailing Address:	300 North New Ballas Road		
Street Address 1:			
Street Address 2:			
City/State/Zip:	Creve Coeur	Missouri	63141
	City	State	Zip
Email:	ghodak@ci.creve-coeur.mo.us		
Phone:	314-442-2073		
			Ext.
Fax:	314-432-5691		

Project Summary

Application Type: New

Current Contract Number(s): N/A

Program Category: Planning, Evaluation, and Technology Improvement

Project Type: Local

Geographic Area: City of Creve Coeur, Saint Louis County, MO

Brief Summary: This project will fund the purchase of an automated evidence management system for the City of Creve Coeur, located in west St. Louis County. This system, currently used by several St. Louis Metropolitan Police Agencies, will allow officers to log evidence from the crime scene until it is disposed off. Maintaining a solid chain of custody of our evidence will ensure that all forensic and criminal evidence will be admissible in court. This will facilitate a solid prosecution of criminals in court.

Currently, the City of Creve Coeur is managing nearly 10,000 pieces of evidence in its inventory. This evidence is the responsibility of one police department employee who, in addition to his evidentiary duties, must also maintain a case load of criminal investigations. With the assistance of an evidence management system, police department employees will spend no more than 20 hours a month on typical evidence maintenance nearly half the time spent now. Additionally, the system will cut the amount of time needed to perform annual evidence audits as required by the Commission on Accreditation of Law Enforcement Agencies.

This is a new project for the City of Creve Coeur that will generate no revenue. The City of Creve Coeur will share 25% of the costs to implement this project. The goal of this project is to increase the amount of time our officers and detectives can spend on criminal investigations and community policing by decreasing the amount of time spent on the administration of evidence.

Program Income Generated: No

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
N/A	N/A	Created	FT	\$0.00	0	100.0	\$0.00	25.0	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00

Personnel Justification

If personnel is not included in the budget, put N/A.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses as it relates to the proposed project.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Personnel Justification

N/A

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
CERF	N/A	\$0.00	0	100.0	\$0.00	25.0	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00

Personnel Benefits Justification

If personnel benefits are not included in the budget, put N/A.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Benefits Justification

N/A

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost	Local Match %	Local Match Share	Federal/State Share
N/A	N/A	\$0.00	0	\$0.00	100.0	\$0.00	\$0.00
				\$0.00		\$0.00	\$0.00

Personnel Overtime Justification

If overtime is not included in the budget, put N/A.

If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.

If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Overtime Justification

N/A

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
CERF	N/A	\$0.00	0	100.0	\$0.00	25.0	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00

Personnel Overtime Benefits Justification

If overtime benefits are not included in the budget, put N/A.

If overtime benefits are included in the budget, provide justification for each fring benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Overtime Benefits Justification

N/A

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
N/A	Airfare/Baggage	\$0.00	1.0	1.0	\$0.00	100.0	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00

Travel/Training Justification

If travel/training is not included in the budget, put N/A.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Travel/Training Justification

N/A

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
eTWIST Evidence Station/Docking Kit	P/N 007-ECK-75 - Motorola MC7596 & Zebra GX420 T printer	\$6,400.00	1.0	Primary Marking Systems, INC - PJ McIntyre	100.0	\$6,400.00	25.0	\$1,600.00	\$4,800.00
eTWIST Field Evidence Collection Kit	P/N 007-EFK-75; Motorola MC7596	\$5,400.00	1.0	Primary Marking Systems, INC - PJ McIntyre	100.0	\$5,400.00	25.0	\$1,350.00	\$4,050.00
						\$11,800.00		\$2,950.00	\$8,850.00

Equipment Justification

If equipment is not included in the budget, put N/A.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Equipment Justification

Both eTWIST kits listed above contain a Motorola MC Series handheld computer, removable SD data card to allow for expandable computer memory in the handheld computer, charging and syncing cradle, Pelican Brand weather proof case and pre-printed bar code labels for evidence packaging. This computer is the device that officers will use in the evidence room and at a crime scene to collect and enter the evidence tracking and descriptive data. This device creates GPS waypoints from the point of evidence collection, scans the pre-printed bar-code labels used to mark evidence and has a camera for photographing evidence as it is seized. If needed, an officer can add an additional SD card to store more data at a crime scene. The charging and syncing cradles are used to charge the handheld unit and sync/download the data obtained at a crime scene with the database stored on a desktop computer in the police station.

The eTWIST Station Kit includes a portable Zebra printer that can be brought to a large crime scene and print the pre-printed evidence tracking labels directly to evidence as it is collected.

Both systems are required as one will be kept at the station for cataloging, auditing and tracking evidence at the station. The second system will be used at crime scenes as evidence is collected. They are interchangeable and can be used for either application in case one is taken out of service.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
eTWIST Software	One-Time	\$7,000.00	1.0	100.0	\$7,000.00	25.0	\$1,750.00	\$5,250.00
					\$7,000.00		\$1,750.00	\$5,250.00

Supplies/Operations Justification

If supplies/operations are not included in the budget, put N/A.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Supplies/Operations Justification

eTWIST is a proprietary system. This software enables officers to collect, catalog, audit and process evidence.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Hardware Maintenance on two Motorola MC7596 units	Other	\$387.00	2.0	100.0	\$774.00	25.0	\$193.50	\$580.50
Setup & Training	One-Time	\$500.00	1.0	100.0	\$500.00	25.0	\$125.00	\$375.00
Software Maintenance on two eTWIST units	Annually	\$215.00	2.0	100.0	\$430.00	25.0	\$107.50	\$322.50
					\$1,704.00		\$426.00	\$1,278.00

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual Justification

Hardware maintenance for the Motorola MC7596, covers all repairs of damages of the handheld computer unit. If anything needs repair on the device, it is covered by this warrantee and includes a guarantee that the equipment will be returned in 48-hours. This maintenance plan is to cover equipment that will be used in every imaginable physical environment and worked 24 hours a day, 7 days a week.

Setup & Training covers all training of officers who administer the program; up to 10 people. The setup integrates the Automated Evidence Management System with our current internal computer network, installation of software and integration with our computer systems.

Finally, software maintenance includes 24/7 technical support, software upgrades, updates and any problems we experience with the software.

Total Budget

Total Federal/State Share:	\$15,378.00
Federal/State Share Percentage:	75.0%
Total Local Match Share:	\$5,126.00
Local Match Share Percentage:	25.0%
Total Project Cost:	\$20,504.00

Brief History of Project Agency

Brief History of Project Agency*

Provide a brief history of the Project Agency, which is the agency that will be implementing the proposed project (e.g. County, Sheriff's Office, Prosecuting Attorney's Office, City, Police Department, State Department, etc). Include a description of any existing programs and explain how the proposed program will coordinate with those existing programs.

The Creve Coeur Police Department provides police services for the City of Creve Coeur, a municipality situated in western St. Louis County near the junction of two major interstate highways; I-270 and US 40/I-64. The city spans over 11 square miles and has a residential population of 16,888. Incorporated in 1949, the city has expanded and evolved significantly in the past 60 years converting itself from an agricultural area to a suburban hub with thousands of homes, multiple apartment complexes, schools, businesses and office buildings. Hundreds of businesses are based in Creve Coeur including the Danforth Plant Science Center, Missouri Baptist University, Covenant Christian Seminary, Reuters News Agency, Smurfitt-Stone, Microsoft, St. John's Mercy Medical Center, the global headquarters of Monsanto Company and hundreds of other corporate and medical offices. We have five Jewish congregations, ten Christian churches and ten schools. When considering all of the businesses, schools, offices and roadways, the daytime population of Creve Coeur swells beyond 50,000.

In 2010, the police department reported 947 crimes, made 1,312 arrests, responded to 21,082 calls for service and took 2,700 police incident reports; numbers that are consistent from 2009. Calls for service are handled by the Patrol & Investigative Division. The police department is budgeted for 49 full-time police officers. Only three officers are full time investigators, one is a part-time investigator assigned to the FBI violent task force and one is a full time investigations supervisor. In the past two years, we have been forced to eliminate one investigators position due to personnel constraints. In addition to handling all criminal investigations within the City of Creve Coeur, the Investigations Division is also responsible for responding to St. Louis Major Case Squad call-outs and managing police evidence. The evidence custodian, who is also a full-time police investigator, spends at least 30% of his time managing evidence; time that could otherwise be spent investigating crimes.

We are currently in the process of obtaining accreditation from The Commission on

Accreditation for Law Enforcement Agencies (CALEA). As part of the accreditation, we are required to complete an annual audit of our police evidence. Under current conditions, this annual event takes approximately 1 week to complete. In addition to this, our evidence custodian must complete an annual purge of evidence that is no longer necessary for prosecution, past the statute of limitations, or from cases that have been disposed of. The implementation of an automated evidence management system will lessen the amount of time necessary for our officers to spend on evidence management and accountability. An automated system will help to show how many pieces of evidence we have in possession; monitor the chain of custody and assist with determining when evidence can be purged. It is estimated that this software can save the City an estimated \$6,000 in personnel costs and allow the evidence custodian to apply nearly 200 extra hours of investigative time to outstanding cases.

Statement of the Problem

Statement of the Problem*

Define the problem you will be attempting to impact with the project for which you are requesting funds. Be specific. Do not include every issue the Project Agency addresses but only the one(s) that will be impacted by the use of the funds being requested. Include facts and statistics on incidents of crime, existing resources or lack thereof, demographic and geographic specifications, etc. to demonstrate a need for funding.

Drug Task Forces - include statistics relating to drug activity that affects your service area, such as types of drugs or organizational rings that exist, street value of those drugs compared to previous year to demonstrate an increase or decrease in demand, number of investigations, number of arrests, total amount of seized narcotics and/or property, number of meth labs dismantled, etc.

The State of Missouri enacted legislation in 2001 requiring that evidence leading to a conviction in a felony case must be preserved until the case is disposed of (RSMO 650.056). Additionally, the police department must maintain evidence on all cases until it is adjudicated, the statute of limitations is up, or until we receive a court order to destroy the evidence. This results in the maintenance, management and organization of thousands of pieces of evidence for an extended period of time. This problem is compounded by the fact that new pieces of evidence are introduced into storage every day, thereby limiting our capacity to store evidence and making the job of evidence management more labor intensive. Without careful evaluation, evidence can go missing, be destroyed, overlooked, or miscounted. Evidence lost could be crucial in the prosecution of a solid criminal case or could be essential in the exoneration of an innocent party. For example, since 2004, 22% of all convicted offenders that were exonerated with the help of the Innocence Project, obtained exoneration because of lost or missing evidence.

According to section 4 of “*The 2007 Survey of Law Enforcement Forensic Evidence Processing*,” “Law enforcement information systems should be enhanced so that they can systematically track and monitor forensic evidence associated with criminal cases” to ensure the timely processing of physical forensic evidence and the accountability and maintenance of evidence available in criminal trials. This survey funded by the National Institute of Justice, found that 56% of the responding law

enforcement agencies did not have a computerized information system capable of tracking their evidence inventory. Joseph Latta and William Kiley of the International Association for Property and Evidence estimate that it takes approximately 30 minutes to purge each per piece of evidence in custody of a police agency. However, with the introduction of a computerized evidence management system, this time can be dramatically lessened.

Currently, the Creve Coeur Police Department does not have a computerized evidence management system capable of tracking the evidence inventory. Therefore, our evidence custodian must handle the duties of evidence management, accountability, destruction, audits, as well as maintain an active case load of over 100 cases annually. The evidence custodian maintains the same active case load as all other investigators, but spends approximately 30% of his time on evidence management. The result is fewer cases solved, less property recovered and less time spent on ensuring the arrest and conviction of guilty parties. Furthermore, the community is suffering because recovered evidence may not be released to the rightful owner due to the amount of evidence we are currently managing.

Goals and Objectives

Goals and Objectives*

Explain your expectations for the proposed program. Be specific.

Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

Objectives are the intermediate results or accomplishments to achieve each goal. The objectives must be both measurable and achievable.

The goal of this program is to implement an automated criminal evidence management system that can track criminal evidence from the crime scene through every step of the trial process eventually leading to the disposal of evidence. By implementing an automated system, we plan on obtaining the following objectives:

- Reduce the amount of time the evidence custodian spends on daily evidence management by 25%; from 40 hours to 30 hours a month in the first year.
- Reduce the amount of time spent on purging evidence from 300 hours annually to 250 in the first year.
- Streamline the evidence collection and processing procedures by improving the chain of custody and evidence accountability
- Ease the delivery and analysis of forensic evidence to the St. Louis County Crime Lab by integrating our automated evidence management system with the system they current use.

Type of Program

Type of Program*

Identify the purpose area for which funds are requested.

Define the services to be provided by this project, who will provide these services, how they will be provided, and who will benefit from them. Give as much detail as possible about your proposed project. Flow charts and outlines to support this narrative description may be included under the "Other Attachments" section.

Multi-Jurisdictional Task Forces - identify the number of agencies associated with the multi-agency effort and the total number of personnel working on this project (including non-grant funded personnel).

These grant funds are requested under the purpose area of Planning, Technology & Improvement. The services offered by this project will be criminal evidence management, maintenance, processing and dispositions.

The services offered by this project lessen the chances of clerical errors and provide a greater level of accountability for evidence collected and submitted in an investigation. It will also provide a guideline and template for the efficient and timely purge of unnecessary evidence. Finally, it will reduce the amount of time spent on evidence management allowing police officers and criminal investigators to spend more time patrolling, investigating, following up leads, identifying suspects, and communicating with victims and members of the community.

Currently, the Creve Coeur Police Department provides police services for the City of Creve Coeur including patrol services, criminal investigations, crime scene processing and forensic evidence collection. All officers receive basic forensic evidence collection and detection training and handle all calls for service and the subsequent investigation and processing of the crime scene. These duties require establishing a chain of custody for criminal evidence and property seized as a result of all investigations. The evidence is then logged and maintained in a secure facility within the Creve Coeur Police Department. Occasionally, evidence seized requires additional processing. In that case, the evidence must be transported to the St. Louis County Crime Lab and be logged on a second set of evidence custody forms.

The entire process of detecting, collecting, logging and submitting evidence for analysis and retention is one of the most important aspects of the criminal investigation; however, one of the most time consuming. A simple mistake at this stage of an investigation such as an incomplete or improperly completed form may result in the loss of vital evidence and a failure of the subsequent criminal prosecution.

The current evidence management system we have identified to meet these needs is the eTWIST evidence management system by Primary Marking Systems, Inc. This system is developed, distributed and manufactured in St. Louis County, MO. eTWIST allows an officer to collect, enter, mark and process evidence at a crime scene. The evidence management system allows investigators to use a handheld computer to take photos of the evidence, mark the GPS location in which it is seized, describe the item, enter notes about the item and then print adhesive bar-code evidence labels at the crime scene. The automated system keeps track of all the evidence that is seized on a crime scene, the time it was seized, the officer who seized it and immediately begins the evidence chain of custody. All data obtained at the scene is stored on the handheld computer and then imported to the case file when the evidence is logged into the secure evidence facility. Evidence forms are

automatically generated and printed, eliminating the need for handwritten carbon copy forms that leave room for errors. Furthermore, this system will soon be implemented by the St. Louis County Police Department; an agency we utilize for evidence collection and maintenance on homicides and violent assaults.

This system will assist our evidence custodian in determining how many pieces of evidence we have in custody, when they can be disposed of, how many pieces of evidence are at the County Crime Lab and what officer has checked out evidence for court appearances; all at the touch of a button. The near instantaneous availability of this information will greatly reduce the amount of time the evidence custodian spends on evidence management. This will simplify the process for officers processing crime scenes as well as those who must audit and account for all the evidence in custody. Not only will this automated process reduce the administrative workload, but it will enhance the integrity of the evidence and help to prevent the loss or destruction of evidence that can prove vital in the prosecution of a criminal or the exoneration of an innocent suspect.

Proposed Service Area

Proposed Service Area*

State the geographic area to be served by this project. Provide information to easily locate the jurisdiction(s) within the state.

If the proposed project is multi-jurisdictional, identify the names of each agency that have signed the Memorandum of Agreement (MOA) and any areas/agencies in which this project will assist if called upon.

In general, the geographic area that will be served by this project is the City of Creve Coeur. However, due to mutual aid requests, exchange of criminal information and collaboration with agencies throughout the St. Louis Metro area on criminal investigations, this project will also serve St. Louis City and the areas of Saint Louis, Saint Charles, Jefferson, and Franklin Counties. The City of Creve Coeur is centrally located in Saint Louis County near the intersections of I-64/US 40 and I-270.

The City of Creve Coeur will manage the funds of this project and the implementation of this project, it is not a multi-jurisdictional project.

Project Implementation

Project Implementation*

If the proposed project is new, explain the actual steps that will be taken to use the resources requested in your application to implement the program. Provide a timeline for having the requested budget items in place so that the project may be considered fully operational (e.g. if personnel are requested, provide details about the hiring process and an anticipated start date).

If the proposed project is a continuation or enhancement, explain how current efforts will be continued or actions will be taken to add additional services/activities.

This project will be implemented during the 2011 Fiscal Year, beginning on July 1, 2011 when funds become available. Upon receipt of these funds, we will use these funds to purchase the system, install it, and integrate it with our current evidence policies. We will train all officers on the use of the evidence management system, and begin importing all current evidence into the management system.

-

Timeline:

July, 2011 - Receive funds, contact sales reps. Acquire purchase orders and arrange for purchase and installation of the equipment.

September, 2011 – Upon installation of the system, the evidence custodian, shift supervisors and police investigators receive training on the maintenance, use and storage of the evidence management system. Begin importing all existing evidence files into the new system. System will be introduced and used on crime scenes as necessary.

October, 2011 – Complete BJA Quarterly Performance Measures.

November, 2011 – Crime scene technicians receive training on the maintenance, use and storage of the evidence management system and begin using it on crime scenes as necessary.

January, 2012 – Evaluate the use and implementation of the system to date. Examine the strengths and weaknesses of the current system and our uses of it. Determine how we can better utilize the system and its components. Complete annual CALEA evidence audit and complete BJA Quarterly Performance Measures.

April, 2012 – Complete training of all officers in the maintenance, use and storage of the evidence management system and that it is used on all crime scenes. Complete BJA Quarterly Performance Measures.

July, 2012 - Complete BJA Quarterly Performance Measures.

October, 2012 - Complete BJA Quarterly Performance Measures.

December, 2012 – completely import the remainder of all existing evidence into the new evidence management system and complete BJA Quarterly Performance Measures.

Supplanting

Supplanting*

Address how the requested funding will not supplant other federal, state, or local funds available to the program, if such exist.

If your application includes existing costs, explain how those costs are currently being funded and if and when that funding source will cease.

This is a new project. The Creve Coeur Police Department has had the 25% matching requirement

approved for the 2011 – 2012 budget. These funds will come from general revenue and will be used to pay for this project. These grant funds will not be used to supplant any existing projects or funding.

Community Impact

Community Impact*

Describe how your proposed project will affect the communities that your program will serve. Describe how your program will affect the citizens this project serves and crime-related issues within the communities concerning public safety.

This program will benefit the community by guaranteeing that evidence will not be lost or destroyed prior to the disposition of the criminal trial, statute of limitations, or other statutory provisions requiring its retention. Evidence lost in this fashion can severely affect the way the community feels about their police and the level of trust they put in them. Trust lost in this manner is nearly impossible to replace. Additionally, the community will be afforded with more officers patrolling the streets and additional time investigating criminal offenses. This extra patrol and investigation time will be afforded by officers spending less time on the administrative aspect of evidence management and maintenance. Finally, the community will have increased confidence in our ability to provide police services as we respond to crime scenes with cutting edge technologies and computer evidence processing.

Cost Assumption

Cost Assumption*

Describe how the Project Agency plans to continue the activities of this project if JAG funds would no longer be available. What proactive steps are being taken to absorb the project cost into the Project Agency's future budget? Be specific.

If the proposed project is considered a one-time funding request, be sure to clearly describe how any ongoing costs (e.g. maintenance, licensing, monthly service charges) will be absorbed into the Project Agency's budget.

