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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, October 24, 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 ORDINANCE READINGS

a. Bill No. 5344 - An Ordinance Amending Section 210.015 Of The Code Of Ordinances Regarding Domestic Violence. Final 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.

2. CONSENT AGENDA

a. Council minutes dated October 10, 2011

b. Resolution No. 983 - Approval Of Distribution Of Domestic Violence Funds For The Year 2012

Summary: The Municipal Court assesses a \$2 fee to all defendants who plead guilty to criminal ordinance violations and moving traffic violations. The fees support shelters for battered persons. It is proposed to distribute the funds equally among the six shelters that have applied for funding in 2012.

c. Bill No. 5344 - An Ordinance Amending Section 210.015 Of The Code Of Ordinances Regarding Domestic Violence. Final Passage

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



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ordinance. This ordinance will provide for a Domestic Violence Ordinance for the City.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated October 19, 2011 in the amount of \$508,154.26 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 3. 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. Final Reading and Passage**

Summary: 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. 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.

- 4. Bill No. 5345 - An Ordinance Authorizing The Execution Of An Amendment To The City's Residential Solid Waste Collection Services Agreement. Final Reading and Passage**

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.

NEW BUSINESS

- 5. Bill No. 5346 - An Ordinance Amending The Official Zoning Map Of The City Of Creve Coeur To Rezone Land From "C" Single-Family Residential District To "GC" General Commercial, Authorizing The Installation Of One (1) Fire Hydrant, And Approving The Site Development Plan For The Property Addressed As 11122 Olive Boulevard. First Reading**

Summary: An application was made by Andrew Brown, of Brownstone Properties, LLC to rezone 11122 Olive Boulevard (formerly the Rose Hill Masonic Temple)



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from “C” Single Family Residential District to “GC” General Commercial District, for the use as a Goddard School for Early Childhood Development. On October 17, 2011 the Planning and Zoning Commission recommended approval.

- 6. Bill No. 5347 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 3rd Day Of April, 2012, For The Election Of One Mayor From The City At Large For A Full Three-Year Term, One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. First Reading**

Summary: This Ordinance provides for the holding of a General Election in the City of Creve Coeur on the 3rd April, 2012, for the Election of the Mayor and Council Members from Ward I, II, III, and IV and sets the filing dates beginning at 8 a.m. on Tuesday, December 13, 2011 through Tuesday, January 17, 2012 at 5 p.m.

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 7. Competitive Bids for Trash Service**

Summary: Requested by Council Member Rhoades

BUSINESS FROM CITY ADMINISTRATOR

- 8. 2011 Triennial Citizen Survey Review**

Summary: Dr. Kenneth Warren, president of The Warren Poll, has met with City staff and prepared a final draft of the citizen survey instrument for consideration. The Warren Poll is tentatively scheduled to conduct more than 400 phone surveys during the last week of October.

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 10/20/2011

Deborah Ryan, MRCC
City Clerk

**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. The person attempts to cause or recklessly causes physical injury to such family or household member;
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. 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.

TARA NEALEY

BILL NO. 5344

ORDINANCE No _____

PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN
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.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, October 10, 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, October 10, 2011.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

INVOCATION

Mayor Dielmann said the invocation and requested a moment of silence in memory of Brandon Hsueh.

ROLL CALL

The following members were in attendance:

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

* - Absent: Council Member Rhoades

COMMENTS FROM THE GENERAL PUBLIC

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

Mel Klearman resident of 739 Bergerac Drive read and submitted a statement for the record regarding the golf course. (Exhibit A)

Laura Bryant resident of 12738 Hezel Lane asked what the Council's plans were for the surplus of the budget and what it means.

Mark Perkins stated each year during the budget process staff and Council look at any surplus from a long term point of view. Staff tries to anticipate for capital improvement funding and evaluate for other needs of the city. The city has struggled for a couple of years with declining revenue and will be able to address the surplus in the next few months. The debt of \$5 million for Millennium Park has hampered capital improvements.

Laura Bryant asked what is going to happen to the surplus.

Mark Perkins stated staff is planning to review and address some of the capital improvement projects that have been on the books for several years.



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ACCEPTANCE OF AGENDA

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

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

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

ANNOUNCEMENTS

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

1. CONSENT AGENDA

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

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.

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

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

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



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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**

City Clerk read Ordinance No. 5224 by title for reconsideration.

Council Member Nealey moved, seconded by Council Member Hoffman to reconsider Ordinance No. 5224, with the vote upon such motion being as follows, to-wit:

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

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

Carl Lumley stated the purpose of the reconsideration is to clarify that the fee reduction is intended to be for the entire tax year, by changing “effective October 1, 2011” to “effective with the 2011 Real Property Tax Year”.

Council Member Kistner moved, seconded by Council Member Hoffman to so amend Ordinance No. 5224, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Kistner moved, seconded by Council Member Kreuter to approve Ordinance No. 5224 as amended, with the vote upon such motion being as follows, to-wit:



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

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

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

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

Council Member Kreuter moved, seconded by Council Member Kistner to approve Bill No. 5340.

Mark Perkins stated staff has received some comments and questions over the past week and would like to review with Council the answers.

Tom Evans resident of 119 Royal Gate stated he is in support of the Council approving both ordinances on tonight's agenda regarding deer.

Jaysen Christensen, Assistant to the City Administrator, stated some of the most commonly asked questions and answers were:

- **Q:** Is there hunting training required? **A:** MDC safety courses are required
- **Q:** Can residents still feed the birds? **A:** Yes, residents can still keep out their bird feeders
- **Q:** How will neighbors be notified if there is a hunt? **A:** All contiguous neighbors will be notified in writing before a permit is issued and the City has received back verification from USPS.
- **Q:** Will all areas be able to allow hunting. **A:** Hunters have turned down hunting on properties if they don't feel it is safe enough to hold a hunt in that area.
- **Q:** How large of an area will be required for a hunt. **A:** The City will be requiring at least an acre of property. The full acre doesn't have to be owned by one person but the adjoining property owners have to agree to allow the hunt.

Council Member Nealey asked for Jaysen Christensen to confirm that the MDC safety training is the same training as other cities require.

Jaysen Christensen stated yes it is the same training and the City would allow MDC approved training courses.



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Council Member D'Alfonso stated she has received some requests asking that we hold off on the no feed ordinance as deer have become accustomed to residents feeding them and they will have to relearn how to find food.

Council Member Nealey stated from her understanding is that deer will figure out a way to find food.

Jaysen Christensen stated MDC has reviewed both ordinances and didn't have concerns with either.

Council Member Hoffman asked how much liability insurance is required.

Jaysen Christensen stated the requirement is two million per occurrence.

Pattie Stolze resident of 446 Twin Crook Road stated she felt a survey should be done similar to the chicken/pig survey because people don't know about these ordinances. Ms. Stolze stated she feels the whole neighborhood should be notified when a hunt takes place.

Robert Haddenhorst resident of 421 Hickory Glen encouraged the Council to pass both ordinances as written.

Carol Costigan resident of 417 Twin Creek Road asked if the Council has considered the sterilization method. Ms. Costigan stated she knows it is expensive but it will be the best solution to the problem. There was an article in the September 21, 2011 edition of West News Magazine written by a Council Member from Town and Country talking about how sterilization was the best solution to their problem. Ms. Costigan asked why are does always the target for killing and asked why bucks aren't taken down. Mr. Costigan stated she does not like the idea of a child witnessing a killing.

Council Member Nealey stated since she first got into this whole deer issue she has spent many hours with professionals and other municipalities. Sterilization is very expensive and is not the most effective approach to the deer issue. There have been numerous comments from citizens that feel scared by the deer as they have become more aggressive towards humans and domestic animals.

Lou Salamone of Suburban Bowhunters commended the City for working so quickly on this issue and is available to answer any questions of the citizens and Council.

Council Member Saunders asked what is involved in a bow certification class.

Lou Salamone stated it is a MDC class which teaches placement of stand, safety, trajectory and other regulations.

Council Member Nealey stated surveys are good tools but this issue is only being felt by a very small group of residents in the city. If an adjoining neighbor is against a hunt then they just have to say no and a hunt will not happen in their area.

Council Member D'Alfonso asked if neighborhood trustees could be informed when a permit is issued for a hunt in their area.



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Mark Perkins stated yes that is possible for the trustees to be notified.

Mayor Dielmann called the question for the approval of Bill No. 5340, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5340 becomes Ordinance No. 5225.

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

City Clerk read Bill No. 5341 for the final time.

Council Member Kistner moved, seconded by Council Member Wang to approve Bill No. 5341.

Council Member Kistner thanked Council Member Nealey for taking on this issue as it is a no-win situation. There are very passionate proponents on each side of the issue. Council Member Kistner stated she will be voting against this as she feels that this does not belong in a suburban setting although all the good this can do but is afraid of what could happen.

Council Member D'Alfonso also thanked Council Member Nealey and city staff for all of the information that has been made available at the deer forum. It was a great job of getting the information out to residents.

Council Member Nealey stated staff has worked very hard on this issue and Erin Shank from MDC has been very informative. By passing these ordinances there is nothing to preclude that we can't come back and amend or repeal these if they are not working for the City.

Mayor Dielmann called the question for the approval of Bill No. 5341, with the vote upon such motion being as follows, to-wit:

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



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Council Member D'Alfonso – Aye
Council Member Wang – Nay
Council Member Kreuter – Aye

The vote on the motion being 5 ayes and 2 nays, motion carried. Bill No. 5341 becomes Ordinance No. 5226.

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

City Clerk read Bill No. 5343 for the first time.

Paul Langdon made a presentation regarding this application.

Council Member Kistner asked if the condition of all service has to be inside the building include keeping the doors closed.

Paul Langdon stated yes, one of the conditions is that the bay doors must be kept closed during service activity.

Council Member Kistner stated it would be easy to forget about the condition and asked who would be monitoring that?

Paul Langdon stated violations are always a possibility on a Conditional Use Permit. We rely on the neighbors to contact the City if there are any issues.

Peter Newton, applicant, stated he is available to answer any questions of the Council.

David Caldwell resident of 257 Brooktrail Court and property owner in LI District, stated he has concerns with Section 12C and 12D of the proposed ordinance regarding service bays. It seems as if the language is a solution without a problem and sets up a double standard. Mr. Caldwell stated he is in support of the text amendment and recommends the Council consider removal of Sections 12C and 12D.

Paul Langdon stated the Sections as mention by Mr. Caldwell are dealing with the rules going forward. If the City expands to the North then the text amendment would be impacted.

Mel Klearman resident of 739 Bergerac Drive asked if this is a revenue generating business and use for the City.



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Mark Perkins stated there is an application fee to cover the cost of the application. The location of the business is in a “B” pool area so any ancillary sales tax is going to go into the pool and with regard to auto sales, three quarters of the sales tax goes where the individual resides and the remaining quarter goes to the City of Creve Coeur.

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

City Clerk read Bill No. 5344 for the first time.

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

Council member Nealey recused herself due to a conflict of interest and referred to statement on file with the City Clerk.

City Clerk read Bill No. 5345 for the first time.

Mark Perkins stated 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. 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, where 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 Aspen. Allied has since purchased Viola. Aspen does not have any contracts with cities in St. Louis where rear yard service is provided. However, if the city intends to continue rear yard service for at least the next three years, then he 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 committees support the proposed contract extension.

Council Member Hoffman stated he has an uneasy feeling if we don't go out to bid with the tax that was passed.



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Tony Lamanta of Allied Waste stated rear yard pick up is manual labor and increased insurance. Unlike other solid waste companies Allied already has the man power in place and the equipment to handle the job. Other companies will have to add labor and equipment.

David Poger of IESI stated he would like to respectfully disagree and there are other companies that do rear yard pickup. Only way for the City to get the best price is to go out for bid.

Council Member Kistner asked if Des Peres is an add-on cost for rear yard.

Mark Perkins stated curb side in Des Peres is \$18.20 and rear yard is an up-charge of \$12.41 per month paid by the resident.

Council Member D'Alfonso stated she feels obligated to continue offering the same service because that was the understanding of the passage of the sales tax by the residents.

Mark Perkins stated an ordinance was approved by Council establishing a fee for the trash service and did not promise any services.

Council Member Hoffman stated it wasn't promised but from the tax campaign informational fliers it was implied.

Council Member D'Alfonso asked how long would we rebid for.

Mark Perkins stated Council and staff would have to decide on what the terms would be. A five-year term would have better prices than a three year term.

David Poger of IESI stated his company is prepared to offer the same services the City is getting now and at a reduced rate.

Lynn Berry resident of 626 Graeser Road stated with improprieties of the donation of the printing of the tax election informational fliers she suggested it would be in the city's best interest to rebid. Lynn Berry read and presented a statement for the record. (Exhibit B)

Laura Bryant resident of 12738 Hezel Lane asked if the terms being offered with the current contract would be withdrawn if the city goes out to bid.

Mark Perkins stated he has not has that conversation with Allied and would not know that unless we went out to bid.

Council Member D'Alfonso asked how long does a bid process take.

Mark Perkins stated staff would need to advertise, have a bid opening sometime in March and have the new company ready to go sixty days prior to July 1.

Council Member D'Alfonso asked if we vote and pass the extension would the savings begin now.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, October 10, 2011
7:00 PM

Mark Perkins stated yes.

BUSINESS FROM THE MAYOR and CITY COUNCIL

None

BUSINESS FROM CITY ADMINISTRATOR

8. Transportation Development District Updates

Olive Blvd TDD

Mark Perkins stated staff met today with Ameren regarding the undergrounding of the power lines between Bristol and 270 and expect in 30 to 45 days to have a solid figure and cost estimate from them. At that point the TDD would need to enter an agreement with Ameren to move forward with the project.

Graeser/Olive TDD

Mark Perkins stated RFP's have been released for the financing of the TDD and are due back October 19, 2011. Once those are received they will be reviewed by the Board, Financial Consultant and then shared with the Council.

Council Member Hoffman moved, seconded by Council Members Wang to adjourn at 8:48 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner - Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kreuter - Aye

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

Deborah Ryan
City Clerk

Harold Dielmann
Mayor

RESOLUTION NO. 983

APPROVAL OF DISTRIBUTION OF DOMESTIC VIOLENCE FUNDS FOR THE YEAR 2012

WHEREAS, Ordinance 2044, passed in January, 2000, authorizes the Municipal Court to assess a fee of \$2 to each defendant who pleads guilty or is found guilty, on all criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered persons, and

WHEREAS, the city issued a press release and mailed a copy to past recipients of funds soliciting applications for funding for the year 2012, and

WHEREAS, the city received applications from six (6) agencies as follows: ALIVE, Inc.; Lydia's House; The St. Louis Crisis Nursery; The Salvation Army; Shalom House; and The Sonlight Family Center.

WHEREAS, it is the recommendation of the City Administrator, that the allocation of funds for the year 2012 be equally distributed to the six (6) applicants.

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

1. Domestic violence funds shall be distributed equally to the six (6) agencies applying for funding.
2. This Resolution shall take effect from and after its adoption and execution.

Adopted this 24th day of October, 2010.

Harold Dielmann, Mayor

ATTEST:

Deborah Ryan, MPCC, City Clerk



Memo

To: Mayor and City Council
From: Mark Perkins, City Administrator
Date: October 24, 2011
Re: Domestic Violence Shelter Court Fund Applications for 2012

According to Ordinance 2044, passed in January, 2000, the Municipal Court is authorized to assess a fee of \$2 to each defendant who pleads guilty or is found guilty, on all criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered persons.

Each September the City accepts applications for the domestic violence shelter court fund allocation for the next year. A press release was distributed August 31, 2011 to local media announcing the program and to the current and past recipients advising of the program. In accordance with RSMo Section 479.261, the City must determine funding allocations and the shelters shall be notified by November 15.

Applications were received from six (6) area providers of shelter services for consideration of funding from the Domestic Violence Shelter Court fund. All of these organizations have been funded by the City in the past. The City funded each applying organization equally in 2011, consistent with past funding allocation decisions.

Each of the agencies has provided evidence of non-profit corporate status, a listing of the directors and trustees, a budget for 2012, a summary of services and an estimate of the individuals served. Organizations receiving prior funding are also required to submit the most recently completed audit.

ALIVE, Inc.

- Provides an emergency shelter program called "Nights of Safety."
- The organization estimates serving 1,787 adults and children in the St. Louis area including 14 residents from the City of Creve Coeur.
- Estimated revenue of \$263,790 and expenses of \$234,446

Lydia's House

- Provides transitional housing and support services for abused women and their children in a confidential location for a maximum of two years, providing a comprehensive family support services program.
- They have served Creve Coeur residents in the past, however, cannot estimate the number that will be served in 2012.
- Estimated revenues of \$1,118,550 and expenses of \$1,140,029

The St. Louis Crisis Nursery

- Primary purpose is to protect children and support families by providing emergency respite care, food, clothing, and other resources in times of crisis related to domestic violence, homelessness, etc.
- Four locations in the St. Louis/St. Charles area. They do not report statistics for the number of families served from Creve Coeur.
- Estimated revenues of \$3,329,110 and expenditures of \$3,311,481

The Salvation Army – Family Haven

- The organization provides emergency shelter and supportive services to single women, women with children, and homeless families.
- Estimates total individuals served in past year to be 344 including 10 from Creve Coeur.
- Estimated revenues of \$1,032,348 and expenditures of \$1,415,426

Shalom House

- The organization provides shelter for and empowers homeless women, approximately 50% of whom are also victims of domestic violence. The organization also provides advocacy, counseling, legal assistance, transitional housing, transportation services, etc. for homeless women.
- Estimates total individuals served in past year to be 230 but cannot confirm how many were from Creve Coeur.
- Estimated revenues of \$1,050,762 and expenditures of \$1,027,805

The Sonlight Family Center

- The center presents classes in parenting skills, anger management for both adults and children, redirecting children's behavior, monthly parent support groups and homework assistance. They provide home child care for sick children so single parents may work and not lose income.
- Estimates total individuals to be served in 2012 at 200 individuals primarily from the Ritenour School District.
- Estimated revenues of \$36,000 and expenditures \$36,000

A Resolution is attached to allocate the funds for 2012. A suggested allocation for 2012 is equal distribution to the six applicants. Funds will be distributed in the first and third quarters of 2012.

Distributions from the fund to date:

1996	\$	5,278
1997	\$	3,991
1998	\$	4,735
1999	\$	4,993
2000*	\$	6,223
2001	\$	9,576
2002	\$	13,083
2003	\$	15,718
2004	\$	16,881
2005	\$	17,916
2006	\$	14,446
2007	\$	18,267
2008	\$	18,264
2009	\$	18,276
2010	\$	18,068
2011	\$	18,275

*January 2000, the City Council authorized an increase in the fee from \$1.00 to \$2.00, Per Ordinance 2044.

c: Dan Smith, Finance Director



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

DATE: October 20, 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 19, 2011 in the amount of \$508,154.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00188	190		101111	11-Oct-11	BOZARTH, BARRY	SEWER LATERAL REPAIR REIMB	02-00-00-1901	4,048.00
00066	1		197719	03-Oct-11	FROESEL OIL	UNLEADED GASOLINE	01-00-00-1651	23,544.34
00188	191		101411	14-Oct-11	HOLLINRAKE, DAVID	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,040.00
01560	0		100511	05-Oct-11	MALIA COLOR & DESIGN STUDIO	O/P OF 2011 BUSINESS LICENSE	01-00-00-4402	60.00
00282	0		47670	08-Oct-11	PARKER, CHARLES H.	REIMB PARKING AT STOP THE HEROIN RALLY	01-00-00-2411	6.00
01342	0		31520	05-Oct-11	ST LOUIS COUNTY DEPARTMENT OF JUSTICE SERVICE	HOUSING FOR INMATES	01-00-00-2410	570.00
00939	0		100611	06-Oct-11	SZYDLOWSKI, DONALD	REIMBURSE-INV BACKGROUND TRNG	01-00-00-2411	86.95
Sum of Invoices								30,355.29



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/19/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-11-12-6253	192.43
00137	0		101011	10-Oct-11	CREVE COEUR PARKS & REC	CITY GOLF TOURNAMENT	01-11-12-7315	522.77
00019	0		100411	04-Oct-11	CURTIS, HEINZ, GARRETT & O'KEEFE	CITY ATTY FEES SEPT 2011	01-11-12-6201	11,628.00
00303	1		21047321	12-Oct-11	MISSOURI LAWYERS MEDIA	PUBLIC HEARING NOTICE	01-11-13-6260	39.01
Sum of Invoices								12,382.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		093011	30-Sep-11	ASI	ADMIN FEES - SEPT 2011	01-12-11-6203	349.70
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-12-11-6253	99.89
00138	1		6614317	30-Sep-11	CSC CREDIT SERVICES	CREDIT SVC - SEPT 2011	01-12-11-6202	3.40
01447	0	P001270	18159	23-Sep-11	DIVERSIFIED PRINTING INC	6 MONTH PRINTING OF STANDARD	01-12-11-6203	1,003.00
00053	0		37301-56	05-Oct-11	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	85.00
01262	0	P001267	24725	29-Aug-11	SPECIALTY MAILING	HANDLING & MAILING OF NEWSLETTER	01-12-11-6203	272.64
00052	0		100811	08-Oct-11	ST LOUIS POST-DISPATCH	SUBSCRIPTN FEE 10/1/-12/12	01-12-11-6262	25.99
Sum of Invoices								1,839.62



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/19/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00070	1		I110930364	30-Sep-11	TECH ELECTRONICS	SHIPPING FEE FOR DISPLAY-PD	01-12-51-6213	6.28
<i>Sum of Invoices</i>								6.28



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00041	0	P001245	101211	12-Oct-11	ALANIZ, RONNA	PROFESSIONAL SERVICES	01-13-11-6202	2,535.00
00005	1		1652546	10-Oct-11	AMERICAN STAMP	REPLACEMENT STAMP PADS	01-13-11-7304	93.00
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-13-11-6253	75.34
00239	6		101811	18-Oct-11	GFOA OF MISSOURI	ANNUAL DUES D SMITH	01-13-11-6262	50.00
00145	0	P001247	45260	30-Sep-11	HOCHSCHILD, BLOOM & COMPANY LLP	AUDIT SERVICES	01-13-11-6209	12,800.00
01005	0	P001250	1019	06-Oct-11	PFI STRATEGIES, LLC	INVESTMENT SERVICES FOR FY12	01-13-11-6202	2,500.00
Sum of Invoices								18,053.34



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00035	0		100711	17-Oct-11	HARRIS, TINA	MSLACA MTG REIMBURSEMNT	01-13-14-6264	31.70
Sum of Invoices								31.70



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00014	1		0215132	10/11	06-Oct-11	CHARTER COMMUNICATIONS	CABLE TV SERVICE	01-13-15-6255	77.76
00791	0		100411		04-Oct-11	MULLEN DIANA	REIMB FOR WELLNESS EVENT-GUS PRETZELS	01-13-15-6272	18.87
00045	1		580839092001		28-Sep-11	OFFICE DEPOT	OFFICE SUPPLIES	01-13-15-7312	39.39
00760	0		10-474		26-Sep-11	TBW INDUSTRIES, INC.	EMPLOYEE YRS OF SERVICE PINS	01-13-15-6272	217.70
Sum of Invoices									353.72



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		45970	03-Oct-11	ALARM 24, INC.	REPAIR-BATT REPLACE TO ALARM	06-14-31-6211	179.98
00249	0		0001-01	04-Oct-11	AMERICAN CARNIVAL MART	PARTY SUPPLIES, PAPER PRODUCTS	06-14-31-7304	64.95
01550	0		452-3887760	11-Oct-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (101111)	06-14-31-7301	0.80
01550	0		452-3857114	04-Oct-11	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (100411)	06-14-31-7301	0.80
01550	0		452-3887760	11-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORMS (101111)	06-14-31-7308	3.60
01550	0		452-3857114	04-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORMS (100411)	06-14-31-7308	3.60
00114	11		9/11	01-Sep-11	AT&T	CELL PHONES-SEPT 2011	06-14-31-6253	76.16
00080	0		5160-565-5	08-Oct-11	DIERBERGS	CLEANING SUPPLIES	06-14-31-7301	23.95
00080	0		5160-565-5	08-Oct-11	DIERBERGS	BIRTHDAY PARTY CAKE	06-14-31-7304	30.99
00081	1		9623747962	30-Aug-11	GRAINGER	CONCESSION WINDOW REPLACEMENT	06-14-31-6212	45.54
00081	1		9623747970	30-Aug-11	GRAINGER	CONCESSION WINDOW REPLACEMENT	06-14-31-6212	13.68
00082	0		0499291	13-Oct-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	297.64
00970	0		1388-385044	07-Oct-11	O'REILLY AUTO PARTS	PART FOR ICE RESURFACER	06-14-31-6211	18.61
00711	1		308476311	14-Sep-11	TERMINIX	PEST CONTROL	06-14-31-6212	32.00
Sum of Invoices								792.30



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00066	1		000197652	03-Oct-11	FROESEL OIL	UNLEADED AND DIESEL FUEL	06-14-32-7307	1,601.19
01415	0		INV0003049	27-Sep-11	GREENSPRO, INC.	FALL FAIRWAY FERTILIZER	06-14-32-7303	575.00
01415	0		INV0003098	30-Sep-11	GREENSPRO, INC.	FALL FAIRWAY FERTILIZER	06-14-32-7303	690.00
01415	0		INV0003050	27-Sep-11	GREENSPRO, INC.	PRE-EMERGENCE FAIRWAYS & TEES	06-14-32-7303	140.00
00117	0		7181554	05-Oct-11	HOME DEPOT	FLOWERS FOR FALL PLANTINGS	06-14-32-7303	65.00
Sum of Invoices								3,071.19



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00711	1		308476311	14-Sep-11	TERMINIX	PEST CONTROL	06-14-33-6212	32.00
01188	0		91552336	26-Sep-11	ADAMS GOLF LTD	SPECIAL ORDER BOAMAN CLUBS	06-14-33-8323	108.02
<i>Sum of Invoices</i>								<i>140.02</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3887760	11-Oct-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (101111)	06-14-34-7301	2.00
01550	0		452-3857114	04-Oct-11	ARAMARK UNIFORM SERVICES	WIPING TOWELS (100411)	06-14-34-7301	4.55
01072	0		661245	05-Oct-11	C.R. FRANK POPCORN AND SUPPLY CO.	SNACKS FOR RESALE (8319)	06-14-34-8319	48.10
00080	0		2679-185-5	30-Sep-11	DIERBERGS	FOOD FOR RESALE/TOURNAMENT	06-14-34-8315	10.01
00116	0	P001226	4891	05-Oct-11	SAM'S CLUB	GENERAL SUPPLIES (7304)	06-14-34-7304	13.97
00116	0	P001226	4891	05-Oct-11	SAM'S CLUB	SANDWICHES FOR RESALE (8315)	06-14-34-8315	72.84
00116	0	P001226	4891	05-Oct-11	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	226.08
Sum of Invoices								377.55



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		45894	28-Sep-11	ALARM 24, INC.	REPL POWER SUPPLY & FAN IN PD	01-16-11-6211	515.00
01550	0		452-3887759	11-Oct-11	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (10/11/11)	01-16-11-7308	7.20
01550	0		4552-3857113	04-Oct-11	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (10/4/11)	01-16-11-7308	7.20
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-16-11-6253	31.69
00010	0		894433	11-Oct-11	BRANNEKY HARDWARE	PIPE TO REPAIR HANDRAIL	01-16-11-6212	24.99
01448	0	P001239	670408	01-Oct-11	BUILDINGSTARS	CLEANING SERVICE	01-16-11-6212	1,420.00
00117	0		9011339	03-Oct-11	HOME DEPOT	TOOLS FOR MAINTENANCE	01-16-11-7302	330.25
00039	0		740390	03-Oct-11	INDUSTRIAL SOAP	PAPER TOWELS	01-16-11-6212	31.00
00054	1		01817885	04-Oct-11	WALTER KNOLL FLORIST	MONTHLY PLANT MAINTENANCE	01-16-11-6212	80.00
Sum of Invoices								2,447.33