This project is a new endeavor for the Creve Coeur Police Department and has very little extended costs. Once the initial purchase of the equipment has been assumed, the police department will budget annually for the software maintenance and triennially for the hardware maintenance. We have obtained similar products through grants administered by MoDOT, SEMA, and STARRS. We currently budget for all necessary support costs and continuing expenses related to equipment purchased with grant funds. Additional sources of funds to support the ongoing cost of the automated evidence management system are the Creve Coeur Joint Crime Prevention Partnership, a non-profit business organization dedicated to crime prevention activities in the City of Creve Coeur, as well as the Neighborhood Watch Association. Both organizations are very supportive of the police department and their mission and have small discretionary budgets available to pay for the expenditures required for the maintenance of this system.

The clerical supplies needed to use the evidence management system will be purchased with funds from the police department's annual budget. We currently have several line items in our budget for evidence processing/management, clerical and office supplies as well as pre-printed forms. These line items can be increased to guarantee proper funding for the continued cost of these supplies.

Evaluation Procedure

Evaluation Procedures*

Describe the process to be used to determine the effectiveness and success of your program. Provide details about the types of data that will be collected, who will evaluate such data, and how often it will be evaluated. Evaluation data may include, but not be limited to, arrest rates, surveys, rates of recidivism, client satisfaction evaluations, prosecution rates, pre- and post-testing, etc.

If you will be using a survey or evaluation form and have that form available, it may be included under the "Other Attachments" section.

The effectiveness of the automated evidence management system will be determined after every piece of evidence is admitted into custody. Feedback will be solicited from patrol officers as they process crime scenes and seize evidence. Feedback collected will be:

- Ease of use
- Effectiveness of the system to efficiently collect and enter data such as: location of evidence, type of evidence, description of evidence and pictures of the evidence/crime scene.
- Efficiency of data and evidence submission, evidence removal and purging.
- Amount of training needed to effectively use system.
- What can make the system more effective and efficient in the submission of evidence?
- What can make the system more efficient in the removal of evidence for testing and courtroom procedures?

This feedback will be delivered via their supervisor to the evidence custodian and the patrol supervisor. If changes are required, these changes will be requested of the system programmers by the evidence custodian. Customer satisfaction is high amongst other law enforcement clients of the eTWIST system; therefore, we are confident that eTWIST will listen to our feedback and adjust the system when able. Further evaluation will take place during our annual evidence audit as required by CALEA. At that time, we can determine the effectiveness of the evidence management system and make adjustment to our accountability processes as needed. Since this system will affect nearly all aspects of the police department from the records clerks, patrol officers, investigators, supervisors and evidence custodian; feedback will be solicited from them all.

Report of Success

Report of Success*

If the proposed project is not currently being supported with funds from the Missouri Department of Public Safety, Office of the Director, put N/A.

If the proposed project is currently being supported with such funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each goal and its objective(s) have been attained to date. You may include any reports, surveys, or other measurement tools that support the success of your project in the "Other Attachments" section.

This is a new project; therefore, there is no report of success from previous grant periods.

Certification of Local Match

Agency Name	Source	Amount
City of Creve Coeur	General Revenue - Hard Cash Match	\$5,126.00
		\$5,126.00

Audit Requirements

Date last audit was completed:	September, 2010
Date(s) covered by last audit:	July 1, 2009 - June 30, 2010
Last audit performed by:	Hoschild, Bloom & Company
Phone number of auditor:	636-532-9525
Date of next audit:	September, 2011
Date(s) to be covered by next audit:	July 2, 2010 - June 30, 2010
Next audit will be performed by:	Hoschild, Bloom & Company
<i>Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.</i>	
<i>The Federal Amount refers to funds received directly from the Federal Government or federal funds passed through state agencies.</i>	
<i>The State Amount refers to funds received directly from the State of Missouri, not including federal pass-thru funds.</i>	
Federal Amount:	\$387,547.00
State Amount:	\$11,000.00

Required Attachments

Attachment	Description	File Name	Type
Project Agency's Organizational Chart (required)	Organizational Chart as of 01-01-2011.	2008-10-14 org chart for website.xls	xls
Memorandum of Agreement (MOA) (for Multi-Jurisdictional Task Forces only)			

Other Attachments

File Name	Description
eTWIST 2 device quote.doc	Quote for the eTWIST Automated Evidence Management System.

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2011 JAG Certified Assurances

In addition, if my application budget contains confidential funds for a drug task force, I attest to and/or will comply with the following certifications if the assistance is awarded:

Confidential Funds Certification

I am aware that failure to comply with any of the Certified Assurances and/or Confidential Funds Certifications, if applicable, could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance.

I have read and agree to the terms and conditions of the grant.

Yes

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Title:

City Adminsitrator

Authorized Official Name:

Mr. Mark Perkins

Date:

02/24/2011



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

DATE: October 4, 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 October 4, 2011 in the amount of \$381,509.14.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	0		79313	31-Aug-11	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL SERVICE-SEWER LATERAL	02-00-00-1901	1,170.92
00364	0	P001306	1143566-IN	26-Sep-11	GULF STATES DISTRIBUTORS	7,000 ROUNDS .40 S&W TRAINING	01-00-00-2411	1,813.00
00125	0		250709	12-Sep-11	LEON UNIFORM	UNIFORM SOFT BADGES FOR PD	01-00-00-2712	317.20
Sum of Invoices								3,301.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01323	1		035642700	16-Sep-11	INDOX SERVICES	DOCUMENT COPYING	01-11-12-7304	80.58
00844	0		091211	12-Sep-11	JOANNE J. MARTIN, CCR	CRT REPORTER-PUB HRG 9-8-11	01-11-13-6202	116.50
00633	1		114819	28-Sep-11	RCGA	REG FEE-H. DIELMANN	01-11-12-6264	5.00
Sum of Invoices								202.08



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/4/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00633	1		114819	28-Sep-11	RCGA	REG FEE-M. PERKINS	01-12-11-6264	5.00
01262	0	P001267	24622	13-Sep-11	SPECIALTY MAILING	MAILING OF RESIDENT NEWSLETTER	01-12-11-6203	272.64
00172	0		50790990 10/11	14-Sep-11	SUBURBAN JOURNALS	SUBSCRIPTION FEE	01-12-11-6262	19.99
Sum of Invoices								297.63



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/4/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0		ZRK8780	16-Sep-11	CDW-G	MICE FOR STOCK	01-12-51-6213	66.67
00073	0		ZRW9873	20-Sep-11	CDW-G	SPARE MOBILE MICE	01-12-51-6213	77.16
00050	0		INV0018556	15-Sep-11	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24
00070	1		I110916332	16-Sep-11	TECH ELECTRONICS	REPAIR PHONE IN DET. OFFICE	01-12-51-6213	250.00
00070	1		I110914340	14-Sep-11	TECH ELECTRONICS	REPLACE PHONE IN COURT OFFICE	01-12-51-6213	262.53
Sum of Invoices								677.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00041	0	P001245	092911	29-Sep-11	ALANIZ, RONNA	PROFESSIONAL SVCS 9/5 - 9/15/1	01-13-11-6202	1,966.25
00021	0		093011	30-Sep-11	GOEWERT, LINDA	MILEAGE REIMB-SEPT 2011	01-13-11-7307	15.71
00075	0		3099	23-Sep-11	WUSSLER BUSINESS FORMS	PRINTING OF FY 12 BUDGET	01-13-11-7304	965.20
Sum of Invoices								2,947.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0018555	15-Sep-11	REJIS	SUBSCRIPTION FEES-SEPT 2011	01-13-14-6202	2,289.56
Sum of Invoices								2,289.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	1	P001272	0215116 10/11	06-Sep-11	CHARTER COMMUNICATIONS	SERVICE @ GARAGE	01-13-15-6255	62.01
00154	0		218936212	18-Sep-11	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER MAINTENANCE	01-13-15-6213	357.54
00045	1		579287869001	15-Sep-11	OFFICE DEPOT	HEAVY DUTY STAPLER	01-13-15-7312	39.86
00045	1		579286657001	15-Sep-11	OFFICE DEPOT	FILE FOLDERS, TABS, LABELS	01-13-15-7312	60.85
00046	0		9611631	28-Sep-11	OFFICE ESSENTIALS	25 CASES PAPER	01-13-15-7312	782.50
00046	0		9587231	22-Sep-11	OFFICE ESSENTIALS	VARIOUS OFFICE SUPPLIES	01-13-15-7312	51.39
00116	0		CF110919	19-Sep-11	SAM'S CLUB	YEARLY ADMIN FEE	01-13-15-6262	50.00
01169	0		110397685	21-Sep-11	STAPLES ADVANTAGE	HEAVY WEIGHT PAPER	01-13-15-7312	19.50
01169	0		110465528	27-Sep-11	STAPLES ADVANTAGE	ELECTRIC STAPLERS FOR COURT	01-13-15-7312	47.52
01169	0		110418890	22-Sep-11	STAPLES ADVANTAGE	PHONE CORD DETANGLERS	01-13-15-7312	11.95
01169	0		110313202	15-Sep-11	STAPLES ADVANTAGE	HANGRAILS FOR FILE CABINET	01-13-15-7312	18.72
Sum of Invoices								1,501.84



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3830756	27-Sep-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (092711)	06-14-31-7301	1.60
01550	0		452-3804182	20-Sep-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (092011)	06-14-31-7301	0.80
01550	0		452-3830756	27-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORMS (092711)	06-14-31-7308	3.60
01550	0		452-3804182	20-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORMS (092011)	06-14-31-7308	3.60
00015	1		452812290	14-Sep-11	CINTAS CORP. #452	CLEANING SUPPLIES (091411)	06-14-31-7301	1.92
00015	1		452812290	14-Sep-11	CINTAS CORP. #452	UNIFORMS (091411)	06-14-31-7308	4.58
00080	0		4786-116-5	17-Sep-11	DIERBERGS	BIRTHDAY CAKES	06-14-31-7304	34.98
00117	0		6592101	26-Sep-11	HOME DEPOT	BULBS, BATTERIES, GEN BLDG SUPP	06-14-31-6212	45.62
00082	0		0496753	27-Sep-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7304	261.06
00082	0		0494687	13-Sep-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	151.32
00970	0		1388-383816	28-Sep-11	O'REILLY AUTO PARTS	ANTIFREEZE FOR OLYMPIA	06-14-31-6211	51.96
00048	0		189795	20-Sep-11	PAVYER	OLYMPIA BLADE SHARPENING	06-14-31-6211	56.51
Sum of Invoices								617.55



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00728	0		GC4069	23-Sep-11	AUDUBON INTERNATIONAL	ANNUAL RENEWAL FEE	06-14-32-6262	200.00
00141	0		104636	19-Sep-11	ELECTRO BATTERY	BATTERY FOR PICK UP TRUCK	06-14-32-6210	97.74
01415	0		INV0002870	14-Sep-11	GREENSPRO, INC.	PRE EMERGENT HERBICIDE	06-14-32-7303	280.00
00117	0		7025230	15-Sep-11	HOME DEPOT	REBAR WIRE & SEALER	06-14-32-6212	20.14
00117	0		7025230	15-Sep-11	HOME DEPOT	DRILL BITS	06-14-32-7302	19.97
00117	0		5021115	27-Sep-11	HOME DEPOT	HAMMER & DRILL	06-14-32-7302	144.98
00117	0		9401372	13-Sep-11	HOME DEPOT	SUPPLIES #1 TEE & STEPS #8 TEE	06-14-32-9501	195.77
00117	0		7025230	15-Sep-11	HOME DEPOT	EYE SCREWS	06-14-32-9501	4.90
00458	1		21674852	19-Sep-11	LAFARGE NORTH AMERICA, INC.	TOP DRESSING SAND FOR GREENS	06-14-32-6212	566.38
00175	0		812648-00	08-Sep-11	MTI DISTRIBUTING, INC.	ROLLER BEARING FOR 3100	06-14-32-6211	64.08
01479	1		J150654	08-Sep-11	TURFWERKS	WHEEL & TIRE FOR HR5111	06-14-32-6211	131.09
00177	0		00264630	20-Sep-11	VEATCH CHEMICAL CO.	SEED FOR ROUGH	06-14-32-6212	460.70
Sum of Invoices								2,185.75



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01140	0		54741	14-Sep-11	ARCHWAY BOWLING & TROPHY	TROPHIES & AWARDS	06-14-33-7304	200.50
00121	0	P001265	922818007	22-Aug-11	CALLAWAY GOLF	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	734.88
00121	0	P001265	922863040	09-Sep-11	CALLAWAY GOLF	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	243.75
00117	0		5021115	27-Sep-11	HOME DEPOT	2X8X8'S FOR DECK SUPPORTS	06-14-33-9501	27.88
00224	0		08042011	14-Sep-11	METROPOLITAN AMATEUR GOLF ASSOCIATION	HANDICAP SERVICE	06-14-33-6202	34.00
00721	0		109812	02-Sep-11	PATTONVILLE SCHOOL DISTRICT	SCORECARDS	06-14-33-7304	741.00
Sum of Invoices								1,982.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3830756	27-Sep-11	ARAMARK UNIFORM SERVICES	SODA TOWELS (092711)	06-14-34-7301	3.60
01550	0		452-3804182	20-Sep-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (092011)	06-14-34-7301	2.40
01072	0		659665	21-Sep-11	CO.	FOOD FOR RESALE	06-14-34-8315	63.70
01072	0		659665	21-Sep-11	CO.	FOOD FOR RESALE	06-14-34-8319	37.10
00015	1		452812290	14-Sep-11	CINTAS CORP. #452	WIPING TOWELS (091411)	06-14-34-7301	10.13
00080	0		5890-107-5	23-Sep-11	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	14.96
00080	0		5890-107-5	23-Sep-11	DIERBERGS	BEER/WINE FOR RESALE	06-14-34-8316	25.47
01491	0	P001281	55012807	15-Sep-11	FARMER BROS. COFFEE	COFFEE FOR RESALE	06-14-34-8317	110.83
01121	0		24642	12-Sep-11	TJ'S PIZZA	BOXES FOR PIZZAS	06-14-34-8321	17.25
Sum of Invoices								285.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3830755	27-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/27/11)	01-16-11-7308	7.20
01550	0		452-3804187	20-Sep-11	ARAMARK UNIFORM SERVICES	CREDIT MEMO	01-16-11-7308	(7.20)
01550	0		452-3777918	13-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/13/11)	01-16-11-7308	14.40
01550	0		452-8804181	20-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/20/11)	01-16-11-7308	7.20
00039	0		738388	20-Sep-11	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	475.50
00164	0		019357	19-Sep-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANING SUPPLIES, HAND SOAP	01-16-11-7301	351.94
01542	0	P001301	12425	27-Sep-11	SOLAR CONTROL FILMS, INC.	WINDOW TINT-COURT OFFICE/MTG RM	01-16-11-6212	927.36
Sum of Invoices								1,776.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0908	31-Aug-11	AT&T	WIRELESS PHONES FOR ADMIN	01-21-11-6253	189.79
00080	0		6671103	23-Sep-11	DIERBERGS	PRISONER MEALS	01-21-11-7309	15.57
00094	1		142106	27-Sep-11	FIRESTONE	CAR 2412 3000 MILE SERVICE	01-21-11-6210	17.99
00125	0		250714	12-Sep-11	LEON UNIFORM	UNIFORM PATCHES FOR PD	01-21-11-7308	697.00
00125	0		250712	12-Sep-11	LEON UNIFORM	UNIFORM SOFT BADGES FOR PD	01-21-11-7308	125.00
00053	0		833930-003	28-Sep-11	MERCY CORPORATE HEALTH	HEP B-2ND VACCINE-BOCCARDI	01-21-11-6271	105.23
00053	0		830980-004	28-Sep-11	MERCY CORPORATE HEALTH	HEP B-2ND VACCINE-OFC MUELLER	01-21-11-6271	105.23
01545	0		11252	24-Aug-11	OFFICE FURNITURE GROUP, LLC	FURN FOR PD LUNCH & SQUAD ROOM	01-21-11-9501	735.00
00050	0	P001255	INV0018556.	15-Sep-11	REJIS	SUBSCRIPTION FEE SEPTEMBER 201	01-21-11-6202	4,030.39
00050	0	P001253	INV0018556...	15-Sep-11	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	0		INV0018556	15-Sep-11	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0018556	15-Sep-11	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001254	INV0018557	16-Sep-11	REJIS	FRID BADGES FOR NEW OFFICERS	01-21-11-6213	15.00
00050	0	P001254	INV0018556..	15-Sep-11	REJIS	GLOBAL CAD SERVICES SEPTEMBER	01-21-11-6213	1,102.50
01542	0	P001283	12261	31-Aug-11	SOLAR CONTROL FILMS, INC.	WINDOW TINT FILM FOR LOWER PD	01-21-11-9501	1,178.00
01542	0	P001302	12425-1	27-Sep-11	SOLAR CONTROL FILMS, INC.	WINDOW TINT FOR COPPS OFFC WIN	01-21-11-9501	231.84
01048	0		2631443817	18-Sep-11	VERIZON WIRELESS	SEPTEMBER AIRCARD CHARGES	01-21-11-6253	43.01
Sum of Invoices								9,517.55



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0908	31-Aug-11	AT&T	WIRELESS PHONES FOR INVEST	01-21-21-6253	186.65
00050	0		INV0018556	15-Sep-11	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
Sum of Invoices								197.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00669	0		209676	16-Sep-11	APPLIED CONCEPTS-STALKER RADAR	REPAIR RADAR UNIT FROM CAR 5	01-21-22-6211	120.75
00114	11		826147039X0908	31-Aug-11	AT&T	WIRELESS PHONES FOR PATROL	01-21-22-6253	306.06
01558	0		20311	07-Sep-11	CENTRAL SERVICE CENTER	REPAIR RADAR UNIT	01-21-22-6211	54.00
00094	1		141861	20-Sep-11	FIRESTONE	CAR 2408 3000 MILE SERVICE	01-21-22-6210	14.00
00094	1		141887	21-Sep-11	FIRESTONE	CAR 2417 3000 MILE + FUEL FILT	01-21-22-6210	90.71
00094	1		142150	28-Sep-11	FIRESTONE	CAR 11 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		142173	29-Sep-11	FIRESTONE	CAR 11 INSTALL 4 TIRES/ALIGN	01-21-22-6210	125.76
00094	1		142088	26-Sep-11	FIRESTONE	CAR 2417 REPLACE PARKING BULB	01-21-22-6210	12.74
00094	1		141772	17-Sep-11	FIRESTONE	CAR 2406 INSPECTION FOR DAMAGE	01-21-22-6210	21.99
00094	1		141688	15-Sep-11	FIRESTONE	CAR 2419 REMOVE & REPL BULB	01-21-22-6210	89.92
00226	0	P001248	5541244	28-Sep-11	GREEN SUPPLY INC	30 50 ROUND MAGAZINES 3810110	01-21-22-9503	840.00
00125	0		245534-04	29-Sep-11	LEON UNIFORM	NAMEPLATE FOR OFC. PHILLIPS	01-21-22-5107	11.95
00125	0	P001294	249384-01	16-Sep-11	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	349.70
00125	0	P001294	249386-01.	16-Sep-11	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	350.70
00125	0		249499	07-Sep-11	LEON UNIFORM	COURT SECURITY UNIFORMS/JUDY	01-21-22-7308	118.80
00118	0		13987	21-Sep-11	OLD STYLE BODY COMPANY	INSTALL FIRE PANEL ON CAR 24	01-21-22-6210	85.50
00050	0		INV0018556	15-Sep-11	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
00178	0		199590	29-Sep-11	WARNER COMMUNICATIONS CORP.	WT SPEAKER MIC	01-21-22-6211	94.00
Sum of Invoices								3,418.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00111	1		83429A	26-Sep-11	GFI DIGITAL	TONER FOR COPIER	01-31-11-6213	9.30
01048	1		2629452837	13-Sep-11	VERIZON WIRELESS	AIR CARD	01-31-11-6253	43.01
Sum of Invoices								52.31