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X10	30-Sep-11	AT&T	WIRELESS PHONES FOR ADMIN	01-21-11-6253	177.19
01068	1		075541	30-Sep-11	DNT	QUARTERLY COST PER COPY FEES	01-21-11-6213	206.26
00117	0		8084331	04-Oct-11	HOME DEPOT	PHONE CORDS FOR COPPS OFFICE	01-21-11-9501	19.63
00125	0		249630	07-Oct-11	LEON UNIFORM	REFURBISHNG OF OFC'S BADGES	01-21-11-7308	150.00
01545	0	P001305	11272	30-Sep-11	OFFICE FURNITURE GROUP, LLC	SHIPPPING	01-21-11-9501	1,455.00
01545	0	P001305	11272	30-Sep-11	OFFICE FURNITURE GROUP, LLC	6 CUBICLES WITH STORAGE AND	01-21-11-9501	2,400.00
01545	0	P001305	11272	30-Sep-11	OFFICE FURNITURE GROUP, LLC	1 ROUND CONFERENCE TABLE	01-21-11-9501	100.00
01545	0	P001305	11272	30-Sep-11	OFFICE FURNITURE GROUP, LLC	1 BOW FRONT U DESK COMPLETE	01-21-11-9501	525.00
00116	0		4642	04-Oct-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	77.28
00092	4	P001257	31643	05-Oct-11	ST LOUIS COUNTY TREASURER	MONTHLY C.A.R.E. SERVICES CONT	01-21-11-6202	23.91
01436	0	P001322	12-004	01-Oct-11	WEST CENTRAL DISPATCH CENTER	FY12 2ND QUARTER UTILIZATION FEE	01-21-11-6202	81,829.00
Sum of Invoices								86,963.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X10	30-Sep-11	AT&T	WIRELESS PHONES FOR INVEST	01-21-21-6253	187.26
01228	0		1432814-20110930	30-Sep-11	LEXISNEXIS	SEPTEMBER USER FEES	01-21-21-6202	180.25
00298	0		0053429-IN	28-Sep-11	SIRCHIE	EVIDENCE SUPPLIES	01-21-21-7304	82.88
Sum of Invoices								450.39



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/19/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0		21122	28-Sep-11	ADGRAPHIX	(5) MAG SIGN & (5) DEGALS	01-21-22-6210	190.00
00114	11		826147039X10	30-Sep-11	AT&T	WIRELESS PHONES FOR PATROL	01-21-22-6253	303.48
00007	0		379-601178	28-Sep-11	BATTERIES PLUS - 270	4 AA LITHIUM/4 AA NIMH BATT.	01-21-22-7302	21.68
00234	1	P001295	355555	11-Oct-11	ED ROEHR SAFETY PRODUCTS	SAVVY FLAIR BODY ARMOR FOR OFF	01-21-22-9503	855.00
00234	1	P001310	355555.	11-Oct-11	ED ROEHR SAFETY PRODUCTS	SAFARILAND ABAXTF BODY ARMOR	01-21-22-9503	635.00
00094	1		142376	05-Oct-11	FIRESTONE	CAR 2404 3000 ML SVS, FRNT BRK	01-21-22-6210	256.32
00094	1		142407	05-Oct-11	FIRESTONE	CAR 2409 3000 ML SVS; BRAKES	01-21-22-6210	410.49
00094	1		142187	29-Sep-11	FIRESTONE	3000 ML SVS/INSTALL FRNT BRKES	01-21-22-6210	102.99
00094	1		142525	08-Oct-11	FIRESTONE	CAR 2410 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		142489	07-Oct-11	FIRESTONE	CAR 2407 - 3000 MILE/FUEL FILT	01-21-22-6210	95.72
00094	1		142655	12-Oct-11	FIRESTONE	CAR 2409 REPLACE TWO BULBS	01-21-22-6210	25.48
00094	1		142647	12-Oct-11	FIRESTONE	CAR 2417 - REPLACE HDLGHT BULB	01-21-22-6210	22.09
00347	0		450217	29-Sep-11	KUSTOM SIGNALS, INC.	REPAIR VIDEO MONITOR-CAR 17	01-21-22-6211	195.00
00347	0		450223	29-Sep-11	KUSTOM SIGNALS, INC.	REPAIR VIDEO MONITOR CAR 8	01-21-22-6211	243.00
00125	0	P001294	249384-02	10-Oct-11	LEON UNIFORM	UNIFORM ITEMS FOR OFFICE AMAND	01-21-22-5107	44.90
00125	0	P001294	249386-02.	06-Oct-11	LEON UNIFORM	UNIFORM ITEMS FOR CORY MUELLER	01-21-22-5107	24.55
00125	0	P001294	249386-02.	06-Oct-11	LEON UNIFORM	UNIFORM ITEMS FOR CORY MUELLER	01-21-22-5107	75.25
00125	0		249499-1	10-Oct-11	LEON UNIFORM	COURT SECURITY UNIFORM SHIRT	01-21-22-7308	44.90
01057	0		100611	06-Oct-11	LIVELY, GARY	FBI LEEDS SEMINAR REIMBURSMNT	01-21-22-6261	72.25
00202	1		210282	30-Sep-11	STALKER RADAR	REPAIR RADAR UNIT IN CAR 11	01-21-22-6211	169.95
00311	0		527158	11-Oct-11	WEBER CHEVROLET	CAR 2419 REPROGRAM TPMS	01-21-22-6210	31.45
00237	1	P001311	2655714	30-Sep-11	WORLD WIDE TECHNOLOGY, INC.	1 R4D0U0A000N-00 ZEBRA RW 420	01-21-22-9503	621.39
<i>Sum of Invoices</i>								4,458.88



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-31-11-6253	479.70
Sum of Invoices								479.70



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/19/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111807382	30-Sep-11	AIRGAS MID AMERICA	MONTHLY GAS RENTAL	01-31-41-7307	43.65
01550	0		452-3857111	04-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/4/11)	01-31-41-6212	9.60
01550	0		452-3887757	11-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/11/11)	01-31-41-6212	9.60
01550	0		452-3857111	04-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/4/11)	01-31-41-7308	37.88
01550	0		452-3887757	11-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/11/11)	01-31-41-7308	37.88
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-31-41-6253	131.90
00007	0		270-249792	16-Aug-11	BATTERIES PLUS - 270	FLASHING LIGHTS ON BARRICADES	01-31-41-7305	46.80
00102	0		713903	28-Sep-11	BEYERS LUMBER	MTRLS PLAYGRND SIGN-CONWAY PK	01-31-41-7311	23.68
00693	1		240550	22-Sep-11	BMC ENTERPRISES, INC.	CONCRETE MTRLS STREET/SIDEWLK	01-31-41-7305	523.55
00010	0		894433	11-Oct-11	BRANNEKY HARDWARE	ROPE FOR SHOP SUPPLIES	01-31-41-6212	14.38
00010	0		894219	06-Oct-11	BRANNEKY HARDWARE	TOOLS FOR CONCRETE WORK	01-31-41-7302	125.62
00043	0		1763-181786	12-Oct-11	CARQUEST	FILTERS 1 & 3/4 TON TRUCKS	01-31-41-6210	68.31
00099	0		1249687	30-Sep-11	CEEKAY SUPPLY	MONTHLY GAS RENTAL GARAGE	01-31-41-7307	60.90
01566	0		359218-CRC-1	04-Oct-11	CONTINENTAL RESEARCH CORP.	SPRAY COATING FOR RUST	01-31-41-6210	213.18
00873	0		C83419	30-Sep-11	CUMMINGS, MCGOWAN & WEST INC	DRILL BIT FOR AIR COMPRESSOR	01-31-41-7302	90.92
00141	0		105454	07-Oct-11	ELECTRO BATTERY	CREDIT FOR JUNK BATTERIES	01-31-41-6210	(10.00)
00141	0		104468	14-Sep-11	ELECTRO BATTERY	BATTERIES FOR LEAF VACS	01-31-41-6211	145.10
00141	0		105453	07-Oct-11	ELECTRO BATTERY	BATTERIES FOR TRUCK #205	01-31-41-6210	192.92
00023	1		214339	29-Sep-11	FRED WEBER, INC	ASPHALT CROSS CREEK REPAIR	01-31-41-7305	270.00
00349	1		561208-001	30-Sep-11	HTE TECHNOLOGIES	HOSES FOR GREASE GUNS	01-31-41-6210	45.35
00349	1		561208-001	30-Sep-11	HTE TECHNOLOGIES	HYDRAULIC HOSE COUPLERS	01-31-41-6211	274.78
00105	2		0347-00138811	30-Sep-11	JOHNNY ON THE SPOT #347	RENTAL UNITS @ 2 LOCATIONS	01-31-41-6266	190.33
00806	1		1017918894	22-Sep-11	LAB SAFETY SUPPLY	COAT HANGAR BAR FOR SHOP	01-31-41-6212	187.00
00806	1		1017937915	27-Sep-11	LAB SAFETY SUPPLY	SHELVING WIRE SHOP LOCKER RM	01-31-41-6212	246.00
00806	1		1017950928	29-Sep-11	LAB SAFETY SUPPLY	MATS FOR SHOP	01-31-41-6212	330.68
01095	1		554939	30-Sep-11	NAPA AUTO PARTS	OIL FILTER TRUCK #105	01-31-41-6210	27.96
00865	0	P001236	228176	04-Oct-11	OUTDOOR SOLUTIONS	ROW MOWING 07/11 THRU 11/11	01-31-41-6212	1,120.00
00437	0		100511	05-Oct-11	SHELLY'S SAFETY PLUS FIRST AID	SAFETY SUPPLIES FOR SHOP	01-31-41-6271	90.50
00092	12		31282	27-Sep-11	ST LOUIS COUNTY	TRAFFIC SIGNALS MAINT CHG	01-31-41-6251	2,635.37
00270	1		77046-00	23-Sep-11	TERMINAL SUPPLY CO.	PARTS FOR TRUCKS	01-31-41-6210	22.20
00270	1		9990865	19-Sep-11	TERMINAL SUPPLY CO.	CREDIT INV #64839	01-31-41-6210	(20.45)
00104	0		P31130	03-Oct-11	VERMEER	SWITCH FOR CHIPPER #603	01-31-41-6211	127.56

Sum of Invoices

7,313.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-31-42-6253	32.09
Sum of Invoices								32.09



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

10/19/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-3857111	04-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/4/11)	01-31-43-7308	37.87
01550	0		452-3887757	11-Oct-11	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/11/11)	01-31-43-7308	37.87
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-31-43-6253	36.68
00102	0		714265	03-Oct-11	BEYERS LUMBER	MTRLS FOR BIERNE PARK	01-31-43-6212	71.02
00102	0		714631	07-Oct-11	BEYERS LUMBER	PREMIX CONCRETE BEIRNE PARK	01-31-43-6212	39.92
00010	0		893745	29-Sep-11	BRANNEKY HARDWARE	PARKS RESTRMS SUPPLIES	01-31-43-6212	54.90
00010	0		893954	03-Oct-11	BRANNEKY HARDWARE	PARKS RESTRMS SUPPLIES	01-31-43-6212	66.78
00010	0		894131	04-Oct-11	BRANNEKY HARDWARE	CEMENT FOR BIERNE PARK	01-31-43-6212	23.98
00010	0		894271	07-Oct-11	BRANNEKY HARDWARE	MTRLS FOR BIERNE PARK	01-31-43-6212	153.79
00010	0		894277	07-Oct-11	BRANNEKY HARDWARE	PARK RESTRMS SUPPLIES	01-31-43-6212	112.15
00010	0		894466	11-Oct-11	BRANNEKY HARDWARE	CAULK FOR PARK RESTROOM	01-31-43-6212	72.90
00010	0		894386	10-Oct-11	BRANNEKY HARDWARE	BIERNE PARK SUPPLIES	01-31-43-6212	223.73
00010	0		893940	03-Oct-11	BRANNEKY HARDWARE	MTRLS BIERNE PARK	01-31-43-7302	64.83
00010	0		894394	10-Oct-11	BRANNEKY HARDWARE	MOTH BALLS CONWAY PARK	01-31-43-7303	10.08
00261	0		26592	30-Sep-11	DES PERES WELDING, INC.	SOCCER GOALS BIERNE PARK	01-31-43-6212	201.00
00023	1		215514	04-Oct-11	FRED WEBER, INC	BABION STONE BEIRNE PARK	01-31-43-6212	75.12
00023	1		215905	04-Oct-11	FRED WEBER, INC	ASPHALT PATCH BEIRNE PARK	01-31-43-6212	90.00
01386	0		24687	27-Sep-11	FRY & ASSOCIATES, INC	SWING SET @ MILL PARK	01-31-43-6212	111.00
00558	1		3788512	04-Oct-11	HD SUPPLY WATERWORKS LTD.	SEWER GRATE BIERNE PARK	01-31-43-6212	27.24
00956	0		00937554	06-Oct-11	KIRCHNER BLOCK & BRICK	MTRLS LAKE SCHOOL STEPS	01-31-43-6212	414.56
00956	0		00936828	28-Sep-11	KIRCHNER BLOCK & BRICK	MTRLS LAKE SCHOOL STEPS	01-31-43-6212	370.08
00209	1		2863/6	06-Oct-11	KIRKWOOD MATERIAL SUPPLY	MULCH OFC PARKWAY ISLAND	01-31-43-7303	66.00
00209	1		2856/6	05-Oct-11	KIRKWOOD MATERIAL SUPPLY	MULCH CRAIG ISLAND	01-31-43-7303	66.00
00155	0		4271	07-Oct-11	KURTZ NURSERY & TOP SOIL CO.	TOPSOIL BIERNE PARK	01-31-43-6212	248.00
00970	0		1388-385469	11-Oct-11	O'REILLY AUTO PARTS	ANTIFREEZE FOR SPLASH PAD	01-31-43-7301	160.00
00865	0	P001236	228176	04-Oct-11	OUTDOOR SOLUTIONS	ROW MOWING 07/11 THRU 11/11	01-31-43-6212	887.32
00492	0		132726	10-Oct-11	TOMASOVIC GREENHOUSE & NURSERY	MUMS CH FRONT ENTRANCE	01-31-43-7303	59.50
00492	0		132622	06-Oct-11	TOMASOVIC GREENHOUSE & NURSERY	MUMS FOR VARIOUS SITES	01-31-43-7303	318.75
01483	0	P001240	2686	03-Oct-11	TURFGRASS PROFESSIONALS	PARKS MOWING 07/11 THRU 11/11	01-31-43-6212	3,297.00
<i>Sum of Invoices</i>								1,772.69



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988X 9/11	01-Sep-11	AT&T	CELL PHONE CHGS-SEPT 2011	01-32-11-6253	168.11
01344	0		100111	01-Oct-11	KELLY, WHITNEY	MILEAGE REIMB SEPT 2011	01-32-11-7307	15.98
00213	0		100411-1	04-Oct-11	MCLAUGHLIN COURT REPORTING SERVICES	CRT REPORTER P&Z HEARING	01-32-11-6202	203.00
00303	1		21044830	04-Oct-11	MISSOURI LAWYERS MEDIA	PUBLIC HRG 10/20/11	01-32-11-6260	47.56
00303	1		21044278	30-Sep-11	MISSOURI LAWYERS MEDIA	GOVT MUNICIPAL HEARINGS	01-32-11-6260	37.12
00303	1		21044831	04-Oct-11	MISSOURI LAWYERS MEDIA	PUBLIC HRG 10/20/11	01-32-11-6260	39.44
Sum of Invoices								511.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009	0		100411	04-Oct-11	BOLLS, SCOTT	MILEAGE REIMB SEPT 2011	01-32-61-7307	468.42
00058	0		100311	03-Oct-11	BURKE, PATRICK	MILEAGE REIMB SEPT 2011	01-32-61-7307	254.19
00055	0		100311	03-Oct-11	HOLMES, BRAD	MILEAGE REIMB SEPT 2011	01-32-61-7307	91.02
00152	1		101811	18-Oct-11	INTERNATIONAL CODE COUNCIL	ICC CERT. RENEWAL (S BOLLS)	01-32-61-6261	80.00
00032	0		093011	30-Sep-11	UNSER, STEVE	MILEAGE REIMB SEPT 2011	01-32-61-7307	81.58
00057	0		093011	30-Sep-11	WOODS, DENNIS	MILEAGE REIMB SEPT 2011	01-32-61-7307	299.15
Sum of Invoices								1,274.36



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

10/19/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01145	0		101111	11-Oct-11	CONRAD-LUTZ & ASSOCIATES	BOILER REPLACEMNT PROJECT	02-61-71-9501-12101	2,800.00	
00606	0	P001296	PB #2	14-Oct-11	HORNER & SHIFRIN INC	STORM WATER MASTER PLAN	02-61-71-9509-12521	4,285.44	
00880	0		110914	30-Sep-11	INTUITION & LOGIC	FINAL SUBMITTALS TO MODOT	02-61-71-9510-12603	1,500.00	
01333	0	P001237	PB #1	10-Oct-11	M & H CONCRETE	FY12 CONCRETE REPLACEMENT PROJ	02-61-71-9510-12602	161,858.47	
01333	0	P001237	PB #2	13-Oct-11	M & H CONCRETE	FY12 CONCRETE REPLACEMENT PROJ	02-61-71-9510-12602	164,604.06	
Sum of Invoices									335,047.97
GRAND TOTAL OF ALL INVOICES									508,154.26

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
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
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

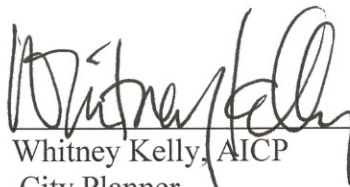
- Section 405.380: "LI" Light Industrial District
- Section 405.470 Conditional Uses

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

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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

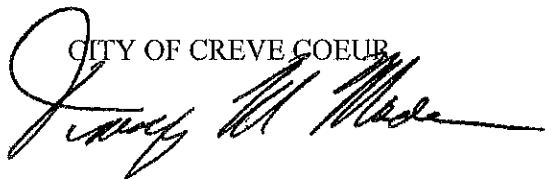
Mr. Kalish:

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 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



INTEROFFICE MEMORANDUM

Date: October 24, 2011

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

The following survey was conducted to find out which neighboring cities have executed new trash service contracts in the past 3 years and whether or not they solicited competitive bids or negotiated contract extensions with current haulers and why.

SURVEY – “If your city has signed a new trash contract in the past 3 years, did you negotiate a contract extension or solicit bids?”

City	Negotiated or Bid Out	Prior Hauler	Hauler Selected	Was selected hauler the low bidder?
Ballwin	Negotiated extension with Allied	NA	NA	NA
Chesterfield	Negotiated extension with Allied	NA	NA	NA
Des Peres	Negotiated extension with IESI	NA	NA	NA
Maplewood	Negotiated extension with Allied	NA	NA	NA
Maryland Heights	Negotiated extension with Allied	NA	NA	NA
Olivette	Negotiated extension with Allied	NA	NA	NA
St. Ann	Negotiated extension with Allied	NA	NA	NA
St. John	Negotiated extension with Allied	NA	NA	NA
Frontenac	Bid out	Veolia	Veolia	Yes
Webster Groves	Bid out	Waste Mgmt.	Waste Mgmt.	No
Crestwood	Bid out	Veolia	Meridian	Yes

Negotiated Extensions

Eight of the 11 cities that responded indicated that they negotiated contract extensions with current haulers as they believed that rates were competitive and they wished to lock in competitive long-term rates. These cities also indicated that they were happy with existing service levels and did not want to be unnecessarily exposed to the risks or hassles of dealing with an “unknown commodity”.

Competitive Bids

The following three cities reported that they had solicited competitive bids during the past 3 years:

Crestwood.

Crestwood solicited bids for weekly curbside trash, recycling, and yard waste collection. Bids were opened in November 2010. Meridian Waste submitted the low bid at \$17.75 per month. Allied Waste submitted the high bid at \$20.14 per month. Crestwood contracted with Meridian.

Frontenac.

Frontenac solicited bids for weekly rear yard trash and recycling with weekly curbside yard waste collection. Bids were opened in April 2010. Veolia submitted the low bid at \$25.43 per month. IESI submitted the high bid at \$33.04. Frontenac contracted with the low bidder, Veolia, which was also its current hauler. Veolia was subsequently purchased by Allied Waste, which has taken over the contract.

Webster Groves.

Webster Groves solicited bids for weekly curbside trash, recycling, and yard waste. Bids were opened in August 2010. The low bidder was IESI at \$15.64 per month, and the high bidder was Meridian at \$19.65 per month. After reviewing the proposals and investigating the haulers, Webster Groves opted to remain with its current hauler, Waste Management, at a cost of \$19.45 per month, as it believed that Waste Management would provide the best service.

I would be happy to research any additional information as needed.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: Monday, October 17, 2011

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public works

SUBJECT: Solid Waste Hauler Research

As part of our research on solid Waste Hauler services, the Public Works Department conducted phone interviews with two haulers who have repeatedly submitted bids to municipalities in the metro area over the past couple of years.

Meridian Waste Services

Public Works staff contacted Kevin Buckner, Residential Waste Collection Supervisor to discuss Meridian's list of municipal accounts the type of services provided and their interest in bidding if Creve Coeur chooses to go to bid for solid waste services.

Meridian Waste Services currently provides curbside service in the following municipalities Florissant, Crestwood, Clarkson Valley, St. Charles County, St. Louis County, Wildwood and is one of five licensed haulers in Town & Country where they offer rear yard collection as an upgrade paid for by the residents. The current cost for rear yard trash services and recycle collection is \$ 26.00 per month. When asked, Mr. Buckner said Meridian was interested in bidding rear yard services in Creve Coeur if the opportunity presented itself.

For more information regarding services offered in other municipalities and the associated cost, contact Meridian Waste Services: <http://www.meridianwaste.com/cities/>

Waste Management

Public Works staff contacted Dan Hanna, with Waste Management to discuss their list of municipal accounts the type of services provided and their interest in bidding Creve Coeur chose to go to bid for solid waste services.

Mr. Hanna did not offer a list of municipalities they service but did provide that the offered rear yard service as an upgrade to curbside collection in Town & Country, and in Webster Groves. Mr. Hanna said Waste Management was interested in bidding rear yard services in Creve Coeur if the opportunity presented itself.

For more information regarding services offered, contact Waste Management at:
<http://www.wm.com/residential.jsp>

IESI

City staff met with Mr. Dave Poger, District Municipal Marketing/Government Relations Manager for IESI to discuss bidding opportunities in Creve Coeur, and their list of municipal accounts the type of services provided. Mr. Poger was interested in bidding rear yard trash collection in Creve Coeur if the city chose to reject the Allied Waste contract extension proposal. We discussed which municipalities IESI serviced and which of those municipalities were rear yard collection. Mr. Poger provided the following list municipalities in the metro area where IESI provided curbside service: Eureka, Berkeley, Crystal Lake Park, County Club Hills, County District 1, 2, and 8 (soon to be only 2 and 4), and Des Peres where they provide rear yard pickup as an upgrade for an additional cost to the resident.

For more information regarding residential services offered, contact IESI at:
<http://www.bficanada.com/English/USServices/Services/Residential/default.aspx>

Allied Waste

As you are aware, Allied Waste has been Creve Coeur's Solid Waste hauling company since 2002 when they were known as Midwest Waste. Since that time they have provided rear yard service to not only Creve Coeur residents, but also to other municipalities such as: Clayton, Frontenac, and Ladue. Allied Waste has the largest share of the residential market in the St. Louis area.

For more information regarding residential services offered, contact Allied Waste at:
<http://www.republicserviceeasternmosouthernil.com/St.Louis/Pages/subDefault.aspx>

Summary

When reviewing the experiences of the other major solid waste haulers in the St. Louis, it is clear that Allied Waste has the most experience in our area. The number of curbside collection accounts is quite extensive as shown on their website.

Although rear yard service is quickly becoming a luxury of the past, there are still a few communities that offer this as their standard service and Allied Waste currently has these cities under contract. Other cities offer rear yard collection as an upgrade, but the usage is estimated somewhere between 10-20% of the customers in those communities. According to the most recent surveys of related costs for rear yard services, Creve Coeur's current cost for rear yard service is the lowest including Des Peres which is serviced by IESI.



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 where the inflation rate was 0%. A history of the cost to provide service to each residence and condominium from 2007 to present is attached for your convenience.

Recent Developments

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

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

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

Allied Waste Contract Extension Proposal

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

Benefits to the City

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

Benefits to Allied Waste

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

Recommendation

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

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

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

Trash Contract Cost Under Current Contract and Proposed Extension

Allied Waste Contract Cost History 2007-2012

Based on Residential property quantity of 5520 homes

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

Contract Extension Proposed Cost

Based on Residential property quantity of 5020 homes

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



INTEROFFICE MEMORANDUM

Date: 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 totter 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 TSD/Subcontractor/Recycling
COMPANY FORM**

Instructions: Use additional sheets if necessary. Bidder must describe the type of waste and management option (recycling and/or fuel blending)

TSD/Subcontractor/Recycling Firm Name: _____

Mailing Address: _____

Facility Site Address: _____

TSD/Subcontractor/Recycling Company Contact Person: _____

Telephone Number: _____ Fax Number: _____

EPA/State Identification Number: _____

List of Environmental Permits/Licenses/Authorizations: _____

Business Affiliation with Contractor (?): Y _____ N _____

Management Method: _____

Types of Waste For Recycling and/or Fuel-blending: _____

Appendix C
SOLID WASTE/RECYCLING/YARD WASTE MONTHLY VOLUME
REPORT
FOR THE CITY OF _____
MONTH OF _____

	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

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: 

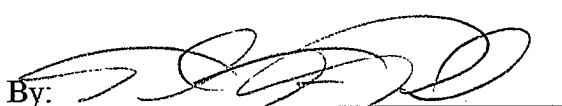
Harold Dielmann, Mayor

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

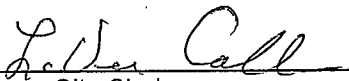
The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place 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 TSD/Subcontractor/Recycling Company Form

Instructions: Use additional sheets if necessary. Bidder must describe the type of waste and management option (recycling and/or fuel blending)

TSD/Subcontractor/Recycling Firm Name: _____

Mailing Address: _____

Facility Site Address: _____

TSD/Subcontractor/Recycling Company Contact Person: _____

Telephone Number: _____ Fax Number: _____

EPA/State Identification Number: _____

List of Environmental Permits/Licenses/Authorizations: _____

Business Affiliation with Contractor (?): Y _____ N _____

Management Method: _____

Types of Waste For Recycling and/or Fuel-blending: _____

Appendix C
SOLID WASTE/RECYCLING/YARD WASTE MONTHLY VOLUME
REPORT
FOR THE CITY OF _____
MONTH OF _____

	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: _____

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF
CREVE COEUR TO REZONE LAND FROM "C" SINGLE-FAMILY
RESIDENTIAL DISTRICT TO "GC", GENERAL COMMERCIAL,
AUTHORIZING THE INSTALLATION OF ONE (1) FIRE HYDRANT, AND
APPROVING THE SITE DEVELOPMENT PLAN FOR THE PROPERTY
ADDRESSED AS 11122 OLIVE BOULEVARD.**

WHEREAS, an application was made by Andrew Brown, of Brownstone Properties, LLC to rezone 11122 Olive Boulevard (formerly the Rose Hill Masonic Temple) from "C" Single Family Residential District to "GC" General Commercial District, for the use as a Goddard School for Early Childhood Development; and

WHEREAS, in accordance with Section 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for the subject property, addressed as 11122 Olive Boulevard, to the Division of Planning; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 17, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application; and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 6 ayes and 0 nays, recommended approval of the rezoning, subject to conditions, at its meeting on October 17, 2011; and

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

WHEREAS, the City Council being fully informed finds that rezoning the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice;

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

Section 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone the property addressed as 11122 Olive Boulevard from "C" Single Family Residential District to "GC" General Commercial District, subject to the conditions stated herein, which property is more specifically described as follows:

A tract of land in U.S. Survey 1962, Township 45 North - Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at a point in the Northwest line of Lot 35 of "Wir-Don Meadows", a subdivision according to the plat thereof recorded in Plat Book 69 page 21 of the St. Louis County

records, being the Easternmost corner of property described in deed to The Rossana M. Molina Revocable Living Trust, recorded in Book 12842 page 2439 of the St. Louis County records; thence Northwestwardly along the Northeast line of said Molina property North 30 degrees 45 minutes 00 seconds West 311.48 feet to a point in the Southeast line of Olive Boulevard, as widened by instrument recorded in Book 5554 page 372 of the St. Louis County records; thence Northeastwardly along said Southeast line of Olive Boulevard, as widened, North 59 degrees 10 minutes 11 seconds East 220.48 feet and along a curve to the right whose radius point bears South 31 degrees 51 minutes 44 seconds East 1389.11 feet from the last mentioned point, a distance of 24.95 feet to its intersection with the West line of property described in Parcel 2 of deed to 11100 Olive, LLC recorded in Book 18684 page 1218 of the St. Louis County records; thence Southwardly along the West line of said 11100 Olive, LLC property South 23 degrees 51 minutes 00 seconds East 164.28 feet and South 7 degrees 45 minutes 00 seconds East 161.88 feet to a point in the Northwest line of Lot 34 of aforesaid "Wir-Don Meadows"; thence Southwestwardly along the Northwest line of Lots 34 and 35 of said "Wir-Don Meadows" South 59 degrees 16 minutes 01 second West 162.43 feet to the point of beginning and containing 1.544 acres according to a survey by Volz Incorporated during August, 2011.