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/4/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3830753	27-Sep-11	ARAMARK UNIFORM SERVICES	MOPS	01-31-41-6212	9.60
01550	0		452-3830753	27-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/27/11)	01-31-41-7308	37.88
01550	0		452-3804179	20-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/20/11)	01-31-41-7308	35.10
01550	0		452-3777917	13-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/13/11)	01-31-41-7308	46.46
01550	0		452-3804186	20-Sep-11	ARAMARK UNIFORM SERVICES	CREDIT MEMO	01-31-41-7308	(5.65)
00102	0		713300	20-Sep-11	BEYERS LUMBER	LUMBER TO REPAIR CURB/GUTTER	01-31-41-7305	7.92
00010	0		893069	19-Sep-11	BRANNEKY HARDWARE	KEY TAGS FOR TRUKS	01-31-41-6210	3.49
01187	0		476682	11-Sep-11	CHEMSEARCH	CLEANER FOR SHOP	01-31-41-7301	86.51
00023	1		212192	22-Sep-11	FRED WEBER, INC	ROCK FOR STOCK AT SHOP	01-31-41-7305	427.32
00023	1		212023	20-Sep-11	FRED WEBER, INC	ASPHALT FOR MASON FOREST	01-31-41-7305	315.00
00023	1		210243	13-Sep-11	FRED WEBER, INC	ASPHALT FOR TEMPLAR	01-31-41-7305	315.00
00023	1		210631	16-Sep-11	FRED WEBER, INC	ASPHALT FOR MASON FOREST	01-31-41-7305	180.00
00128	1		S3013984.001	15-Sep-11	FROST ELECTRIC	TOOL TRAY FOR BUCKET TRUCK	01-31-41-6210	229.21
00128	1		S3013984.001	15-Sep-11	FROST ELECTRIC	SHOP LIGHTS	01-31-41-6212	37.22
00117	0		26091	22-Sep-11	HOME DEPOT	SHOP SUPPLIES	01-31-41-7304	43.91
00240	0		134463	23-Sep-11	KEY EQUIPMENT & SUPPLY CO	RAIN CAPS FOR LEAF VACS	01-31-41-6211	70.44
00156	0		0048629	21-Sep-11	L & C TRUCK REPAIR, INC.	WINDOW REPAIRS-TRUCK #307	01-31-41-6210	248.62
00156	0		0048613	19-Sep-11	L & C TRUCK REPAIR, INC.	STRAIGHTON PLOW MOUNT FRAME	01-31-41-7310	188.50
00806	1		1017900698	19-Sep-11	LAB SAFETY SUPPLY	WASTE CONTAINERS FOR SHOP	01-31-41-6212	220.54
00806	1		1017900687	19-Sep-11	LAB SAFETY SUPPLY	MATS FOR GARAGE	01-31-41-6212	358.07
00806	0		1017918893	22-Sep-11	LAB SAFETY SUPPLY CO	SHOE RACK FOR SHOP	01-31-41-6212	348.00
00103	0		44263	07-Sep-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-41-7301	47.50
01095	1		2413	21-Sep-11	NAPA AUTO PARTS	BRUSH TO CLEAN RADIATORS	01-31-41-6210	7.67
00165	1		TI-0239660	23-Sep-11	NEWMAN TRAFFIC SIGNS	STOCK FOR SHOP	01-31-41-7311	96.50
00165	1		TI-0239282	15-Sep-11	NEWMAN TRAFFIC SIGNS	HARDWARE FOR STREET SIGNS	01-31-41-7311	584.40
00165	1		TI-0239349	16-Sep-11	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	465.30
00865	0	P001235	227645	15-Sep-11	OUTDOOR SOLUTIONS	FERTILIZE, AERATE OLIVE/270	01-31-41-6212	3,255.00
00865	0	P001235	227492	02-Sep-11	OUTDOOR SOLUTIONS	IRRIGATION WORK	01-31-41-6212	2,790.00
00865	0	P001235	227557	03-Sep-11	OUTDOOR SOLUTIONS	MOWING OLIVE/270	01-31-41-6212	1,800.00

Sum of Invoices 12,249.51



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001234	0346-013881327	15-Sep-11	ALLIED WASTE	TRASH SVC-CONDOS OCTOBER 2011	01-31-42-6214	2,117.33
00105	1	P001234	0346-013881240.	15-Sep-11	ALLIED WASTE	TRASH SERVICE SEPTEMBER 2011	01-31-42-6214	86,443.20
00105	1	P001233	0346-013881240	15-Sep-11	ALLIED WASTE	RECYCLING SERVICE SEPTEMBER 20	01-31-42-6217	25,005.60
Sum of Invoices								113,566.13



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/4/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3830753	27-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/27/11)	01-31-43-7308	37.87
01550	0		452-3804179	20-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/20/11)	01-31-43-7308	35.10
01550	0		452-3777917	13-Sep-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/13/11)	01-31-43-7308	46.45
01550	0		452-3804186	20-Sep-11	ARAMARK UNIFORM SERVICES	CREDIT MEMO	01-31-43-7308	(5.64)
00010	0		893235	21-Sep-11	BRANNEKY HARDWARE	DUST FILTER MATERIAL-LEAF VACS	01-31-43-6211	68.94
00010	0		893387	23-Sep-11	BRANNEKY HARDWARE	ITEMS FOR BEIRNE/MILL PARKS	01-31-43-6212	75.23
00010	0		893360	22-Sep-11	BRANNEKY HARDWARE	PAINT SUPPLIES FOR PKS RSTRMS	01-31-43-6212	45.82
00010	0		893573	27-Sep-11	BRANNEKY HARDWARE	ITEMS FOR LAKE SCHOOL STEPS	01-31-43-6212	107.52
01187	0		476682	11-Sep-11	CHEMSEARCH	CLEANER FOR SHOP	01-31-43-7301	86.51
00081	1		9635895213	14-Sep-11	GRAINGER	REPLACEMENT VALVE-PRKS RESTRMS	01-31-43-6212	23.24
00081	1		9637253783	15-Sep-11	GRAINGER	REPLACEMENT VALVES-PRK RESTRMS	01-31-43-6212	255.64
00117	0		2010133	20-Sep-11	HOME DEPOT	MATERIALS FOR PAINT RESTROOMS	01-31-43-6212	415.54
00349	1		559381-001	16-Sep-11	HTE TECHNOLOGIES	FITTINGS FOR FLAIL MOWER	01-31-43-6211	42.05
00209	0		135058/1	08-Sep-11	KIRKWOOD MATERIAL SUPPLY	MULCH FOR ISLANDS-MOSLEY ACRES	01-31-43-7303	66.00
00209	0		135090/1	08-Sep-11	KIRKWOOD MATERIAL SUPPLY	MULCH FOR LAKE SCHOOL PARK	01-31-43-7303	44.00
00103	0		44263	07-Sep-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-43-7301	47.50
00040	0		768800	15-Sep-11	MILBRADT	PRIMER BUTTONS FOR CHAINSAWS	01-31-43-6211	73.04
00165	1		TI-0239268	14-Sep-11	NEWMAN TRAFFIC SIGNS	DOOR SIGNS FOR PARK RESTRMS	01-31-43-6212	76.80
00865	0	P001236	227980	17-Sep-11	OUTDOOR SOLUTIONS	MOW R.O.W. 9/4/11	01-31-43-6212	221.83
00865	0	P001236	227557.	03-Sep-11	OUTDOOR SOLUTIONS	ROW MOWING	01-31-43-6212	1,207.32
00110	0		309038	20-Sep-11	RICMAR INDUSTRIES	PAPER PRODUCTS-PRKS RESTROOMS	01-31-43-6212	245.50
01219	0		1099-0886	21-Sep-11	USA BUILDING COMPANY	MASONRY STONE-HACKMAN CABIN	01-31-43-6212	400.00

Sum of Invoices

3,616.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00369	1		067665-1187	22-Sep-11	AMERICAN PLANNING ASSOCIATION	PLANNING ADVISORY SERVICE	01-32-11-6262	795.00
00111	1		83429A	26-Sep-11	GFI DIGITAL	TONER FOR COPIER	01-32-11-6213	9.30
00303	1		21039231	16-Sep-11	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE	01-32-11-6260	35.96
	1		1344	30-Sep-11	KELLY, WHITNEY	MILEAGE REIMB 7/1 TO 9/2/11	01-32-11-7307	28.03
Sum of Invoices								868.29



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00111	1		83429A	26-Sep-11	GFI DIGITAL	TONER FOR COPIER	01-32-61-6213	9.30
01103	0		092711	27-Sep-11	SLACE	DUES-S. BOLLS	01-32-61-6262	35.00
Sum of Invoices								44.30



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/4/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00065	435	P000954	092811	27-Sep-11	FORD ASPHALT CO INC	PAY #5-SPOEDE RESURFACING PROJ	02-61-71-9510-03601	30,048.01	
00065	435	P000954	092811	27-Sep-11	FORD ASPHALT CO INC	PAY #5-SPOEDE RESURFACING PROJ	02-61-71-9510-03601	20,731.68	
00269	1	P001289	T242678	12-Sep-11	TERRACON	PAVEMENT TESTING SERVICES	02-61-71-9510-12601	2,124.00	
01360	0	P001238	2011	21-Sep-11	FORD ASPHALT COMPANY INC	PAY #1 FY 12 ASPHALT PROGRAM	02-61-71-9510-12601	167,011.24	
Sum of Invoices									219,914.93
GRAND TOTAL OF ALL INVOICES									381,509.14

AN ORDINANCE CODIFYING THE CITY'S LATERAL SEWER REPAIR FUND, REDUCING THE ANNUAL FEE, AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, the voters of the City on April 6, 1999 approved an annual maximum fee of \$28.00 to residential property owners to fund the lateral sewer repair program in the City pursuant to Sections 249.422 and 249.423 RSMo., and

WHEREAS, the City implemented that program and the collection and administration of the fee by Ordinance No. 2006 in June 1999 in order to protect the public health, welfare, peace and safety; and

WHEREAS, there have been statutory changes that should be incorporated into the City's ordinance, and that ordinance should be codified; and

WHEREAS, the City has determined that a lower fee can be assessed at this time, subject to potential future changes in such assessment including but not limited to a return to the maximum authorized fee; and

WHEREAS, in order to effectuate such a fee reduction for the benefit of the City's residents in the real property tax bills that will be issued by St. Louis County for 2011, such reduction must be approved on or before October 1, 2011, and therefore emergency action is warranted pursuant to the City Charter;

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

SECTION 1: Section 520.010 of the City Code of Ordinances shall be entitled "Creve Coeur Lateral Sewer Repair Program" and read as follows:

1. *Lateral Sewer Repair Fund Fee Imposed.* Effective October 1, 2011, the maximum annual fee of \$28.00 levied and imposed pursuant to voter approval, Ord. 2006, and Sections 249.422 et seq. RSMo. in 1999 shall be reduced to an annual fee of eighteen dollars (\$18.00) levied and imposed for each lateral sewer service line on residential property having six or less dwelling units to provide the funds to pay the cost of certain repairs of defective lateral sewer service lines on or connecting such dwelling units, including all defective portions of the lateral sewer service line from the residential structure to its connection with the public sewer system line.

2. *Condominium Property – how treated.* Such fee is also imposed upon condominiums with six or less condominium units served by a common lateral sewer line, and, in such instance, each condominium unit shall be responsible for its proportionate share of the fee. Any condominium unit that is served by its own individual lateral sewer line shall be considered an individual residence and assessed the fee regardless of the number of units in the building or development. Any condominium owner or association that disputes its classification hereunder or the calculation of the particular fee which appears on the annual real property tax bill shall notify the St. Louis County Collector of Revenue and resolve such dispute.

3. *Collection of Fee.* Such fees are and shall be collected by St. Louis County on behalf of the City through annual real property tax bills due each December 31, and promptly transferred to the City.

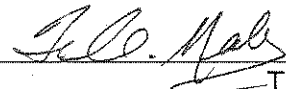
4. *Fund.* The funds collected for repairs of defective lateral sewer service lines shall be deposited in a special account, to be known as the Sewer Lateral Repair Program Fund, which shall be established and administered by the Finance Department to be used solely for the purpose of paying

for costs reasonably associated with and necessary to administer and carry out such repairs. The fund shall reimburse the property owner for 80% of approved and documented repair and video inspection costs, up to a maximum amount of \$7,500.00. All interest generated on such deposited funds shall accrue to the special account established for the repair of lateral sewer service lines.

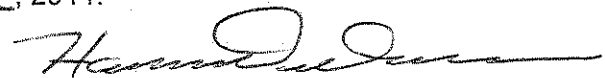
5. *Program Policies.* The Finance Director may adopt such policies, procedures, forms, and requirements, not inconsistent herewith, as he or she deems appropriate from time to time to administer the Sewer Lateral Repair Program Fund and the Public Works Director may adopt such policies, procedures, forms, and requirements, not inconsistent herewith, as he or she deems appropriate from time to time to administer the Sewer Lateral Repair Program.

SECTION 2: This Ordinance shall take effect immediately upon adoption as an emergency ordinance in accordance with Section 3.11(g) of the Charter.

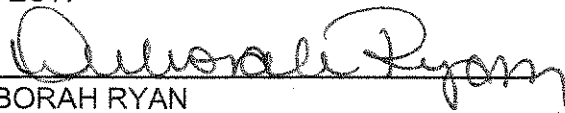
ADOPTED THIS 210 DAY OF September, 2011.


TARA NEALY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 216 DAY OF September, 2011.


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN
CITY CLERK



CITY OF CREVE COEUR

September 21, 2011

To: Mayor and City Council

Re: Sewer Lateral Insurance Program

In 1999, Creve Coeur voters approved a fee for a sewer lateral insurance program. The annual fee of \$28 provides funding for the program, which pays for up to 80% of eligible costs for sewer lateral repairs up to a maximum of \$7,500. The annual fee is collected by St. Louis County through the annual property tax bill.

Over the years, the fund balance in the sewer lateral fund has grown, as revenues consistently exceed program expenditures. Attached you will find a report of annual program revenues and expenditures since 2003.

As a result, it is proposed that the annual fee of \$28 be lowered to \$18. The proposed ordinance would also codify other major elements of the program.

In order to meet the October 1 deadline for submitting changes to the county's property tax bill, the ordinance would need to be approved on an emergency basis on September 26.

Sincerely,

Mark Perkins

City Administrator

**SEWER LATERAL FUND
REVENUES, EXPENSES AND FUND BALANCE
FY 2003-2011**

YEAR	BEG BALANCE	REVENUES(1)	EXPENSES(1)(2)	END BALANCE
2011	304830	136493	125500	315823
2010	277133	135311	107614	304830
2009	248479	160277	131623	277133
2008	216176	160721	128418	248479
2007	173753	161275	118852	216176
2006	131939	153791	111977	173753
2005	105881	156369	130311	131939
2004	107278	153901	155298	105881
2003	120510	154511	167743	107278

(1) Revenue and Expenditures were reduced beginning in 2010 due to a change in County Sewer Lateral Fees. Revenues were reduced because properties who did not qualify for the program were no longer charged the fee and as a result there were no refunds made..

(2) In 2008 expenses increased as a result of the City charging its administrative cost direct to the Program

collection of

ly

BILL NO. 2069

ORDINANCE NO. 2006

AN ORDINANCE PROVIDING FOR THE LEVY AND IMPOSITION OF A FEE OF TWENTY-EIGHT DOLLARS (\$28.00) TO BE COLLECTED BY ST. LOUIS COUNTY, TO BE USED ONLY FOR THE COST OF CERTAIN REPAIRS OF DEFECTIVE LATERAL SEWER SERVICE LINES AS APPROVED BY THE MAJORITY OF VOTERS OF THE CITY OF CREVE COEUR, MISSOURI ON APRIL 6, 1999, AND PROVIDING FOR A SPECIAL FUND THEREFOR AND AUTHORIZING EXPENDITURES FOR THESE CERTAIN REPAIRS

WHEREAS, SECTION 249.422 RSMO. AUTHORIZES CITIES TO IMPOSE BY ORDINANCE FOLLOWING VOTER APPROVAL, AN ANNUAL FEE NOT TO EXCEED TWENTY-EIGHT DOLLARS (\$28.00) TO PAY THE COST OF CERTAIN REPAIRS OF DEFECTIVE LATERAL SEWER SERVICE LINES; AND

WHEREAS, ON APRIL 6, 1999, A MAJORITY OF THE REGISTERED VOTERS OF THE CITY OF CREVE COEUR, MISSOURI, VOTED THEIR APPROVAL OF A PROPOSITION FOR A FEE TO PAY THE COST OF CERTAIN REPAIRS OF DEFECTIVE LATERAL SEWER LINES ON ALL RESIDENTIAL PROPERTY HAVING SIX OR LESS DWELLING UNITS IN THE CITY OF CREVE COEUR; AND

WHEREAS, THE ANNUAL FEE IS TO BE COLLECTED FOR THE CITY BY ST. LOUIS COUNTY.

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

Section 1. The City of Creve Coeur does hereby levy and impose an annual fee of twenty-eight dollars (\$28.00) on all residential property having six or less dwelling units to provide the funds to pay the cost of certain repairs of defective lateral sewer service lines of those dwelling units, to be collected by St. Louis County through the annual St. Louis County Real Estate Property Tax Bill.

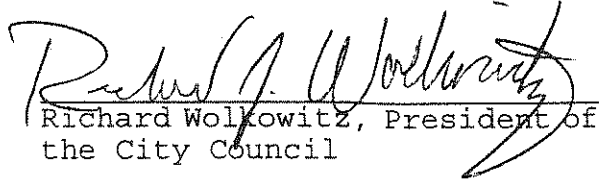
Section 2. The funds collected shall be deposited in a special account to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective lateral sewer service line repairs in accordance with such policies as may be adopted by the City Council from time to time. All interest generated on deposited funds shall be accrued to the special account established for the repair of lateral sewer service lines.

Section 3. The appropriate City officials are authorized and directed to establish a special fund to be known as the Sewer Lateral Repair Program Fund, from which fund expenditures may be made for certain repairs to defective lateral sewer lines in

accordance with the policies that may be adopted by the City and as may be amended from time to time.

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, in accordance with the provisions of Section 3.11(g) of the City Charter.

Passed and Signed this 28 day of June, 1999.


Richard Wolkowitz, President of
the City Council

Approved this 28 day of June, 1999.


Annette Kolis Mandel, Mayor

ATTEST:


Laverne Collins, CMC
City Clerk

BILL NO. 5340

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING SECTION 205.165 OF THE CREVE COEUR
MUNICIPAL CODE, PROHIBITING SUPPLEMENTAL FEEDING OF DEER.**

WHEREAS, the City Council of the City of Creve Coeur, Missouri, has determined that in order to eliminate various problems, it is necessary to prohibit supplemental feeding of deer in the City,

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

Section 1. Section 205.165, "No Supplemental Feeding of Deer" is hereby added to the Municipal Code, as follows:

205.165 - No Supplemental Feeding of Deer

(1) The attracting and feeding of white-tailed deer within the City limits results in the deposit of refuse, debris, fecal matter and other offensive substances and in the attraction of wildlife, creating traffic hazards, property damage, and nuisance and annoyance of other persons. Unless otherwise expressly permitted by law, no person shall deposit, place, distribute or leave any fruit, grain, hay, vegetable, mineral, salt, or other food, of any kind or nature, with the intent to attract or feed white-tailed deer on public or private lands.

(2) A property owner shall immediately remove any materials placed on their property by others in violation of this section.

(3) There shall be a rebuttable presumption that the placement of fruit, grain, hay, vegetables, minerals, salt, or other food in an aggregate volume of more than one-half gallon at a height of less than six feet off the ground, or in any drop feeder, automatic feeder, or similar device regardless of height, is for the purpose of feeding deer in violation of this section. Naturally growing plants, gardens, residue maintained as a mulch pile, and unmodified commercially purchased bird feeders or their equivalent are not prohibited under this section.

(4) The provisions of this Ordinance shall not apply to any resident or agent of the City authorized to implement a wildlife management program and who possesses the necessary permits from the Missouri Department of Conservation, nor shall it apply to any public officer or public employee in the performance of his or her duties. The provisions of this Ordinance shall not apply to feeding of domestic animals.

(5) The City Administrator may authorize temporary feeding for purposes of counting wildlife population or other public purposes.

(6) City officials shall issue a written warning for a first offense under this section. Thereafter, offenses shall be subject to standard procedures for ordinance violations.

BILL NO. 5340

ORDINANCE NO. _____

Section 2. This Ordinance shall become effective pursuant to Section 3.11(G) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2011.

TARA NEALEY
COUNCIL PRESIDENT

APPROVED THIS _____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



INTEROFFICE MEMORANDUM

Date: September 26, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Deer Mitigation Ordinances

At its meeting on September 8th, the City Council considered citizen input received from the August 29th public forum on deer management. Based on this input, it appears that prohibiting the feeding of deer and permitting controlled archery hunts are the most widely supported alternatives for managing the City's deer population. Ordinances to prohibit the feeding of deer and to allow archery hunting of deer in the City are attached for the Council's consideration and are summarized below.

No Supplemental Feeding of Deer Ordinance

In a straw poll of the approximately 50 citizens that attended the City's deer public forum, only three expressed opposition to a no-feed ordinance. The City's of Ballwin, Chesterfield, Clarkson Valley, and Town and Country currently prohibit the feeding of deer.

The ordinance would prohibit anyone, unless expressly permitted by law, from distributing or leaving any fruit, grain, hay, vegetable, mineral, salt, or other food, of any kind or nature, with the intent to attract or feed white-tailed deer on public or private lands.

Archery Hunting Ordinances

Most of the residents that attended the public forum also showed support for archery hunting and voted 22 to 6 in a straw poll in favor of the City authorizing this kind of a program. The attached ordinance is closely modeled after the ordinances in Chesterfield and Clarkson Valley.

Ordinance requirements include the following:

- Hunters receive special safety training.
- Hunters must obtain written permission from the owners of any property they hunt on.
- Property or combination of properties hunted on must be at least one acre.
- Contiguous property owners must be notified in advance of any hunt.
- Hunters may not retrieve deer from any property without the owner's permission.
- Hunters are required to label all arrows with their Missouri Department of Conservation identification number.
- Property owner must provide a certificate of insurance or indemnity bond of at least \$2,000,000 per occurrence insuring or bonding the property owner and/or hunter.
- All hunting must be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property.

Additional information about deer management and the deer public forum is available on the City's website at <http://www.creve-coeur.org/index.aspx?NID=555>.

Enclosed:

- No-feeding ordinance
- Archery hunting ordinance

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR BY
ADDING NEW PROVISIONS RELATING TO A DEER CONTROL POLICY AND DEER HUNTING
REGULATIONS.**

WHEREAS, the City Council of the City of Creve Coeur, Missouri, finds that an increasing deer population within the corporate boundaries of Creve Coeur and adjoining municipalities constitutes a threat to personal property within the City and that the continued growth of the deer population within the corporate boundaries of Creve Coeur and adjoining municipalities also creates potential hazard to the physical safety of children, homeowners, residents, pedestrians and motorists, and

WHEREAS, it is the intent of the City Council of the City of Creve Coeur, Missouri in enacting a Deer Control Policy and Hunting Regulations to exercise reasonable police power over the growth of the deer population in order to safeguard the general welfare and safety of the community, and

WHEREAS, in order to preserve the physical safety of children, homeowners, residents, pedestrians and motorists within the City of Creve Coeur, and in order to prevent additional property damage by deer to residences within the City of Creve Coeur, the City Council hereby enacts the following Deer Control Policy and Hunting Regulations,

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

SECTION 1: Notwithstanding any other Ordinance relating to the discharge of firearms in the City of Creve Coeur, the Code of Ordinances of the City of Creve Coeur, Missouri, is hereby amended by adding a new Article VIII: *Deer Control Policy and Hunting Regulations* in Chapter 205: *Animals and Fowl* in the Code of Ordinances of the City of Creve Coeur as follows:

SECTION 205.300: DEFINITIONS. As used in this Article the following terms shall have these prescribed meanings:

ARCHERY DEVICE: Any longbow or compound bow.

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

FIREARM: (a) The term "firearm" as is used in this Ordinance means any rifle, shotgun, weapon or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun-barrel, tube, pipe, cylinder or similar device by the action of any explosive. The term "firearm" shall not apply to devices used exclusively for commercial, industrial or vocational purposes. (b) The term "projectile weapon" means any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

UNDER THE INFLUENCE: Under the influence shall be defined by the state regulation applied to motor vehicle operation.

SECTION 205.305: REGULATIONS. Establishing regulations of hunting within the corporate limits of the City of Creve Coeur during deer hunting season set by the Department of Conservation or such other specific time authorized by the City of Creve Coeur.

a. Discharging or releasing arrows from archery devices within the city limits is limited to hunting permitted under this Ordinance. Crossbows are not permitted under this Ordinance.

b. Prior to any hunting activity under this section, the property owner shall notify the Creve Coeur Police Department of his or her intent to hunt on his or her property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates of the proposed hunt, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a *Notification of Intent to Hunt* form and return said form to the Police Department prior to engaging in or permitting any hunting activity on his or her property.

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

d. All current laws of the State of Missouri as regards to the regulations of hunting shall be obeyed within the corporate limits of Creve Coeur.

e. The hunt shall conform to all state regulations as defined by the Missouri Department of Conservation.

f. Permission to Hunt.

1. It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the aforesaid devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying, or discharging such a device while in the immediate presence of the owner, lessee, or person in-charge of said premises or property.
2. In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in-charge of any premises or property to set the parameters under which any person may hunt upon any such premises or property under the control of the owner, lessee, or person in-charge.
3. Each hunter on any property upon which the permission to hunt has been granted, shall be held responsible for the actions of such other persons to whom such permission has been granted for the same time period by the landowner, lessee, or person in-charge.

4. No person without lawful authority, or without the expressed or implied consent of the owner, lessee or his agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Creve Coeur; or being upon the property of another, shall fail or refuse to leave such property when requested to do so by owner, lessee, or person in-charge of said property.
 5. Contiguous neighbors must be notified in writing by the property owner and the property owner must be able to show the appropriate documentation of receipt of the notification of the approximate date and time period of the hunt. For purposes of this sub-section, contiguous shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur. Lots separated by streets, common areas, or other public thoroughfares shall not be considered contiguous.
- g. In addition to any requirements imposed by Missouri Department of Conservation regulations, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling the Creve Coeur Police Department during normal business hours or by delivering written notification to the Police Chief.
- h. Prior to discharging an archery device intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.
- i. Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or to park a vehicle in any manner otherwise prohibited by the City Code. All hunters shall park their vehicles on the same property on which they are hunting.
- j. Prior to hunting within the city limits of Creve Coeur, every individual seeking to hunt shall provide a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

SECTION 205.310: SPECIFIC ACTIONS PROHIBITED/REQUIRED.

- a. It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.
- b. It shall be unlawful for any person to discharge an archery device, at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building that is within the range of discharge including a safety margin of at least seventy-five (75) feet.
- c. It shall be unlawful any person to discharge an archery device, within one hundred fifty (150) yards of any church, school, or playground. It shall be unlawful for any person to discharge an archery device, within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the hunter has previously received express authority to discharge the archery device within thirty (30) yards from the owner of the dwelling, building, structure, or vehicle.
- d. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.

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

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

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

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

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

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

Section 205.315: DEER RETRIEVAL

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

b. This section does not authorize the act of trespass.

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

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

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

Section 205.320: FIELD CLEANING

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

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

BILL NO. 5341

ORDINANCE NO. _____

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

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

SECTION 2: All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby to the extent of such conflict superseded.

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

Passed this _____ day of _____, 2011.

Tara Nealy, President
City Council

Approved this _____ day of _____, 2011.

Harold L. Dielmann, Mayor

Attest:

Deborah Ryan
City Clerk



INTEROFFICE MEMORANDUM

Date: September 26, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Deer Mitigation Ordinances

At its meeting on September 8th, the City Council considered citizen input received from the August 29th public forum on deer management. Based on this input, it appears that prohibiting the feeding of deer and permitting controlled archery hunts are the most widely supported alternatives for managing the City's deer population. Ordinances to prohibit the feeding of deer and to allow archery hunting of deer in the City are attached for the Council's consideration and are summarized below.

No Supplemental Feeding of Deer Ordinance

In a straw poll of the approximately 50 citizens that attended the City's deer public forum, only three expressed opposition to a no-feed ordinance. The City's of Ballwin, Chesterfield, Clarkson Valley, and Town and Country currently prohibit the feeding of deer.

The ordinance would prohibit anyone, unless expressly permitted by law, from distributing or leaving any fruit, grain, hay, vegetable, mineral, salt, or other food, of any kind or nature, with the intent to attract or feed white-tailed deer on public or private lands.

Archery Hunting Ordinances

Most of the residents that attended the public forum also showed support for archery hunting and voted 22 to 6 in a straw poll in favor of the City authorizing this kind of a program. The attached ordinance is closely modeled after the ordinances in Chesterfield and Clarkson Valley.

Ordinance requirements include the following:

- Hunters receive special safety training.
- Hunters must obtain written permission from the owners of any property they hunt on.
- Property or combination of properties hunted on must be at least one acre.
- Contiguous property owners must be notified in advance of any hunt.
- Hunters may not retrieve deer from any property without the owner's permission.
- Hunters are required to label all arrows with their Missouri Department of Conservation identification number.
- Property owner must provide a certificate of insurance or indemnity bond of at least \$2,000,000 per occurrence insuring or bonding the property owner and/or hunter.
- All hunting must be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property.

Additional information about deer management and the deer public forum is available on the City's website at <http://www.creve-coeur.org/index.aspx?NID=555>.

Enclosed:

- No-feeding ordinance
- Archery hunting ordinance

AN ORDINANCE TO AMEND CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ADDING MOTOR VEHICLE DEALERS, NEW AND USED, AND USED ONLY, AS A CONDITIONAL USE IN “LI” LIGHT INDUSTRIAL ZONING DISTRICT, AND ESTABLISHING CONDITIONS FOR SUCH USE.

WHEREAS, Chapter 405 does not currently permit used only motor vehicle dealers within any zoning district; and,

WHEREAS, Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the “LI” Light Industrial District.; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, October 3, 2011, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Monday, October 3, 2011; and,

WHEREAS, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and,

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.380 (C)(2) shall be amended to include Motor Vehicle Dealers, Used Only, to the Conditional Uses within the “LI” Light Industrial District, as follows:

Section 405.380 “LI” Light Industrial District

- C. Conditional Uses.
- 2. Automotive dealers including only the following: Motor Vehicle, New and Used, and Used Only, and Motorcycle Dealers (all uses within SIC Codes 551, 552, and 557), subject to provision of Section 405.470

SECTION 2: Section 405.470, *Conditional Uses* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended to include new paragraph 12, Motor Vehicle Dealers, New and Used, Used Only, and Motorcycle Dealers in the "LI" Light Industrial District, as follows, and all subsequent sections renumbered accordingly:

Section 405.470 Conditional Uses

- 12. Motor Vehicle, New and Used, Used Only, and Motorcycle Dealers --SIC Codes 551, 552, and 557 (conditional use in the "LI" District).
 - a. Indoor operations only. All business operations (including but not limited to vehicle service, cleaning and storage) will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.
 - b. Site Size. Shall be located on lots of not less than one (1) acre.
 - c. Service bays. Service bay doors shall not face residentially zoned property and shall not remain open while service, repair or restoration work is underway.
 - d. 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.

SECTION 3: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4: 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
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

MEMO TO CITY ADMINISTRATOR

Meeting Date: October 10, 2011

Subject: Revised Draft Ordinance for Auto Dealers in "LI" Light Industrial District

Memo Prepared by: Whitney Kelly, AICP
City Planner

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District, with no outdoor storage or display of vehicles.

Chapter 405 does not currently permit Used Only Motor Vehicle Dealers (SIC 552) within any zoning district, only New and Used Motor Vehicle Dealers (SIC 551) in the "GC" General Commercial and "CB" Core Business, and only motorcycle dealers (SIC 557) in the "LI" Light Industrial Districts, as Conditional Uses.

During the Planning and Zoning Commission meeting on Monday, October 3, 2011, the Commission Members recommended also including new vehicles sales, to the requested amendment as a conditional use in the "LI" District, as long as all business operations (including but not limited to vehicle service, cleaning and storage). The Commission also recommended including the same 1 acre minimum lot size already required in the "GC" and "CB" zoning districts. The revised draft ordinance under consideration by the City Council includes these changes as well as clarifying the conditions for Section 405.470 Conditional Uses for the uses in the "LI" District.

Staff will be available to answer any questions the Council Members may have regarding the changes.



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
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www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION

#11-026 TEXT AMENDMENT ALLOWING USED ONLY MOTOR VEHICLE DEALERS AS A CONDITIONAL USE WITH NO OUTDOOR STORAGE OR DISPLAY IN THE "LI" LIGHT INDUSTRIAL ZONING DISTRICT

FOR THE MEETING OF: October 3, 2011

LOCATION: "LI" Light Industrial District

REQUEST:

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors, owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow for Used Only Motor Vehicle Dealers in the "LI" Light Industrial District, provided all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

ADDITIONAL INFORMATION:

The property owner has a potential tenant, Sherman Auto Sales, Inc., that would offer for sale classic vehicles that would only be stored inside the building and would be viewed by appointment only. Currently, Section 405.380(C) permits only motorcycle dealers in the "LI" District with conditions.

Key Issues:

- Does the request integrate with existing permitted and conditional uses?
- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comp. Plan References

- NA

Zoning Code References

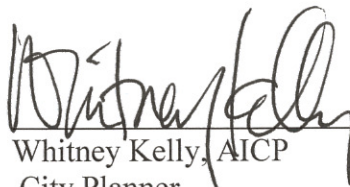
- Section 405.380: "LI" Light Industrial District
- Section 405.470 Conditional Uses

APPLICANT: Robert Mach
Mach Distributors
10665 Baur Blvd
Creve Coeur, MO 63141

**APPLICANT'S
REPRESENTATIVE:**

Powell Kalish
Hilliker Corporation
2001 S. Hanley Road, Suite
300
Saint Louis, MO 63144

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner

9/29/2011
Date

ATTACHMENTS: Draft Ordinance
Applicant's revised application submitted September 12, 2011

INTRODUCTION

Powell Kalish, of the Hilliker Corporation, representing Mach Distributors, owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District. Current regulations only permit with conditions motorcycle dealers in the "LI" District. A potential tenant, Sherman Auto Sales, Inc., of the building would offer for sale classic cars and classic car memorabilia that would only be stored inside the building and would be viewed by appointment only. Therefore, the applicant has proposed language to allow for used only auto dealers as a conditional use with the provision that all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

DISCUSSION

The applicant has proposed adding Used Only Motor Vehicle Dealers to the list of Conditional Uses in the "LI" District that would stipulate that all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

Generally, automotive sales are a conditional use within the City of Creve Coeur, with the sale of used vehicles only permitted in conjunction with new vehicles (unless a motor vehicle dealer, whose new vehicle franchise has been terminated, may continue all other services performed by the dealer for a period of 3 years). Section 405.470 Conditional Uses provides further requirements for conditional uses, but approval of a permit is not limited to those listed, and could include specific conditions to the site, structure, and/or operation of the business. Below are the conditions for Automotive Dealers in Section 405.470.

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.

However, within the "LI" District, automotive dealers were further limited to only motorcycle dealers as a conditional use, as follows:

Section 405.380 "LI" Light Industrial District

C. Conditional Uses.

2. Automotive dealers including only motorcycle dealers (all uses within SIC Code 557).

Compared to Permitted Uses throughout the City, which are often familiar and part of the culture of the community, such as retail or office uses, the City requires conditional use permits for those entities that have known issues, where violations often occur, and/or the City has less experience in the regulation of the use. The Conditional Use process provides the Planning and Zoning

Commission and City Council an extra level of protection from anticipated site and operating problems, and provides a greater level of oversight for the City.

The City has also had a long standing restriction against used only vehicle sales, as this was not seen as fitting the character of the community. While the proposed use does not function in a manner similar to a typical used car lot. For example, the business will not be trying to grab the attention of the average passer-by with signs and other attention getting devices; it also does not prefer the outdoor storage of vehicles. Nonetheless it still falls within the same category use of a used only motor vehicle dealer. Instead a "classic car" dealer functions in much the same way as other specialty retail use that offers large items (such as piano stores). While the proposed tenant states that they intend that all activity will be occurring inside an existing structure, this does represent a new use for the City and a new use for a building that could have greater impacts on the surrounding area, than a general permitted use (i.e. outdoor storage of damaged or in-operable vehicles, unloading, washing and cleaning, service and repair, and painting of vehicles).

Regarding the term "classic car", it is used to describe an older car, but the exact meaning is subject to differences in opinion, and can be used for all used vehicles. Therefore, Staff recommends that the City simply allow Used Only Motor Vehicle Dealers in the "LI" District as a conditional use, subject to the given conditions recommended for Section 405.470 shown in the attached draft ordinance.

If the members of the Planning and Zoning Commission wish to consider allowing this use with the conditions that all storage, maintenance, and cleaning of vehicles, and all business activities occur indoor only as a "permitted" use, they should vote on a motion to amend the attached draft ordinance accordingly, before voting on a recommendation for the entire draft ordinance.

CONCLUSION AND ACTION

A conditional use permit would hold the dealer responsible to the conditions outlined in the permit and provide further protection for the City. Therefore, Staff recommends that Used Only Motor Vehicle Dealers be included as a Conditional Use for the "LI" District only.

MOTION

If the Planning Commission has chosen to accept the draft ordinance as written, the following would be a suitable motion for this application:

"I move to recommend approval of a text amendment to include Used Only Motor Vehicle Dealers (SIC 552), where all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors as a Conditional Use within the "LI" Light Industrial District as described in the staff report on application #11-026, dated September 29, 2011."

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

**AN ORDINANCE TO AMEND CHAPTER 405, THE ZONING ORDINANCE, OF THE
CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY
ADDING USED ONLY MOTOR VEHICLE DEALERS AS A CONDITIONAL USE
IN "LI" LIGHT INDUSTRIAL ZONING DISTRICTS, AND ESTABLISHING
CONDITIONS FOR SUCH USE.**

WHEREAS, Chapter 405 does not currently permit used only motor vehicle dealers within any zoning district; and,

WHEREAS, Powell Kalish, of the Hilliker Corporation, representing Mach Distributors owner of 10665 Baur Blvd, has submitted a request to consider certain amendments to Section 405.380(C) Conditional Uses to allow Used Only Motor Vehicle Dealers in the "LI" Light Industrial District.; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, October 3, 2011, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Monday, October 3, 2011; and,

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

BILL NO. _____

ORDINANCE NO. _____

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

SECTION 1: Section 405.380 (C)(2) shall be amended to include Motor Vehicle Dealers, Used Only, to the Conditional Uses within the "LI" Light Industrial District, as follows:

Section 405.380 "LI" Light Industrial District

C. Conditional Uses.

2. Automotive dealers including only the following:

- a. Motor Vehicle Dealers, Used Only (all uses within SIC Code 552), subject to provision of Section 405.470.
- b. Motorcycle dealers (all uses within SIC Code 557)

SECTION 2: Section 405.470, *Conditional Uses* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended to include new paragraph 12, Motor Vehicle Dealers, Used Only, in the "LI" Light Industrial District, as follows, and all subsequent sections renumbered accordingly:

Section 405.470 Conditional Uses

12. Motor Vehicle Dealers, Used Only--SIC Code 552 (conditional use in the "LI" District).

- a. 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.
- b. All business operations will take place indoors, and at no time will any vehicle, except customer and employee vehicles, be parked, serviced, cleaned, or stored in any way outdoors.