Section 2: As required by Section 405.1080 of the Zoning Ordinance, the approval of said rezoning request is subject to the property being developed in accordance with the site development plan, as further revised as required and approved by the City of Creve Coeur, and subject to the following additional conditions:

1. The development of the site shall be in substantial conformance with: the Site Development Plan, prepared by Volz, Inc., and revised October 7, 2011; the Planting Plan, prepared by Landscape Technologies, Inc. and dated October 12, 2011; the Elevations, prepared by David W. Dial Architects, P.C., and issued September 28, 2011; and the Photometrix drawing, prepared by David W. Dial, P.C., and issued October 7, 2011, (collectively referred to as "The Site Development Plans") except as follows:
 - a. The Site Development Plans shall be revised to include a sidewalk that meets with the recommendations of the City of Creve Coeur Pedestrian Plan, unless otherwise directed by the Missouri Department of Transportation (MoDOT).
 - b. The Site Development Plans shall be revised to meet with the intent of the "green line" park along the Olive Boulevard frontage identified by the City of Creve Coeur Comprehensive Plan and Design Guidelines, subject to the review and approval of the Director of Community Development.
 - c. The Site Development Plans shall be revised to include a low wall or hedge along the south edge of the rear parking lot, subject to the review and approval of the Director of Community Development. The wall height or height of the hedge at planting shall be no less than thirty inches (30") above the adjacent grade.
 - d. The Site Development Plans shall be revised to indicate that the trash enclosures shall be of materials consistent with the existing buildings.
 - e. The Site Development Plans shall be revised to include permanent curbs along all parking areas and travel lanes.
2. The applicant shall submit site improvement plans in conformance with The Site Development Plans, as amended, to the Division of Planning for review and approval prior to issuance of a building permit.
3. The applicant shall provide a final landscape plan with the site improvement plan to the Division of Planning for review and approval in conformance with Section 405.540 of the

Zoning Ordinance. The final landscape plan shall also be in substantial conformance with The Site Development Plans, as amended.

4. An underground irrigation system shall be installed and maintained to serve new landscaped areas identified on The Site Development Plans.
5. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
6. The applicant shall submit final building plans to the Building Department for review and approval, as required by Title V of the Municipal Code. The final building plans shall be in substantial conformance with The Site Development Plans, as amended.
7. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
8. The applicant shall provide written acceptance by the Missouri Department of Transportation of the proposed Olive Boulevard access and any modifications to Olive Boulevard prior to the issuance of any building permits for the project.
9. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved pursuant to Section 405.1080 of the Zoning Code.

Section 3: The Missouri American Water Company shall, in accordance with the terms of franchise contract, Ordinance No. 165, between the City of Creve Coeur and the Missouri American Water Company, install one (1) public fire hydrant in the City of Creve Coeur at the following location, to-wit:

One (1) new public fire hydrant approximately 500 feet east of Renee Lane on the south side of Olive Boulevard.

Section 4: All of said work for the new fire hydrant shall be done under the supervision of the City Council or its proper representative, and for the purpose of this ordinance, the Missouri American Water Company is hereby given permission to make all necessary excavations for the proper execution of said work.

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

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#11-027 FOR REZONING FROM "C" SINGLE-FAMILY RESIDENTIAL TO "GC"
GENERAL COMMERCIAL AND SITE DEVELOPMENT PLAN APPROVAL FOR
THE PROPERTY LOCATED AT 11122 OLIVE BOULEVARD**

FOR THE MEETING OF: October 17, 2011

LOCATION: 11122 Olive Boulevard

REQUEST:

Andrew Brown, of Brownstone Properties, LLC has submitted a request to rezone 11122 Olive Boulevard (formerly the Rose Hill Masonic Temple) from "C" Single Family Residential District to "GC" General Commercial District, for the use as a Goddard School for Early Childhood Development. The 1.5 acre property is located on the south side of Olive Boulevard, between Renee Lane and Mary Meadows Lane. The property borders an existing General Commercial District to the east.

ADDITIONAL INFORMATION:

Section 405.360 "GC" General Commercial District requires a minimum area of five acres only if not expanding an existing "GC" District, and the property to the east is already zoned "GC" General Commercial. Child Day Care Services and elementary schools are permitted uses within the "GC" District, while a conditional use in all residential districts that requires a minimum of three acres (Section 405.470 Conditional Uses).

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the minimum standards of the proposed "GC" General Commercial?

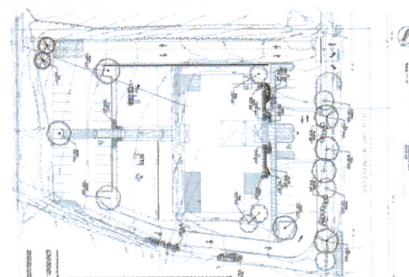
Comp. Plan References

- Residential Preservation and Economic Development
- East Olive Corridor Action Area

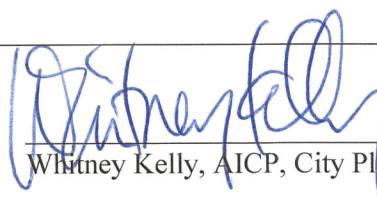
Zoning Code References

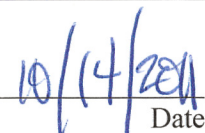
- Section 405.360 "GC" General Core Business District
- Section 405.1060 Zoning Changes and Text Amendments

APPLICANTS: Andrew Brown
Brownstone Properties, LLC
635 Trade Center Boulevard
Chesterfield, MO 63005



REPORT PREPARED BY:


Whitney Kelly, AICP, City Planner


Date

ATTACHMENTS:

Applicant's Materials for October 17, 2011 P&Z Meeting
Draft Ordinance
Public Comment received by October 14, 2011

INTRODUCTION

Andrew Brown, of Brownstone Properties, LLC has submitted a request to rezone 11122 Olive Boulevard (formerly the Rose Hill Masonic Temple) from “C” Single Family Residential District to “GC” General Commercial District, for the use as a Goddard School for Early Childhood Development. The 1.5 acre property is located on the south side of Olive Boulevard, between Renee Lane and Mary Meadows Lane. The property borders an existing General Commercial district to the east. Section 405.360 “GC” General Commercial District requires a minimum area of five acres, but this proposal is expanding an existing “GC” District, so the five acre minimum requirement does not apply. Child Day Care Services are permitted uses within the “GC” District, while a conditional use in all residential districts that requires a minimum of three acres (Section 405.470 Conditional Uses). The stated purpose of the “GC” district is:

The "GC" General Commercial District is intended to accommodate by site development plan approval (see Section 405.1080) convenience retail shopping and services and offices which are freestanding or part of small scale planned commercial developments and which are compatible in scale and intensity of use with adjacent residential uses.

The applicant will be renovating the existing building to include a new addition on the front right corner and two additions at the back of the property, for a total of 9,952 square-feet. Other improvements include removing the eastern access drive from Olive Boulevard and replacing it with a sidewalk to match the existing sidewalk, creating a front drop-off area and new main entrance, and removing a portion of the existing back parking lot for playground areas.

DEVELOPMENT HISTORY

Rose Hill Masonic Temple received approval for the existing structure and site development plan in 1957 from Creve Coeur’s Board of Alderman as a Special Use Permit and was built in 1963. The architectural style of the existing building is international style that was popular at the time, and institutional in nature. The property is zoned “C” Single Family Residential. The structure and site has remained largely untouched since the original approvals.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial uses of residential structures	“C” Single Family Residential District	Olive Boulevard
South	Residential	“C” Single Family Residential District	NA
East	Commercial, Vacant	“GC” General Commercial	NA
West	Commercial use of residential structures	“C” Single Family Residential	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located in the East Olive Corridor of the Comprehensive Plan that envisions an area of small businesses with a residential neighborhood character with substantial green spaces and landscaping for a “green line” park that gives the impression of driving or walking through a park along Olive Boulevard (page 51).

The Residential Preservation and Economic Development Section discusses:

1. *Preserve and protect single-family residential areas from intrusions of non-residential uses. Limit commercial and non-single family uses to Olive Boulevard. Limit retail uses to a size*

and scale designed to provide goods and services to the Creve Coeur market rather than to a regional market.

3. *Maintain this area with a residential character, even when homes are converted or replaced by business uses. New development or redevelopment should be compatible with the low-density residential character of the corridor, as discussed below. (page 52)*

Further, the Comprehensive Plan provides recommendations of key properties along the East Olive Corridor. The subject property is located in the East Olive Corridor Key Property Area 2, which recommends that as redevelopment and new investment occurs, the area will be encouraged to remain commercial, with uses limited to neighborhood-oriented commercial. Redevelopment should be designed to protect and be compatible with adjacent residential areas, as provided for in the *Residential Preservation and Economic Development* recommendations for the East Olive Corridor. (Page 57)

The proposed “GC” District is intended to provide services appropriate for this location. With this particular project, the applicant is proposing to renovate the existing building for a Goddard School for Early Childhood Development, which meets with the intent of the Comprehensive Plan as a neighborhood-oriented business.

DESIGN GUIDELINES REVIEW

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

Chapter 1 for Site Layout

B. Streetscape/Pedestrian Orientation

1. *High Quality, pedestrian scale and walkable area are the objective. Site and building design should address pedestrian needs and develop creative approaches to improving pedestrian interest, access, and enjoyment*
2. *Avoid spatial gaps and interruptions along the “streetscape” caused by parking or other non-pedestrian elements, such as building gaps, driveways and service entries. Continuous pedestrian activity is strongly encouraged.*
9. *At intersections, crosswalks, and main building entries, a change in sidewalk color, texture or material should emphasize the location. Paint striping to accentuate these areas is strongly discouraged.*
11. *Vehicular access is limited with no more than one (1) access per street frontage. The sharing of vehicular access between properties to minimize the number of curb cuts is encouraged.*
13. *All sidewalks should conform to the City of Creve Coeur Pedestrian Plan.*

C. Pedestrian and Vehicular Circulation

4. *Circulation systems should be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation should take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings should be utilized where pedestrian circulation paths cross a vehicular route.*
5. *Pedestrian linkages between uses in commercial development should be provided and emphasized.*

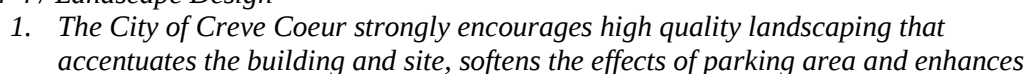
Chapter 2 / Building

C. Design

1. *A diversity of high quality architectural design is strongly encouraged. Building design should incorporate a clear and well articulated design concept.*
3. *The primary building entrance that is clearly defined and provide a sense of entry. It should be oriented to the street and provide protection from the elements, such as recesses, roof overhangs, projecting canopies or other similar features.*

1. *Services and trash or utility areas should be positioned to minimize view and visual impact. Building equipment and utilities are to be located, designed, and/or screen to minimize visual impact on public streets, surface parking lots and neighboring properties.*

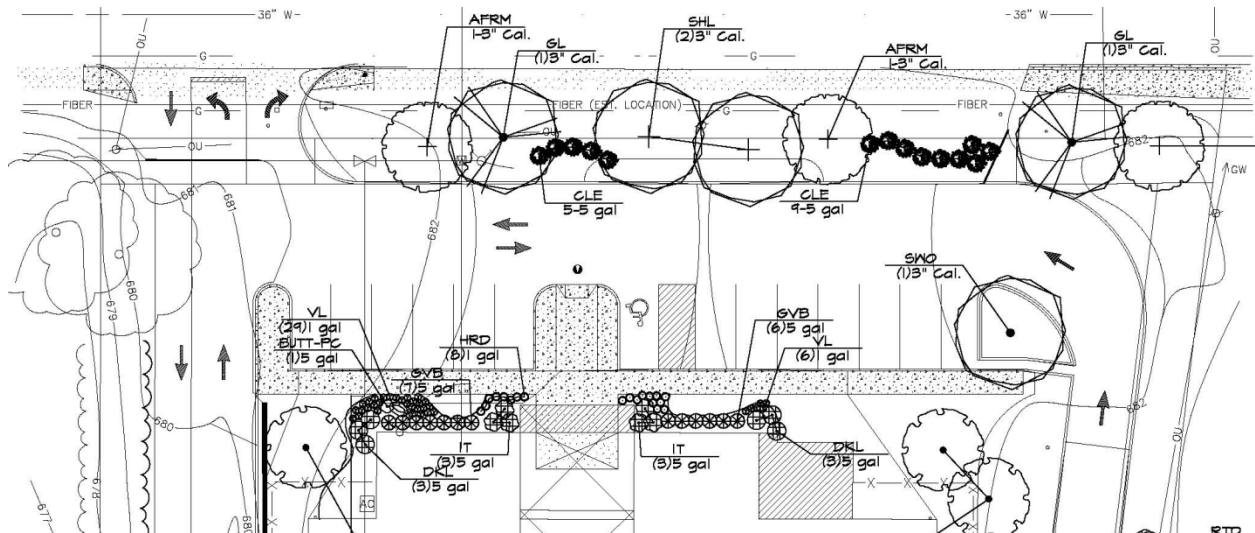
The applicant is proposing to use the existing structure, and will add a new addition to the front and rear of the building in a brick veneer that will match the existing brick, as well as create a new entry, satisfying the Design Guideline recommendations for building design, by working with, rather than attempting to mask the original design style of the building. A close up of the north, east, and west elevations are below:



the quality of life of the City. All landscape plans should exhibit a clear design concept.

2. *There should be a consistency of landscape design throughout a development. Different landscape themes may be used to heighten the distinction between spaces, and to strengthen a sense of movement and space, but such themes should be internally consistent*
3. *The design of a landscape plan should aid and direct vehicular and pedestrian circulation and encourage pedestrian interaction.*
6. *Parking areas, traffic-ways and parking structures are to be enhanced with landscaped spaces containing trees, tree groupings, and shrubbery or other landscape enhancements, including berms.*
8. *Landscaped areas are to be maximized and balanced throughout the site. Tree and shrub plantings should be grouped together to create strong accent points with the site plan.*
9. *Landscape plans should incorporate all site elements, such as outdoor lighting, signage, trash receptacles and fencing.*
10. *The scale and nature of landscape materials are to be appropriate to the site and/or the structure. Large-scale landscaping generally should complement large-scale buildings. Landscaping of sites on major streets should include large-scale trees.*

As mentioned earlier, the Comprehensive Plan calls for a “green line” park along Olive Boulevard. Below is a close up of the proposed landscaping for the front of the building and along Olive Boulevard:



The proposed front yard design includes only minimal planting and single row of bushes to fill in the gaps between the trees. Further, while the number of street trees provided meets with the City’s requirement for street trees, they are “bunched up for a more natural look”, as opposed to the required linear spacing of 1 tree for every 30 feet, per the discussion for Zoning Code review below. Whether or not the overall design provides for the lushness in character to meet with the “green line” park objective is up to the Commission Members to decide. However, it is Staff opinion that by only minimally meeting with the Code requirements, the design falls short of the lush “green line” park setting called for in the Comprehensive Plan and Design Guidelines along Olive Boulevard. Overall, the design lacks a year round depth, variation in height, an overall organizing theme, and a mix of vegetation and hardscape. The area is small and therefore it is important to get the most out of the design. Staff requires that the Commission members provide direction on the level of landscape design that they believe would better satisfy the Comprehensive Plan and Design Guidelines. However, in order to facilitate the project moving forward, Staff has included a condition that landscaping shall be revised, based the discussion with the

Commission, and ultimately the City Council, for review and approval by the Director of Community Development, similar to other recent approvals.

PEDESTRIAN PLAN REVIEW

The Pedestrian Plan provides various service and design expectations for a complete pedestrian system in the city. The subject property has an existing five-foot wide sidewalk that abuts the curb. The drawings indicate maintaining the existing sidewalks and infilling the eastern access drive that is to be removed, per MoDOT direction, with a sidewalk that is consistent with the existing sidewalk. The Pedestrian Plan identifies Olive Boulevard as a primary street with a recommended sidewalk corridor width of 15 feet, with the street trees between the street and the sidewalk (page A-17). Section 405.730 *Sidewalks* of the Zoning Regulations (discussed further below) requires a minimum of a three-foot wide greenspace or landscape area, and a six-foot wide sidewalk for non-residential districts. Given the reasonable assumption that the properties to the west will eventually seek rezoning, and the properties to the east redevelop, they would be able to match the new sidewalk for this property thereby upgrading the block-face over time. Therefore, Staff recommends that the Landscape Plan and Site Development Plan be revised to include the recommended sidewalk corridor of 15 feet and a condition is included in the draft ordinance subject to final design approval by both MoDOT and the Director of Community Development.

ZONING REVIEW

Appropriate Expansion of the "GC" District

Section 405.1060: Zoning Changes and Text Amendments requires that all rezoning of property to "GC" General Commercial shall be accompanied by a site concept or site development plan and the action of the Planning and Zoning Commission approving, disapproving or conditionally approving the site concept or site development plan shall accompany its recommendation to the City Council regarding the rezoning. Further, Section 405.1060.E provides for the standards for rezoning a property:

Zoning regulations should be changed if the public welfare is not served by the zoning or if the public interest served by the zoning is greatly outweighed by the detriment to private interests. In making this determination, the City should consider the adaptability of the subject property to its zoned use and the effect of zoning on property value in assessing private detriment. The character of the neighborhood, the zoning and uses of nearby property, and the detrimental effect that a change in zoning would have on other property in the area are relevant to the determination of public benefit.

Regarding the character of the neighborhood, Olive Boulevard has long been the commercial corridor within the City of Creve Coeur. In fact, this property and all of its neighbors to the east, west and north are all used commercially. So all of the residents to the south have long been adjacent to commercial uses, and this application does not change that arrangement. It is true that this proposal will change the zoning from residential to commercial, however as with any property that has frontage along Olive Boulevard, commercial development pressure will continue to occur. The Code has recognized the potential for conversion of residences along Olive Boulevard to office and retail service uses. Specifically:

Section 405.450.E: Commercial Uses Of Single-Family Residential Structures. The Planning and Zoning Commission may authorize by site development plan approval in accordance with Section 405.1080 the use and conversion of existing single-family residential structures located within the "A", "B", "C", "D" and "AR" residential districts to office or certain prescribed retail service uses, provided said structures front on and have direct access available from a numerically designated State highway (Lindbergh Boulevard--140; Olive Boulevard--340)...

Compare this list of allowable uses to the stated purpose of the "GC" District:

Section 405.360: "GC" General Commercial District

- A. *Purpose And Intent. The "GC" General Commercial District is intended to accommodate by site development plan approval (see Section 405.1080) convenience retail shopping and services and offices which are freestanding or part of small scale planned commercial developments and which are compatible in scale and intensity of use with adjacent residential uses.*

The only difference between the two is the range of uses; in all cases they are to be small scale and compatible with adjacent residences. What impacts might results from a broader range of uses could likely be managed through the site development plan process.

With the specific use of a child day care service and elementary school; the rezoning changes the use from a conditional use within the "C" Single Family Residential District to a permitted use in the "GC" District. The required site development plan approval provides the opportunity to address and/or mitigate any impacts of the use in a manner comparable with the conditional use process.

Development Regulations

A "GC" General Commercial District requires a minimum of five acres the following:

Section 405.360: "GC" GENERAL COMMERCIAL DISTRICT

D. *Site Development Plan Required. Site development plan approval by the Planning and Zoning Commission shall be required for all proposed developments within the "GC" District as provided for in Section 405.1080.*

E. *Dimensional Regulations. The following area and yard regulations apply in the "GC" General Commercial District.*

1. *Minimum district size. The minimum district size shall be five (5) acres. Such a district may consist of a single tract of land or two (2) or more contiguous tracts of land that are at least five (5) acres combined. In addition, a tract of land that is less than five (5) acres may be zoned "GC" General Commercial District when it is contiguous to an existing "GC" District.*
2. *Lot size requirements.*
 - a. *Minimum lot area. One-half (½) acre (twenty-one thousand seven hundred eighty (21,780) square feet).*
 - b. *Minimum lot width. Seventy-five (75) feet.*
 - c. *Minimum lot depth. One hundred fifty (150) feet.*
3. *Building bulk regulations.*
 - a. *Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.*
 - b. *Maximum site coverage. Sixty-three percent (63%). The Planning and Zoning Commission may, in its discretion, allow the permitted coverage to be increased as a bonus by an additional factor (not to exceed a total of seventy percent (70%) site coverage) in consideration of special or outstanding landscape and site planning features as demonstrated by a site development plan submitted in accordance with Section 405.1080. The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:*
 - (1) *Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;*
 - (2) *Objects of art or beautification; statuary or other unique visual features;*
 - (3) *Burial of overhead transmission lines and removal of utility poles.*

- c. *Maximum floor area ratio. Four-tenths (0.4).*
- 4. *Yard and setback requirements.*
 - a. *Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.*
 - b. *Minimum side yard. Twelve (12) feet.*
 - c. *Minimum rear yard. Twenty (20) feet.*
 - d. *Buffer yards. Notwithstanding the provisions of Sections 405.360(E)(4)(b) and 405.360(E)(4)(c) above, any tract or site abutting or adjoining a single-family residential zoning district shall provide a buffer yard of twenty (20) feet on all sides that abut the single-family district. The minimum required buffer yard shall be increased in five (5) foot increments, up to a maximum of forty (40) feet, for each acre of the subject property over two (2) acres in area. All acreage shall be rounded up to the next whole number for buffer yard calculation purposes. The buffer yard shall not contain any impervious surface and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.*

The site meets the minimum requirements above regarding lot dimensions and site coverage (proposed coverage is 58.4%). However, the applicant is proposing to utilize the existing drive on the west side that is approximately 12 feet from the property line, which is technically non-conforming with regard to the buffer yard requirements of 20 feet that abut a single family district. Indeed, the property to the west is zoned "C" Single Family Residential, but, as discussed earlier, it has been converted to a commercial use, and so the proposed new use will not create impacts on someone's home. Relocating the drive is not possible as MoDOT required the closing of the east entrance from Olive Boulevard. The widening of this drive to accommodate the two-way flow will not be within the buffer area and, thus, not increasing the non-conformity. Since it is reasonable to assume that the properties to the west will also seek rezoning in the future, given the nature of the existing uses, it is likely that the non-conformity will be eliminated.

Landscaping Review

The Zoning Code regulates landscaping through Section 405.540 *Landscaping*. As discussed earlier, the proposed front yard landscape plan minimally meets the Landscaping requirements for the number of street trees along Olive Boulevard and appears to fall short of the goals of the Comprehensive Plan and Design Guidelines. (Please see prior discussion.)

The existing vegetation on site provides adequate buffering along the south and west, and a portion of the east property lines. However, there are holes within the existing landscaping along the west property line that will need filling in. The additional planting included along the east property line, is also very limited with little screening value. While visiting the site, Staff noticed several dead trees and vegetation that need to be removed that could affect the function of the buffer as it relates to the opaque screening requirement. Further, the level of traffic on site will be increasing significantly over the current use and therefore Staff recommends that a condition of approval include removal and replacement of any dead trees and inclusion of a low fence and/or a hedge to block the headlights along the reconfigured parking

row at the south end of the property. Another condition of approval includes adding a permanent curb along all landscaped area, in conformance with Section 405.540(11).

Sidewalks

As discussed above, the Pedestrian Plan recommends a minimum sidewalk corridor width of 15 feet with street trees between Olive Boulevard and the sidewalk for primary commercial corridors. Section 405.730 requires a minimum three-foot landscaped area with a six-foot wide sidewalk, as stated below:

SECTION 405.730: SIDEWALKS

The following standards shall apply to all internal sidewalks in non-residential developments within the City of Creve Coeur:

- 1. Sidewalks shall be safe, clearly defined and direct:*
 - a. Sidewalks shall be buffered from the street, vehicular traffic and parking areas by a minimum three (3) foot greenspace or landscape area.*
 - b. All non-residential developments requiring site concept plan and/or site development plan approval must provide safe, clearly defined and direct access between buildings and from the principal building's entrance to the public sidewalk.*
 - c. Sidewalks shall be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation and the placement of sidewalks shall take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings shall be utilized where pedestrian circulation paths cross a vehicular route as determined by the Planning and Zoning Commission.*
 - d. The Planning and Zoning Commission, as part of the site development plan or site concept plan approval, shall require internal sidewalks to be extended to property lines or to areas anticipated for future development, redevelopment or expansion.*
- 2. The minimum width of internal sidewalks in non-residential developments shall be at least six (6) feet or eight (8) feet if used as a curb stop.*

Therefore Staff recommends that the Landscape Plan and Site Development Plan be revised to include the recommended 15-foot wide sidewalk corridor of the Pedestrian Plan, as discussed above.

Parking Requirements

Section 405.820 Required Off Street Parking Spaces provides the calculation for the minimum parking below:

SECTION 405.820: REQUIRED OFF-STREET PARKING SPACES

- 11. Social services (SIC Code 83).*
 - a. Child day care facilities (SIC Code 8350). One and one-half (1.5) spaces per staff person required for the licensed capacity of the facility. In addition, day care facilities shall provide safe drop-off areas near the main entrance to the facility.*

The applicant has indicated a total staff of 21 persons thus requiring a total of 32 spaces. The total parking spaces proposed are 41 (including 2 handicapped spaces), thus, creating a surplus of 9 spaces available on site.

Signage

The drawings show a sign for the Goddard School that appears to be in general compliance with Section 405.950 Sign in Non-Residential Districts. However, all signage is approved under a separate review process and any approval of the rezoning and site development plan does not constitute approval of the signage shown on the drawings.

SUMMARY AND RECOMMENDED CONDITIONS OF APPROVAL

Staff recommends that the following conditions be included in any approval of the rezoning of 11122 Olive Boulevard

- The Landscape Plan shall be revised to include a side walk that meets with the recommendations of the City of Creve Coeur Pedestrian Plan.
- The Landscape Plan shall be revised to meet with the intent of the “green line” park of the City of Creve Coeur Comprehensive Plan and Design Guidelines, as well as include a low wall or hedge along the south edge of the rear parking lot, for the Director of Community Development and MoDOT approval per the direction of the City Council.
- The applicant shall provide an elevation of the trash enclosure and indicate materials that are consistent with the building.
- The applicant shall revise the Landscape Plan and Site Development Plan to include an adequate permanent curb for all areas that can be encroached upon by a motor vehicle in conformance with Section 405.540(11).

ACTION

If the Planning and Zoning Commission finds the attached draft rezoning ordinance and site development plan approval with to the stated conditions, to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it must vote on a recommendation to the City Council. Any changes to the draft ordinances should be discussed and made by separate actions.

The applicant will also be placing a new fire hydrant along the Olive Boulevard and the attached ordinance includes approval of the new hydrant per Ordinance #165.

MOTION

The following is an example motion for this application:

“I move to approve the rezoning and site development plan ordinance attached to the staff report on application #11-027, subject to the conditions contained in the draft ordinance attached to the staff report dated October 14, 2011” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL MAP



Legend

-  City Limit
-  Property Lines
-  11122 Olive Boulevard, formerly Rose Hill Masonic Lodge



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date:
 A photograph showing a long, single-story brick building with a flat roof. An American flag flies on a tall pole to the left. The building has a central entrance and a sign above it that reads "New Hill RACING TRIPLES". The foreground is a grassy lawn with some small shrubs.	Description: View of the existing building from the west entrance.
 A photograph of the same brick building from a different angle. This view shows a large, dark, recessed entrance area. The sign "New Hill RACING TRIPLES" is visible above the entrance. A paved parking lot is in the foreground.	Description: View of the existing building from the eastern entrance that will be removed.
 A photograph showing the rear entrance of the brick building. Two cars are parked in the asphalt parking lot in the foreground. The building has a sign above the entrance. The sky is blue with some clouds.	Description: View of the rear entrance from the south east corner of the parking lot.

 A photograph showing a paved asphalt road curving to the left. To the right of the road is a grassy area with some dry patches. In the background, there are trees and a brick building on the right side.	Description: View of the existing drive along the west property line looking north that the applicant is proposing to widen to the east (right side) to allow for two way traffic.
 A photograph of a parking lot area with a paved surface in the foreground. Behind the pavement is a dense line of green bushes and trees. A few cars are visible parked further back.	Description: View of the commercial parking for the residentially zoned commercial uses to the west, and the landscaping that needs to be filled in.
 A photograph showing a brick building with a white roof and a small porch, partially obscured by trees and bushes. The building is situated behind a paved area, likely a parking lot.	Description: Another view looking northwest, from the parking lot, of the residential structure to the west that has been converted to a commercial use.

	Description: View looking southwest from the parking lot onto the roof line of the residence to the south and the existing landscaping.
	Description: View looking south from the existing rear parking lot onto the roof of the house to the south.
	Description: View looking northeast toward the commercial development across Olive Boulevard looking northeast.



Description: View looking northwest towards the residential structures across Olive Boulevard that have been converted to a commercial use.

SECTION 405.360: "GC" GENERAL COMMERCIAL DISTRICT

E. Dimensional Regulations. The following area and yard regulations apply in the "GC" General Commercial District.

1. Minimum district size. The minimum district size shall be five (5) acres. Such a district may consist of a single tract of land or two (2) or more contiguous tracts of land that are at least five (5) acres combined. In addition, a tract of land that is less than five (5) acres may be zoned "GC" General Commercial District when it is contiguous to an existing "GC" District.

2. Lot size requirements.

a. Minimum lot area. One-half (½) acre (twenty-one thousand seven hundred eighty (21,780) square feet).

b. Minimum lot width. Seventy-five (75) feet.

c. Minimum lot depth. One hundred fifty (150) feet.

3. Building bulk regulations.

a. Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.

b. Maximum site coverage. Sixty-three percent (63%). The Planning and Zoning Commission may, in its discretion, allow the permitted coverage to be increased as a bonus by an additional factor (not to exceed a total of seventy percent (70%) site coverage) in consideration of special or outstanding landscape and site planning features as demonstrated by a site development plan submitted in accordance with Section 405.1080. The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:

(1) Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;

(2) Objects of art or beautification; statuary or other unique visual features;

(3) Burial of overhead transmission lines and removal of utility poles.

c. Maximum floor area ratio. Four-tenths (0.4).

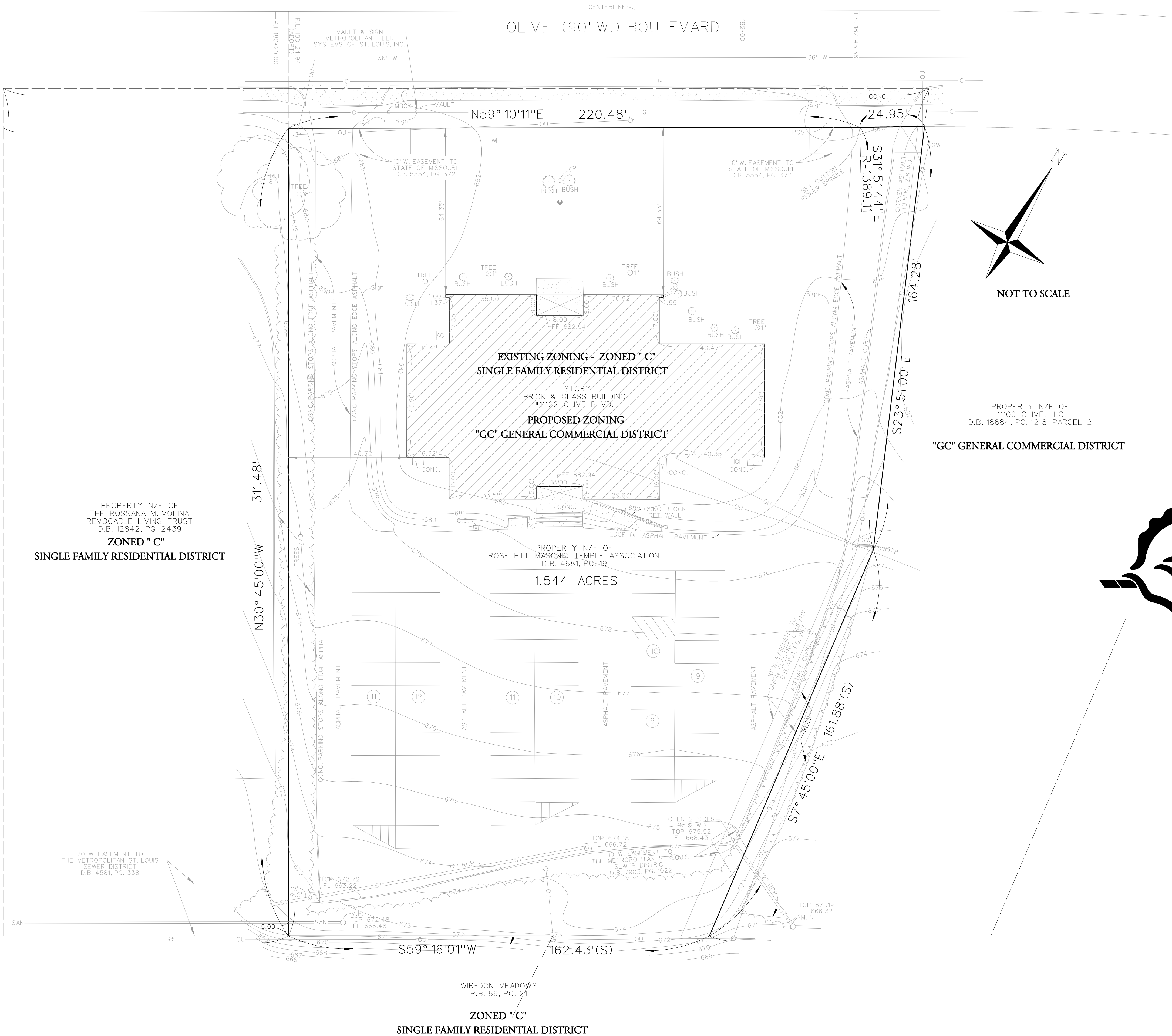
4. Yard and setback requirements.

a. Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.

b. Minimum side yard. Twelve (12) feet.

c. Minimum rear yard. Twenty (20) feet.

d. Buffer yards. Notwithstanding the provisions of Sections 405.360(E)(4)(b) and 405.360(E)(4)(c) above, any tract or site abutting or adjoining a single-family residential zoning district shall provide a buffer yard of twenty (20) feet on all sides that abut the single-family district. The minimum required buffer yard shall be increased in five (5) foot increments, up to a maximum of forty (40) feet, for each acre of the subject property over two (2) acres in area. All acreage shall be rounded up to the next whole number for buffer yard calculation purposes. The buffer yard shall not contain any impervious surface and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.



BROWNSTONE PROPERTIES, LLC
635 TRADE CENTER BLVD
CHESTERFIELD, MO 63005

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
10849 Indian Head Indt. Blvd.
St. Louis, MO 63122
314.426.8212 Main
314.890.1250 Fax
www.volzinc.com

1112 Olive Boulevard
Creve Coeur, MO 63141

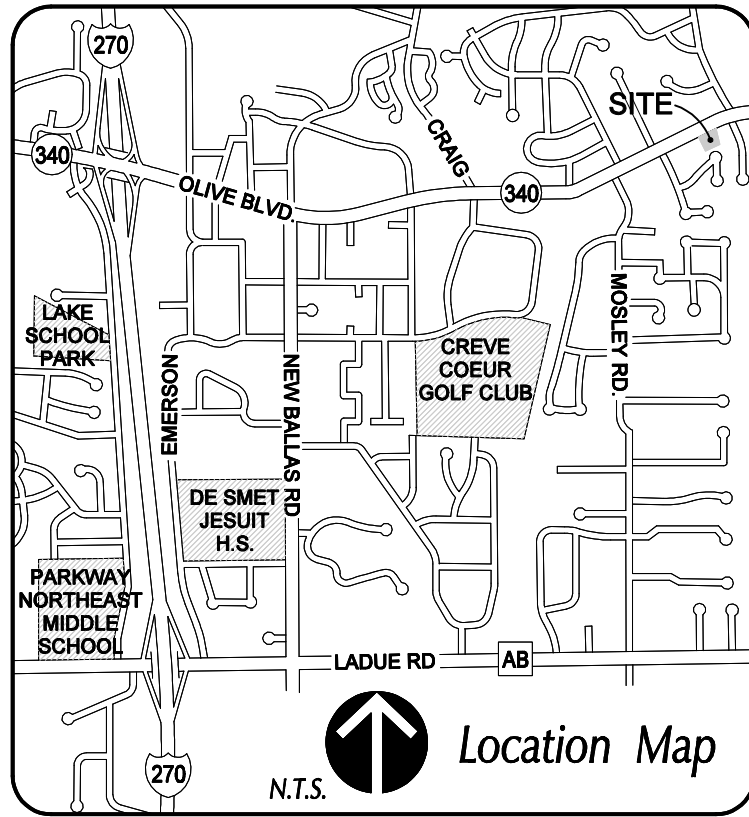
THE Goddard School
FOR EARLY CHILDHOOD DEVELOPMENT

ZONING EXHIBIT

10764-0

10-07-2011

1



SYMBOL	DESCRIPTION
---	BUILDING LINE
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	EXISTING TREE LINE
---	PROPOSED TREE LINE
---	TREES TO REMAIN

PROJECT NOTES:

Locator Numbers and Addresses: 17n 54 0013 - 11122 Olive Boulevard

Owner of Record: Rose Hill Masonic Temple Association
11122 Olive Boulevard
St. Louis, MO 63141

Prepared By: Volz Incorporated
10849 Indian Head Ind'l Blvd.
St. Louis, Missouri 63132

Prepared For: Brownstone Properties, LLC
635 Trade Center Blvd.
Chesterfield, MO 63005

Area of Site: 67,234 s.f. = 1.544 Acres

Existing Zoning: C - Single Family Residential District

Proposed Zoning: GC - General Commercial

Proposed Uses: School - Early Childhood Development

Stormwater Management Calculations:

Total Acres:	1.544 Acres
Existing Impervious:	+/- 57.31% = 2.71 PI
Proposed Impervious:	+/- 58.36% = 2.73 PI
Differential Runoff:	1.544 Acres (2.73 - 2.71) = 0.03 cfs

Water Quality (WQv): Site Disturbance = 40,584 s.f. = 0.93 Ac (Less than 1 Ac)

Channel Protection (Cpv): Property = 1.544 Ac (Less than 5 Ac)

Flood Protection (Op): Diff. Runoff = 0.03 cfs (Less than 2cfs)

Thus, no Stormwater Management Improvements are required.

Parking Calculations: 1.5 spaces per staff persons X 21 staff = 32 spaces Required
Total parking spaces proposed = 41 spaces (2 Handicap Spaces)

Site Coverage: 63% Max. Impervious Allowed
Area of Site: 1.544 Acres = 67,234 s.f.
Impervious Area: 39,808 s.f.
Green Space: 27,426 s.f.

Floor Area Ratio: 10,034 s.f. = 14.92% FAR (40% Allowed)
67,234 s.f.

Tree Preservation: All Existing Trees to Remain (No tree clearing proposed)

Benchmark: St. Louis Co. Benchmark 13-197, "U" on the end of the north curb at the north entrance to Fairways Subdivision; 27' west of the centerline of Mosley Road and 12' north of the centerline of Fairways Circle. Elevation = 673.77' (NGVD '29)

GENERAL NOTES:

- Sanitary sewer connection shall be approved by Metropolitan St. Louis Sewer District.
- Stormwater Management Improvements shall be designed pursuant to the City of Creve Coeur standards and Metropolitan St. Louis Sewer District requirements and discharge at an adequate natural discharge point. Sinkholes are not adequate natural discharge points.
- The location of storm and sanitary sewer improvements are approximate only. Actual locations shall be determined by field conditions and shall be indicated on the Improvement Plans.
- Grading and drainage shall be per city of Creve Coeur standards and Metropolitan St. Louis Sewer District requirements.
- Landscaping will be provided as required by city of Creve Coeur.
- Slope shall not exceed 3 (horizontal) : to 1 (vertical), unless supported by geotechnical report and approved by the city of Creve Coeur standards.
- Setbacks and buffers for GC zoning per City Code of Ordinances.
- Site Coverage for GC zoning is 63% maximum excluding sidewalks and playgrounds.
- The proposed light standards shall be in compliance to the city of Creve Coeur's Lighting Code.
- The underground utilities shown herein were plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities shown or not shown and shall be located in excavation or construction of improvements in the field prior to any grading. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMO.

THIS SITE IS IN THE FOLLOWING DISTRICTS:

Metropolitan St. Louis Sewer District
Creve Coeur Fire Protection District
Parkway School District
Creve Coeur Creek Watershed

THIS SITE IS IN THE FOLLOWING UTILITY SERVICE AREAS:

Ameren UE
Laclede Gas Company
Missouri American Water Company
Charter Communications (cable TV)
AT&T Telephone Company

By order of Brownstone Properties, L.L.C., we have prepared a Preliminary Plat, the results of which are currently represented on this drawing, which is a Preliminary Plat - NOT FOR CONSTRUCTION - and was prepared for the sole limited purpose of providing a concept for the proposed development of the tract and is intended only for the preliminary use of governmental reviewing authorities for the purpose of obtaining approval of a concept and is subject to such communications or revisions as may be deemed necessary or appropriate in furtherance of such purposes.

In preparation of this plan, no grading balances have been done and this concept plan is subject to that which a more detailed evaluation may indicate. Soils and subsurface information have not been taken into account. Boundary lines shown are per Boundary and Topographic Survey prepared by Volz, Inc. Intersection site distance has not been examined. The capacity and availability of utilities are taken from available information without verification. The undersigned disclaims responsibility for the accuracy of the aforesaid matters and/or diligence that would be necessary to address all other issues of development.

Daniel R Koziatek, P.E.
Professional Engineer
PE-200401718

Richard G. Norvell, P.L.S.
Prof. Land Surveyor
MO P.L.S. #200500077

LOT 36

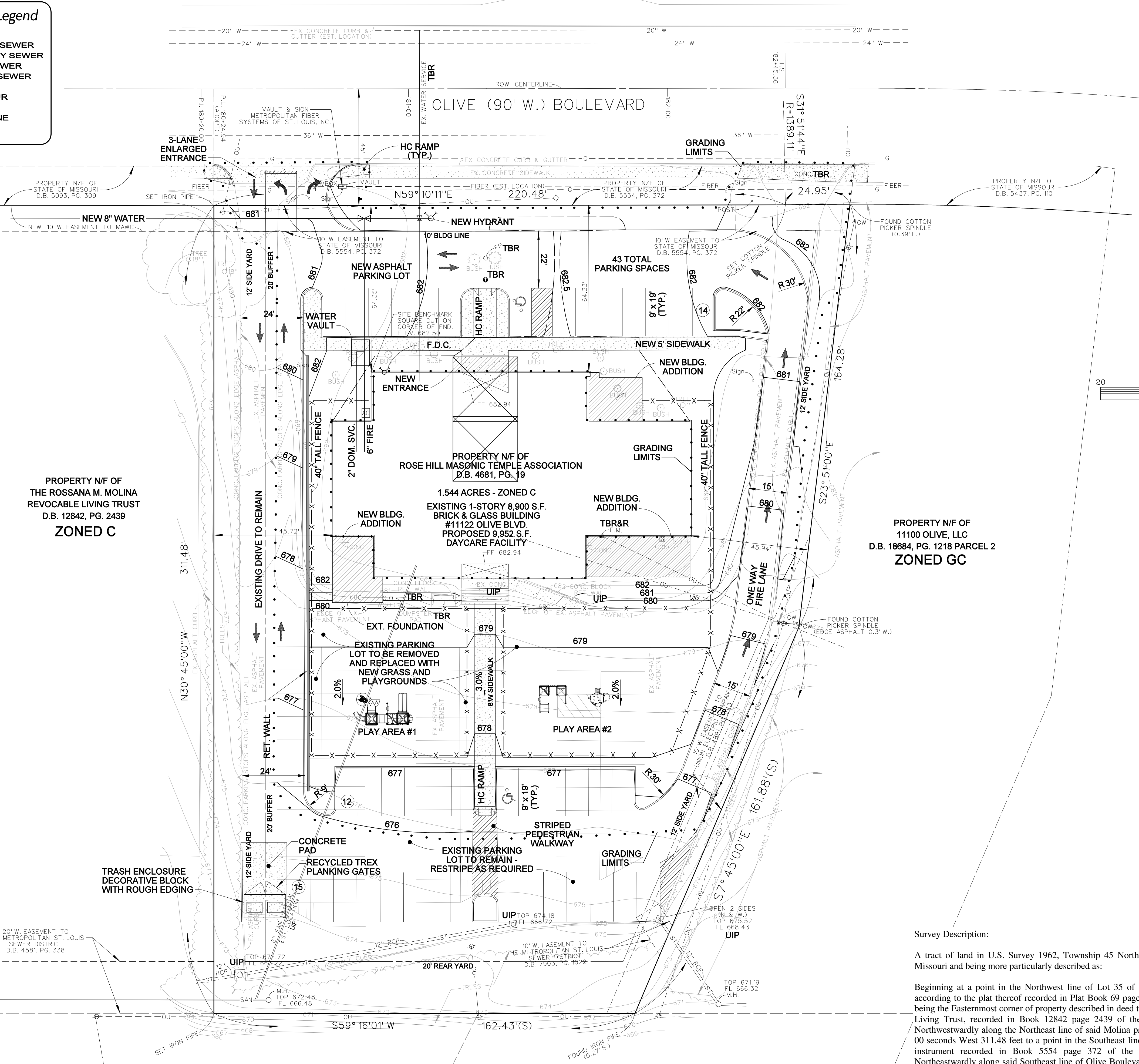
LOT 35

PROPERTY N/F OF
LARRY M. MAURER &
PAULINE M. MAURER, TRUSTEES
D.B. 16550, PG. 2044
ZONED C

"WIR-DON MEADOWS"
P.B. 69, PG. 21

LOT 34

PROPERTY N/F OF
KENNETH W. ROHAN, TRUSTEE, ETAL.
D.B. 11838, PG. 2176
ZONED C



Survey Description:

A tract of land in U.S. Survey 1962, Township 45 North - Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at a point in the Northwest line of Lot 35 of "Wir-Don Meadows", a subdivision according to the plat thereof recorded in Plat Book 69 page 21 of the St. Louis County records, being the Easternmost corner of property described in deed to The Rossana M. Molina Revocable Living Trust, recorded in Book 12842 page 2439 of the St. Louis County records; thence Northwestwardly along the Northeast line of said Molina property North 30 degrees 45 minutes 00 seconds West 311.48 feet to a point in the Southeast line of Olive Boulevard, as widened by instrument recorded in Book 5554 page 372 of the St. Louis County records; thence Northeastwardly along said Southeast line of Olive Boulevard, as widened, North 59 degrees 10 minutes 11 seconds East 220.48 feet and along a curve to the right whose radius point bears South 31 degrees 51 minutes 44 seconds East 1389.11 feet from the last mentioned point, a distance of 24.95 feet to its intersection with the West line of property described in Parcel 2 of deed to 11100 Olive, LLC recorded in Book 18684 page 1218 of the St. Louis County records; thence Southwardly along the West line of said 11100 Olive, LLC property South 23 degrees 51 minutes 00 seconds East 164.28 feet and South 7 degrees 45 minutes 00 seconds East 161.88 feet to a point in the Northwest line of Lot 34 of aforesaid "Wir-Don Meadows"; thence Southwestwardly along the Northwest line of Lots 34 and 35 of said "Wir-Don Meadows" South 59 degrees 16 minutes 01 second West 162.43 feet to the point of beginning and containing 1.544 acres according to a survey by Volz Incorporated during August, 2011.

SITE DEVELOPMENT PLAN/
PRELIMINARY PLAT

10764-0

REVISIONS

10-07-2011

1

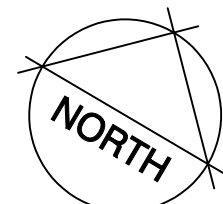
BROWNSTONE
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VOLZ
Incorporated

1112 Olive Boulevard
Creve Coeur, MO 63141

THE **Goddard School**
FOR EARLY CHILDHOOD DEVELOPMENT



0 20 40 60 feet
SCALE: 1" = 20'

A Development of:
AJ BROWN CONSTRUCTION, INC.
635 Trade Center Boulevard
Chesterfield, MO 63005
636-537-3636

LANDSCAPE GUIDELINE SPECS:

GENERAL:

- All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public.
- The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
- Underground facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call 1-800-DIG-RTIE).
- Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
- It shall be the landscape contractor's responsibility to:
 - Verify all existing and proposed features shown on the drawings prior to commencement of work.
 - Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
 - Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
- Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
- Provide single-stem trees unless otherwise noted in plant schedule.
- All plant material shall comply with the recommendations and requirements of ANSI Z601 "American Standards for Nursery Stock".
- It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
- All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
- All plant material to be transplanted shall be transplanted according to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.

INSURANCE:

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

MULCH:

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

MAINTENANCE:

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

TOPSOIL:

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

MISC. MATERIAL:

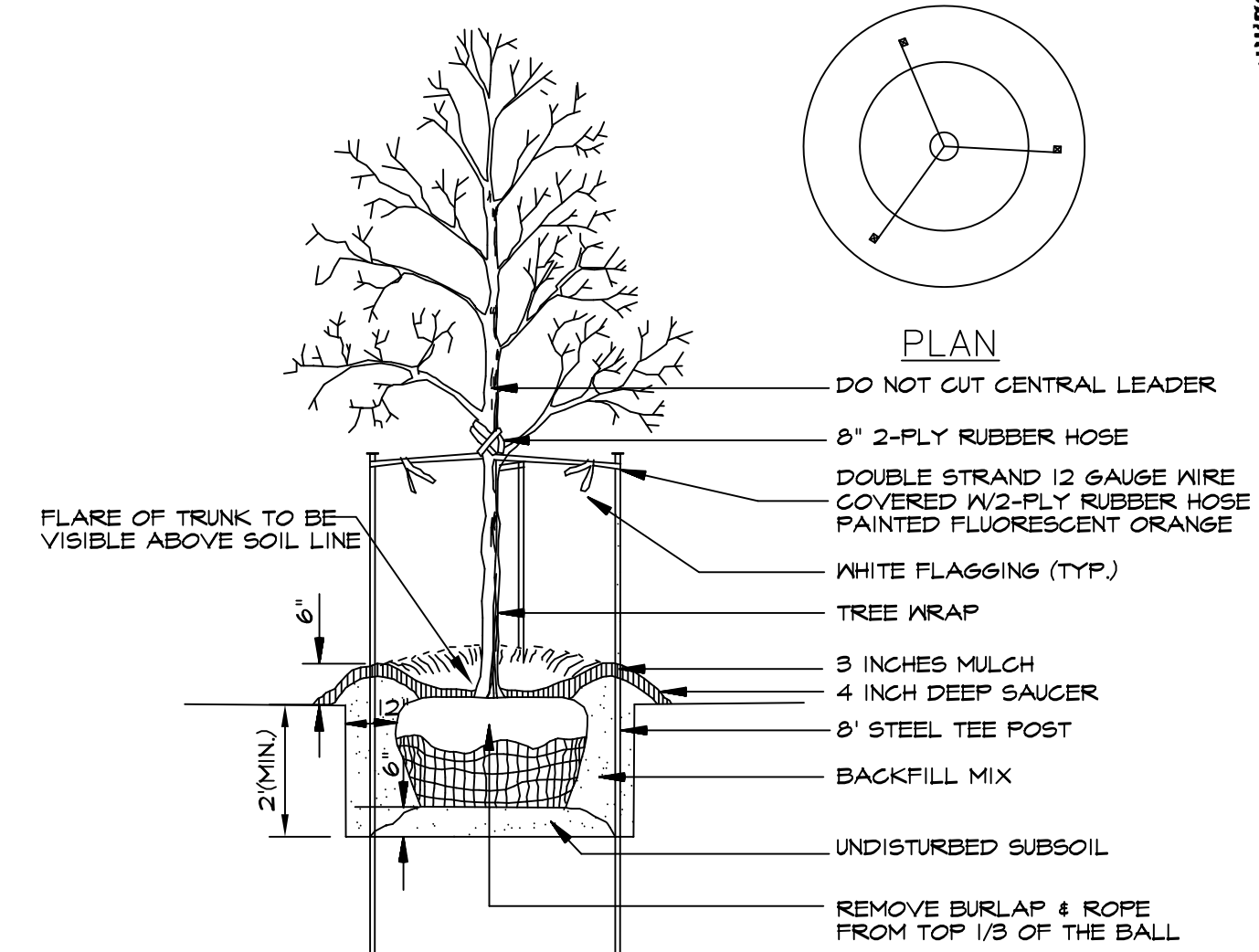
- Provide stakes and deadmen of sound, new hardwood, free of knots and defects.
- Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

TURF:

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

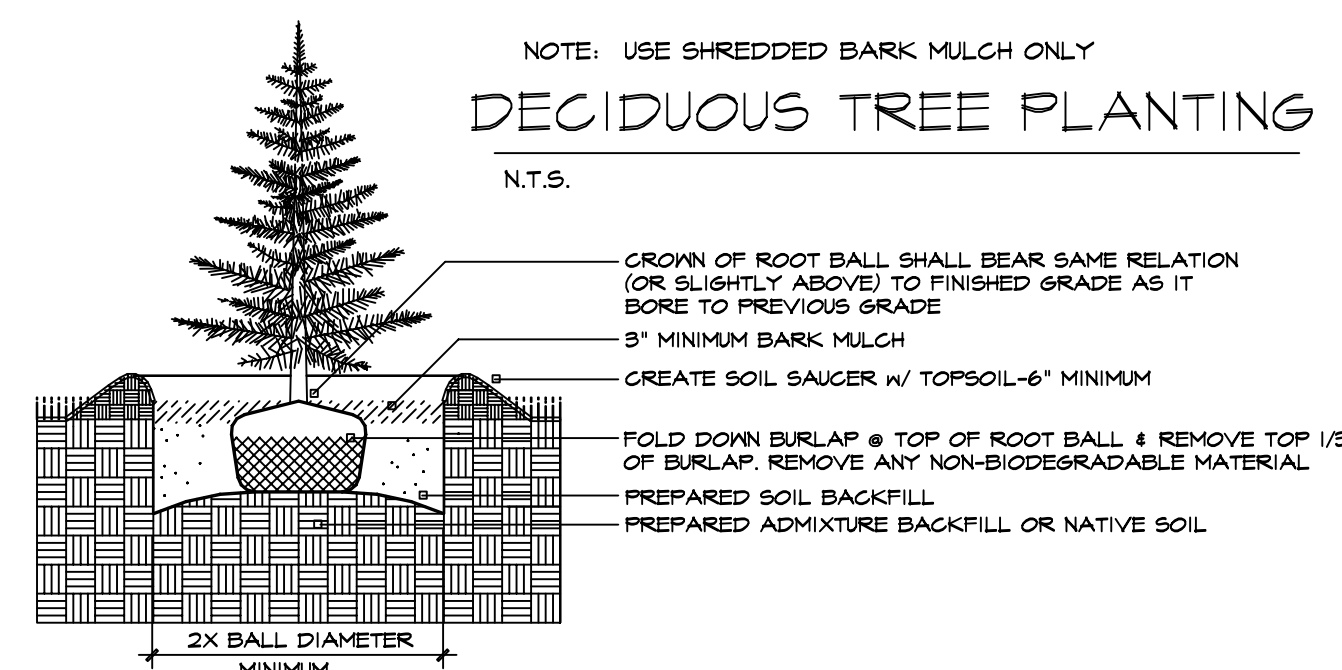
WARRANTY:

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



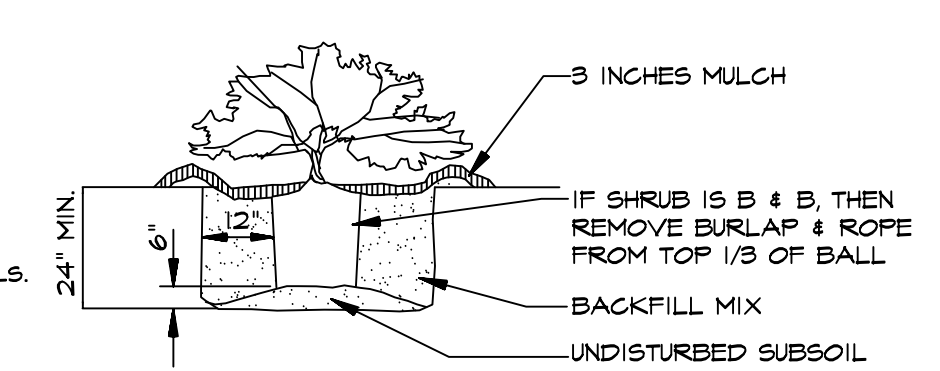
DECIDUOUS TREE PLANTING

N.T.S.