SECTION 3: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 4: 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

BILL NO. _____

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

File # _____



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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION TEXT AMENDMENT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant: Robert Mach <i>Name</i> Mach Distributors <i>Company (If Applicable)</i> 10865 Baur Blvd. <i>Address</i> Saint Louis, MO 63132-1612 <i>Address</i> Telephone #314-993-4560 Fax #314-993-0512 Email: machdistributors@brick.net	Applicant's Representative (if applicable): Powell Kalish <i>Name</i> Hilliker Corporation <i>Company (If Applicable)</i> 2001 S. Hanley Road - Suite 300 <i>Address</i> Saint Louis, MO 63144 <i>Address</i> Telephone #314-781-0001 Fax #314-781-1159 Email: pkalish@hillikercorp.com
---	---

Applicant's Status (Indicate one):

____ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☒ Private Party (Financial, contractual, or proprietary interest)
 ____ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, ~~September 12~~ Oct. 3, 2011.

Robert Mach
Applicant's Signature
9/2/11
Date

Powell Kalish
Applicant's Representative's Signature
9/2/11
Date

RECEIVED
 SEP 12 2011
 PLANNING DEPT.

File # _____

Description of Request (attach additional sheets as needed): _____

The wholesale of classic cars and classic car memorabilia remotely, via the internet, and by appointment only to collectors, corporations, set designers, corporate advertisers, and advertising firms. All business operations will take place indoors, and at no time will vehicles be parked or stored outdoors.

Affected Section(s) of the Zoning or Subdivision Code: _____

Light Industrial.

Proposed Ordinance Language (attach additional sheets as needed): _____

Amend the list of conditional uses in the "Light Industrial" zoning district to include Used-Only Automotive Sales.

Office Use Only

____ Proposed Ordinance Language

____ Fees Paid

____ Written Justification

Received By: _____

Date: _____

Paul Langdon, Director of Community Development
Whitney Kelly, City Planner
Julie Lowery, Admin. Assistant (872-2501)

RECEIVED
SEP 12 2011
PLANNING DEPT.

Revised: 9/11



October 6, 2011

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

Mr. Powell Kalish
Hilliker Corporation
2001 S. Hanley Road, Suite 300
Saint Louis, MO 63144

Re: Application #11-026: Text Amendment to Allow Used Vehicle Sales in the "LP" District
10665 Baur Blvd

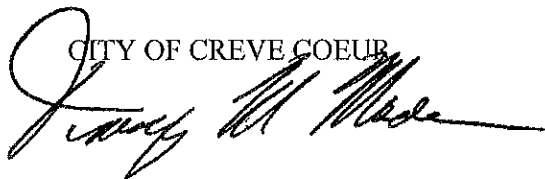
Mr. Kalish:

The Planning and Zoning Commission, at its meeting of October 3, 2011, reviewed your request on behalf of Sherman Motors Inc. for a text amendment to allow indoor used vehicle sales as a conditional use in the "LP" Light Industrial Zoning District.

By unanimous vote, the Planning Commission modified your request to include new vehicle sales and recommended its approval by City Council, subject to the conditions contained in the attached draft ordinance. Please review the ordinance to ensure that your client is prepared to abide by the regulations contained therein as any desired changes must be requested from the City Council who, at their discretion, could refer the matter back to the Planning Commission if they believe the changes are a substantial departure from the Planning Commission's recommendation.

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

Sincerely,

CITY OF CREVE COEUR


Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: Robert Mach, Mach Distributors
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 - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, OCTOBER 3, 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, October 3, 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
 Dr. Michael Barton

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

- A. Application #11-026: Text Amendment allowing Used Only Auto Sales with no outdoor storage as a Conditional Use in the “LI” Light Industrial Zoning District.**

Applicant/Agent: Robert Mach
 Mach Distributors
 10665 Baur Blvd
 Creve Coeur, MO 63141

Applicant’s Representative:
 Powell Kalish
 Hilliker Corporation
 2001 S Hanley Road, Suite 300
 Saint Louis, MO 63144

Start of Public Hearing

Mr. Powell Kalish, representing Mach Distributors, owner of 10665 Baur Blvd, presented a request to consider certain amendments to Section 405.380.C. Conditional Uses, to allow for Used Only Motor Vehicle Dealers in the “LI” Light Industrial District, provided all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors. The property owner has a potential tenant, Sherman Auto Sales, Inc., that would offer for

sale classic vehicles that would only be stored inside the building and would be viewed by appointment only.

Comments or questions from Commission members. Mr. Faron asked if this facility was similar to the facility on Woodson Road [sic], Overstreet, and Mr. Kalish said, from what research he had done, it is a similar facility.

Mr. Eberhardt inquired on the size of the lot the building sits on, which is one and one third of an acre. Mr. Eberhardt also asked if Mr. Powell's client would be the only tenant and Mr. Powell replied that it is a multi-tenant building. Mr. Eberhardt asked for further clarification of the operations in and around the building.

Mr. Peter Newton, Hilliker Corporation, 2001 South Hanley Road, Suite 300, representing Mark Sherman, of Sherman Motors, made a presentation about the type of business Mr. Sherman would like to be running in Creve Coeur. He stated that Sherman Motors were originally a Nash dealership. They still have a physical location up on Natural Bridge Road in the city of St. Louis. He stated that they have been steadily transitioning away from the sort of used car dealership that people typically think of, but one of the problems that they ran into in Creve Coeur is that our code does not distinguish classic cars from any others; they are all used cars. He acknowledged that "classic cars" is kind of a subjective term, and in terms of a zoning ordinance, there is no distinction between classic cars and used cars. He repeated that this is not an open-to-the-general-public business. They do not work on the cars or service them or do anything like that at this location. This would be basically an indoor showroom only, and it is not open to the general public. It is by appointment only.

Comments and questions from the audience. Mr. David Caldwell stated that there is another building in the Light Industrial District, which currently appears to be being used as storage-only for similar type cars. There is no sign or anything. He asked Mr. Langdon if he could clarify the use of that building.

Mr. Langdon presented the staff report on the application. He stated that while the applicant's use has a particular interest in being indoors, not all vehicle dealers are the same and the proposed amendment does not distinguish between them. As a result, he stated, the staff believe that the ordinance must be very clear that all activity be inside to avoid any confusion over levels of activity outside. He then indicated to the Commission that they may want to consider sales of all new and used vehicles, given that keeping them inside generally eliminates any unique concerns.

Mr. Langdon explained the history of the existing business referred to by Mr. Caldwell and identified that they may also need to pursue a conditional use permit should the amendment be passed.

He pointed out that this question has been raised before without resolution, but this request would require an answer. He reminded the Commission members that the amendment could also, ultimately, allow a use that was not as "clean" as the applicant's, hence the reason why staff believe the indoor-only limitation is crucial. In conclusion, he asked the Commission to consider their level of comfort with other vehicles being for sale and comfort with new vehicle sales as well as used.

Mr. Eberhardt expressed general support for the applicant but felt that the restrictions were not severe enough for this particular use and that restrictions should be placed on how many bay doors you can have based on site area. Mr. Eberhardt also asked if there was a reason why they should exclude the “GC” and “CB” conditions from the conditions that are being contemplated in the “LI” district? Mr. Eberhardt stated that he knew the applicant did not intend to service vehicles at their location, but they are going to have some loading doors, and he wondered why not have the same restriction about the loading doors not facing residential areas. There was discussion among the members regarding the limits on bay door. Mr. Langdon stated, for clarification, that the proposal is only for the LI District, and the existing text only covers dealers in the GC and CB Districts as separate requirements. One of those reads, "Service bays: Service bays shall be limited to one per 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."

Commissioner Kramer generally agreed with Mr. Eberhardt's concerns but wondered how the level of service conducted inside could be defined and limited.

Mr. David Caldwell, 257 Brooktrail Court, is a property owner in the Light Industrial District. Mr. Caldwell stated that he supports the application and felt that the limitations being contemplated by the Commission were excessive.

There was discussion of the ratio of bay doors to floor area and the merits of limiting certain service activities such as body work and major mechanical repair.

Mr. Barton agreed that if activities are being kept indoors, and given that they are discussing an industrial area, the restrictions may be excessive.

Mr. Langdon pointed out that the proposal is to make the use a conditional use, which would always provide the Commission an opportunity to regulate specific concerns with a specific site or application, including the activities they are conducting and the location of service doors.

The Chairman asked for clarification of why staff prefers referring only to used vehicles rather than limit the use to “classic cars.” Mr. Langdon responded that it is very difficult to define what exactly is a “classic car.” He added that defining certain levels of mechanical service is also problematic because what sounds like a big job can be very simple depending on how it is done.

Mr. Eberhardt withdrew his interest in restricting the level of service provided indoors, but wished the limits on lot size, and bay doors not facing residential areas should remain.

Mr. Lumley pointed out that there is nothing guaranteeing that indoor activities are not visible, depending on windows that may be present.

Ms. Kramer asked for clarification of what signage the applicant would ultimately want. Mr. Newton confirmed that only a small sign would be wanted, in conformation with the Zoning Code.

Ms. Kramer also asked for verification that memorabilia would also be offered for sale. Mr. Newton confirmed that it would be. Mr. Langdon pointed out that such retail sales are already a permitted use in the “LI” district.

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

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

No further comments and questions from the audience or the Commission.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of the text amendment to include Used Only Motor Vehicle Dealers (SIC 552), where all business operations will take place indoors, and at no time will vehicles be parked or stored outdoors as a Conditional Use within the “LI” Light Industrial District as described in the staff report on application #11-026, dated September 29, 2011 subject to amendments which will be hereafter proposed: the first amendment would be to add the words “New or Used Motor Vehicles” replacing the word “Used Only”; the second amendment being that the current Conditional Use requirement for Section 405.470 which requires a site sized not less than one acre be incorporated; and the third amendment to be, all service bays shall be contained entirely within the building and shall not face residentially zoned property. Dr. Barton seconded the motion with the resultant vote as follows:

Mr. Faron – aye
Ms. Kramer – aye

Mr. Eberhardt – aye
Dr. Barton – 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 8:00 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

1 PLANNING AND ZONING COMMISSION PUBLIC HEARING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 3, 2011

5 7:00 P.M.

6
7 THOSE IN ATTENDANCE:

8 Mr. Tim Madden, Chair

Dr. Michael Barton

9 Mr. Gary Eberhardt, Vice Chair

Mr. James Faron

10 Ms. Cynthia Kramer

Mr. Carl Lumley, City Attorney

11 Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

12 Ms. Julie Lowery, Recording Secretary

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23 McLaughlin Court Reporting Services, Inc.

24 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

4772 Gatesbury Drive

25 St. Louis, MO 63128

(314)487-2259

1
1 CHAIRMAN MADDEN: I'd like to call to order the

2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday October 30 -- October 3rd,
4 2011.

5 We'll start with roll call.

6 Dr. Barton?

7 MR. BARTON: Here.

8 CHAIRMAN MADDEN: Mr. Eberhardt?

9 MR. EBERHARDT: Present.

10 CHAIRMAN MADDEN: Mr. Faron.

11 MR. FARON: Present.

12 CHAIRMAN MADDEN: I don't see Mr. Howard.

13 Ms. Kramer?

14 MS. KRAMER: Present.

15 CHAIRMAN MADDEN: I don't see Mr. Schnarr.

16 Mr. Carl Lumley, our City Attorney?

17 MR. LUMLEY: Present.

18 CHAIRMAN MADDEN: Paul Langdon, our Director of
19 Community Development?

20 MR. LANGDON: Present.

21 CHAIRMAN MADDEN: Whitney Kelly, our City
22 Planner?

23 MS. KELLY: Present.

24 CHAIRMAN MADDEN: And Julie Lowery, our
25 Recording Secretary?

2

1 MS. LOWERY: Present.

2 CHAIRMAN MADDEN: So we'll move to new business.

3 There will be a public hearing for Application
4 No. 11-026, a text amendment allowing used only auto sales
5 with no outdoor storage as a conditional use in the LI,
6 Light Industrial Zoning District.

7 The Applicant is Robert Mach, and I guess the
8 Applicant's representative is Powell Kalish.

9 I don't know if you're both here or one wants to
10 start or whatever.

11 And for the record, will you please state your
12 name and address.

13 MR. KALISH: Yeah, good evening, Powell --

14 CHAIRMAN MADDEN: Oh, wait, you have to be sworn
15 in first, I'm sorry.

16 (Mr. Kalish and Mr. Langdon were sworn by the
17 court reporter.)

18 MR. KALISH: Good evening. Powell Kalish with
19 Hilliker Corporation.

20 I represent Robert Mach, the owner of 10665 Baur
21 Boulevard.

22 Robert Mach owns Mach Distributors. He's in the
23 front 10,000 square feet of that building. We've got
24 8,000 square feet available, which right now is just dead
25 warehouse space.

3
1 I'm joined here by my colleague, Peter Newton,
2 who represents Sherman Motors, who is a potential tenant
3 for that back 8,000 square feet, which would convert that

4 dead warehouse space to a vintage car wholesaler.

5 And that's what we are proposing to amend the
6 text amendment here.

7 CHAIRMAN MADDEN: Are there any questions?

8 MR. FARON: I have a brief question.

9 Is this similar to the facility that is over on
10 Woodson?

11 MR. KALISH: Yes. Overstreet?

12 MR. FARON: Uh-huh.

13 MR. KALISH: Yes, it is.

14 MR. FARON: Same principle; same approach and
15 everything?

16 MR. KALISH: I'm not completely familiar with
17 them, but from the brief research I've done, is very
18 similar operation.

19 MR. FARON: Okay. Thank you.

20 MR. EBERHARDT: This building sits on what size
21 land parcel?

22 MR. KALISH: I believe it's about a third of an
23 acre. It's an --

24 MR. EBERHARDT: Third of an acre?

25 MR. KALISH: Yes, and --

4

1 MR. EBERHARDT: And what's the square footage of
2 the building again?

3 MR. KALISH: 18,000 square feet.

4 Mach Distributors is equipment for -- dry

5 cleaning equipment, is in the front 10,000 square feet,
6 and so the potential tenant, Sherman Motors, would occupy
7 the back rear back 8,000 square feet.

8 MR. EBERHARDT: So the whole building wouldn't
9 be occupied by the tenant you're speaking?

10 MR. KALISH: No, it will be a multi-tenant
11 building with the owner occupying the front 10,000.

12 MR. EBERHARDT: Where are the bays that the cars
13 come in from?

14 MR. KALISH: There is a -- on the east side of
15 the building there is a -- we got a loading dock that has
16 a ramp on to it that comes into right here; there's a ramp
17 and -- I'm sorry, over here -- a ramp that comes up into
18 two over-sized drive-in doors in his space.

19 The pros use would be -- the cars would be
20 inside at all times besides coming -- loading and
21 unloading, everything would be inside at all times.

22 MR. EBERHARDT: Is there any service work
23 performed on these cars before or after they get there?

24 MR. KALISH: If you don't mind, I'd ask Peter
25 Newton to join me up here.

5

1 MR. EBERHARDT: He needs to be sworn in.

2 CHAIRMAN MADDEN: Mr. Newton, you need to be
3 sworn in and then state your name and address, please.

4 (Peter Newton was sworn by the court reporter.)

5 MR. NEWTON: My home address or company?

6 CHAIRMAN MADDEN: Either one.

7 MR. NEWTON: Peter Newton with Hilliker
8 Corporation. We're at 2001 South Hanley Road, Suite 300,
9 63144.

10 And I represent Mark Sherman, and he owns
11 Sherman Motors.

12 They were originally a Nash dealership. They
13 still have physical location up on Natural Bridge in the
14 city. He has been steadily transitioning away from sort
15 of the used car -- one of the problems that we ran into is
16 that used cars, they're all used cars. Classic cars
17 becomes kind of a subjective term, and in terms of like a
18 zoning ordinance, they make no distinction between classic
19 cars and used cars.

20 And this is a not open to the general public
21 business. They don't work on the cars or service them or
22 do anything like that at this location.

23 This would be basically a indoor showroom only,
24 and it's not open to the general public. It's only by
25 appointment only. They will not have their doors open.

6

1 They will have a small sign on Baur, but they're not
2 really going to get any walk-in business.

3 I -- I have some photographs of his current
4 space, which is a lot smaller than what we're talking
5 about here, and he's really restricted in what he can do.

6 He -- he -- anyway, it's a lot more clear on

7 those big ones. It -- he pretty much, because he sells to
8 individuals too, I guess he can't be considered a
9 wholesaler, but it's -- it's a lot of to the production
10 companies and collectors.

11 And it's kind of a whole little community of the
12 classic car guys and the Horseless Carriage Society in
13 St. Louis.

14 And that's pretty much has been kind of hobby
15 for the last 30 years, and now he's transitioning
16 completely away from regular automobile sales and wants to
17 just do specifically this.

18 Doesn't need -- we're -- we're -- we were
19 looking for a back warehouse somewhere where there
20 wouldn't be any street presence, and it wouldn't be a
21 retail-type use; that it would just be -- that he could
22 create this showroom for selling automobile memorabilia
23 and classic cars specifically.

24 And I, you know, because of the wording in the
25 ordinance, this is what we're asking for to allow this to

7

1 become a conditional use, and then we're going to have to
2 apply for a conditional use permit if -- if this text
3 amendment --

4 MR. EBERHARDT: I want to renew my question.

5 Is there any service work done on these
6 automobiles before or after, or is there any restoration
7 work done after the vehicles get to this facility?

8 MR. NEWTON: There is not. This is specifically
9 a showroom. They would like, either when they build it or
10 afterwards, they may have a wash facility to wash. Just
11 a -- you know, one bay with a floor drain where they can
12 wash the cars inside during the winter.

13 MR. EBERHARDT: Do they do restoration or
14 servicing of these vehicles at any other facility before
15 they're brought here?

16 MR. NEWTON: Mostly what he deals in is as
17 original as you can get.

18 He -- he's not -- they're not servicing it and
19 they're not working on the cars. He -- he either buys
20 them in that state or has a professional restore --
21 restore the car, and then bring it to him. He doesn't do
22 any of that work himself. He doesn't have any mechanics
23 on staff there. He's strictly in the trade of these
24 vehicles.

25 MR. EBERHARDT: Thank you.

8

1 CHAIRMAN MADDEN: Well, you answered my question
2 about washing them.

3 Second question is do people test drive these,
4 come in and test drive them or --

5 MR. NEWTON: I -- probably so, but, you know, I
6 mean he's -- it's not -- people can't just come in. It's
7 by appointment only. And he pretty much knows who his
8 customers are coming in.

9 Now, he will sell cars over the internet, and
10 they'll just ship, you know, and I guess -- I don't -- I
11 don't know exactly how that part of the business works,
12 but I -- I think it's largely by reputation.
13 And if you say, you know, the car drives, it
14 does this, I mean I think they disclose everything on the
15 vehicle before they ship it if the -- if the ultimate
16 buyer is never going to see it, because he's been doing
17 this for quite a while, and has told me a lot of anecdotes
18 about, you know, wealthy people wanting a specific car,
19 and he'll find it and ship it up to them directly, you
20 know, sometimes in time for a birthday or something like
21 that so.

22 CHAIRMAN MADDEN: Any other questions?

23 Is there anybody in the audience that has a
24 question?

25 Mr. Caldwell, please get sworn in.

9

1 (David Caldwell was sworn by the court
2 reporter.)

3 MR. CALDWELL: David Caldwell, 257 Brooktrail
4 Court. And I am the owner of a property in the Light
5 Industrial District.

6 I do support the application. I don't have any
7 objections.

8 But I -- I want to clarify something that was
9 just said. I believe you said it was one-third of an

10 acre. Well, that doesn't sound right with an 18,000
11 square foot building. That would make the building larger
12 than the lot, so that --

13 MR. KALISH: I misspoke.

14 MR. CALDWELL: Yeah. Let's clarify that.

15 But my other question is, and I think Paul may
16 have mentioned this in the staff report, there's another
17 building in the Light Industrial District, which is
18 currently appears to being used as a storage only for
19 similar type cars. There's no sign or anything.