EVERGREEN TREE PLANTING

N.T.S.



NOTE: USE SHREDDED BARK MULCH ONLY

SHRUB PLANTING

N.T.S.

PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
GL	2	Greenspire Littleleaf Linden / <i>Tilia cordata</i> 'Greenspire'	3" Cal.
SAW	1	Sawtooth Oak / <i>Quercus acutissima</i>	3" Cal.
SNO	2	Swamp White Oak / <i>Quercus bicolor</i>	3" Cal.
AFRM	3	'Autumn Flame' Maple / <i>Acer rubrum</i> 'Autumn Flame'	3" Cal.
RSM	1	'Red Sunset' Maple / <i>Acer rubrum</i> 'Franksred'	3" Cal.
SHL	2	'Skyline' Locust / <i>Gleditsia triacanthos</i> 'Skyline'	3" Cal.
EVERGREEN TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
NS	2	Norway Spruce / <i>Picea abies</i>	6'-7'
FLOWERING TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
RB	3	Redbud / <i>Cercis canadensis</i>	2" Cal.
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE
RTD	4	Bailey's Red-bellied Dogwood / <i>Cornus sericea</i> 'Cardinal'	5 gal
NINE	13	Diablo Purple Ninebark / <i>Physocarpus opulifolius</i> 'Diablo' TM	5 gal
DKL	6	Dwarf Korean Lilac / <i>Syringa meyeri</i> 'Palibin'	5 gal
GVB	13	Green Velvet Boxwood / <i>Buxus</i> 'Green Velvet'	5 gal
IT	6	Little Henry Sweetspire / <i>Itea virginica</i> 'Little Henry'	5 gal
BUTT-PC	1	Peacock Butterflybush / <i>Buddleia davidii</i> 'Peacock'	5 gal
TAUY	10	Tauton Yew / <i>Taxus x media</i> 'Tauntani'	5 gal
CLE	14	'Hummingbird' Summersweet / <i>Clethra alnifolia</i> 'Hummingbird'	5 gal
ANNUALS/PERENNIALS	QTY	COMMON NAME / BOTANICAL NAME	SIZE
HRD	19	Happy Returns Daylily / <i>Hemerocallis</i> hybrid 'Happy Returns'	1 gal
VL	35	Variegated Lily Turf / <i>Liriope muscari</i> 'Variegata'	1 gal

LANDSCAPE REQUIREMENTS:

ONE (1) STREET TREE PER 30' OF FRONTAGE
201.75 LF FRONTAGE; THEREFORE, 7 TREES REQUIRED & PROVIDED

ONE (1) TREE PER 100' OF PARKING ROW
144.00 LF PARKING ROW; EXISTING TREES TO BE RETAINED & MEET REQUIREMENTS

425 SQ. FT. OF INTERIOR PARKING GREEN SPACE IS REQUIRED & PROVIDED (41.67% GREEN SPACE IS PROVIDED THROUGHOUT SITE)

IN-GROUND, AUTOMATIC IRRIGATION SYSTEM IS REQUIRED AND WILL BE PROVIDED AS A CONDITION OF DEVELOPMENT (By Others)

PLANT SPACINGS AS PER PLAN

2" MULCH INSTALLED BEFORE PLANTING

PREPARE BED AS PER WRITTEN SPECIFICATION

PERENNIAL / ANNUAL PLANTING

N.T.S.

SPADE-EDGE OF PLANTING BED

3" SHREDDED HARDWOOD BARK MULCH

PREPARED PLANTING BED. SEE SHRUB PLANTING FOR DETAILS.

EXISTING SUB-SOIL

SPADE-CUT EDGE DETAIL

N.T.S.

General Contractor:
A.J. Brown, Inc.
Construction Services
635 Trade Center Boulevard
Chesterfield, Missouri 63005
Structural Engineer:



Proposed New Facility for..

1122 Olive Blvd.
Creve Coeur, Missouri

ISSUE DATES:
CITY SUBMITTAL: 09-28-11

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STATE OF MISSOURI REGISTERED ARCHITECT:
DAVID WILLIAM DIAL - LICENSE NUMBER A-7331
DAVID W. DIAL ARCHITECTS, P.C.
ARCHITECTURAL CORPORATION #2000149091

THE ARCHITECTS SEAL AFFIXED TO THIS SHEET
INDICATES THAT THE NAMED ARCHITECT HAS
PREPARED OR DIRECTED THE PREPARATION OF THE
MATERIAL SHOWN ONLY ON THIS SHEET. OTHER
DRAWINGS AND DOCUMENTS, NOT EXHIBITING THIS
SEAL, SHALL NOT BE CONSIDERED PREPARED BY
OR THE RESPONSIBILITY OF THE UNDERSIGNED.

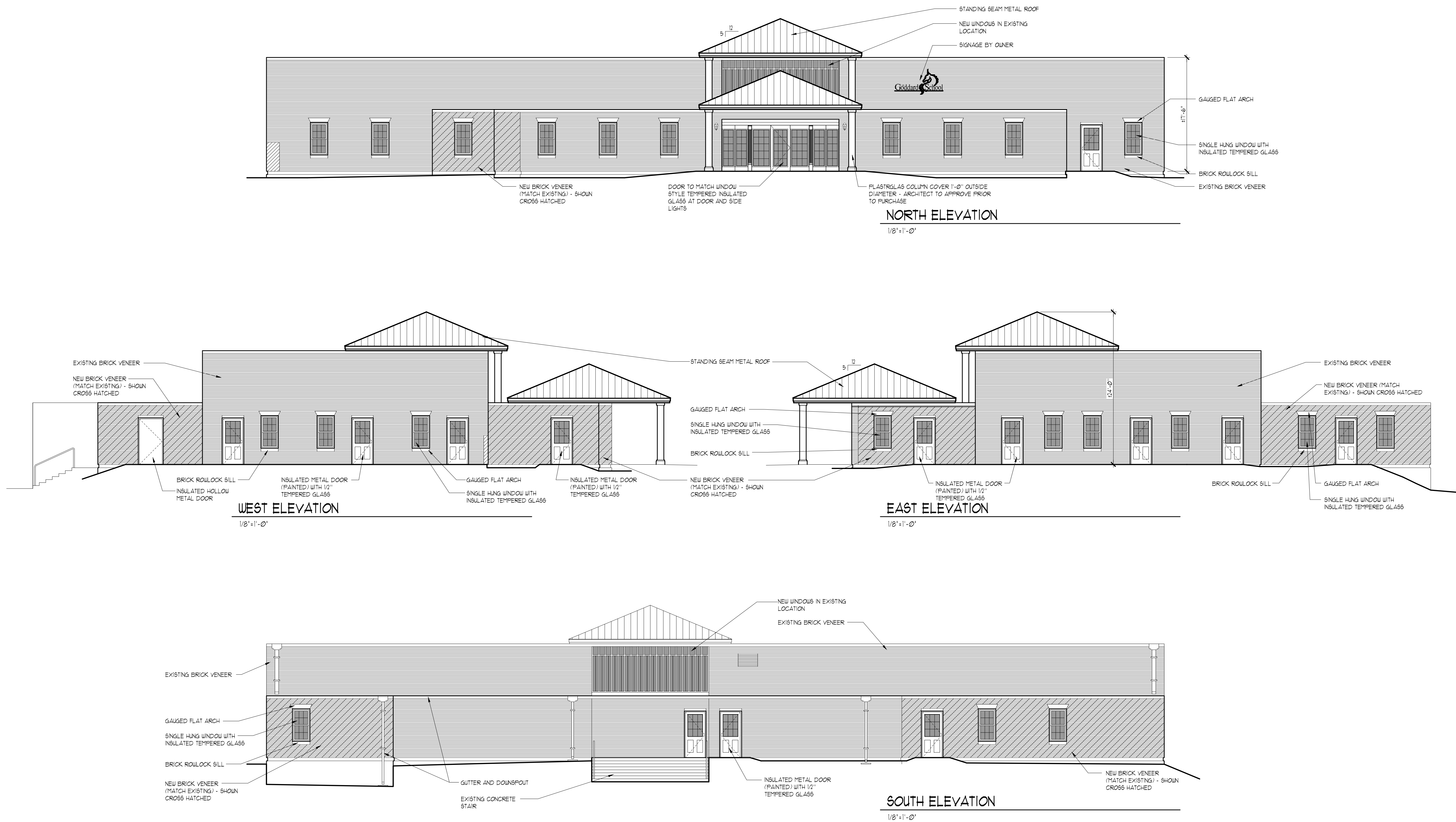


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14368 Manchester Road
Suite 300
Manchester, Missouri 63011
Phone (636) 230-0400
Fax (636) 230-0401
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SHEET NUMBER:

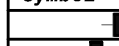
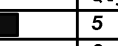
ELEVATIONS

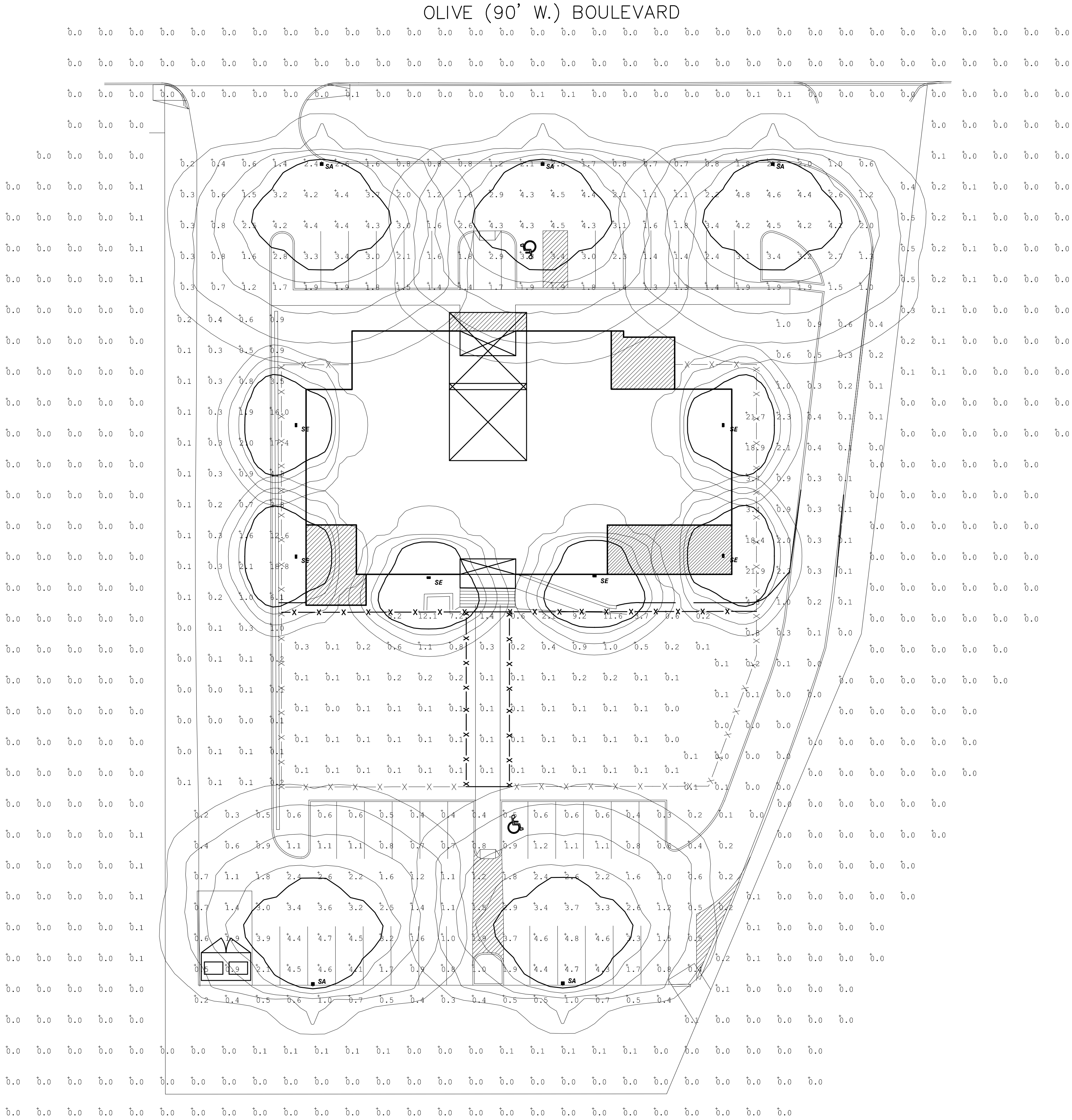
PROJECT NUMBER: 11220 DATE: 09-28-11



CALCULATIONS BASED ON A 20'-0" MOUNTING HEIGHT

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVEWAY	Illuminance	Fc	1.60	18.8	0.0	N.A.	N.A.
DRIVEWAY 2	Illuminance	Fc	1.75	21.9	0.0	N.A.	N.A.
PARKING AREA ONE	Illuminance	Fc	2.24	4.8	0.2	11.20	24.00
PARKING AREA TWO	Illuminance	Fc	1.53	4.8	0.0	N.A.	N.A.
PLAYAREA	Illuminance	Fc	0.86	12.1	0.0	N.A.	N.A.
SPILL LIGHT	Illuminance	Fc	0.01	0.5	0.0	N.A.	N.A.

Luminaire Schedule		Arrangement		Total Lamp Lumens	LLF	Description
Symbol	Qty	Label				
	5	SA	SINGLE	22000	0.790	MPTR-SL-250
	6	SE	SINGLE	14000	0.790	MHP-W-175



PARKING PHOTOMETRIX PLAN

1"=20'

General Contractor:

A.J. Brown, Inc.
Construction Services
635 Trade Center Boulevard
Chesterfield, Missouri 63005

Structural Engineer:



FOR EARLY CHILDHOOD DEVELOPMENT

Quality That Lasts A Lifetime

Proposed New Facility for..

1122 Olive Blvd.
Creve Coeur, Missouri

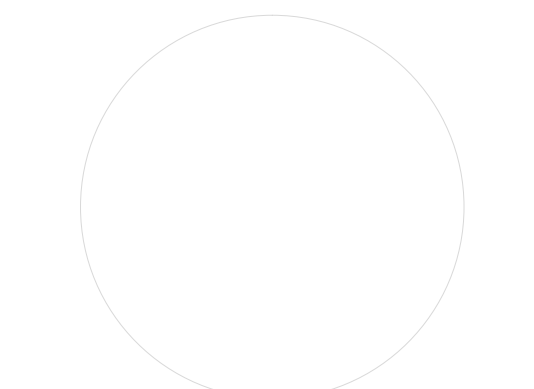
ISSUE DATES:

CITY SUBMITTAL:

10-07-11

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DAVID WILLIAM DIAL - LICENSE NUMBER A-7331
DAVID W. DIAL ARCHITECTS, P.C.
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DAVID W. DIAL ARCHITECTS, P.C.

14368 Manchester Road
Suite 300
Manchester, Missouri 63011
Phone (636) 230-0400
Fax (636) 230-0401
www.dialarchitects.com

SHEET NUMBER:

PHOTOMETRIX

PROJECT NUMBER: 11220

DATE: 10-07-11

DESCRIPTION

The Lumark Tribute Pole/Fixture Combo features all you need for easy selection and installation for poles and fixtures. Including the quality, die-cast Tribute area luminaire and 8" arm complete with lamp, square straight steel pole and necessary anchorage. Available in single or dual fixture combinations.

The Tribute/Pole Combo is ideal for parking areas, access roadways and other general off street area/site lighting applications.

Catalog #	Type
Project	
Comments	Date
Prepared by	

SPECIFICATION FEATURES

Construction

Rugged one-piece die-cast aluminum housing and door frame finished in dark bronze polyester powder paint. One-piece silicone gasket protects the optical chamber from performance degrading contaminants. One (1) stainless spring latch and two (2) stainless steel hinges allow toolless opening and removal of door frame. U.L. Listed and CSA certified for wet locations.

Reflector

Hydroformed anodized aluminum reflector offered in an adjustable Type II/III or a Type IV distribution. Optical modules are field rotatable in 90° increments and offered standard with medium or mogul-base lampholders.

Electrical

Ballast and related electrical componentry are hard mounted to die-cast housing for optimal heat transfer and operating efficiency.

Mounting

Extruded 8" aluminum arm features internal bolt guides for easy positioning of fixture during installation to pole.

Finish

Housing and arm finished in a 5 stage premium TGIC bronze polyester powder coat paint.

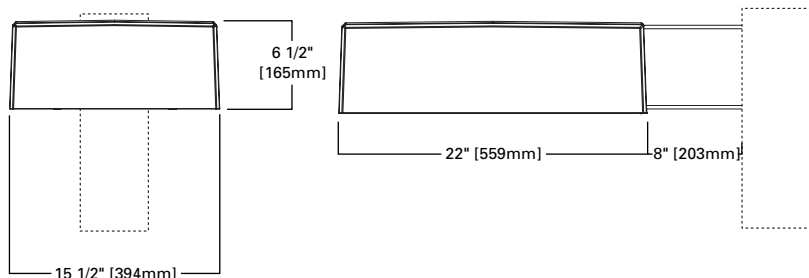
Pole

Shaft is one piece construction ASTM A500 grade "B" steel, shot blasted and finished in dark bronze polyester powder coat. Anchor base is fabricated from ASTM grade steel. ASTM A366 steel full base cover is provided to enclose base plate and anchor bolts. Anchor bolts are per ASTM A576 with (2) nuts, (2) flat washers, and (1) lock washer. Hardware and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt. 4" hook for 1" bolt.



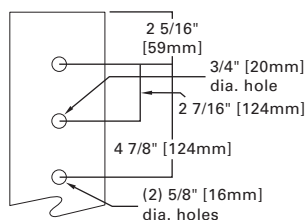
LAMP TYPE	WATTAGE
Pulse Start Metal Halide (MP)	150, 250, 320, 400W
High Pressure Sodium (HP)	150, 250, 400W

DIMENSIONS

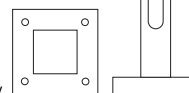


DRILLING PATTERNS

TYPE "M"



Base View



TECHNICAL DATA (Fixture)

U.L. Wet Location Listed
CSA Certified
EISA Compliant (E)

ENERGY DATA

Hi-Reactance Ballast Input Watts

150W HPS HPF (190 Watts)
150W MP HPF (185 Watts)

CWA Ballast Input Watts

250W MP HPF (283 Watts) (E)
250W HPS HPF (295 Watts)
320W MP HPF (365 Watts) (E)
400W MP HPF (452 Watts) (E)
400W HPS HPF (465 Watts)

EPA

Effective Projected Area: (Sq. Ft.)
Single: 1.62
Dual: 3.24

SHIPPING DATA

Approximate Net Weight:
39 lbs. (17.73 kg.)



PFT TRIBUTE AND POLE COMBO

150 - 400 W
High Pressure Sodium
Pulse Start Metal Halide

15' - 30'
Square Straight
Steel Pole

**POLE AND FIXTURE
COMBO**

ORDERING INFORMATION

PFT TRIBUTE AND POLE COMBO

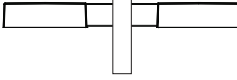
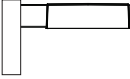
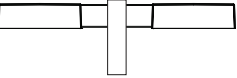
Sample Number: PFT1153H159N/AB

Series PFT=Tribute Pole Combo	Number of Fixtures 1=1 2=2	Lamp Wattage 15=150W 25=250W 32=320W 40=400W	Distribution 23=Type II/III 4F=Type IV Formed	Lamp Type ¹ P= Pulse Start Metal Halide H= High Pressure Sodium	Pole Height 15=15' 20=20' 25=25' 30=30'	Zone 9=90 MPH Wind Zone 0=100 MPH Wind Zone	Options ² N/AB=No Anchor Bolts (Used when ordered separately)

Notes: 1 8 inch arm and pole adapter included with fixture. Lamp Included with all PFT configurations.

2 N/AB models available by specifying N/AB (IE: PFT11523P15N/AB).

* Note: Supplied with Multi-Tap ballast 120/208/240/277 (wired 277V) with square straight steel shaft, anchor bolts, template, base cover and hardware.

Lamp Source/Number of Fixtures	Pole Height	Wattage	Distribution	80 MPH	90 MPH ¹	100 MPH ¹
HIGH PRESSURE SODIUM (HPS)						
Single Fixture 	15' Pole	150W HPS	Type II/III Type IV	PFT11523H15 ² PFT1154FH15 ²	PFT11523H15 ² PFT1154FH15 ²	PFT11523H15 ² PFT1154FH15 ²
	20' Pole	250W HPS	Type II/III Type IV	PFT12523H20 ² PFT1254FH20 ²	PFT12523H20 ² PFT1254FH20 ²	PFT12523H20 ² PFT1254FH20 ²
		400W HPS	Type II/III Type IV	PFT14023H20 ² PFT1404FH20 ²	PFT14023H20 ² PFT1404FH20 ²	PFT14023H20 ² PFT1404FH20 ²
	25' Pole	250W HPS	Type II/III Type IV	PFT12523H25 ² PFT1254FH25 ²	PFT12523H25 ² PFT1254FH25 ²	PFT12523H25 ² PFT1254FH25 ²
		400W HPS	Type II/III Type IV	PFT14023H25 ² PFT1404FH25 ²	PFT14023H25 ² PFT1404FH25 ²	PFT14023H25 ² PFT1404FH25 ²
	30' Pole	250W HPS	Type II/III Type IV	PFT12523H30 ³ PFT1254FH30 ³	PFT12523H30 ³ PFT1254FH30 ³	PFT12523H30 ⁴ PFT1254FH30 ⁴
		400W HPS	Type II/III Type IV	PFT14023H30 ³ PFT1404FH30 ³	PFT14023H30 ³ PFT1404FH30 ³	PFT14023H30 ⁴ PFT1404FH30 ⁴
	Dual Fixture 	15' Pole	Type II/III Type IV	PFT21523H15 ² PFT2154FH15 ²	PFT21523H15 ² PFT2154FH15 ²	PFT21523H15 ² PFT2154FH15 ²
		250W HPS	Type II/III Type IV	PFT22523H20 ² PFT2254FH20 ²	PFT22523H20 ² PFT2254FH20 ²	PFT22523H20 ² PFT2254FH20 ²
		400W HPS	Type II/III Type IV	PFT24023H20 ² PFT2404FH20 ²	PFT24023H20 ² PFT2404FH20 ²	PFT24023H20 ² PFT2404FH20 ²
Single Fixture 	25' Pole	250W HPS	Type II/III Type IV	PFT22523H25 ² PFT2254FH25 ²	PFT22523H25 ² PFT2254FH25 ²	PFT22523H25 ³ PFT2254FH25 ³
		400W HPS	Type II/III Type IV	PFT24023H25 ² PFT2404FH25 ²	PFT24023H25 ² PFT2404FH25 ²	PFT24023H25 ³ PFT2404FH25 ³
	30' Pole	250W HPS	Type II/III Type IV	PFT22523H30 ³ PFT2254FH30 ³	PFT22523H30 ⁴ PFT2254FH30 ⁴	PFT22523H30 ⁵ PFT2254FH30 ⁵
		400W HPS	Type II/III Type IV	PFT24023H30 ³ PFT2404FH30 ³	PFT24023H30 ⁴ PFT2404FH30 ⁴	PFT24023H30 ⁵ PFT2404FH30 ⁵
	15' Pole	150W PSMH	Type II/III Type IV	PFT11523P15 ² PFT1154FP15 ²	PFT11523P15 ² PFT1154FP15 ²	PFT11523P15 ² PFT1154FP15 ²
	20' Pole	250W PSMH	Type II/III Type IV	PFT12523P20 ² PFT1254FP20 ²	PFT12523P20 ² PFT1254FP20 ²	PFT12523P20 ² PFT1254FP20 ²
		320W PSMH	Type II/III Type IV	PFT13223P20 ² PFT1324FP20 ²	PFT13223P20 ² PFT1324FP20 ²	PFT13223P20 ² PFT1324FP20 ²
		400W PSMH	Type II/III Type IV	PFT14023P20 ² PFT1404FP20 ²	PFT14023P20 ² PFT1404FP20 ²	PFT14023P20 ² PFT1404FP20 ²
	25' Pole	250W PSMH	Type II/III Type IV	PFT12523P25 ² PFT1254FP25 ²	PFT12523P25 ² PFT1254FP25 ²	PFT12523P25 ² PFT1254FP25 ²
		320W PSMH	Type II/III Type IV	PFT13223P25 ² PFT1324FP25 ²	PFT13223P25 ² PFT1324FP25 ²	PFT13223P25 ² PFT1324FP25 ²
		400W PSMH	Type II/III Type IV	PFT14023P25 ² PFT1404FP25 ²	PFT14023P25 ² PFT1404FP25 ²	PFT14023P25 ² PFT1404FP25 ²
	30' Pole	250W PSMH	Type II/III Type IV	PFT12523P30 ³ PFT1254FP30 ³	PFT12523P30 ³ PFT1254FP30 ³	PFT12523P30 ⁴ PFT1254FP30 ⁴
		320W PSMH	Type II/III Type IV	PFT13223P30 ³ PFT1324FP30 ³	PFT13223P30 ³ PFT1324FP30 ³	PFT13223P30 ⁴ PFT1324FP30 ⁴
		400W PSMH	Type II/III Type IV	PFT14023P30 ³ PFT1404FP30 ³	PFT14023P30 ³ PFT1404FP30 ³	PFT14023P30 ⁴ PFT1404FP30 ⁴
	Dual Fixture 	15' Pole	Type II/III Type IV	PFT21523P15 ² PFT2154FP15 ²	PFT21523P15 ² PFT2154FP15 ²	PFT21523P15 ² PFT2154FP15 ²
		250W PSMH	Type II/III Type IV	PFT22523P20 ² PFT2254FP20 ²	PFT22523P20 ² PFT2254FP20 ²	PFT22523P20 ² PFT2254FP20 ²
		320W PSMH	Type II/III Type IV	PFT23223P20 ² PFT2324FP20 ²	PFT23223P20 ² PFT2324FP20 ²	PFT23223P20 ² PFT2324FP20 ²
	25' Pole	250W PSMH	Type II/III Type IV	PFT22523P25 ² PFT2254FP25 ²	PFT22523P25 ² PFT2254FP25 ²	PFT22523P25 ³ PFT2254FP25 ³
		320W PSMH	Type II/III Type IV	PFT23223P25 ² PFT2324FP25 ²	PFT23223P25 ² PFT2324FP25 ²	PFT23223P25 ³ PFT2324FP25 ³
		400W PSMH	Type II/III Type IV	PFT24023P25 ² PFT2404FP25 ²	PFT24023P25 ² PFT2404FP25 ²	PFT24023P25 ³ PFT2404FP25 ³
	30' Pole	250W PSMH	Type II/III Type IV	PFT22523P30 ³ PFT2254FP30 ³	PFT22523P30 ⁴ PFT2254FP30 ⁴	PFT22523P30 ⁵ PFT2254FP30 ⁵
		320W PSMH	Type II/III Type IV	PFT23223P30 ³ PFT2324FP30 ³	PFT23223P30 ⁴ PFT2324FP30 ⁴	PFT23223P30 ⁵ PFT2324FP30 ⁵
		400W PSMH	Type II/III Type IV	PFT24023P30 ³ PFT2404FP30 ³	PFT24023P30 ⁴ PFT2404FP30 ⁴	PFT24023P30 ⁵ PFT2404FP30 ⁵

Refer to In Stock Guide for availability.

NOTES: 1 0 or 9 are noted where needed to designate a heavier gauge pole.

2 Supplied with 4A Square Straight Steel shaft (SSS), anchor bolts (AB1), template (TMP1) Hardware and base cover. 15' combo SSS4A15SFM4, 20' combo SSS4A20SFM4 and 25' combo SSS4A25SFM4.

3 Supplied with 5A Square Straight Steel shaft (SSS), anchor bolts (AB1), template (TMP1) Hardware and base cover. 25' combo SSS5A25SFM4 and 30' combo SSS5A30SFM4.

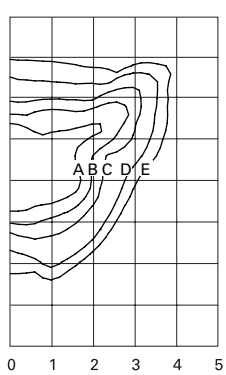
4 Supplied with 5M Square Straight Steel shaft (SSS), anchor bolts (AB1), template (TMP1) Hardware and base cover. 30' combo SSS5M30SFM4.

5 Supplied with 6M Square Straight Steel shaft (SSS), anchor bolts (AB3), template (TMP2) Hardware and base cover. 30' combo SSS6M30SFM4.

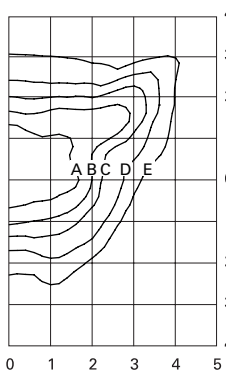
COOPER Lighting

www.cooperlighting.com

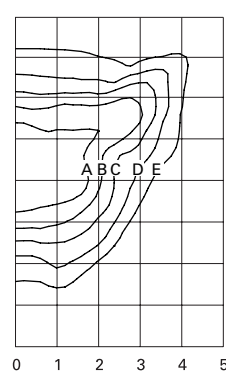
Specifications and Dimensions subject to change without notice.
Lumark • Customer First Center • 1121 Highway 74 South • Peachtree City, GA 30269 • TEL 770.486.4800 • FAX 770.486.4801ADH082319
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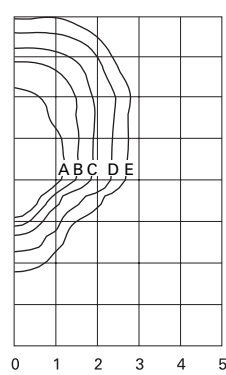
PFT12523P25
250—Watt MP
22,000—Lumen Clear Lamp
Type III Formed



PFT13223P25
320—Watt MP
30,000—Lumen Clear Lamp
Type III Formed



PFT14023P25
400—Watt MP
40,000—Lumen Clear Lamp
Type III Formed



PFT14023H25
400—Watt HP
50,000—Lumen Clear Lamp
Type IV

Footcandle Table
 Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mounting Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
20'	3.00	1.50	0.75	0.30	0.15
25'	2.00	1.00	0.50	0.20	0.10
30'	1.38	1.69	0.34	0.13	0.06

DESCRIPTION

The IMPACT Elite Quarter Sphere cutoff wall luminaire makes an ideal complement to site design. Rugged construction and full cutoff classified optics provide facade and security lighting for light restricted zones surrounding schools, office complexes, apartments, and recreational facilities. U.L. and cUL Listed for wet locations in down mount applications and damp locations in up mounted applications.

SPECIFICATION FEATURES

Construction

Two-piece die-cast aluminum housing and removable hinged door frame nests securely for precise tolerance control and repeatability. Hinged door frame inset for clean mating with housing surface and secured via two [2] captive stainless steel fasteners. Optional tamper resistant torx head fasteners [TR] offer vandal resistant access to the electrical compartment. 1/8" clear, heat and impact resistant tempered flat glass lens combined with molded silicone gasket to seal the integrated optical assembly while ensuring peak optical performance.

Electrical

Integral hard mount electrical components are secured and grounded within the die-cast aluminum housing for optimal heat sinking and extended component life. Minimum starting temperatures are -40°C (-40°F) for

HPS and -30°C (-22°F) for MP. Compact fluorescent luminaires feature electronic universal 120-277V high efficiency 50/60Hz ballast with -18°C (-0°F) minimum starting temperature. Available in 50-175W HID or 26-84W CF. Emergency power pack available for 26-64W CF.

Optical

Premium anodized 95% reflective aluminum optical assemblies provide high efficiency Type II distribution. Optional silk screened house side flat glass shield provides decreased wall brightness. All Impact Elite Wall Series luminaires classify as IESNA full cutoff in downlight applications.

Mounting

Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" system for fast

installation and mounting in both traditional downlighting [wet location] or inverted uplighting [damp location] mounting positions. Secured via two [2] captive corrosion resistant allen head set screws concealed from view, but accessible from bottom of fixture.

Finish

Housing and door are protected with 5-stage premium TGIC polyester powder coat paint. Premium TGIC powder coat finishes withstand extreme climate changes while providing optimal color and gloss retention over the fixture's installed life. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult McGraw-Edison Architectural Colors Brochure for complete selection.



ISS IMPACT ELITE QUARTER SPHERE

50 - 175W

Pulse Start Metal Halide

Metal Halide

High Pressure Sodium

26 - 84W

Compact Fluorescent

FULL CUTOFF
WALL MOUNT LUMINAIRE

**DARK SKY
COMPLIANT** **FCO**
Full Cutoff

NOTE: In downlight applications only.

TECHNICAL DATA

UL1598 Listed, CUL Listed
25°C Maximum Ambient Temperature
External Supply Wiring 90°C Minimum
Down Mounted—Wet Location
Up Mounted—Damp Location

ENERGY DATA

High Reactance Ballast Input Watts

50W HPS HPF (66 Watts)
50W MH HPF (72 Watts)
70W HPS HPF (91 Watts)
70W MH HPF (90 Watts)
100W HPS HPF (130 Watts)
100W MH HPF (129 Watts)
150W HPS HPF (190 Watts)
150W MH HPF (185 Watts)

CWA Ballast Input Watts

175W MH HPF (210 Watts)

Electronic Ballast Input Watts

26W CF HPF (29 Watts)
32W CF HPF (36 Watts)
42W CF HPF (46 Watts)
52W CF HPF (55 Watts)

SHIPPING DATA

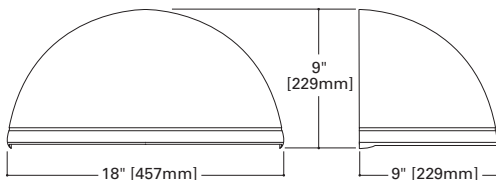
Approximate Net Weight:

18 lbs. (8 kgs.)



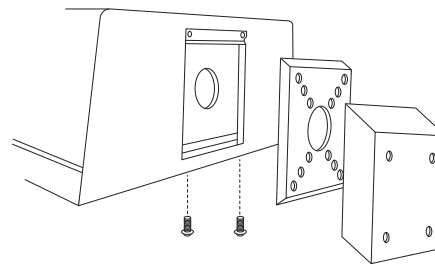
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STANDARD DIMENSIONS

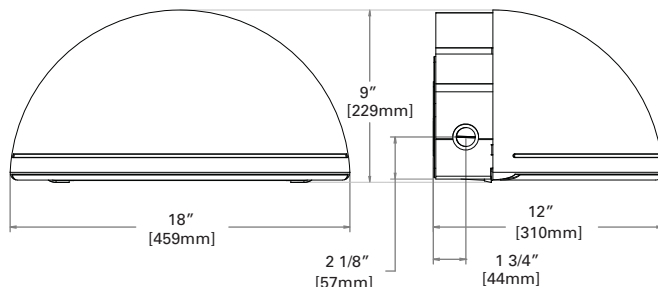


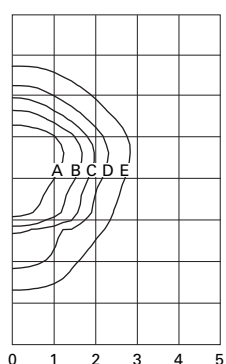
HOOK-N-LOCK MOUNTING

(Mounting attachment included. J-Box not included.)

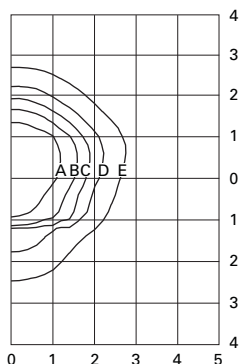


DIMENSIONS WITH BACK BOX

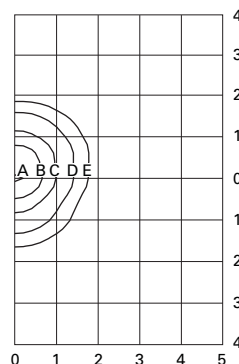


PHOTOMETRICS (Complete IES files available at www.cooperlighting.com)

ISS-150-MP-XX-2S
150—Watt MP
14,000—Lumen Clear Lamp



ISS-150-HPS-XX-2S
150—Watt HP
16,000—Lumen Clear Lamp



ISS-42-CF-XX-2S
42—Watt CF
3,200—Lumen Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mounting Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
150-MP / 150-HPS					
10'	7.20	2.88	1.44	0.72	0.29
12'	5.00	2.00	1.00	0.50	0.20
14'	3.65	1.46	0.73	0.37	0.07
42-CF					
18'	2.46	1.23	0.62	0.25	0.12
20'	2.00	1.00	0.50	0.20	0.10
25'	1.28	0.64	0.32	0.13	0.06

ORDERING INFORMATION

Sample Number: ISS-150-MP-120-2S-BZ

Product Family ISS=Impact Elite Small Quarter Sphere	Lamp Wattage ¹ MP 50=50W ² 70=70W ² 100=100W 150=150W HPS 50=50W ² 70=70W ² 100=100W 150=150W MH 175=175W ¹ CF 26=(1) 26W 32=(1) 32W 42=(1) 42W 52=(2) 26W 64=(2) 32W 84=(2) 42W	Lamp Type MP =Pulse Start Metal Halide HPS =High Pressure Sodium MH =Metal Halide ¹ CF =Compact Fluorescent Voltage ³ 120=120V 208=208V 240=240V 277=277V 347=347V 480=480V DT =Dual-Tap ⁴ MT =Multi-Tap ⁴ TT =Triple-Tap ⁴ E1 =Electronic (120-277V) ⁵	Distribution 2S =Type II Segmented Colors [add as suffix] AP =Grey BZ =Bronze BK =Black DP =Dark Platinum GM =Graphite Metallic WH =White	Options F =Single Fuse, Specify Voltage (120, 277, or 347V) ⁶ FF =Double Fuse, Specify Voltage (208, 240 or 277V) ⁶ P =Button Photocontrol (120, 208, 240 or 277V) ⁶ L =Lamp Included TR =Tamper Resistant Fasteners HS =House Side Shield Glass ⁵ PL =Polycarbonate Lens ^{5, 7} Q =Quartz Restrike (1) T4 Lamp ⁸ EM =Emergency Quartz Restrike (1) T4 Lamp with Time Delay Relay ⁸ EM/SC =Emergency Separate Circuit (1) T4 Lamp ^{8, 9} QMR =Quartz Restrike (1) MR16 Lamp ^{8, 10} EMMR =Emergency Quartz Restrike (1) MR16 Lamp with Time Delay Relay ^{10, 11} EM/SC/MR =Emergency Separate Circuit (1) MR16 Lamp ^{9, 11, 12} 2EM/SC/MR =Emergency Separate Circuit (1) MR16 Lamps ^{9, 11, 12} EM/SC/12V =Emergency Separate Circuit 12V Low Voltage (1) MR16 Lamp ^{9, 13} EMI40-XXX =Emergency Cold Temperature (UL924 Listed) Power Pack -18°C/0°F, (1) CF Lamp ¹⁴ CFEM-XXX =Emergency CF Power Pack (UL924 Listed) (1) CF Lamp. 0°C/32°F ¹⁵ 2EM140-XXX =Emergency Cold Temperature power pack (UL924 listed), -18°C/0°F, (2) CF Lamps with Back Box matching housing finish ^{14, 16} 2CFEM-XXX =Emergency CF power pack (UL924 listed) 0°C/32°F, (2) CF Lamps, with Back Box matching housing finish ^{15, 17}	Accessories ¹⁸ MA1256-XX =Thruway back box - Impact Elite Quarter Sphere		

Notes:

- HID lamps are medium base. 175W MH is available for non-U.S. markets only.
- Not available with 480V.
- Products also available in non-US voltages and 50HZ for international markets. Consult your Cooper Representative for availability and ordering information.
- Dual-tap ballast is 120/277V wired 277V. Multi-tap is 120/208/240/277V wired 277V. Triple-tap ballast is 120/277/347V wired 347V.
- Available with CF Option only. In cold temperatures, compact fluorescent lamps produce lower illumination levels.
- Must specify voltage.
- Down lighting position only.
- (1) 120V Lamp, 100W maximum quartz lamp. Utility power may need to cycle to allow HID lamp to cool in warm climates. Not available with CF Option. Lamp supplied by others.
- Leads out of the back of the unit to auxiliary power.
- Not available with CF lamps.
- (1) or (2) 120V Lamps. GU10 base, 50W maximum each. Lamps supplied by others.
- Not Available with 52, 64, 84 CF wattages.
- (1) or (2) 12V bi-pin lamp, socket GU5.3 base, 35W maximum. Power supplied by low voltage DC source (supplied by others). Lamps supplied by others.
- Specify 120 or 277V, (-18°C) minimum temperature.
- Specify 120 or 277V, (0°C) minimum temperature.
- Not available in 84CF configuration.
- Available in 52CF only.
- Order separately. Replace "XX" with color designation.

From: [Jerry Brooks](#)
To: [Kelly Whitney](#)
Subject: Request for Rezoning of 11122 Olive Boulevard from "C" Single-Family Residential to "GC" General Commercial
Date: Tuesday, October 04, 2011 12:51:04 PM

Ms. Kelly,

I would like to state that I am in favor of the rezoning of 11122 Olive for use as a Goddard School development. As parents of a one year old daughter, my wife and I spent a considerable amount of time researching daycare options. We are interested in the location of the proposed Goddard School because it is within the Ladue School District boundaries. The daycare our daughter currently goes to does not have any children she would be continuing to kindergarten with. We feel that an Early Childhood School in our school district would improve the likelihood that our daughter will begin kindergarten with children from her daycare.

Thank you,

Jerry Brooks
150 Executive Estates Dr.
Creve Coeur, MO 63141



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

October 19, 2011

Mr. Andrew Brown
Brownstone Properties
635 Trade Center Boulevard
Chesterfield, MO 63005

Re: Application #11-027: Rezoning from "C" Single Family Residential to "GC" General Commercial
11122 Olive Boulevard

Mr. Brown:

The Planning and Zoning Commission, at its meeting of October 17, 2011, reviewed your request for rezoning from "C" Single-Family Residential to "GC" General Commercial and Site Development Plan approval for the property located at 11122 Olive Boulevard for use as a Goddard School for Early Childhood Development.

By unanimous vote, the Planning Commission recommends approval of the rezoning and site development plan, subject to the conditions contained in the draft ordinance (see attached).

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: Ed Griesedieck, Herzog Crebs, Attorney at Law
M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official

1 PZ 101711.txt
2 PLANNING AND ZONING COMMISSION PUBLIC HEARING
3 CITY OF CREVE COEUR, MISSOURI
4 300 NORTH NEW BALLAS ROAD
5 MONDAY, OCTOBER 17, 2011
6 7:00 P.M.
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
9 Dr. Michael Barton
10 Mr. Gary Eberhardt, Vice Chair
11 Mr. James Faron
12 Mr. Ken Howard
13 Mr. Jim Schnarr
14 Mr. Carl Lumley, City Attorney
15 Mr. Paul Langdon, AICP, Director of Community Development
16 Ms. Whitney Kelly, AICP, City Planner
17 Ms. Julie Lowery, Recording Secretary
18
19
20
21
22

23 McLaughlin Court Reporting Services, Inc.
24 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
25 4772 Gatesbury Drive
St. Louis, MO 63128
(314)487-2259

1 CHAIRMAN MADDEN: I'd like to call to order the¹
2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday October 17, 2011.

4 We'll start with roll call.

5 Dr. Barton?

6 MR. BARTON: Present.
Page 1

7 CHAIRMAN MADDEN: Mr. Eberhardt?
8 MR. EBERHARDT: Present.
9 CHAIRMAN MADDEN: Mr. Faron?
10 MR. FARON: Present.
11 CHAIRMAN MADDEN: Mr. Howard?
12 MR. HOWARD: Present.
13 CHAIRMAN MADDEN: I don't think Cynthia Kramer's
14 going to be here.
15 Mr. Schnarr?
16 MR. SCHNARR: Present.
17 CHAIRMAN MADDEN: Mr. Lumley, our City Attorney?
18 MR. LUMLEY: Present.
19 CHAIRMAN MADDEN: Mr. Langdon, our Director of
20 Community Development?
21 MR. LANGDON: Present.
22 CHAIRMAN MADDEN: Ms. Kelly, our City Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And Ms. Lowery, our Recording
25 Secretary?

2

1 MR. LOWERY: Present.
2 CHAIRMAN MADDEN: New business.
3 Public Hearing Application No. 11-027 For
4 Rezoning From "C" Single-Family Residential to GC, General
5 Commercial and Site Development Plan approval for the
6 property located 11122 Olive Boulevard for use as a
7 Goddard School for Early Childhood Development.
8 Andrew Brown is here.
9 MR. BROWN: Yes, I'm here, but Ed Griesedieck
10 will be presenting.
11 CHAIRMAN MADDEN: Okay.

12 And could you state your name and address,
13 please.

14 MR. GRIESEDIECK: Sure.

15 MR. EBERHARDT: Sworn in.

16 CHAIRMAN MADDEN: Oh, I'm sorry, yes.

17 Anybody else think they might be speaking, and
18 they all get sworn in here together if you want.

19 Mr. Griesedieck, you need to be sworn in.

20 MR. GRIESEDIECK: Yes.

21 (Speakers were sworn by the court reporter.)

22 CHAIRMAN MADDEN: Okay. State your name and
23 address, please.

24 MR. GRIESEDIECK: For the record, my name's Ed
25 Griesedieck. I'm an attorney. I have offices at 100

1 North Broadway downtown in St. Louis. 3

2 I represent the Petitioner in this matter. It's
3 Brownstone Properties.

4 As an overview, as and I think you're all aware,
5 our goal is to develop and operate a Goddard School for
6 Early Childhood Development.

7 Goddard is a national organization with over 400
8 schools in the country, and there's twelve of them in the
9 St. Louis area.

10 They are, in essence, although they have a long
11 mission statement, they're a child care -- or child
12 daycare with an educational component. They address the
13 market, if you will, from infant to about five-years-old.
14 So that's -- that's what they do.

15 The parcel itself, I've got an overview, you've
16 got one in your packet, it's about 1.544 acres. We're the
17 owner under contract of the property. Its technical

23 station, various other commercial uses as you head east
24 along Olive to the south of the site.

25 Let's see, work off of this one. Excuse me. To

1 the south of the site is a residential neighborhood that's⁵
2 accessed off of Renee. There's a heavy landscape buffer
3 to the south. There's also a heavy landscape buffer to
4 the east of the site.

5 Looking at the proposal, what we would propose
6 to do are significant improvements to both the exterior
7 and the interior of the building. It has -- what we're
8 proposing is unique and distinct architecture for the
9 size -- or for the site and for its use. This is what it
10 looks like now, obviously.

11 And then we would propose making -- punching
12 windows in the front, working on the roofline, adding in
13 some roof to add some just dynamics and aesthetics to the
14 site itself.

15 we would take the attractive -- or the -- the
16 existing building, we think tremendously improve it, by
17 both doing interior improvements and the exterior.

18 we would have additional plantings. We've got a
19 planting -- a landscape plan filed with you. Additional
20 plantings per plan. They all meet or exceed the City's
21 standards. The street view will be dramatically improved
22 as will the surrounding site.

23 we also show a green area along Olive. Got
24 olive to the -- to the north, and that's a five-lane
25 olive. There's parking in the front and then there would

1 be landscaping there, and then this is the west. This is⁶
2 the east of the site.

8 and to the south of the site.

9 Lighting. There's no change. Again, there's
10 lighting on the site presently, except the lighting that's
11 there now is not shielded. And so we would be doing,
12 according to your ordinances, we'd be shielding all the
13 lighting that presently exists on the site. And we also
14 provide wall packs on the building, both for aesthetic and
15 safety reasons. So we'd be having some lighting on the
16 building. It would have no off-fall of light, but it's
17 more of an aesthetic safety issue. But we wouldn't be
18 changing the perimetral lighting, except to make it
19 conform with your code in that it would be shield.

20 Landscaping. No trees were removed as result of
21 the development. Instead we're adding to the trees on the
22 site. We're adding to the landscaping and the green area.
23 Street trees are grouped in various areas with other lower
24 plantings along the front, so you'd have a group of trees,
25 group of trees and then some mixture of plants, as opposed

1 to just having an orderly 30-foot on center, we just 8
2 thought that was more attractive, and that was more of a
3 -- of a taste issue from us from our point of view. The
4 new landscaping areas would be sprinkled.

5 Storm water. Again, there's no appreciable
6 change in the site as it presently exist from an
7 impervious point of view, so no storm water management
8 improvements are required at this time.

9 Trash receptacle is in the rear of the site. As
10 required, it will be built of consistent materials of the
11 building itself.

12 Sidewalks. There is an existing 5-foot sidewalk
13 that runs all the way along Olive on both sides. It's

14 immediately adjacent to the road.

15 In the staff's comments there is a request that
16 we move the sidewalk back and have a 3-foot green space
17 next to Olive, and then a -- and then knock out the 5-foot
18 sidewalk and put in a 6-foot sidewalk.

19 Frankly, we would like to ask that the sidewalk
20 be -- stay right where it is. It's a 5-foot sidewalk.
21 It's in perfectly fine shape. To move it back 3 feet off
22 of Olive will provide about a 3-foot area that you can't
23 really do much with. You can't landscape it. As soon as
24 there's snow and they throw salt down, the salt and slush
25 will get thrown on the grass. You can't really grow

1 anything on it, and we would prefer to leave it where it⁹
2 is if we could.

3 It also lines up with the sidewalk, both to the
4 west and to the east, and all the way along Olive.

5 So that's -- that's one comment that we'd have;
6 we prefer to do that as opposed to knocking out a
7 perfectly good sidewalk and building another one.

8 Let's see. The signage would all be per City
9 Code. The fire department, when we talked to them, they
10 require, and the building has full access going around the
11 parcel -- or going around the parcel. We maintain that
12 and we've received their verbal approval for that. But
13 that leads into the traffic comments.

14 The -- the building previously, just refer to
15 this, had both a west access and an east access, and one
16 of the problems with the east access is it's immediately
17 adjacent to their west access. So you've got the two
18 access points right next to each other, and the City, I

19 think properly, is trying to limit the number of curb cuts
20 on Olive.

21 And so what we did was, and this was approved by
22 the fire department, is we closed that access point. So
23 we show that we would close that access point and instead
24 of having one lane in, we would have three lanes.

25 So we've added lanes towards our building. We

1 have not extended towards the west. We've only extended¹⁰
2 towards the east.

3 You would have two lanes going out; one to the
4 right, one to the left and then one in. And as I pointed
5 out, Olive in that area is five lanes, so there's two
6 lanes in either direction with a left turn lane.

7 We think this works much better. It's much
8 safer with the development to the east, even though that's
9 presently unoccupied, and it allows for a full access
10 going all the way around the property.

11 So that's the -- the traffic plan that we've --
12 we've shown on that. MoDOT has reviewed that. They're
13 excited about that. They're very excited about us closing
14 the east access to the property.

15 The entranceway would be a 39-foot single
16 three-lane entrance. We would close the entrance to the
17 east of the property, and then add, as I indicated, one in
18 and two out, going from -- going from the parcel.

19 Our use itself is -- has no impact, essentially,
20 on Olive at this area. We are not a school. And schools
21 have hard start times and hard stop times. In other
22 words, all the children have to be there at eight o'clock,
23 so between 7:40 and eight o'clock, you've got an influx of
24 cars. That's not what we do.

25 It's -- it's a daycare facility, and what we

1 found in the 400-some-odd facilities that we operate 11
2 throughout the -- throughout the country, that we have
3 about a three-hour period of time between 6:30 and 9:30
4 when the people are -- when the children are dropped off,
5 and then you have about a three-hour pick up time when the
6 children are picked up between about three and six.

7 So you've got a soft start and a soft ending.
8 we don't have the end -- the crush of cars that you would
9 have with a school. Daycare just operates differently.

10 So we don't anticipate any significant impact on
11 olive at that area.

12 And as I indicated, again, we have about a
13 three-hour window, 6:30 to 9:30 in the morning and three
14 to six at night.

15 Safety. The safety of the site, the safety of
16 the surrounding public is improved by this, by us closing
17 the two access points.

18 In conclusion, we think this is a very -- it's a
19 wonderful low-intensity use for the site. It's consistent
20 with the master plan for the area. It brings in a quality
21 national business into Creve Coeur. It's a tremendous
22 aesthetic improvement for the building.

23 We request your recommendation for approval for
24 the rezoning from "C" to "GC". And I'd be happy to
25 respond to any questions you might have.

1 I'm here with Andrew Brown from Brownstone 12
2 Properties; Dan Koziatek from Volz Engineering; Jason
3 Brunk from Goddard Schools.

4 Are there any questions?

5 CHAIRMAN MADDEN: Yeah, I got some questions.

6 I thought I read, maybe you covered this and I
7 missed it, that in the back you were going to take out
8 part of the parking are for playground?

9 MR. GRIESEDIECK: Yes, sir, the existing parking
10 goes pretty much up to the building, up to where the pen
11 line is, and what we do is we take out that parking, and
12 we take out the parking there, and we put in two play
13 areas, two playgrounds.

14 These playgrounds are fenced in. They're only
15 accessible from the building, and so you'd have one here,
16 one here. And I've got, if you'd like to see them, the
17 type of play materials that we would put into those
18 playground areas, but that creates play areas for there
19 where we don't need the additional parking.

20 CHAIRMAN MADDEN: Also, the number of children,
21 I mean what's -- what do you think the average --

22 MR. GRIESEDIECK: It would be -- we anticipate
23 that there's going to be, I think, 150 children. Yeah,
24 150 children, and it's -- and it's from infant to
25 five-years-old.

1 Yes, sir? 13

2 MR. EBERHARDT: I believe you indicated that the
3 staff recommended a sidewalk extension, a moving of the
4 existing 5-foot sidewalk and the addition of 6 feet.

5 I read the staff report to say that they
6 recommended a 15-foot sidewalk corridor.

7 MR. GRIESEDIECK: Okay. I think -- it's
8 they -- they request within the front 15 foot a 6-foot
9 wide sidewalk with landscaping, is the way I understood

10 it, not a 15-foot wide sidewalk.

11 MR. EBERHARDT: Okay. I didn't catch that, but
12 in your estimation then that includes a green space
13 with -- between the sidewalk?

14 MR. GRIESEDIECK: Yeah.

15 MR. EBERHARDT: Within the sidewalk?

16 MR. GRIESEDIECK: You -- from the street
17 pavement. You have to have a minimum of a 3-foot --

18 MR. EBERHARDT: Yes.

19 MR. GRIESEDIECK: -- area, which, to our
20 experience, have not been productive, because they --
21 because when you -- particularly when they're throwing
22 salt and water down, they get wet with that and it's very
23 difficult to grow anything on them.

24 MR. EBERHARDT: But I still don't understand.

25 The sidewalk itself is to be a split sidewalk?

1 MR. GRIESEDIECK: No, the sidewalk is what's¹⁴
2 there now is what we're proposing.

3 MR. EBERHARDT: No, no, the proposing from
4 staff, I'm saying.

5 MR. GRIESEDIECK: From staff, it's my
6 understanding, they want us to back -- take that sidewalk
7 out and put in a 3-foot green space --

8 CHAIRMAN MADDEN: From the street.

9 MR. GRIESEDIECK: -- and then put a 5-foot
10 sidewalk.

11 CHAIRMAN MADDEN: 6 foot.

12 MR. BARTON: Minimum 3 foot -- 6 foot.

13 MR. GRIESEDIECK: Or 6 foot -- I'm sorry --
14 6-foot sidewalk.

15 MR. EBERHARDT: Okay.
16 MS. KELLY: Whitney Kelly, City Planner.
17 The pedestrian plan calls for a 15-foot street
18 corridor, which you can see the graphic here. So it's a
19 minimum of 3 feet. We can have it larger. Then 6 of
20 landscape with the trees in between the street and the
21 sidewalk, then a 6-foot wide sidewalk, and then you'd have
22 additional landscaping on the side, but the minimum width
23 of all of that would be 15 feet.
24 MR. EBERHARDT: Thank you.
25 MR. GRIESEDIECK: So that I understand, so you'd

15
1 have it -- the sidewalk was 3 feet off of Olive --
2 MS. KELLY: Right.
3 MR. GRIESEDIECK: -- which is --
4 MR. BARTON: Minimum.
5 MR. GRIESEDIECK: You would have to have the
6 seven --
7 MS. KELLY: Or more. 3 or 4 feet.
8 MR. GRIESEDIECK: Right.
9 MS. KELLY: Yes.
10 MR. GRIESEDIECK: Okay, 3 or 4 feet. You'd have
11 to have the seven trees within that 3 or 4-foot area?
12 MS. KELLY: Uh-huh.
13 MR. GRIESEDIECK: Okay.
14 MS. KELLY: That is dependent -- we have
15 included as a condition of the ordinance that that would
16 be approved by MoDOT.
17 The important thing to note though is even if
18 MoDOT doesn't want the street trees on this side, there
19 should be enough landscaping on the opposite side to
20 provide those street trees. But there is a value with

21 providing -- with moving the sidewalk over just from the
22 perception of safety with children walking along the Olive
23 Boulevard.