20 If the building were up in the air was located,
21 says up in the air left, these cars have gone in there, so
22 just like maybe if Paul knows, if there's anything about
23 that building or that operation that would be different
24 from what the Applicant here is saying that would make it
25 worth a little more consideration as to making sure that

10

1 all the Is are dotted and Ts are crossed this time around
2 so that the other building doesn't pop up as a surprise.

3 CHAIRMAN MADDEN: Okay. Before you do that, can
4 we get the correct size of the lot, just for the record.
5 Just --

6 MR. LANGDON: I believe it's one and a third
7 acres.

8 CHAIRMAN MADDEN: Okay. You guys agree with
9 that? Okay.

10 You want to answer then, please?

11 MR. LANGDON: I can answer that question and
12 provide other comments or just answer the question.

13 CHAIRMAN MADDEN: Do both.

14 MR. LANGDON: Okay.

15 CHAIRMAN MADDEN: Please.

16 MR. LANGDON: Good evening, Mr. Chairman,
17 Members of the Planning Commission, I'm Paul Langdon,
18 Director of Community Development for the City Creve
19 Coeur.

20 This particular use, although it may seem
21 unlikely, I actually have experience with prior
22 occupation. In fact, this exact scenario, where we had a
23 light industrial area that did not allow the retailing of
24 used cars.

25 When I was approached by someone that does very

11

1 much the same business, it then became an effort in
2 educating people that not all used car lots are the same.

3 I can tell you that that was in 2003. That
4 business is still there today. And in talking with people
5 still at the city where it's located, there have not been
6 any problems.

7 Really what we're talking about are vehicles too
8 rare, too valuable to take any chances with on leaving
9 them outside. If they're damaged, you don't go find
10 parts; you have to make them. If they're stolen, it's
11 almost impossible to get them back because usually when

12 they're stolen, people know that they have to sit in the
13 warehouse and they just can't be found.

14 So, you know, these dealers of these particular
15 kinds of cars take it very seriously in terms of keeping
16 them inside and keeping a low profile. They don't want
17 others to know where they are.

18 We do have a concern if the business moves
19 outside. This is not an area that, in general, is
20 conducive to a lot of outside storage. There are some
21 businesses and some properties that are, but we have a lot
22 more like this particular one where there's really not a
23 lot of room to be taking up space with outside cars,
24 whether it's this kind of dealer or a dealer that retails
25 in a -- in a more, you know, sort of a lower price point

12

1 than this kind of car.

2 We're not distinguishing here between used cars
3 that sell for \$5,000 that sell at -- for \$500,000. And
4 there are such cars. Some of these sell for over -- well
5 over a million dollars. These are exceptionally valuable
6 vehicles.

7 The -- but we have to look at all cases, and --
8 and I think that the City has traditionally had a concern
9 that used car lots when it's used cars only will tend
10 to -- to run down. They tend to be a lower level of
11 investment. They tend to not be operated and maintained
12 at the same level of quality that the City looks for in

13 all of our businesses in town.

14 This has been an issue in the past with other
15 car dealers that have come before you and then have gone
16 on to the Planning -- I'm sorry -- on to the City Council.
17 And we do not want to create a situation in the Light
18 Industrial District that is any different than other
19 zoning districts.

20 So we feel very strongly that the lessons that
21 I've learned before and that the Applicant is bringing to
22 you tonight are ones that we should adhere to.

23 There must not be activity outside. The problem
24 with opening the door even a little bit is that it starts
25 to create this creeping nuisance where it's -- well, we

13

1 just washed it, that's not a big deal. Well, we just had
2 to change the battery cause the battery died. Well, we
3 just had to change the spark plug wires too. Well, it had
4 a flat tire and so we took care of that while we were
5 doing these other things. And eventually you end up with
6 a lot going on outside that we had never intended to.

7 And like I say, we're not distinguishing between
8 the level in the marketplace of vehicles, so it may very
9 well be that we could see someone down the road who spies
10 an opportunity and then tries to -- to work into the gray
11 areas of the ordinance, so we're trying to keep those out.

12 One thing I would say about what we're
13 distinguishing between, the Applicant has asked for a used

14 only. The City has traditionally allowed used with new in
15 the commercial areas of town.

16 Since we're really dealing with inside only
17 activity in this case, in the LI District, it occurs to me
18 and in discussion with the City Attorney, he agrees, that
19 it's really pretty legally difficult to say, well, you can
20 sell used cars inside, why couldn't you sell new cars
21 inside.

22 There are brands of vehicle out there, not even
23 just cars, but also motorcycles or now there are
24 three-wheelers that are on the market; there are, you
25 know, various forms of two-wheeled conveyance, I'm

14

1 thinking of those things that you stand on and wheel
2 around, I can't remember what they're called.

3 CHAIRMAN MADDEN: Segways.

4 MR. LANGDON: Yeah, it's basically a vehicle. I
5 would assume they could sell those out of a building like
6 this too, I don't know.

7 Nonetheless, if they're new or used, does it
8 really make a difference. And so I think that we probably
9 would be interested to know if the -- the Commission has a
10 concern with either keeping them as totally separate
11 issues, and tonight it's only about used, or if you're
12 comfortable, we can take your recommendation forward with
13 a request to add new and used into the ordinance.

14 So that's -- that's one question for you to

15 ponder.

16 As far as the -- the servicing, this particular
17 applicant is only talking about vehicles that are pretty
18 much ready to go, other than maybe some cleaning them off
19 to get the dust off.

20 I know that in other cases where they're trying
21 to bring these up to a certain point in the marketplace, I
22 don't know how many of you are familiar with -- with
23 vintage car competitions, but they refer to a thousand
24 point car, that would be a perfect car. You may buy it at
25 900 or 950 points, and what it needs is matching or

15

1 correct wheel covers, for example, something very subtle;
2 badging needs to be corrected; it's got the wrong horn on
3 it; it's got the wrong side lights on it. These kind of
4 things.

5 Some dealers will do that -- that level of
6 service. It's done with minimal tools; it doesn't require
7 a lift; it doesn't require anything exotic in terms of
8 painting or chemicals or what have you.

9 So I would say that it's certainly possible that
10 some service would and could occur, but, again, we would
11 want it to be all inside.

12 We are not looking to try to parse out what
13 servicing or how much. Simply that if you're going to do
14 it, you've got to do it inside, otherwise you get into
15 definitional issues that become problematic.

16 And then lastly, the issue of the existing use.
17 I can't answer it without giving you a little background.
18 Essentially, when they located, they approached
19 the City and said that they were a family of collectors
20 that had more cars than a place to store them and they
21 wanted to buy this building to use as, essentially, their
22 private garage. That was fine.
23 The building inspector went on to the site. His
24 belief was that this was being set up as a showroom, and
25 issued them a bunch of requirements for public use;

16

1 bathrooms, for example, emergency exiting, lighting, all
2 these kind of things, and they responded in writing, no,
3 no, this is not a retail location, this is a place for our
4 personal vehicles to be stored and we will do some work on
5 them inside as part of our hobby. That's fine. Comments
6 rescinded. Whole different perspective. And they were
7 allowed to occupy the building.

8 Subsequent to that time, we have uncovered some
9 evidence that, in fact, they do retail these cars. I
10 would say that they are similar to the applicant tonight
11 and that they do not invite the public to just walk up and
12 walk through, but that if you know how to contact them,
13 they will happily talk price.

14 I would say it's fairly debatable that any
15 classic car collector will talk price. Everything's for
16 sale. And that's probably what they would argue as well.

17 Nonetheless, we've approached them and let them
18 know that we think they have certainly started to tiptoe
19 over the line from just operating a private garage to, in
20 fact, a retail location, and as the ordinance currently
21 stands, that's not allowed.

22 They are maintaining that this is a private
23 garage. Either way, if this amendment ultimately gets
24 approved, we will approach them again and say the correct
25 path here is to go ahead and get a conditional use permit.

17

1 If it is not approved, we will approach them and
2 take it on as a code enforcement issue and deal with it as
3 the facts unfold in the future. But we are very much
4 aware of what they do and where they are. We have been in
5 contact with them, and we will be again either way.

6 CHAIRMAN MADDEN: Any questions for Mr. Langdon?

7 MR. FARON: I had just a few questions, first
8 for the gentleman here, is -- is -- are the pictures that
9 we looked at, is that the Natural Bridge location?

10 MR. NEWTON: Yeah --

11 CHAIRMAN MADDEN: Could you go to the
12 microphone, please.

13 MR. NEWTON: Yes, it's -- he's got maybe half of
14 the size of the space. It will be 4,000 square feet. And
15 the very back sealed off from the rest of the business,
16 it's kind of like walking into his little world back
17 there.

18 And you can also see much more clearly from the
19 large shots, he also does a lot of memorabilia and, you
20 know, like, you know, like you were saying, the
21 emblem-mage, and like all of the kind of the hard to find,
22 you know, memorabilia for automobiles and --

23 MR. FARON: A Museum of Transportation,
24 something like what you see there?

25 MR. NEWTON: Exactly. Exactly.

18

1 MR. FARON: So a similar approach and --

2 MR. NEWTON: And that's kind of, when he sets it
3 up, that's kind of look he's going for, like a, you know,
4 like a -- it's not just the car, it's kind of the setting
5 he puts it in, where it's all sort of a full-size
6 diorama --

7 MR. FARON: Gets you in the mood.

8 MR. NEWTON: -- time. Yeah, exactly.

9 MR. FARON: One other question.

10 I guess the cars are going to be at a high-level
11 point scale where they're not going to taken out and
12 brought back and taken out and brought back, all the work
13 is kind of going to be done right there to bring it up to
14 a high-level like Paul had kind of said?

15 MR. NEWTON: Right, but he doesn't really -- he
16 doesn't employ -- when you said service, I thought you
17 meant engines, and like I was thinking like, you know,
18 something, you know --

19 MR. FARON: Well --

20 MR. NEWTON: -- mechanical scale type of thing.

21 I -- I -- you're probably right, they probably do, you
22 know, replace if there's a, you know, the Studebaker thing
23 is off --

24 MR. FARON: Sure.

25 MR. NEWTON: -- they'll, you know --

19

1 MR. FARON: Right.

2 MR. NEWTON: -- find an original and replace it,
3 stuff like that, they would, I'm sure they would do that.

4 MR. FARON: And they're not going to take whole
5 engine out, they're just going to change some signage or
6 something like that.

7 MR. NEWTON: Yeah, I mean, you know --

8 MR. FARON: Sure.

9 MR. NEWTON: -- I mean a lot of the vehicles
10 that he's shown me are this point -- I don't know anything
11 about a point system, but some -- most of them have
12 original paint, original everything. I mean what gives it
13 the value is is that there's no aftermarket anything, and
14 it's, you know, the -- the -- what is it, an Overland or
15 a --

16 MR. FARON: Right. Yeah, Overstreet?

17 MR. NEWTON: No, it was -- it was a -- some kind
18 of Overland car he had, and the engine had the original
19 everything, and, you know, it was very valuable because it

20 was just like it rolled out of the dealer's in 19, you
21 know, 51, or and that's what these people -- that's what
22 they like. They like original everything.

23 MR. FARON: Right.

24 MR. NEWTON: Not hotrods or anything.

25 MR. FARON: Thank you.

20

1 I had a question for Paul.

2 In looking at this, Paul, would this be like --
3 the 405.210, it would be considered close enough to a
4 motorcycle that we agree, and it would just be looked at
5 as a, I guess as it's stated here, a substantially
6 similar, and we would just go ahead and say that it's
7 looked at upon in the same way that we agree, as a City,
8 for motorcycle, No. 3 there, I don't know that --

9 MR. LANGDON: Yeah.

10 MR. FARON: -- the -- the standard industrial
11 classification?

12 MR. LANGDON: Uh-huh.

13 MR. FARON: Number 3 there at the end, we would
14 just consider that so similar that it would be permitted
15 as we permit motorcycles, and probably similar to what the
16 gentleman mentioned before.

17 MR. LANGDON: Yeah, I think, you know, if you
18 bring them together -- I want to make sure I'm clear, when
19 you say No. 3.

20 MR. FARON: Uses not specifically listed.

21 I think it's 405.

22 MR. LANGDON: So you're looking at the original
23 ordinance, the --

24 MR. FARON: Yeah. Yeah, Section 405.210,
25 Regulation of Uses. If the particular --

21

1 MR. LANGDON: Oh.

2 MR. FARON: -- use is not included anywhere in
3 the SIC Manual, and is substantially similar to one or
4 more of the permitted uses --

5 MR. LANGDON: Right.

6 MR. FARON: -- motorcycles listed district and
7 may receive consideration. Is that kind of how we're --

8 MR. LANGDON: No. What we're saying here is
9 that -- that it should be listed as a unique use.

10 MR. FARON: Okay.

11 MR. LANGDON: When motorcycles were added the
12 feeling was that, one, motorcycle dealers, to my
13 knowledge, do not use the outdoors except for, you know,
14 daytime only, rolling them out, and, two, they're much
15 smaller. They -- they're shipped differently. There's a
16 whole different set of operations, so we felt like they
17 were different.

18 The question has been raised before about, well,
19 if motorcycles, then why not cars too, and that's really
20 the question here tonight is -- is a part of that.

21 But, no, what we would do is -- is amend the

22 ordinance to say motor vehicle dealers, and then it could
23 say, you know, all cars and motorcycles in terms of
24 consolidating the wording, and then it could say new or
25 new and used or used only.

22

1 I guess it's a level of comfort from you all
2 that we're looking for if you have any at all.

3 If you do, then does it matter to you if they're
4 cars versus motorcycles, and does it matter to you if
5 they're new or if they're used.

6 That's really sort of the -- the question that
7 we have for you.

8 And the other thing, I guess, I want to make
9 clear too is while we appreciate the example that you have
10 in front of you of really the ultimate end here, this is a
11 text change, so we could also be talking about somebody
12 that finds, you know, really nasty old cars that are a
13 mess and makes them operable, so that somebody only has
14 \$150 to buy a car can buy a car.

15 It's hyperbolic, but it's theoretically
16 possible, and the ordinance would cover that too. So not
17 always going to be what you see on the overhead. It's --
18 it could also be something not nearly so nice, which is
19 why we think the inside only is really the critical issue.

20 MR. FARON: Thank you.

21 CHAIRMAN MADDEN: Mr. Eberhardt.

22 MR. EBERHARDT: Mr. Langdon, I have, first of

23 all, in my personal opinion, this is a fine use, and I
24 would have no problem supporting it, including modifying
25 it to include new as well as used.

23

1 But it seems to me that the restrictions that
2 we're putting on are not -- are not as severe as they
3 should be.

4 For example, when I look at the Section 405.470,
5 Conditional Uses, it requires, for example, a lot size of
6 not less than an acre. We're okay here, cause it's 1.3
7 acres, apparently. But why exclude that from the
8 conditions that we're going to add in the conditional uses
9 in the new ordinance?

10 Service bays. I know we're not going to have
11 service here, particularly, but we are going to have some
12 loading doors, and I wonder why we don't have the same
13 restriction about the loading doors not being facing
14 residential areas, and being, I think there's -- have to
15 be 5,000 feet -- feet per -- per door.

16 Again, wouldn't restrict this particular use,
17 but it seems to me if we're going to amend this -- this
18 ordinance, we ought to make sure that we don't allow more
19 in than we're intending to allow in.

20 And so it would seem to me that the lot size
21 should stay in; the number of bay doors should stay in;
22 the doors -- bay doors not facing residential areas should
23 stay in, and -- and, personally, I would like to see a

24 restriction that no restoration of vehicles occurs in this
25 facility; that it's a showroom; that's what it's intended

24

1 to be, and I realize there's going to be some minor repair
2 work done. That doesn't offend me. But this could turn
3 into a body shop. And it seems to me that we're looking
4 at a showroom primarily, and, therefore, I would suggest
5 that we add a restriction that no major restoration work
6 be performed as a part of this conditional use.

7 Is there any reason that the staff feels that
8 those would be inappropriate or at least some of them?

9 MR. LANGDON: No, sir.

10 CHAIRMAN MADDEN: Okay. Well, let me ask,
11 Commissioners, lot size, is everybody okay with that?

12 Just a second, Mr. Caldwell, okay.

13 Everybody okay with what he suggested?

14 And then there was the bay doors; making sure,
15 what was it, 500 feet not facing residential areas.

16 MR. EBERHARDT: One per 5,000 square feet of
17 land area.

18 CHAIRMAN MADDEN: Okay.

19 MR. EBERHARDT: And that the doors -- bay doors
20 not face residentially zoned property.

21 CHAIRMAN MADDEN: Is everybody okay with that?

22 Okay. And then --

23 MR. LUMLEY: 5,000 square feet of land area

24 or --

25 MR. EBERHARDT: Well, land area is what it's

25

1 stated here, based on lots of not less than one acre.

2 MR. LANGDON: I can read the --

3 MR. EBERHARDT: Not more -- well, it could have

4 more, I suppose. That does seem a little --

5 MR. LUMLEY: I mean that'd let you have eight

6 bay doors for indoor only operation.

7 MR. EBERHARDT: Well, then we ought to restrict

8 that further to one per 20,000 square feet.

9 CHAIRMAN MADDEN: Does that work for you, Paul,

10 or --

11 MR. LANGDON: Yeah. Just so everyone knows what

12 we're talking about that the --

13 MR. EBERHARDT: Loading doors.

14 MR. LANGDON: -- subsection had what would be --

15 what we're proposing for the LI District, or what is being

16 proposed, which covers dealers in the GC and CB Districts

17 as separate requirements. And one of those reads,

18 "Service bays. Service bays shall be limited to one per

19 5,000 square feet of land area. All service bays shall be

20 contained entirely within the building. Service bay doors

21 shall not face residentially zoned property A, B, C, D,

22 AR."

23 MR. EBERHARDT: Right.

24 CHAIRMAN MADDEN: Okay. And I think the last

25 one you had, No. 3, was no major restoration of vehicles

1 on site.

2 MR. EBERHARDT: Correct.

3 CHAIRMAN MADDEN: Yes.

4 MS. KRAMER: I'm sorry, I have just one quick
5 question.

6 How many bay doors do they currently have? I
7 apologize.

8 MR. EBERHARDT: Two.

9 MS. KRAMER: They have two. And does that fall
10 within the 20,000?

11 MR. EBERHARDT: Yes.

12 MS. KRAMER: We're okay.

13 MR. EBERHARDT: We're okay.

14 MS. KRAMER: Okay. I just wanted to double
15 check.

16 I would agree with my colleague on everything.

17 I'm just a little bit concerned about the
18 definition of no major restoration. I just -- I'm a
19 little bit concerned it becomes slightly open-ended. I
20 agree with the premise, so I'm just wondering if there's a
21 way to tweak that so that they can do what they need to
22 do, but those -- but the objectives are met, so --

23 MR. EBERHARDT: I'm not quite sure how to -- to
24 restrict that in some reasonable way.

25 MR. BARTON: You could exclude painting them.

1 Body filler, I don't know.

2 MS. KRAMER: Well, I guess I would -- I would
3 request maybe a thought on -- are you looking to ensure
4 that there's no real service work, cause I think there is
5 a difference between the mechanics and the service versus
6 actually some sort of restoration.

7 MR. EBERHARDT: Yeah, I don't want to see bring
8 in a junker, and then have to restore it in -- in the
9 facility and --

10 MS. KRAMER: Right.

11 MR. EBERHARDT: -- then we have a body shop
12 operation, seems to me, and all sorts of things, but --

13 MS. KRAMER: Right.

14 MR. EBERHARDT: -- I'm comfortable with -- with
15 major restoration, but maybe if there's a way to limit it
16 in some reasonable way, then I'm certainly willing to
17 listen.

18 CHAIRMAN MADDEN: Any ideas?

19 Mr. Caldwell.

20 MR. CALDWELL: Mr. Chairman, I'm a little bit
21 concerned going overboard on the restrictions.

22 The Light Industrial District is already built
23 out. There's no open property, so I'd be concerned that
24 some of the restrictions might require expensive
25 modifications to existing buildings.