24 MR. EBERHARDT: Thank you.

25 MR. FARON: Can I ask you a question in regard

16
1 to that?

2 I had some concern about what the reason for not
3 doing that. The green line, I see as a positive precedent
4 for the rest of the properties west of there, which could
5 go the same route, and is 3 feet the minimum? Could it
6 come back more to allow some planting in a larger space,
7 and allow that sidewalk to come back?

8 I live on Graeser, and some of these sidewalks
9 are right up on the street.

10 MR. GRIESEDIECK: Right.

11 MR. FARON: It's very uncomfortable. Children,
12 are, you know, going to be around that school. And if
13 it's done in that manner, I'm sure it will be continuing
14 as the City has kind of addressed already to get other
15 property owners and other development to follow that maybe
16 down toward the shopping center towards Mosley.

17 MR. GRIESEDIECK: If you -- if you look at
18 Ballas, if you look at Ballas Road, and you walk outside,
19 the sidewalk is right next to Ballas Road.

20 That's exactly what you got here; is that you
21 got the sidewalk immediately adjacent to the road.

22 If you look at the -- on Olive, you got the
23 sidewalk is immediately adjacent to both to our west and
24 to our east, the sidewalk is right on Olive.

25 The children here are from infant to

17
 1 five-years-old. They're not going to be walking along
 2 olive. They're not going to be walking along there.
 3 with the setback that we're able to have,
 4 you're -- you're dealing with sort of a fixed amount of
 5 space, which is about 25 feet soaking wet. And the
 6 further you push the sidewalk back, I think from an
 7 aesthetic point of view, you're -- you're putting the
 8 strip of cement somewhere in that 25-foot area, and -- and
 9 our suggestion would be that it's better to put it near
 10 the street, and then give us a bigger buffer for the area
 11 to put the landscaping. And so put all the landscaping
 12 together as opposed to running the cement ribbon, if you
 13 will, through the middle of the 25 feet, and then -- and
 14 then guessing where you want to put the trees.
 15 I mean it's not a -- it's not a -- for us, it's
 16 not a life or death issue. It's --
 17 MR. BARTON: Right.
 18 MR. GRIESEDIECK: -- we've got a -- we're trying
 19 to run a business. We've got a perfectly good 5-foot wide
 20 sidewalk. I think it works better from an aesthetic point
 21 of view to have the sidewalk next to the street because,
 22 frankly, not many people use it, and to push it back in
 23 the middle of the 25-foot apron, breaks up the landscaping
 24 area. And we think we'll get more effect with it.
 25 MR. FARON: Just say people probably don't use

18
 1 it because it's right up on the road.
 2 MR. GRIESEDIECK: Right. I agree with you.
 3 MR. FARON: As an architect, I love to see that
 4 buffer created to set a precedent where people will maybe
 5 use the street a little bit more.

6 And I do see people running out there on
7 occasion. I know the children aren't probably going to go
8 out there.

9 But once you do something, I'm sure that is
10 going to be continued down the street, and that is kind of
11 considered, hopefully, like a green line district that we
12 could tie shopping centers together through that.

13 MR. GRIESEDIECK: Right. And we -- the whole
14 reason I brought it up is it was something that staff has
15 asked for.

16 It's -- our preference is to not ruin a
17 perfectly good 5-foot wide sidewalk. And we think from an
18 aesthetic point of view, we would get more bang for your
19 buck by doing the landscaping in -- in a -- in a
20 contiguous manner as opposed to breaking it up with the
21 sidewalk.

22 MR. FARON: You're saying you'd get more
23 landscape by doing that, probably --

24 MR. GRIESEDIECK: Right.

25 MR. FARON: -- you could buffer that better?

19
1 MR. GRIESEDIECK: Right.

2 MR. FARON: And is this, the -- the -- I guess
3 what you lose, is it in parking at all or are you still
4 going to have the same --

5 MR. GRIESEDIECK: No.

6 MR. FARON: Okay.

7 MR. GRIESEDIECK: The parking's -- we exceed the
8 City's standards on parking, and, frankly, it's in our
9 best interest to make our building as attractive as we can
10 humanly make it look.

11 And this is not a, frankly, it's not a money
12 issue. We want the building to look nice. We think it
13 looks better with a bigger landscape buffer than by having
14 the sidewalk through the middle, and reasonable minds can
15 differ.

16 MR. BARTON: Am I -- I'm sorry -- am I correct
17 in the wording though that the sidewalk does not have to
18 bifurcate that area; the sidewalk could come all the way
19 back to the front edge of your parking lot, isn't that
20 correct?

21 MR. GRIESEDIECK: Has to be within the 15 feet,
22 doesn't it?

23 MS. KELLY: It just recommends -- the pedestrian
24 plan does just recommend the 15 feet, so if they wanted to
25 make this landscaping larger and move the sidewalk up to

20
1 the access drive, that could be a possibility.

2 MR. BARTON: Right. Right. So -- so if -- so
3 that would satisfy the aesthetic argument; it wouldn't
4 satisfy you're ripping up the --

5 MR. GRIESEDIECK: Right. It's -- and the amount
6 of distance we're talking about here is, again, it's from
7 the parking area -- in order for you to park, one of the
8 things we wanted to do is -- is have the landscape -- or
9 have the cars park next to the building, so that the
10 children aren't -- and the people aren't walking across
11 the driveway.

12 And so you want the -- you want the parking
13 spaces in front of the building. So this is going to be
14 the drive area here. You need as much space as you need
15 under your ordinances to have -- to allow the cars to
16 back up, so you just have from here to here, and this is

17 the amount we're playing with.

18 MR. BARTON: So, and the argument being the
19 sidewalk could be on the back edge of that instead of the
20 front edge, and then you'd have a bunch of tree space.

21 MR. GRIESEDIECK: Sure, you could -- you could,
22 I guess, you'd have the sidewalk running along Olive, and
23 then it would bounce back here --

24 MR. BARTON: Right.

25 MR. GRIESEDIECK: -- and maybe move, and then

21
1 again it bounces back up there.

2 MR. BARTON: Right. Well, and I think our
3 colleague makes the best argument though. Is that it sets
4 a precedent. I mean we are trying to move that sidewalk
5 back all along Olive, and if we lose here, then we have no
6 leverage with the next developer, the next developer, the
7 next developer, and so the trend starts.

8 And that -- that's our interest, in terms of
9 getting it back --

10 MR. GRIESEDIECK: Uh-huh.

11 MR. BARTON: Any time -- any leverage we can use
12 to get it off the street, I hope you'll be sympathetic,
13 we're going to try to apply it.

14 MR. GRIESEDIECK: Sure.

15 MR. FARON: Those other properties have a much
16 bigger green space than you, I believe. You know, the
17 properties going west on that side -- south side of Olive,
18 so they have, you know, if you set a precedent, they have
19 a lot of room to work with.

20 I hate to have them be right up on the street
21 maybe like you are because they tend to have a bit more

22 green space in front. You're a little bit closer up to
23 the road.

24 And just, as a parent, my children, right up
25 there on the street, I'd love to have them back off the

22

1 road. It's just --

2 MR. GRIESEDIECK: Uh-huh.

3 MR. FARON: -- a concern as a resident and --

4 MR. GRIESEDIECK: Sure.

5 MR. FARON: -- probably speaking for other
6 people who worry about some of the traffic up there, and
7 it's an opportunity to change the way it is.

8 MR. GRIESEDIECK: Right.

9 MR. FARON: And sorry you're at the front of the
10 line for that, but --

11 MR. GRIESEDIECK: We're not thrilled either.
12 But it is one of the things that was brought up by staff
13 and wanted to talk about it.

14 It's something that we're asking for, we have a
15 different point of view, but, again, it is what it is.

16 MR. FARON: Uh-huh.

17 CHAIRMAN MADDEN: Any other questions?

18 Is there anybody in the audience?

19 Have to be sworn in too.

20 MR. GRIESEDIECK: Thank you for your time.

21 (Mr. Henry Klaus was sworn by the court
22 reporter.)

23 MR. KLAUS: Henry Klaus, 626 Graeser Road.

24 My wife and I walk this quite a bit. And to the
25 west of that property, there's three houses that are

23

1 single-family residences, and that -- I don't know if

2 anybody's familiar with that, but that property drops off
3 precipitously at the sidewalk.

4 So anybody -- anybody developing west of there
5 is going to have to fill in a lot of -- a lot of filth in
6 order to move their sidewalk, if you have these people
7 move their sidewalk back 3 feet for -- for their sidewalk
8 to be put in there.

9 It just -- it just wouldn't work, because you're
10 going to have misaligned sidewalks all along Olive.
11 You're going to have people walking on Olive, and then all
12 of a sudden have to jog off of Olive to -- for a block to
13 go around a building and then back down to Olive again.

14 So if you keep it straight along Olive from Mary
15 Meadows to Mosley, it's a lot -- it would be a lot more
16 aesthetic than trying -- cause if you seen the properties
17 to the west of there on the south side, you would
18 understand that you could never put a sidewalk with a
19 buffer of 3 feet from Olive and move the sidewalk over
20 cause it does drop off.

21 Those three houses -- there's three houses that
22 sit below Olive on that -- to the west of that property.

23 CHAIRMAN MADDEN: Is there anybody else in the
24 audience? Okay.

25 Mr. Eberhardt.

1 MR. EBERHARDT: Ms. Kelly, I have a question²⁴
2 about the maintenance of the existing buffers to the south
3 and to the west.

4 we -- several of us have driven the property,
5 and those are very thick buffers.

6 MS. KELLY: Uh-huh.

7 MR. EBERHARDT: But there is no requirement, and
8 probably not necessary to have a requirement, to sprinkle
9 those areas because they're so well developed.

10 I understand from the applicant that they will
11 be sprinkling the new landscaping, but not the old
12 landscaping.

13 MS. KELLY: Yes, sir.

14 MR. EBERHARDT: But I'm wondering whether there
15 should be a requirement, even though those trees seem to
16 be dense on both sides, that there be a maintenance of
17 those dense areas.

18 They're not proposing a fence, and I have no
19 idea whether those trees will die in five years or
20 whatever. But it seemed to me that for the benefit of
21 those homes lying to the south, particularly, that that
22 buffer, although it looks great now, it's a little rough,
23 I think, but, nevertheless, it's thick, be maintained as a
24 part of this obligation.

25 Is there any --

25
1 MS. KELLY: We have included a condition in the
2 draft ordinance that would require that any dead trees be
3 replaced and removed per the plan.

4 We have not indicated that that existing buffer
5 would need to be sprinkled, just because it is a
6 well-established buffer. It's just --

7 MR. EBERHARDT: But maintained.

8 MS. KELLY: But it would need to be maintained.

9 MR. EBERHARDT: Is that included in the -- in
10 the requirements now?

11 MS. KELLY: Yes.

12 MR. SCHNARR: I think the trees that are on the
Page 21

13 west side there have been there since '62.

14 MR. EBERHARDT: Well, all I can tell you is in
15 the --

16 MR. FARON: That's as old as I am, man.

17 MR. EBERHARDT: In a place we have in Colorado,
18 the pine needles have struck and all the trees are gone,
19 so I don't know what could happen five years from now.

20 MR. FARON: I will maybe add that the cars are
21 right at the residences behind there. They're right at
22 headlight level. And I would hope that the tenant can
23 definitely keep that -- and you said you'd fill the
24 pockets and take care of that. But it is right at roof
25 level or window level. It'd be a concern in the back. I

1 know there's parking that's going to be pushed back a ²⁶
2 little bit beyond the playground, so just a concern there,
3 but I know you've addressed it and --

4 MS. KELLY: Well, that is part of the issue that
5 we've raised with the landscaping is that this -- the Code
6 does require that it include a fence and site development
7 approval.

8 while the existing landscape does provide
9 somewhat of a buffer over time, some of that could change,
10 and we would like to see right in front of the parking
11 lot, right here, a low wall or a hedge to provide
12 additional headlight screening per the Code requirements.

13 we have also requested that the landscape plan
14 be revised, per your discretion, to meet the green line
15 park and the pedestrian plan requirements, but we can
16 certainly work with the staff if you feel comfortable with
17 that so that we keep the rezoning process moving forward.

18 However, we also could bring that back to you if
19 you prefer.

20 I would like to mention that they are asking for
21 rezoning of the property from C-single family residential
22 to GC, so we need to be clear that should the Goddard
23 School not move forward, for some reason, that it would
24 open up the use to any potential use within the GC
25 district, and that we need to feel comfortable with that.

1 Now, the -- as we've discussed, the properties²⁷
2 to the east are currently GC, and the properties to the
3 west are being used as a commercial use in a residential
4 setting.

5 with the change of this property, it will be
6 creating a non-conforming in that because the properties
7 to the west are single-family residential, it requires a
8 buffer of 20 feet. They're utilizing the existing
9 driveway that's approximately 12 feet.

10 However, because we feel that the commercial
11 uses to the west are likely to change in the future, that
12 would eliminate, at that point, that non-conformity.

13 MODOT did require the closure of this access
14 point, so moving the drive over beyond the 20 feet is just
15 not possible.

16 They are utilizing the existing structure, which
17 is very institutional in nature, and not a lot of other
18 uses could possibly go with it if not this one.

19 So we do feel that the use is appropriate as a
20 neighborhood setting.

21 MR. FARON: So the drive is cutting back toward
22 the building?

23 MS. KELLY: Yes, the increase is actually

24 cutting back towards the building, so they would not be
25 increasing in the non-conformity on the residential side.

1 MR. FARON: And it's being retained by a 28
2 VERSA-LOK wall and fencing? I was going to ask that
3 earlier. If there -- is there a fence similar to the
4 fence around the playground that's going to be above that
5 VERSA-LOK wall or that retaining wall, it seems like?

6 MS. KELLY: Now, I would also like to point out
7 that the pedestrian plan was completed after the east side
8 of Ballas Road was constructed, the sidewalks on Ballas
9 was constructed.

10 The part on the west side, they have moved it
11 back away from the -- the street when it was possible and
12 when there was enough right-of-way to do so.

13 CHAIRMAN MADDEN: Whitney?

14 MS. KELLY: Yes.

15 CHAIRMAN MADDEN: I drove by it and drove around
16 it, but I didn't look at the -- to the west. Does it
17 really drop off that much, are you familiar with that or
18 not?

19 MS. KELLY: I didn't think -- it dropped off
20 some, but I don't know the grading. I have some
21 photographs.

22 MR. SCHNARR: Well, those houses sit way down.

23 CHAIRMAN MADDEN: Yeah, the houses do, yeah.

24 MS. KELLY: I didn't take a lot of pictures of
25 the houses next door, but you can kind of see from here

1 that there is kind of a drop in grade from here to the 29
2 house next door.

3 This is a view from the parking lot with that
4 hole that we discussed looking down into the back parking
5 area of the commercial uses of the residential structures
6 to the west.

7 I would roughly estimate about 3 feet drop,
8 4 feet to the parking structure over there.

9 CHAIRMAN MADDEN: Okay. So if we -- to me, I
10 think it's neater if I'm walking along Olive Street Road
11 where I go back into the trees, come out, whatever, my
12 question is -- maybe the architects or somebody that's an
13 engineer, or maybe Paul, can -- if we move them back and
14 we -- so naturally we're going to move the next people
15 back on the west --

16 MR. LANGDON: Uh-huh.

17 CHAIRMAN MADDEN: -- is that hard to do, to put
18 a sidewalk in where it drops?

19 MR. LANGDON: No. Essentially, if you look at
20 the Ballas sidewalk.

21 CHAIRMAN MADDEN: Uh-huh.

22 MR. LANGDON: Excuse me. And actually the
23 Emerson Road sidewalk that traverses the De Smet Campus,
24 in various places the grade goes up and down, and they
25 simply pick the middle line, they run the sidewalk

1 through. 30

2 Now, you have to remember even under the
3 '88 guidelines, you can have a slope in a sidewalk, so
4 while it can't be steep, you can ride that sidewalk along
5 the grade.

6 And the other thing to remember, we're talking
7 about extremely valuable Olive Street frontage, so any
8 redevelopment that occurs on these sites is not going to

9 come with, you know, the inability to add some dirt to the
10 site and bring them up.

11 Lastly, I would point to the CVS site where they
12 also dropped away quite a bit from the street, and yet
13 we're still able to make the sidewalk work through
14 incorporation of retaining walls.

15 You know, that particular landscape, I think, is
16 effective to not outrageously expensive, in the realm of
17 commercial landscapes, and it was effective in getting the
18 sidewalk back.

19 Now, at the moment, it looks like it's way back
20 because that's the preexisting curb line. If the widening
21 ever occurs through there, we'll bump it back one lane,
22 but you'll still have the full detachment from the curb
23 that the pedestrian plan calls for, so I think it's
24 definitely possible.

25 CHAIRMAN MADDEN: Well, my feeling is that we

1 should take a stand here and move it back so it happens --³¹
2 we don't have to, you know, the next people say you didn't
3 make us move back, and, frankly, they're lucky they don't
4 have to build a retaining wall to put the sidewalk in.

5 MR. GRIESEDIECK: Mr. Chairman, as I tried to
6 indicate earlier, it was something we were -- we wanted to
7 talk to you about.

8 If it's a huge deal, which it appears to be,
9 we'll put it somewhere within the 15 feet, and we'll work
10 with staff and find a place to put it. We don't want that
11 to be a --

12 CHAIRMAN MADDEN: Kill it.

13 MR. GRIESEDIECK: -- determinative issue for us.

14 CHAIRMAN MADDEN: Okay. Okay. Great.

15 MR. GRIESEDIECK: All right.

16 CHAIRMAN MADDEN: Mr. Eberhardt.

17 MR. EBERHARDT: First of all, I'd like to say, I
18 think this is a wonderful use for the property, and the
19 design of the building and the things that are going to be
20 done to it takes away the, what looks to me, like to be a
21 block stark building with no landscaping. I think it's a
22 wonderful use and a wonderful application.

23 MR. GRIESEDIECK: Thank you.

24 MR. EBERHARDT: My only concern is the
25 landscaping of this whole thing.

1 I certainly agree with my fellow members about³²
2 the 15-foot green space corridor, and I think that ought
3 to be part of it, and I think that's clear.

4 I'm still not clear though about the landscaping
5 in the front. I realize that it still has to be subject
6 to further approval. But what I saw in the staff report
7 and in the requirement seems to be a conflict with one --
8 talking about the front landscaping now along Olive, and
9 here's what I'm referring to.

10 In -- In Chapter 4, Landscape Design, on page 13
11 of our materials, Item No. 8 says, "Landscaped areas shall
12 be maximized and balanced throughout the site. Tree shrub
13 planting shall be grouped together to create strong accent
14 points with the site plan."

15 But then I see the staff report that says, "The
16 proposed front yard design includes only minimal planting
17 and single row of bushes to fill in the gaps.

18 while the number of street trees provided meets
19 the City's requirement for street trees, they are bunched

20 for a more natural look, as opposed to required lineal
21 spacing of one tree for every 30 feet per the discussion
22 for the Zoning Code review below."

23 So it seems to me we're talking about do we
24 stretch them out; do we bunch them, and I don't know that
25 that's for us to decide, but I didn't see a consistency in

33

1 those two requirements.

2 MS. KELLY: What we're trying to do is get an
3 idea from you of what you want to see as a green-lined
4 park.

5 The Code does require the street trees along in
6 a linear fashion, and if we can't get them in front of
7 the -- such as like in the sidewalk corridor, and if we
8 can't get them in front of the sidewalk, then we can also
9 add them to the back.

10 But there is an additional level per the Code --
11 Comprehensive Plan -- I'm sorry -- that is calling for a
12 lush landscaping than just the street trees that mimics
13 like a green-lined park.

14 And we find that the current landscaping in this
15 area is lacking to meet that recommendation, and so we're
16 seeking --

17 MR. EBERHARDT: There's nothing at the moment in
18 front, is that right?

19 MS. KELLY: Yeah. So we're seeking your
20 direction on proceeding with that.

21 MR. FARON: Can I comment on that? I think
22 their idea is -- is definitely warranted. Instead of kind
23 of a harsh manner of design like the building, as you
24 said, a little bit boxy and international style, I think

25 you're trying to approach a more organic open up space, I

1 think that's what you addressed and you -- you still hit³⁴
 2 the requirement. It just wouldn't be so regimented and it
 3 would be kind of spread around.

4 You're not talking about reducing any of the
 5 requirement, just kind of making it a bit more like a
 6 park, or like you're saying, Whitney? Okay, I see.

7 MR. SCHNARR: We're not trying to build a blind
 8 here.

9 MR. GRIESEDIECK: Right.

10 MR. SCHNARR: And I agree with your groupings.
 11 Looks a lot more natural.

12 MR. GRIESEDIECK: Yeah, I just don't -- I just
 13 don't like the every 30 foot you have these exact same
 14 tree, I just think that looks nicer but.

15 MR. FARON: Sure, if the requirement's being
 16 met, yeah, that's exactly what --

17 CHAIRMAN MADDEN: I guess you got our idea then.

18 MR. HOWARD: Whitney, is this an issue that can
 19 be addressed by additional planting as opposed to a bare
 20 minimum of trees, is what --

21 MS. KELLY: Yes --

22 MR. HOWARD: -- you're looking for --

23 MS. KELLY: It's an additional. Just more.
 24 while they meet the minimum for the street trees, we're
 25 seeking -- or what the Comprehensive Plan asks for and

1 recommends, a more lush environment, as well, that³⁵
 2 provides year-round variations and color, variation in
 3 height, that kind of thing.

4 MR. HOWARD: Is this something more or less
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5 compliments what you're discussing, in terms of pushing
6 the sidewalk back, broadening that, widening that, making
7 the entire initial appearance at least within the first
8 15 feet --

9 MS. KELLY: Exactly.

10 MR. HOWARD: -- a lot prettier.

11 MS. KELLY: Right.

12 MR. HOWARD: And I guess this would go along
13 with the setback or the move of the sidewalk, in that
14 we're also setting a precedent for the adjacent or the
15 properties to the -- to the west?

16 MS. KELLY: Exactly.

17 MR. HOWARD: Is that part of the intent?

18 MS. KELLY: As well as the redevelopment of the
19 properties to the east.

20 Yeah.

21 MR. HOWARD: Okay.

22 MS. KELLY: And what we have here is example of
23 CVS where the direction of Commission and City Council was
24 to create a more lush environment, but it was -- and they
25 proceeded with the project, but allowed the applicant to

36
1 work with staff for final design approval.

2 MR. HOWARD: Is that a design that you approved
3 in your office?

4 MS. KELLY: Yes. This is the CVS final
5 landscape design where they did provide the street trees,
6 as well as a nice planting along Olive Boulevard, as well
7 as around the entire site, and that's what we're seeking
8 here.

9 MR. HOWARD: I think that's wise.

10 CHAIRMAN MADDEN: I don't want to -- I don't
 11 want to speak for Goddard or Mr. Griesedieck, but I would
 12 think they would want it to look nice, cause the first
 13 thing perspective parent is going to see when they drive
 14 in, first of all, as they say, you're making the building
 15 look a hundred times better; doesn't look like some old
 16 gymnasium anymore, and, you know, I would think you guys
 17 would want to work with the staff to make it look as good
 18 as possible, so, you know, perspective parents are driving
 19 in to meet with you people, you know, that's the first
 20 thing they're going to see.

21 MR. GRIESEDIECK: Right, and we're not CVS, just
 22 for the record, we're not CVS. What we're doing is taking
 23 a building now and putting a daycare in there to -- and
 24 we're spending a tremendous amount of money just on the
 25 aesthetics on the outside of the building to bring it up

1 to what we think is acceptable to us and for the City and ³⁷
 2 what we'd be proud to have and what you'd be proud have.

3 Landscaping is certainly a piece of that, but
 4 right now we're spending a lot of money on the building.
 5 And I think that we're going -- we will -- we will
 6 approach, I'm sure not reach the CVS standard of that, but
 7 at the same time we're probably going to enhance what it
 8 is that we've got.

9 That's not an overly expensive area to spend
 10 money on. And you're exactly right, Mr. Chairman, we need
 11 this to look very, very nice, but we need to -- and we'll
 12 work with staff going forward with that, and there's not a
 13 ton of space here, but to the extent that we can do some
 14 additional plantings and low level stuff and change of
 15 colors and so on and so forth, we're happy to do it.

16 MR. SCHNARR: Problem is that nice is relative
17 term.

18 MR. GRIESEDIECK: Right.

19 MR. SCHNARR: Some people like things lined up.
20 Personally I hate it. I like the groupings.

21 MR. GRIESEDIECK: Right.

22 MR. SCHNARR: Some people think this tin that's
23 welded together and painted red is art. I don't happen to
24 believe that's art. So it's a, you know --

25 MR. GRIESEDIECK: Right. We'll work with the

1 staff.

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2 CHAIRMAN MADDEN: Okay. Is that agreeable with
3 you, Whitney, that they just work --

4 MS. KELLY: Sure.

5 CHAIRMAN MADDEN: Okay. Just a second.

6 Mr. Langdon.

7 MR. LANGDON: I should probably be sworn in
8 actually.

9 (Paul Langdon was sworn by the court reporter.)

10 MR. LANGDON: Mr. Chairman, I think the --
11 the -- I mean we're all agreeable that something more can
12 be done. But the -- the -- I guess the critical question
13 here, and this goes to Mr. Schnarr's point, do you -- do
14 you want to be the arbiters of what's nice or do you want
15 staff to be the arbiters of what's nice? Because we can
16 set it up -- by the way, right now the draft ordinance
17 reads that you would have final approval of the landscape
18 subject to our recommendation. But we can just as easily
19 make -- make it final approval subject to Planning
20 Director. It's up to you.

21 MR. HOWARD: How did we go about the CVS
22 property?

23 MR. LANGDON: That was up to staff and myself.

24 CHAIRMAN MADDEN: That would be my
25 recommendation.

1 MR. HOWARD: I'd feel comfortable with that. 39

2 CHAIRMAN MADDEN: I don't want to speak for
3 everybody.

4 MR. HOWARD: Is that how this draft is written?

5 MR. LANGDON: No, right now Planning Commission
6 has.

7 MR. EBERHARDT: So you would change it to say
8 subject to staff?

9 MR. FARON: I would say that the documents we
10 have are fairly in line with, you know, what we feel is
11 what you presented, Paul, so I wouldn't have a problem
12 with that.

13 MR. LANGDON: Okay. One other clarification
14 then. The document refers to the low screen of that rear
15 parking lot. And I know there were a lot of comments
16 about the buffer being pretty good.

17 Couple of pictures that I want to bring to your
18 attention. That's -- that's the buffer area. It's not
19 going to look as good when the leaves start coming off all
20 of the shrub honeysuckle that constitutes the low -- the
21 low buffer right now.

22 If you look at the close-up, you can see these
23 are evergreens, but the evergreen cover starts about
24 headlight level, so if you look in the ordinance, it
25 speaks of something low. We don't want to hide what's

1 there of value. We're just talking about blocking the
2 headlights.

3 There is room between the edge of pavement and
4 these trees to effect something of a headlight screen
5 there that would be year-round rather than relying on
6 summer only.

7 MR. BARTON: To be fair, wasn't there a lot more
8 activity at night with the temple there than it's going to
9 be with the school there? And I don't see many neighbors
10 here. Many people behind. Have you gotten much comment
11 from them?

12 MR. LANGDON: Well, the issue you have is not a
13 question, frankly, of what's observable at the moment.
14 The Zoning Code requires it.

15 You cannot allow the headlights from a parking
16 lot to shine off into a residential district. It
17 requires, in fact, to take the wording, an opaque screen.

18 At this point, I wouldn't even call it, as it
19 sits today, opaque.

20 MR. BARTON: No.

21 MR. LANGDON: A fairly effective visual, but not
22 an opaque screen. That's the Zoning Code requirements,
23 that's not my interpretation so.

24 MR. FARON: Could I ask a question, Paul, about
25 that.

1 I know Walgreens, at one time, wanted to work on
2 those other properties and get involved. I know the
3 residents were a bit worried about certain things.

4 I guess my question is are we going to appease
5 them, you know, if there's other development in those

6 other vacant buildings? You know, I think there were
7 problems in the past, and if we have, as you say, a good
8 buffer back there, the neighborhood behind there will be
9 more at ease for continuing other development there,
10 because I think Walgreens, at one time, wanted to -- to
11 locate over there in those properties so.

12 MR. LANGDON: Yes.

13 MR. FARON: So I don't know if they're over
14 that.

15 what I'm saying is probably need to have
16 something, you know, substantial to appease those people
17 cause they showed some resentment before on that previous
18 development.

19 CHAIRMAN MADDEN: So what do you recommend?

20 MR. LANGDON: Well, we have recommended language
21 in the draft ordinance that only requires it high enough
22 to block headlights, but, again, we don't have a design in
23 front of us, so it would be something that you could leave
24 up to just incorporation of the landscape plan or review
25 and approval or it can come back to the Planning

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1 Commission.

2 But, again, we're -- we're pursuing Zoning Code
3 requirements here so --

4 CHAIRMAN MADDEN: Sure.

5 MR. GRIESEDIECK: The thing, just so that you're
6 aware, one, our pick up and drop off is in the front.
7 It's not in back.

8 And so the head -- and our hours are six to six,
9 so it's not like there's headlights -- in the winter, I
10 guess, you know, there -- the sun might set at that point.
11 But the pick up and drop off is in the front. It's not

12 going to affect this at all.

13 we're not moving the asphalt one iota from where
14 it presently is.

15 MR. BARTON: But they still circle around the
16 back.

17 MR. GRIESEDIECK: No. They pull in. They get
18 their child and they walk -- and they go out. So they
19 pull in and they can go straight out there.

20 So it's true that some teachers will park back
21 here, and to the extent that a teacher parks this way as
22 opposed to that way, I guess they could turn their car on
23 and the headlights will go there.

24 But I think to be fair to us, it's pretty
25 nominal relative to what's presently there. I mean it's a

1 vacant building now. But at some point we, you know, ⁴³
2 again, we're trying to spend our money where people will
3 get a bang for it.

4 And to put a fence back here, we think would be
5 a waste. And we certainly don't want to disrupt the
6 existing landscaping, which is there, to try and plant a
7 hedge in this area where there's -- where there's already
8 some pretty good growth. We think we'd probably defeat
9 some of the purpose that you've got.

10 And then you're doing all of this when the bulk
11 of the traffic is in the front of the property.

12 MR. FARON: That's two-way there in front. You
13 can go both ways, that's why --

14 MR. GRIESEDIECK: Yes, it is.

15 MS. KELLY: They have indicated a staff of about
16 27, and during the winter at 6 a.m., it is pretty dark.

17 The idea of the hedge is, this is not just about
18 Goddard, but this is opening up to any use within the GC
19 district. And we required of all GC districts when
20 abutting a residential use or residential district.

21 There is plenty of room when we were walking on
22 the site to provide such landscaping or low opaque screen
23 right up along the -- the lot -- I mean the asphalt.

24 MR. BARTON: Mr. Chairman.

25 CHAIRMAN MADDEN: Yes, Dr. Barton.

1 MR. BARTON: What -- how -- what latitude do we⁴⁴
2 have in terms of, if it is a zoning requirement, what
3 latitude do we have to allow it or not allow it? I mean
4 are we -- are we obligated to require it as part of the --

5 CHAIRMAN MADDEN: Let the record show, you got a
6 strong yes nod.

7 MR. BARTON: Well, then, you know --

8 CHAIRMAN MADDEN: Yeah, I don't think we can do
9 anything else. I mean --

10 MR. EBERHARDT: It's in there right now.

11 CHAIRMAN MADDEN: -- as Whitney says, if
12 something else goes in there that, you know --

13 MR. BARTON: Well, I didn't know if something
14 else went in there and they applied for a conditional use,
15 then do we have latitude to require them or are we --

16 MR. GRIESEDIECK: Well, it would, obviously have
17 a different use, so they're going to have to come back in
18 front of you, and you get the bite at the apple at that
19 time.

20 MS. KELLY: Unless it's a permitted use, it
21 doesn't really come before the -- the Board.

22 CHAIRMAN MADDEN: That's right, so.

23 MR. BARTON: Well, doesn't sound like we have
24 much latitude. I mean I kind of sympathize with you, but.

25 MR. GRIESEDIECK: Yeah.

1 CHAIRMAN MADDEN: Okay. Mr. Eberhardt. 45

2 MR. EBERHARDT: Don't I read in the current
3 staff recommendations in the proposed ordinance in C that
4 the site development plan shall be revised to include a
5 low wall or hedge along the south edge of the rear parking
6 lot --

7 CHAIRMAN MADDEN: Yes.

8 MR. EBERHARDT: -- subject to review and
9 approval of the Director of the Community Development? So
10 that's in there already?

11 MS. KELLY: Yes, sir.

12 MR. EBERHARDT: I thought we were suggesting we
13 needed to add something.

14 MR. LANGDON: Just want the Commission to
15 understand because the comments earlier didn't really mesh
16 with what the ordinance was saying so.

17 MR. EBERHARDT: All right. Thank you. Thank
18 you.

19 MR. FARON: I had one question about the inside
20 of the building. Those double heighted spaces, are those
21 going to be -- is there going to be a mezzanine in there?

22 MR. GRIESEDIECK: No, it's single floor.

23 MR. FARON: Single floor. Dropped --

24 MR. GRIESEDIECK: It's just architectural drop.

25 MR. FARON: Dropped ceiling or something like

1 that big time. Okay. A single. All right. Thank you. 46

2 CHAIRMAN MADDEN: Any other questions?

3 Comments?

4 Okay. Then we'll have to close the official
5 hearing.

6 MR. CALDWELL: I have --

7 CHAIRMAN MADDEN: Oh, I'm sorry. Mr. Caldwell.
8 You'll have to be sworn in.

9 (Mr. Caldwell was sworn by the court reporter.)

10 MR. CALDWELL: David Caldwell, 257 Brooktrail
11 Court.

12 while I think this will be a wonderful
13 improvement, I was going to raise the same point that
14 Ms. Kelly rose about GC is GC, and there could be lot --
15 very many things down the road if this didn't last.

16 And I haven't had the opportunity to read the
17 staff report, but my question is this was already a
18 institutional use, so we're back to the definition of
19 institutional. I guess. I guess they made a big point
20 this not a school, however, is there any possible way to
21 accommodate this use without making it a GC, and could it
22 be in any way accommodated under residential or under some
23 other district definition, we could have all of this, but
24 without making it a GC?

25 MS. KELLY: Schools and daycares are conditional

1 uses within residential districts, but they require a ⁴⁷
2 minimum of 3 acres.

3 In this instance it is 1.5 acres, and it is
4 along Olive Boulevard. They are extending the GC district
5 from the east in order to accommodate the use for this
6 site.

7 CHAIRMAN MADDEN: Okay. Mr. Eberhardt, you had
Page 39

8 your hand up? I guess not.

9 Do you want to enter your exhibits?

10 MR. LUMLEY: Offer the following exhibits into
11 the record of this public hearing: Documentation in
12 possession of the City Clerk reflecting the notice
13 provided concerning the hearing; the staff's report to the
14 Commission; the materials that have been presented by the
15 applicant this evening; the City's Code of Ordinances and
16 Charter; the City's Comprehensive Plan and public file
17 regarding the application.

18 CHAIRMAN MADDEN: Okay. That'll officially
19 close the hearing.

20 (The public hearing ended at 7:55 p.m.)

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48

1 STATE OF MISSOURI)

2) SS

3 COUNTY OF ST. LOUIS)

4

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

12

13

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

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

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**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, OCTOBER 17, 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
 Mr. Jim Schnarr
 Mr. Ken Howard
 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 #11-027 for rezoning from “C” Single-Family Residential to “GC” General Commercial and Site Development Plan approval for the property located at 11122 Olive Boulevard for use as a Goddard School for Early Childhood Development.**

Applicant/Agent: Andrew Brown
Brownstone Properties, LLC
635 Trade Center Boulevard
Chesterfield, MO 63005

Applicant’s Representative:
Ed Griesedieck, III
Herzog Crebs, Attorneys At Law
100 North Broadway, 14th Floor
Saint Louis, MO 63102-2728

Start of Public Hearing

Applicant’s Presentation:
Mr. Ed Griesedieck, representing Andrew Brown, of Brownstone Properties, presented a request to rezone 11122 Olive Boulevard (formerly Rose Hill Masonic Temple) from “C” Single Family Residential District to “GC” General Commercial District, for the use as a

Goddard School for Early Childhood Development. The Goddard School is a child daycare with an educational component, addressing the market from infant to five (5) year old children. The property is located on 1.544 acres. The request and the use is consistent with the City's Comprehensive Plan for the area and the surrounding uses are either zoned commercial or they are used commercially along Olive. The building on the property is currently vacant and the use is consistent with the Comprehensive Plan. The rezoning from Single Family to General Commercial is called "neighborhood oriented commercial use". The applicant has proposed significant interior and exterior improvements, with unique and distinct architecture. Some of the exterior changes are inserting windows in the front of the building, working on the roof line, and adding some roofs to add dynamics and aesthetics. There is also a green area along Olive with proposed trees and plantings. There is parking in the front of the building as well as the back. The hours of operation are 6:30am-6:00pm, Monday through Friday.

Mr. Griesedieck stated that there is no change to lighting or the existing trees, just adding some trees and new landscape, which are proposed to be maintained by sprinkler systems. The trash receptacle will be placed in the rear of the site, as required and will be built of materials consistent with the building.

Mr. Griesedieck observed that there is an existing 5 foot sidewalk that runs all the way along Olive; on both sides it is adjacent to the road. He indicated that staff recommends that the sidewalk be moved back and have a 3 foot greenspace next to Olive and remove the 5 foot sidewalk and put in a 6 foot sidewalk. Brown Properties would like to leave the existing sidewalk in place as they feel they are already spending a significant amount of money on many other things to make the building and site more attractive.

Mr. Griesedieck further stated that the signage will be per City code. The building already has full access going around the parcel, which is going to be maintained by Brown Properties, and have received verbal approval from the fire department. The building previously had both a west access and an east access. Brown Properties would like to close the west access point and instead of having one lane in, there would be three (3) lanes in, towards the building, extending on the east side. The applicant feels that by closing the access point, safety is improved. Also, by not being a school, there are soft start and stop times, so there is not an influx of traffic, due to the children being dropped off over a three hour time span, so they do not feel there will be any significant traffic concerns on Olive.

Comments or questions from Commission members:

Chairman Madden wanted to know if there was parking being taken out for playgrounds. Mr. Griesedieck replied that they would be taking out the parking directly behind the building and put in two playgrounds which are fenced in and only accessible from the building. Chairman Madden also inquired on the number of children that will be attending on average, and Mr. Griesedieck responded around 150 children from ages, infant to 5 years old.

Mr. Eberhardt questioned what the staff report says in regards to the sidewalks, as opposed to what Mr. Griesedieck proposed. Mr. Griesedieck replied that the staff requests within the front 15 feet, a 6 foot wide sidewalk with landscaping is being recommended by staff. Mr. Eberhardt then questioned the greenspace proposal. Mr. Griesedieck then went on to explain the requirements of the City. Mr. Eberhardt asked for more explanation of what the

staff proposed for the sidewalk requirements. Ms. Kelly, City Planner, spoke to address the sidewalk questions. Ms. Kelly stated that the Pedestrian Plan called for a 15 foot street corridor, so it is a minimum of 3 feet, and then 6 foot of landscape with trees in between the street and sidewalk, but the minimum of all of that being 15 feet. There is a condition of the ordinance that would be approved by Missouri Department of Transportation (MoDOT). Ms. Kelly also pointed out, that even if MoDOT does not want the street trees on the curb side of the sidewalk, there should be enough landscaping on the opposite side to provide those street trees. Mr. Faron expressed his concern why the applicant would not want to do what staff recommended. Mr. Faron also stated that it would set a precedent going forward for other developers. Mr. Griesedieck responded that they prefer the appearance of the sidewalk adjacent to the road, that the children will not be walking along Olive, and with the limited amount of space they feel they are working with, that aesthetics will be lost if they do as staff recommends. Dr. Barton agreed with Mr. Faron's point, that it would set a negative precedent.

Comments and questions from the audience:

Mr. Henry Klaus, 626 Graeser Road, stated that he and his wife walk this stretch of property quite often and that he does not agree with the staff's recommendations regarding the sidewalk because the properties slope downward too quickly.

Mr. Eberhardt asked Ms. Kelly about the maintenance of the existing buffers. Mr. Eberhardt wanted to know if it could be required to sprinkle and maintain the current buffers, and if existing trees were to die, they would be required to replace them with new trees. Ms. Kelly replied that there is a condition in the draft ordinance that would require dead trees be replaced and removed, per the plan, but there is no requirement that the existing buffer needs to be sprinkled, only that it be maintained.

After more discussion the Commission agreed to leave it up to staff's discretion to determine specifics on the landscaping/buffers and sidewalk plans.

Mr. Caldwell, 257 Brooktrail Court, wanted to know if we could allow the use of the building for what the applicant proposed, but if the zoning could remain "C" Single Family Residential. Ms. Kelly replied that schools and daycares are conditional uses within residential districts, but they require a minimum of 3 acres and this particular building sits on a 1.544 acre, and it is on Olive Boulevard.

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. Faron to approve the rezoning and site development plan attached to the staff report on application #11-027, subject to the conditions contained in the draft ordinance attached to the staff report dated October 14, 2011, with conditions that the Planning Director will make the final say on the landscape plan and the sidewalk plan. Mr. Eberhardt seconded the motion with the resultant vote as follows:

Mr. Faron – aye
Ms. Kramer – aye

Mr. Eberhardt – aye
Dr. Barton – aye

Chair – aye
Mr. Howard - 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

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI ON THE 3RD DAY OF APRIL, 2012, FOR THE ELECTION OF ONE MAYOR FROM THE CITY AT LARGE FOR A FULL THREE-YEAR TERM, ONE COUNCIL MEMBER FROM THE FIRST WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE SECOND WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE THIRD WARD FOR A FULL TWO-YEAR TERM, AND ONE COUNCIL MEMBER FROM THE FOURTH WARD FOR A FULL TWO-YEAR TERM, FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2012 to elect one mayor at large to serve a full three-year term and one council member for each of the four wards of the City, each to serve a full two-year term; and

WHEREAS, application procedures regarding such election need to be clearly established, including requirements consistent with Section 115.351 RSMo. that candidates only apply for a single position and promise to serve in such capacity if elected;

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

SECTION 1: Pursuant to applicable law, a general election shall be held in the City of Creve Coeur, Missouri on the 3rd day of April, 2012, for the election of one mayor at large one for a full three-year term, one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

SECTION 2: The general election shall be conducted by the Board of Election Commissioners of St. Louis County, Missouri pursuant to the applicable statutes of Missouri and the regulations of said Board of Election Commissioners for the conduct of local elections.

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 13, 2011 through January 17, 2012, at 5:00 p.m. A candidate can only file for and promise to serve in a single position. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Candidates wishing to file for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road. Filings shall be accepted on a first-come first-served walk-in basis when the City Clerk is available at the Government Center.

SECTION 4: Notwithstanding the foregoing, in the case of candidates who deliver a declaration of candidacy to the City Clerk prior to 5:00 p.m. on the first day for filing, the City Clerk shall determine by random drawing the order in which such declarations shall be deemed to have been filed. Any such drawing shall be conducted so that each candidate may draw a number at random at the time of delivery of the declaration. The City Clerk shall record the number drawn with the candidate's

declaration of candidacy. If such drawing is conducted, the names of the candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

SECTION 5: Candidates filing for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road to sign a sworn acceptance of nomination before the City Clerk. A filing shall not be accepted without such sworn acceptance.

SECTION 6: Notice of said general election shall be published according to law in a newspaper of general circulation published in the County of St. Louis, Missouri.

SECTION 7: All candidates shall be nominated by petition and acceptance thereof as provided for in Section 10.2 of the City Charter. Nominating petitions and acceptances of nomination shall be substantially in the same form as the "nominating petition" and "acceptance of nomination" forms attached hereto as specimens of designated appropriate forms as required by Section 10.2 (a) of the City Charter.

SECTION 8: Upon the passage and approval of this ordinance, a certified copy thereof shall be promptly transmitted to the Board of Election Commissioners by the City Clerk.

SECTION 9: 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
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD L. DIELMANN, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF THE CITY OF CREVE COEUR AND ENTITLED TO VOTE FOR CANDIDATES FOR MAYOR, DO HEREBY NOMINATE _____ FOR THE OFFICE OF MAYOR, FOR A TERM OF THREE (3) YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 3, 2012.

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

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CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF MAYOR FOR A FULL THREE-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 3, 2012, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 17, 2012 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

I HEREBY REQUEST THAT MY NAME AS FOLLOWS _____ BE PRINTED UPON THE OFFICIAL BALLOT FOR ELECTION BY GENERAL ELECTION AS A CANDIDATE FOR THE OFFICE OF MAYOR FOR THE TERM INDICATED ABOVE AND STATE THAT I WILL SERVE AS SUCH OFFICER, IF ELECTED.

IN FILING FOR PUBLIC OFFICE, I SWEAR AND AFFIRM THAT I WILL UPHOLD AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI AND THE CHARTER AND ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI.

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 3, 2012.

NOTICE TO SIGNERS

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12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____
26. _____	_____	_____	_____
27. _____	_____	_____	_____
28. _____	_____	_____	_____
29. _____	_____	_____	_____
30. _____	_____	_____	_____
31. _____	_____	_____	_____
32. _____	_____	_____	_____
33. _____	_____	_____	_____
34. _____	_____	_____	_____
35. _____	_____	_____	_____
36. _____	_____	_____	_____
37. _____	_____	_____	_____
38. _____	_____	_____	_____
39. _____	_____	_____	_____
40. _____	_____	_____	_____
41. _____	_____	_____	_____
42. _____	_____	_____	_____
43. _____	_____	_____	_____
44. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
45. _____	_____	_____	_____
46. _____	_____	_____	_____
47. _____	_____	_____	_____
48. _____	_____	_____	_____
49. _____	_____	_____	_____
50. _____	_____	_____	_____



CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 3, 2012, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 17, 2012 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

I HEREBY REQUEST THAT MY NAME AS FOLLOWS _____ BE PRINTED UPON THE OFFICIAL BALLOT FOR ELECTION BY GENERAL ELECTION AS A CANDIDATE FOR THE OFFICE OF COUNCIL MEMBER. WARD _____ FOR THE TERM INDICATED ABOVE AND STATE THAT I WILL SERVE AS SUCH OFFICER, IF ELECTED.

IN FILING FOR PUBLIC OFFICE, I SWEAR AND AFFIRM THAT I WILL UPHOLD AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI AND THE CHARTER AND ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI.

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



Memorandum

Date: October 19, 2011

To: Mark Perkins, City Administrator

From: Sharon Stott, Public Information Officer & Management Analyst

Re: Triennial Community Survey

The triennial community survey is scheduled for fall 2011 as the last survey was conducted in fall 2008. The City conducts a resident survey as a way to provide guidance to elected officials and staff on important issues facing the community. It is also used to track citizen satisfaction with City services over time and provide data for benchmarking satisfaction levels with other cities, thereby assisting the City in establishing long-term goals.

In late September, the survey contract was awarded to Dr. Kenneth Warren, president of The Warren Poll, an independent professional survey company. Since then, City staff met with Dr. Warren to develop survey questions with his professional advice for wording, length and question order. Attached are the questions which have received approval from the City's department heads with input from City staff and various committees and commissions.

The scientific survey will include at least 400 phone surveys which are tentatively scheduled to be conducted the last week of October. Data will be compiled by mid-November with a final report expected in early December. An oral presentation of the report findings by Dr. Warren will be conducted at the City Council's earliest convenience following completion of the final report.

Attachment: 2011 Draft Triennial Community Survey Questions

Respondent Tel # _____

Questionnaire I.D. # _____

Hello, I am (give your name) and I am conducting an opinion poll for **THE WARREN POLL**, a polling organization hired by the City of Creve Coeur to obtain citizen opinions on matters concerning Creve Coeur. Your phone number, not identified with your name, was selected randomly. Are you an adult resident (i.e., 18 years or older) living in Creve Coeur? _____ Yes _____ No

(Interviewer Note: If "no", ask to speak to an adult or call back when one will be at home. If this is not a Creve Coeur telephone number, go to another number.)

Let's start with a few general questions

1. How long have you lived in Creve Coeur?
____ Less than 1 year ____ 4-6 years ____ 11-20 years
____ 1-3 years ____ 7-10 years ____ Over 20 years
2. In general, how would you rate Creve Coeur as a place to live?
____ Excellent ____ Good ____ Fair ____ Poor
3. Overall, how would you evaluate the quality of services provided by the City of Creve Coeur?
____ Excellent ____ Good ____ Fair ____ Poor
4. In general, how would you rate your treatment by city employees?
____ Excellent ____ Good ____ Fair ____ Poor

Please rate the following city services as "Excellent", "Good", "Fair", or "Poor".

	Excellent	Good	Fair	Poor	N/A
5. Park Maintenance					
6. Street Repair					
7. Limb Chipping					
8. Leaf Vacuuming					
9. Snow Removal					
10. Police Services					
11. Parks and Recreation					
12. Building Permits And Inspections					
13. Municipal Court					
14. City Newsletter					

Turning to a few questions on trash collection and recycling

15. How satisfied are you with the city's current trash pick-up service?
____ Very Satisfied ____ Satisfied ____ Dissatisfied ____ Very Dissatisfied
16. How satisfied are you with the city's current recycling program?
____ Very Satisfied ____ Satisfied ____ Dissatisfied ____ Very Dissatisfied
17. Do you place your trash at the rear or at the curb? ____ Rear ____ Curb

18. Are you aware that rear yard trash pick-up is available to all single-family homes at no fee? ☐ Yes ☐ No
19. How often do you participate in the curbside recycling program?
 ☐ Weekly ☐ Biweekly ☐ Monthly
20. To the best of your recollection, how many times, if ever, was your trash or recycling not picked up in the past year?
 ☐ Always picked up ☐ 1-3 times ☐ 4-6 times ☐ 7-10 times
 ☐ 11 or more times
21. Do you think that Creve Coeur should enact an ordinance requiring all businesses and residential property landlords to provide recycling services, knowing that this cost could be passed on to the tenants by the landlords?
 ☐ Yes ☐ No ☐ Undecided

Turning to a few questions on communications

22. How would you rate the job the city is doing in keeping residents informed about important issues?
 ☐ Excellent ☐ Good ☐ Fair ☐ Poor
23. How would you rate the city in keeping the residents informed about the city's finances?
 ☐ Excellent ☐ Good ☐ Fair ☐ Poor
24. How often would you say you read the city's newsletter?
 ☐ Every month ☐ A few times a year ☐ Never
25. Would you prefer to receive the city's newsletter by e-mail or by mail?
 ☐ By e-mail ☐ By mail
26. What social media outlet do you use the most, if any, to communicate or gain information about current events?
 ☐ None ☐ Face book ☐ Twitter ☐ Other _____ (Please specify)

Now turning to a few questions regarding community development:

27. City ordinances contain standards for the condition of residential properties. How would you rate the city's enforcement of exterior property maintenance?
 ☐ Too strict ☐ About right ☐ Not strict enough
28. Immediately north of Creve Coeur, a large area of unincorporated St. Louis County exists, consisting mainly of residential properties. How supportive would you be of Creve Coeur annexing this area if it came at no cost to the city?
 ☐ Very supportive ☐ Supportive ☐ Unsupportive ☐ Very Unsupportive
29. Many cities in the St. Louis metropolitan area require occupancy permits for single family homes, at varying fees, to ensure code compliance before the new occupants can

move in. Do you believe that the City of Creve Coeur should require such permits?
☐ Yes ☐ No ☐ Undecided

30. Do you believe the city should adopt more restrictive design standards to enhance the appearance of new commercial buildings, which would include new regulations regarding the types of materials that could be used in construction and landscaping?
☐ Yes ☐ No ☐ Undecided

Turning to a few questions on parks:

31. How many times have you visited one of the city's parks in the last two years?
☐ None ☐ 1-4 times ☐ 5-9 times ☐ 10 times or more
32. The City of Creve Coeur owns a 9-hole golf course located at 11400 Olde Cabin Road. As a result of operating losses, the city subsidizes the golf course at an average cost of about \$186,000 annually or a little more than 1% of the city's operating budget. Knowing this, do you believe the city should continue to subsidize the golf course in the future? ☐ Yes ☐ No ☐ Undecided
33. From time to time the city has explored the idea of building an indoor recreation facility that could include such amenities as a swimming pool, weight room, aerobic room, indoor track and space for seniors and teens. Missouri communities are allowed to pass up to a one-half-cent sales tax for parks and recreation programs and facilities. Knowing this, how likely would you be to vote in favor of a new one-half-cent sales tax to construct such a new indoor recreation center.
☐ Very Likely ☐ Likely ☐ Unlikely ☐ Very Unlikely
34. If you could propose only one thing to improve city parks, recreation facilities, equipment or services, what would it be?
-

Turning to a few questions on your Police Department:

35. Rate how safe do you feel in your neighborhood during the day?
☐ Very Safe ☐ Reasonably Safe ☐ Neither Safe/Nor Unsafe ☐ Somewhat Unsafe
☐ Very Unsafe
36. Rate how safe do you feel in your neighborhood after dark?
☐ Very Safe ☐ Reasonably Safe ☐ Neither Safe/Nor Unsafe ☐ Somewhat Unsafe
☐ Very Unsafe
37. Have you had any contact with the Creve Coeur Police Department in the last 3 years?
☐ Yes ☐ No

(Interviewer Note: Skip to Question #41 if respondent answered "No" to Question #37.)

38. What type of contact have you had with the Creve Coeur Police Department during the past 12 months?
☐ Reported of a crime (burglary, domestic violence, assault, etc.)
☐ Traffic stop

- ☐ Criminal arrest
- ☐ Crime prevention or safety promotion program
- ☐ Police assistance (motorist assist, response to an alarm, etc.)
- ☐ Other (please specify) _____

39. Please rate the quality of your contact with the police officer.
☐ Excellent ☐ Good ☐ Fair ☐ Poor
40. If you had contact with a police dispatcher in the past 12 months, was the dispatcher:
☐ Very courteous ☐ Courteous ☐ Discourteous ☐ Very Discourteous
☐ Had no contact
41. If you could recommend just one thing the city's police department could do to improve it's service, what would it be? _____
42. Do you support the use of red light cameras at signalized intersections in Creve Coeur?
☐ Yes ☐ No ☐ Undecided

So we can plot citizen opinion by various demographical categories, we need your help on the remaining few questions.

43. Could you please indicate the number of people in your household, including yourself?
☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☐ Seven or more
44. Could you please indicate your general age category?
☐ Under 30 ☐ 30-44 ☐ 45-65 ☐ Over 65
45. Could you please give a general estimate of your yearly gross family income?
☐ Under \$50,000 ☐ \$100,000-\$149,999
☐ \$50,000-\$74,999 ☐ \$150,000-\$200,000
☐ \$75,000-\$99,999 ☐ Over \$200,000
46. If you know for sure what city Ward you live in, please tell me: Ward #_____. If you do not know your Ward, please tell me your trash day since your trash day is determined by ward. Your trash day is _____. If you do not know your ward or your trash day and you live in a multi-family complex, could you please tell me the name of your multi-family complex?
 _____.
47. **(Interviewer Note: Don't ask, just indicate respondent's gender.)**
☐ Male ☐ Female

Thanks for your time and courtesy. The poll's results will be posted on the city's Website upon completion. If you would like to discuss any aspects of the survey, please contact the Office of the City Administrator (314-872-2511) or Dr. Warren, President of *The Warren Poll*. (314) 977-3036, office, e-mail *The Warren Poll* at warrenkf@slu.edu.