1 For instance, my building is eight doors, and if

2 I wanted to have -- and -- have this use in my building,
3 would I have to, you know, brick in doors or do something
4 like that to comply with the ordinance?

5 Also, I believe body shops are allowed in the
6 Light Industrial District, so seems to be a conflict
7 there.

8 And, lastly, I don't -- I'm not aware, but I
9 don't think they -- there's any residential property
10 bordering any border of the Light Industrial District.

11 So, you know, I think it's kind of a
12 self-contained system that I wouldn't be -- I would
13 encourage not to go with more restrictions, but to just
14 keep it all indoors, and -- and -- and let them pretty
15 much do what they need to do, as long as the external
16 activity and external appearance is within the
17 expectations of the -- of the Commission.

18 MR. EBERHARDT: Mr. Caldwell, what's the size of
19 your building and how many doors do you have?

20 MR. CALDWELL: I have 60,000 square feet, and I
21 have eight doors.

22 MR. EBERHARDT: Have eight doors.

23 MR. CALDWELL: Yeah.

24 MR. EBERHARDT: So --

25 MR. CALDWELL: I have nine actually, one is a

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1 drive-in and eight dock-high doors.

2 MR. EBERHARDT: I'm sorry, the ninth door is

3 what?

4 MR. CALDWELL: The ninth door is a drive-in
5 door, and I have eight dock -- eight dock-high doors.

6 And I don't know if the number of doors is based
7 upon the size of the building or the size of the lot. I
8 do have three and a quarter acres.

9 MR. EBERHARDT: The lot seems to me to be -- I
10 mean that's the way the present restriction reads, but it
11 seems to me it's more appropriate to building size than it
12 is to the number of doors per building size rather than
13 lot size.

14 MR. CALDWELL: Yeah.

15 MR. EBERHARDT: Particularly if it's an indoor
16 situation.

17 So if we had, in your case, if you had 60,000
18 square feet and you had ten doors, if you had one door
19 per --

20 MR. CALDWELL: 6,000.

21 MR. EBERHARDT: -- 6,000 square feet.

22 MR. CALDWELL: I mean the thing is the
23 buildings, they're all already built.

24 MR. EBERHARDT: Well, they may be built. But
25 we're using this for a particular use. We're not saying

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1 any building; we're saying a building that can only be
2 used to sell new and used cars.

3 MR. CALDWELL: Well, my concern is that, you

4 know, you want to make the district as appealing as
5 possible to potential tenants and owners, and if your
6 restriction unnecessarily requires expensive modifications
7 to the building, you're not really promoting the -- the
8 value of the property in -- in the district.

9 MR. EBERHARDT: Or a conditional use permit for
10 the particular situation.

11 MR. CALDWELL: I just don't think that the
12 restriction adds anything to the -- to the -- to the
13 protection of the public at all.

14 Since the real concern is the what's happening
15 and not how many, you know, doors there are, or, you know,
16 it seems to be overkill.

17 That's my comment.

18 MR. BARTON: I think he makes a valid -- if body
19 shops are permitted in the Light Industrial area then, you
20 know, as long as they keep it inside, what are you going
21 to do?

22 MR. EBERHARDT: Well, that's a different use
23 though.

24 Are we permitting this to be a body shop and a
25 new car facility -- a car facility?

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1 MR. BARTON: I don't have a problem with that.

2 MR. EBERHARDT: It seems to me if we're talking
3 about body shops, we ought to focus on what a body shop
4 does. If we're focusing on the Applicant who wants a

5 showroom, we ought to focus on what he needs to do his
6 showroom.

7 And if we expand it to as great as Mr. Caldwell
8 would like, it seems to me we're opening the door for
9 things we don't know about yet. And as long as there are
10 no other residential areas bordering the Light Industrial
11 District, what does the restriction prevent then?

12 If we amend this to mean to have doors that are
13 based on the number of square footage of the building, and
14 perhaps in a more reasonable way, which would say one
15 per -- not more than one per 4,000 square feet or 5,000
16 square feet or 6,000 square feet, in your -- in your case,
17 it seems to me that that's not going to likely hurt this
18 particular use.

19 So I must -- I'm sticking by my guns that if
20 we're talking about this particular use and not about some
21 other use, whether it's a body shop or some other use,
22 then I think we ought to be focusing on what we've been
23 asked to approve.

24 MR. BARTON: When you say "this particular use",
25 are you talking about the Applicant or --

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1 MR. EBERHARDT: The Applicant's use to have a
2 showroom to show his classic cars to -- in the indoor only
3 facility.

4 MR. BARTON: But is that relevant? I mean we
5 have to look at the text amendment at large. I mean their

6 particular use should come to question when they come back

7 for their conditional use permit.

8 To me, we should be talking about --

9 MR. EBERHARDT: Except the ordinance includes
10 the conditional uses.

11 MR. BARTON: Right. Well --

12 CHAIRMAN MADDEN: Yeah, Paul.

13 MR. BARTON: -- I suggest we close the hearing.

14 MR. LANGDON: Mr. Chair, just one quick, maybe,
15 clarification on that.

16 Maybe it's not necessary, but just so you know,
17 these particular conditions are only just the fixed
18 conditions, so refer to them maybe as pre-conditions.

19 Under the CUP, you still have the opportunity
20 to -- to look at the specific site and say, you know,
21 maybe there are too many doors in this particular case,
22 you know, if you've got a whole wall of them, and, you
23 know, some of them need to be closed. Or maybe there's
24 something in terms of the parking lot or what have you.

25 You still have the opportunity to add or modify

33

1 conditions based on the specific situation.

2 MR. EBERHARDT: Well, the conditional use
3 permit, which comes later?

4 MR. LANGDON: Correct.

5 MR. EBERHARDT: I understand.

6 CHAIRMAN MADDEN: So is that okay with you,

7 Mr. Eberhardt?

8 I -- I -- Paul, what I gathered from you, you
9 want to know from us do we want to use the term "classic
10 car" or what you guys suggested "used only motor vehicle
11 dealers"?

12 MR. EBERHARDT: New and used is what was
13 suggested.

14 CHAIRMAN MADDEN: Okay. Well, on here we just
15 had used, but --

16 MR. LANGDON: Right. The draft ordinance just
17 says used. That's what the Applicant was asking for.

18 And -- and looking at the, really the operation
19 of the Zoning Code in general, I'm trying to avoid, you
20 know, unnecessary or undependable differences.

21 I think there's really no difference between new
22 and used under this setting, an indoor only.

23 As far as trying to say what is a classic or
24 what is vintage or what is major overhaul, very difficult
25 terms to define.

34

1 MR. EBERHARDT: Okay.

2 MR. LANGDON: And, in fact, there -- it's a
3 moving target.

4 I think we're going to see vehicles coming
5 online, which, ultimately, will become classics or vintage
6 one day where the whole drive tram can be changed out in
7 one package, you know. I think of hybrids, for example,

8 where it's all mis-mated together, unit of electric motors
9 and batteries, and it's not a big job to do, as long as
10 you buy the parts.

11 Frankly, an old vehicle like this, some of them,
12 you know, muscle cars, you can buy what's referred to as a
13 crate engine. It's an engine ready to go. You buy it;
14 you open the box; you put it on a hoist, and if you know
15 what you're doing, you can change it in a half an hour.
16 It's really very simple. But that's a whole engine
17 change. It becomes very hard to parse it out.

18 CHAIRMAN MADDEN: Okay. So --

19 MR. EBERHARDT: I withdraw my proposed amendment
20 dealing with renovation, I suppose.

21 But I still would like to see the lot size --
22 the lot size stay in place. It's not going to hurt this
23 application. And I would like to see the restriction that
24 the bay doors not face a residential area and remove a
25 requirement on the number of bay doors.

35

1 CHAIRMAN MADDEN: Carl.

2 MR. LUMLEY: Had a question, I'm sure you'll all
3 appreciate injecting another issue, but it occurs to me
4 that we're sort of assuming that inside means unseen.

5 I didn't want there to be any surprises. I mean
6 as it's currently written, somebody could have a
7 completely, you know, glass structure subject to our
8 building code requirements of, you know, what -- so I just

9 don't want anybody to just sort of have it fixed in their
10 mind that it has to be invisible to the public, you
11 know that -- and I know this particular applicant really
12 doesn't want the public seeing what's in there, but
13 somebody else --

14 CHAIRMAN MADDEN: Could.

15 MR. LUMLEY: -- you know, could.

16 So I just want to inject that idea, and if you
17 don't want to have, you know, glass display windows, I'm
18 not exactly sure how we accomplish that. I'm really
19 suggesting you should just assume that it would be
20 possible, and I just didn't want you to --

21 CHAIRMAN MADDEN: Okay.

22 MR. LUMLEY: -- not have thought about that
23 aspect.

24 CHAIRMAN MADDEN: Well, when they applied for
25 their conditional use permit couldn't we --

36

1 MR. LUMLEY: I mean as Mr. Caldwell says, the
2 buildings are all there, but, you know, there's -- there's
3 the building in Clayton that's been there, it's one of the
4 older buildings, they're completely doing the exterior to
5 all glass and making it all shiny and new, so I mean
6 anything's possible.

7 I'm not saying there's anything's wrong with it,
8 but it just occurred to me that --

9 CHAIRMAN MADDEN: Okay.

10 MR. LUMLEY: -- we're all -- well, it's behind

11 walls and --

12 CHAIRMAN MADDEN: Yeah.

13 MR. LUMLEY: -- we'll know it's there. Not

14 necessarily.

15 MR. BARTON: Well, this -- oh, I didn't see her

16 hand up.

17 CHAIRMAN MADDEN: Cynthia.

18 MS. KRAMER: So I guess my only question, which

19 was sort of briefly addressed anyway, was really with

20 regard to signage, and so I guess also even on windows in

21 the Light District, does that fall within the purview of

22 signage --

23 MR. LANGDON: Yes, ma'am.

24 MS. KRAMER: -- as well? Okay. Did --

25 MR. NEWTON: We did want a small --

37

1 CHAIRMAN MADDEN: Could you guys -- keep --

2 MR. NEWTON: We did want, you know, something

3 complying, a small sign, so that he does have an

4 appointment, they can find it.

5 CHAIRMAN MADDEN: Find it.

6 MR. NEWTON: See his little sign on the

7 street --

8 CHAIRMAN MADDEN: Sure.

9 MR. NEWTON: -- but not -- not, you know --

10 MS. KRAMER: So you're not planning on painting

11 the windows with classic car.

12 MR. NEWTON: There are no windows. This is a
13 complete block. It's got the two doors in, and I think
14 one-man door?

15 MR. KALISH: Two-man.

16 MR. NEWTON: Two-man doors; one on the back, one
17 on the front, and I mean the --

18 MS. KRAMER: Right.

19 CHAIRMAN MADDEN: Okay.

20 MR. NEWTON: We're not going to put any glass.

21 MS. KRAMER: In the future, no windows?

22 MR. NEWTON: Right. And it's -- it's large for
23 our use, 8,000 square feet's --

24 CHAIRMAN MADDEN: Huge.

25 MR. NEWTON: -- big space for his use.

38

1 It's well over double what he has now so.

2 MS. KRAMER: I did have one last question.

3 Just for clarification, so I did see the
4 memorabilia, I'm sorry, and I was a little bit confused by
5 the discussion, did -- is the memorabilia for sale as
6 well?

7 MR. NEWTON: Yes.

8 MR. LANGDON: I can say that's already a
9 permitted use.

10 MS. KRAMER: Just curious.

11 CHAIRMAN MADDEN: Okay. We'll close the

12 hearing, and let Carl enter his exhibits.

13 MR. LUMLEY: Offer these exhibits into the
14 record of the hearing right before we close it up.

15 The documentation in possession of the City
16 Clerk regarding the notice provided to the public of
17 the -- of this hearing; staff report of October 3rd, 2011;
18 the City's Code of Ordinances and Charter; City's
19 Comprehensive Plan and public file regarding the
20 application.

21 CHAIRMAN MADDEN: Is that it? Okay.

22 (The public hearing ended at 7:53 p.m.)

23

24

25

39

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

3

4 I, Deborah K. McLaughlin, Registered Professional
5 Reporter, Missouri Certified Court Reporter, Illinois
6 Certified Shorthand Reporter and Kansas Certified Court
7 Reporter, do hereby certify that I reported the Planning
8 and Zoning public hearing stenographically and later
9 reduced to typewriting; and that this is a true and
10 accurate transcript of the public hearing.

11

12

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

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

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**AN ORDINANCE AMENDING SECTION 210.015 OF THE CODE OF ORDINANCES
REGARDING DOMESTIC VIOLENCE.**

~~WHEREAS~~, as a result of changes to state law (2011 SB 320) the City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update Section 210.015 Code of Ordinances of the City of Creve Coeur, regarding domestic violence; and

~~WHEREAS~~, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

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

SECTION 1. Section 210.015 of the Code of Ordinances is hereby amended to read as follows:

SECTION 210.015: DOMESTIC ASSAULT

A person commits the offense of domestic assault if the act involves a family or household member as defined in Section 455.010, RSMo., and the person either engages in abuse or stalking as defined in Section 455.010 RSMo. or:

- ~~1.~~ ~~1.~~ The person attempts to cause or recklessly causes physical injury to such family or household member;
- ~~2.~~ ~~2.~~ With criminal negligence the person causes physical injury to such family or household member by means of a deadly weapon or dangerous instrument;
3. The person purposely places such family or household member in apprehension of immediate physical injury by any means;
- ~~4.~~ ~~4.~~ The person recklessly engages in conduct which creates a grave risk of death or serious physical injury to such family or household member;
5. The person knowingly causes physical contact with such family or household member knowing the other person will regard the contact as offensive; or
6. The person knowingly attempts to cause or causes the isolation of such family or household member by unreasonably and substantially restricting or limiting such family or household member's access to other persons, telecommunication devices or transportation for the purpose of isolation.

SECTION 2. This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

BILL NO. 5344

ORDINANCE No

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, ~~MRCC~~
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: October 4, 2011
TO: Mark Perkins, City Administrator
FROM: Chief Glenn Eidman
SUBJECT: AN ORDINANCE AMENDING SECTION 210.015

Senate Bill 320 provides for some changes in the statute that should also be incorporated into City Ordinance Section 210.015 which will now provide a Domestic Violence Ordinance. The ordinance will be beneficial to our police department whenever prosecution is necessary in a Domestic Violence situation. The Senate Bill 320 was recently enacted through the Missouri State Legislature.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CITY'S RESIDENTIAL SOLID WASTE COLLECTION SERVICES AGREEMENT.

WHEREAS, after a public bidding process the City 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 entered into a contract pursuant to which Allied Waste has been providing such services to the City and its residents since 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"), as clarified by that certain Settlement Agreement dated July 1, 2007; and

WHEREAS, the Contract allows for extension by the City after an initial term ending June 30, 2012, for a period of an additional five years; and

WHEREAS, the City Council has determined that different terms of extension would be beneficial and Allied Waste has indicated it will agree to such terms of extension;

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

Section 1: The Amendment to Residential Solid Waste Collection Services Agreement between Allied Waste and the City attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Amendment 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 amended Agreement.

Section 2: 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 L. Dielmann, Mayor

Attest:

Deborah Ryan
City Clerk

**AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION
SERVICES AGREEMENT**

AMENDMENT made on the _____ day of _____, 2011, 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 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 entered into a contract pursuant to which Allied Waste has been providing such services to the City and its residents since 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”), as clarified by that certain Settlement Agreement dated July 1, 2007; and

WHEREAS, the Contract allows for extension by the City after an initial term ending June 30, 2012, for a period of an additional five years; and

WHEREAS, the City and Allied Waste have agreed to different terms of extension that are mutually beneficial and the parties desire to confirm such changes in this Amendment;

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. Effective the first day of the first month starting after execution of this Amendment by both parties, Allied Waste will not charge the City any residential unit fees for condominiums (eliminates 500 units), and shall only charge monthly dumpster fees of \$1,741.17 for multifamily properties including but not limited to condominiums.

2. The contract shall be extended as of July 1, 2012 for a three-year period ending June 30, 2015. The City shall have the option to extend the contract for an additional two years, to June 30, 2017, on these same terms and conditions. Should the City elect to exercise this option, it shall give written notice thereof to Allied Waste no later than May 1, 2015.

3. Contract fees shall not be increased pursuant to the cost of living adjustment included in the Contract, but rather shall be subject to an annual increase of 3% with the first such increase to be effective July 1, 2012.

4. Except as expressly modified by this Amendment, the Contract between the parties as previously amended shall remain in full force and effect.

5. The parties and individual signatories hereby warrant and represent they have the authority to enter into this Amendment.

6. This Amendment may be executed in counterparts, to be effective on the date that the last signature herein below required is affixed.

City of Creve Coeur, Missouri

Allied Waste Services

By: _____
Mark Perkins, City Administrator

By: _____

Name: _____

ATTEST:

Title: _____

Deborah Ryan, City Clerk

ATTEST:

By: _____

Name: _____

Title: Secretary



CITY OF CREVE COEUR

September 28, 2011

To: Mayor and City Council

Re: Trash Contract Extension

The city's current contract with Allied Waste expires June 30, 2012. The contract provides the city with an option for an additional five years under the same terms. In August, the city received a proposal from Allied Waste to extend the current contract for an additional three years with amendments to the contract as outlined by Jim Heines in his August 18, 2011 memo. These terms are more favorable to the city than the existing contract, and will result in savings of \$10,000 per month, or \$120,000 annually, upon acceptance of the proposal.

The city has discussed from time to time the prospect of moving the collection point for trash from rear yard to curbside, whereby residents could continue to receive rear yard service for a fee. This matter was extensively discussed in 2010. However, in the fall of 2010, the City Council placed a one-quarter cent sales tax on the ballot which, if approved, would provide funding for city services and also allow the city to defer trash fees for at least three years.

Based upon the assumption that the city intends to continue rear yard service for at least the next few years, we currently have two options: 1) accept the extension proposal from Allied; 2) Seek competitive bids for rear yard service effective July 1, 2012.

A key issue to consider is whether the city is likely to obtain competitive quotes from qualified haulers for rear yard service. The other communities that provide rear yard service as the "baseline" service for all single-family homes are Clayton, Frontenac and Ladue. All of these communities are served by Allied. Ladue is also served by three other smaller haulers. Des Peres offers rear yard service as an option to residents, whereby IESI is the hauler. Approximately 300 (or 10%) households in Des Peres subscribe to rear yard service. IESI does not provide rear yard service to other cities in St. Louis.

In 2007, the city received three proposals for rear yard service: Allied, Viola, and Apsen. Allied has since purchased Viola. Aspen does not have any contracts with cities in St. Louis where rear yard service is provided.

If and when the city makes the decision to move the baseline service from rear yard to curbside, we should certainly obtain competitive bids at that point in time, as there are several haulers that would be capable and interested in providing the service.



However, if the city intends to continue rear yard service for at least the next three years, then I would recommend accepting the Allied extension proposal at this time and begin realizing the savings to be provided under the revised terms.

City staff has discussed the proposed contract extension with the city's Finance Committee, Recycling, Environment and Beautification Committee, and Climate Action Task Force. All three committee support the proposed contract extension.

Sincerely,

Mark Perkins
City Administrator



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

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 were 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: October 10, 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. Des Peres allows residents to opt for rear yard service if the resident pays the difference for the additional cost.

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
Des Peres*	IESI	Included	1 x Wk Curb	\$ 30.61
Frontenac	Allied	+ \$9.00/month	1 x Wk Rear	\$ 21.43
Ladue**	Allied	Included	1 x Wk Rear	\$ 30.25

* Approx. 10% of Des Peres residents opt for rear-yard service. City pays for curbside (\$18.20/mo) and resident pays difference for higher cost of rear yard.

** Allied is Ladue's largest hauler; however, residents may also contract with other smaller haulers for rear-yard service such as Art's Hauling, Compax Disposal, and J&K Hauling.

Curbside Pickup

City	Contractor	Yard Waste	Schedule	2011/12
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	Contract Ends	Yard Waste	Schedule	Bill	2011/12	Notes
Clayton	Allied	NA but rate is current	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	7/1/2012	+ 9.75/month (resident pays)	1 x Wk Rear	City	\$ 20.20	
Des Peres	IESI	2015		1 x Wk Rear		\$ 30.61	Approx. 10% of residents opt for rear-yard service. City pays \$18.20 for curbside for all residents. Residents pay surcharge of \$12.41 for rear-yard service.
Frontenac	Allied	NA but rate is current	+ \$9.00/month	1 x Wk Rear	R to Hauler	\$ 21.43	Recycling and trash both collected in backyard.
Ladue	Allied*	NA but rate is current	Included	1 x Wk Rear	R to Hauler	\$ 30.25	*Allied is the primary collector, but smaller collectors such as Art's Hauling, Compax Disposal, and J&K Hauling are also allowed to contract with residents for backyard trash and recycling service.

Curbside Pickup

City	Contractor	Contract Ends	Yard Waste	Schedule	Bill	2011/12	Notes
Ballwin	Allied	NA but rate is current	Included	1 x Wk Curb	R to Hauler	\$ 19.33	

Chesterfield	Allied	NA but rate is current	+ 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	7/1/2012	Not Included	1 x Wk Curb	City	\$ 14.62	
Des Peres	IESI	NA but rate is current	Included	1 x Wk Curb	City	\$ 18.20	
Ferguson	Allied	5/1/2012	Included	1 x Wk Curb	R to Hauler	\$ 23.42	Recycling optional - cost is \$17.85/month w/o recycling
Florissant	Meridian	3/1/2014	+ \$8.73 Month	1 x Wk Curb	R to Hauler	\$ 14.40	
Kirkwood	City		Not Included	1 x Wk Curb	R to City	\$ 17.06	29.86/month for rear yard
Maplewood	Allied	12/31/2014	Not Included	1 x Wk Curb	City	\$ 14.35	Recycling optional - cost is \$10.80/month w/o recycling
Maryland Heights	Allied	12/31/2016	Included	1 x Wk Curb	City	\$ 18.81	
O'Fallon MO	City	n/a	+\$7.50 Month		R to City	\$ 11.48	
Olivette	Allied	2/28/2014	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.

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
Des Peres*	IESI	Included	1 x Wk Curb	\$ 30.61
Frontenac	Allied	+ \$9.00/month	1 x Wk Rear	\$ 21.43
Ladue**	Allied	Included	1 x Wk Rear	\$ 30.25

* Approx. 10% of Des Peres residents opt for rear-yard service. City pays for curbside (\$18.20/mo) and resident pays difference for higher cost of rear yard.

** Allied is Ladue's largest hauler; however, residents may also contract with other smaller haulers for rear-yard service such as Art's Hauling, Compax Disposal, and J&K Hauling.

Curbside Pickup

City	Contractor	Yard Waste	Schedule	2011/12
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.



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 3rd 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 2nd, 3rd, 4th, and 5th 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 (8th) 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 (8th) 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 TSDf/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)

TSDf/Subcontractor/Recycling Firm Name: _____

Mailing Address: _____

Facility Site Address: _____

TSDf/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 _____

	TONS	MTD	YTD
SOLID WASTE			
RECYCLE			
YARD WASTE			

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

BID PROPOSAL FORMBID 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 (Rear Yard Pick Up)	\$ _____	\$ _____
	b. Option: 2X Rear Yard Pick Up 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 (Curbside Pick Up)	\$ _____	\$ _____
	b. Option: Rear Yard Upgrade Resident may pay Contractor Directly for once a week rear yard pickup.	\$ _____	\$ _____
	c. Option: 2X Curb Pick Up 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. (see description on page S-5)	\$ _____	\$ _____
b. Curbside Pickup of Recyclable Materials once a week in a Contractor-provided plastic toter. (see description on page S-5)	\$ _____	\$ _____
c. Cost of providing 1 ½ mil thick clear plastic bags printed with the City logo. Price to include delivery to each residence.		
Total Cost 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 Resident schedules pickup with Contractor and pays Contractor directly for this service.	\$ 25.00 (Per Item)
2. Bulky Goods – Furniture/Large Items Resident schedules pickup with Contractor and pays Contractor directly for this service.	\$ 25.00 (Per Pick Up)
3. Yard Waste	
a. Tag Cost for Yard Waste Pickup	\$ _____
b. Cost of pre-paid Biodegradable Yard Waste Bag for Pickup	\$ _____
c. Cost to resident for yearly rental of a 95 Gallon plastic toter* with wheels and cover. (216 homeowners use 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)

			<u>Monthly Cost</u>	<u>Annual Cost</u>
	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	\$ _____	\$ _____
Optional: Additional Pick-up Per Week	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 2nd, 3rd, 4th, and 5th 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: _____

DRAFT



**City of Creve Coeur
Finance Committee
Meeting Minutes**

**Mayors Conference Room
September 26, 2011
5:00 p.m.**

Present: Stan Edelstein, Chairman Howard Shalowitz
Esther Kopan Larry Potashnick
Thomas Grote A.J. Wang, Council Liaison
Brian Finnegan

Also in Attendance: Daniel Smith, Director of Finance
Mark Perkins, City Administrator

Call to Order

Chairman Edelstein called the meeting to order at 5:08 p.m.

Approval of Minutes

Brian Finnegan made a motion to approve the August 30, 2011 Finance Committee meeting minutes. Esther Kopan seconded the motion, with all present voting aye. Dan spoke with Carl Lumley the City Attorney and stated that there must be a quorum for the meeting and that the majority of the member's present votes to approve the minutes then the minutes are approved.

Proposed Allied Waste Contract Extension

Mark Perkins discussed the Allied Waste contract extension. The City has had a series of five-year contracts. The City typically bids it out on five-year increments and have had opportunities to build in extensions to the bid process. The current contract has an extension where the City can accept the extension of an additional five-year period under the terms laid out in the contract. Creve Coeur is one of a few Cities that still offer rear yard service, which leaves a limited number of haulers that still offer this service. In 2007, the City went out for bid. The three companies that bid were Allied Waste, Veola bought out by Allied Waste, and Aspen. About a year ago, the City's residents passed a .25% sales tax to defer the trash fees to the residents for at least three years. The City has the opportunity now to extend the current Allied Waste contract for a three-year period or go out for bid. Allied changed their billing of multifamily units from per unit fee plus dumpster fee to only dumpster fee with the contract extension. This change would allow the City of see a savings of \$10,000 a month or \$120,000 annually over the current contract price today.

Mr. Perkins would like to recommend to the City Council to extend the current contract three years with the amendment to the multifamily billing going from per unit plus dumpster fee to only a dumpster fee. Then at the end of the three years, the City would have the option of going out for bid and considering curbside pickup with an option for rear yard service at a cost to the resident. Mr. Perkins feels if the City goes out for bid now the contract would need to be for five years. If the City ended up going with a new hauler it would take the new hauler up a considerable amount of time to learn the nuances of rear yard service and the expectations of the City and residents. Tom Grote inquired about the current cap being offered in the contract extension. Mr. Perkins stated Allied Waste is offering a 3% increase automatically with the amended multifamily dumpster fee.

Tom Grote asked if Allied Waste would extend the contract to five years instead of the three and the reason why the City would not want to extend the contract five years. Mr. Perkins responded that the City is not happy with the Allied Waste proposal for optional rear yard service. If the City goes to curb side, the City will definitely go out for bid.

Brian Finnegan asked if the trash service center treats all recycling as a profit center. Mr. Perkins responded that recycling is not a profit center.

Larry Potashnick suggested making the contract for five years with the City having a right to cancel at the end of three years. This would give the City the ability to opt out of the contract should they decide to go a different direction or could be locked in another two years. Mr. Perkins replied he would have to check the current contract wording but believed the proposed contract is for an additional for three years with the option of continuing for the another two under the same terms.

Tom Grote made a motion for the City to go forward with the Allied Waste contract for the additional three years with the two-year option under the same terms. Howard Shalowitz seconded the motion with six present voting aye and one nay. The motion is approved.

Citizen Survey

Mr. Perkins discussed with the committee the citizen survey. The City conducted a triennial citizen survey in 2005 and 2008 for two purposes. First, to get feedback about the how the City is doing with regard to its daily operating services and second on what issues should the City be looking at or considering for the future. One issue is always trash. Questions are asked about the satisfaction of the service, where they place their trash and about curbside versus back door service. Mr. Perkins stated that in the past survey the City has asked about if the City went to curb side service would the resident be willing to pay a fee. Mr. Perkins stated they left out the curbside trash service and fee issue this year. With the Residents, passing the .25% sales tax last year the City did not want to include that topic in this survey.

Another topic to be included in this year's survey is the golf course. The question would be whether the City should continue to subsidize the Golf course in the future. If not, what alternatives would you suggest. Esther Kopan stated the question about the golf course should be an open-ended question. That the way it is stated is putting a negative connotation on the golf course. Further discussion was held of the golf course pertaining to the survey.

Esther Kopan asked who develops the questions. Mr. Perkins stated the City would be hiring a consultant. Several proposals have been received. The leading proposal is Ken Warren through St. Louis University. Mr. Warren has done this for other Cities and organizations. Mr. Perkins stated that the survey would be conducted by phone. Howard Shalowitz brought up the use of using the survey monkey. Mr. Perkins stated that the City is currently using the survey monkey for the other issues the City is facing.

One other topic which may be included in the survey is about an indoor recreation facility. This question has been on the survey in past years. The question would state that Missouri Communities are allowed to pass up to a .50% sales tax used for parks and recreation facilities knowing this how likely would you be to vote in favor of a new .50% sales tax to construct such a facility if it had the features you most preferred. Tom Grote stated that he would leave this question off the survey this year.

Amendments to Investment Policy

1. Municipal/State Bonds as authorized investments

Currently the City's investment policy allows investments in treasuries, agencies, CD's, Commercial paper, Bankers acceptance and local government investment pool. Dan Smith would like to add to the City's investment portfolio is other (State and Municipal) government bonds. There will be a minimum requirement of double A rated. Mr. Smith stated that currently the City would be able potentially get around 20 basis points better on government, state or municipal bonds. The investment policy requires investments to mature within a five-year period. Mr. Smith is not requesting to change the requirement but would like to limit the investments to 25% of the portfolio. The funds that will be invested are from the City's operating fund. The City Council ultimately approves the investment policy.

Stan Edelstein requested information sent to the members to read over. Once Dan Smith has the recommendation policy prepared, he will send out to the members. Brian Finnegan made a motion to move forward to recommend the proposed change to the City Council and Stan Edelstein second the motion will six present voting aye and one nay.

Election of Chairman and Vice Chairman

Election of Chairman and Vice Chairman was tabled to next meeting due to time constraints.

Adjournment

There being no further business, a motion to adjourn was made by Esther Kopan and seconded by Tom Grote with all present voting aye. The meeting adjourned at 6:09 p.m.

Respectfully Submitted,

Tracy Brothers
Payroll 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

September 20, 2011

Honorable Mayor and City Council
300 N New Ballas Rd
Creve Coeur, MO 63141

Re. Allied Waste Contract Extension

Dear Mayor and Members of the City Council:

On September 7, 2011, the Recycling, Environment and Beautification (REB) Committee met and discussed the proposed 3-year contract extension with Allied Waste. The REB Committee voted 8-0 in support of the City Council approving the contract extension.

Sincerely,

Francine Cantor
Chair, REB Committee

Enclosed: REB Meeting Summary September 7, 2011



Recycling, Environment & Beautification Committee Meeting Summary

Meeting Date: Wednesday, September 7, 2011
Time: 4:30 p.m.
Location: Creve Coeur Government Center
Date Prepared: September 8, 2011
Prepared By: Sharon Stott, Public Information Officer & Management Analyst

Committee Members in attendance: Fran Cantor (Chair), Sue Baseley, Elizabeth Callahan, Claire Chosid, Tracy Grass, Richard Koch (Co-Chair), Joan McNulty, Judy Pass

Committee Members absent: Victoria Barmak

Also in attendance: Charlotte D'Alfonso, council liaison

Staff members: Mark Perkins, City Administrator; Jim Heines, Director of Public Works; Jaysen Christensen, Assistant to the City Administrator; Sharon Stott, Public Information Officer & Management Analyst

The meeting was called to order at 4:26 p.m.

Action Items

Who	What	By When
Sharon Stott	Check with Jim Heines re availability of Doug Seely to present to elementary schools if asked	Immediately
Sharon Stott	Check availability of Tappmeyer House for Oct. meeting	Immediately
Sharon Stott	Add Our Lady of the Pillar to the list of schools and send Arbor Day Essay letter and flyer	Immediately
Fran Cantor	Contact Victoria Barmak to serve on Mission statement sub-committee and to chair Signage sub-committee	Immediately

Actions:

- Richard Koch motioned to approve the August 3, 2011 REB Meeting Summary. Elizabeth Callahan seconded the motion. Motion passed with 7 ayes, 0 nays and 1 abstention (Judy Pass).
- Claire Chosid motioned to recommend the City move ahead with the proposed extension to the trash and recycling contract pursuant to the terms in the August 8, 2011 letter from Allied Waste. Sue Baseley seconded the motion. Motion passed unanimously.
- Richard Koch moved to appoint Claire Chosid as Alternate Co-Chair for 2011-2012. Joan McNulty seconded the motion. The motion passed unanimously.
- Judy Pass motioned to have REB recommend to the City Council the adoption of City Ordinance allowing backyard chickens. Claire Chosid seconded the motion. Motion passed with 7 ayes, 0 nays and 1 abstention (Richard Koch).

Discussion Summary:

Allied Contract Extension

Mark Perkins discussed the reasoning behind the City's interest in extending the contract with Allied for trash and recycling services. He wanted feedback from the REB Committee because of the committee's experience with the issue. He noted benefits to the City and residents to accept extension including: 1) reduced fee for condominiums saving the City approximately \$125,000 per year; 2) despite the 3 percent increase/per year

included in the 3-year extension, overall cost is still less than what the City is currently paying; 3) reduces risk of paying more if the City were to rebid trash and recycling services.

Review of REB Mission Draft

Committee reviewed revised draft of mission with Mark Perkins' suggested changes. Committee made minor changes and decided to form a subcommittee to finalize wording for Committee approval. Mission Subcommittee members included: Sue Baseley, Judy Pass, Tracy Grass, and Fran Cantor. Fran Cantor will ask Victoria Barmak if she wants to participate. Sharon Stott will update the few changes made to the mission during meeting and send to Mission Subcommittee. The date of the Mission Subcommittee meeting was set for Wednesday, September 21, 4:30-5:30 p.m. in Meeting Room 1, Creve Coeur Government Center.

Arbor Day/Spring Seminary Signage

Charlotte D'Alfonso discussed Council's approval on August 22 to move forward with purchasing four signs. She said Jim Heines would be the staff person to work with graphics company for signage. Charlotte said the graphics company would supply three mock-ups for Committee to select from. She recommended keeping track of attendance at future events to see if signage has improved attendance. A Signage Subcommittee was formed to work on the wording. Sign Subcommittee members include: Fran Cantor, Judy Pass and Claire Chosid. Fran Cantor will ask Victoria Barmak if she will chair the Signage Subcommittee. Fran will work on setting a date for the meeting.

Nominate Alternate Co-Chair

Richard Koch discussed his interest in having someone with more experience in horticulture serve as Alternate Co-Chair for the REB committee. He checked with Fran Cantor and she verified with City staff that it is acceptable to have an Alternate Co-Chair. Richard and Fran were both thinking of Claire Chosid. Fran secured Claire's approval to be nominated. Richard moved that Claire be nominated as Alternate Co-Chair. The motion was seconded and passed unanimously.

Arbor Day Essay Contest

Tracy Grass updated the Committee on activities. Letters to school principals went out along with updated flyers to teachers. She followed letters with phone calls to principals, and no one had any further questions. She will touch base again in January to find out how many schools plan on participating. Discussion was had as to whether Our Lady of Pillar is in Creve Coeur; Sharon Stott to investigate and let REB know.

Discussion included whether City arborist would be available to conduct 1-3 presentations for approximately 15-20 minutes each at Creve Coeur elementary schools if they express an interest in having this educational opportunity provided to their students. Sharon Stott to check with Jim Heines to see if this would be a possibility.

Chicken Ordinance Consideration

Sue Baseley discussed how the City is considering allowing backyard chickens in Creve Coeur. Survey is online for residents to provide feedback. Sue encouraged Committee to inform residents about the survey. Sue discussed some benefits of keeping chickens including: yard and kitchen waste can be used to feed chickens; chicken waste is high in nitrogen and can be used to improve soil; use of chicken waste to improve soil can reduce the use of petroleum based nitrogen in the environment; chickens eat bugs such as ticks, slugs and grubs which many people use pesticides to treat; minimal space is needed to keep chickens (approximately 4 sq. ft./per chicken); knowledge of the food the chickens eat to produce the eggs eaten. Committee discussed supporting the ordinance and voted.

Future Meeting Agendas and Committee Education

Committee discussed holding the October REB Committee at the Tappmeyer House in order to see the gardens and be familiar with the work conducted by REB. Sharon Stott to find out from Fran Thies if the Tappmeyer House is available on October 5.

Adjourn:

The meeting adjourned at 5:55 p.m.

SETTLEMENT AGREEMENT

AGREEMENT made on the 1st 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.

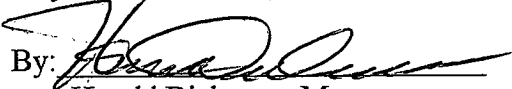
7. This Settlement Agreement shall be binding upon and inure to the benefit of the parties, their parent, subsidiary, and related corporations, officers, directors, managers, members, shareholders, agents, attorneys, employees, predecessor, successors, heirs, devisees, and assigns, including all persons 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: 

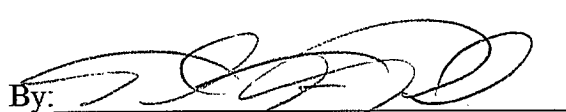
Harold Dielmann, Mayor

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 1st 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 2nd, 3rd, 4th, and 5th 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, recyclables, 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.

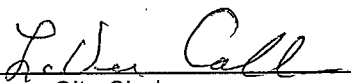
IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By 

Name: 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



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 3rd 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 2nd, 3rd, 4th, and 5th 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 (8th) 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 (8th) 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 TSDf/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)

TSDf/Subcontractor/Recycling Firm Name: _____

Mailing Address: _____

Facility Site Address: _____

TSDf/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 _____

	TONS	MTD	YTD
SOLID WASTE			
RECYCLE			
YARD WASTE			

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

BID PROPOSAL FORMBID 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 (Rear Yard Pick Up)	\$ _____	\$ _____
b.	Option: 2X Rear Yard Pick Up 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 (Curbside Pick Up)	\$ _____	\$ _____
b.	Option: Rear Yard Upgrade Resident may pay Contractor Directly for once a week rear yard pickup.	\$ _____	\$ _____
c.	Option: 2X Curb Pick Up 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. (see description on page S-5)	\$ _____	\$ _____
b. Curbside Pickup of Recyclable Materials once a week in a Contractor-provided plastic toter. (see description on page S-5)	\$ _____	\$ _____
c. Cost of providing 1 ½ mil thick clear plastic bags printed with the City logo. Price to include delivery to each residence.		
Total Cost 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 Resident schedules pickup with Contractor and pays Contractor directly for this service.	\$ 25.00 (Per Item)
2. Bulky Goods – Furniture/Large Items Resident schedules pickup with Contractor and pays Contractor directly for this service.	\$ 25.00 (Per Pick Up)
3. Yard Waste	
a. Tag Cost for Yard Waste Pickup	\$ _____
b. Cost of pre-paid Biodegradable Yard Waste Bag for Pickup	\$ _____
c. Cost to resident for yearly rental of a 95 Gallon plastic toter* with wheels and cover. (216 homeowners use 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)

			<u>Monthly Cost</u>	<u>Annual Cost</u>
	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	\$ _____	\$ _____
Optional: Additional Pick-up Per Week	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 2nd, 3rd, 4th, and 5th 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: _____